

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:

August 10, 2021

Isleton Elementary School • 412 Union Street, Isleton, CA

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

REGULAR MEETING AGENDA

1. Call the Open Session to Order (@ 5:30 p.m.)
2. Roll Call
3. Review Closed Session Agenda (see attached agenda)
 - 3.1 Announce Closed Session Agenda
 - 3.2 Public Comment on Closed Session Agenda Items Only
4. Approve Closed Session Agenda and Adjourn to the **Closed Session** (@ 5:35 p.m.)
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____ Time: _____
5. Reconvene to Open Session (@ approx. 6:30 p.m.) Time: _____
 - 5.1 Retake Roll Call
Member Mahoney ___; Member Riley ___; Member Casillas ___; Member Lamera ___;
Member Apel ___; Member Jelly ___; Member Stone ___
 - 5.2 Pledge of Allegiance
6. Report of Action taken, if any, during the Closed Session (Government Code Section 54957.1) – Board President Stone
7. Review and Approve the **Open Session** Agenda
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
8. Public Comment: **Anyone may address the Board at this time regarding any subject that is within the Board's subject-matter jurisdiction which is not on this night's agenda** [Government Code Section 54954.3 and Education Code Sections 35145.5 and 72121.5]. **However, please hold your comments on a specific agenda item on this agenda until it is brought up for discussion.** To address the Board, raise your hand and when you have been called on, please step up to the podium and state your name. However, **understand the Board may not act on any item which is not actually listed on this agenda** (except as authorized by Government Code Section 54954.2). (BB9323) **Individual speakers shall be allowed three minutes to address the Board on any non-agendized item. The Board shall limit the total time for public presentation and input on all items to a maximum of 20 minutes.** With Board consent, the Board President may increase or decrease the time allowed for public comment, depending on the topic and the number of persons wishing to be heard and the overall length of the agenda. The Board President may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. (BB 9323) Anyone may appear at the Board meeting to testify in support of, or in opposition to, any item on this agenda being presented to the Board for consideration. {If you wish to have an item placed on the agenda for discussion and/or action by the Board, you must notify the Board Secretary/Superintendent in writing no later than ten working days prior to a regularly scheduled Board meeting requesting permission. After the Superintendent's Cabinet has met, you will be notified of their decision.} **If you have a comment or complaint regarding a specific employee, please refrain from making a public comment and contact the employee's supervisor for resolution.**
9. **Reports, Presentations, Information**
 - 9.1 Board Member(s) and Superintendent Report(s) and/or Presentation(s) –
 - 9.1.1 Board Members' Report(s)
 - 9.1.2 Superintendent Wright's Report(s)
 - 9.2 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
 - 9.2.1 Monthly Financial Report - Tammy Busch, Chief Business Officer

- 9.2.2 Governor's Budget 45 Day Revise – Tammy Busch, Chief Business Officer
- 9.2.3 Bond Oversight Update – Tammy Busch, Chief Business Officer
- 9.2.4 Maintenance, Operations & Transportation (MOT) Update – Ken Gaston, Director of MOT
- 9.3 Other – Educational Services' and Special Education Reports and/or Presentation(s)
 - 9.3.1 Educational Services Updates – Nicole Latimer, Chief Educational Services Officer
 - 9.3.2 Williams' Settlement Public Notification regarding sufficiency of teachers, facilities, textbooks and instructional materials – Fourth Quarter (April - June) – Nicole Latimer, Chief Educational Services Officer
 - 9.3.3 Williams' Settlement Public Notification regarding sufficiency of teachers, facilities, textbooks and instructional materials – Fiscal Year 2020-2021 Report from the Sacramento County Office of Education – Nicole Latimer, Chief Educational Services Officer
 - 9.3.4 Request to hold a Public Hearing in accordance with requirements of Assembly Bill 130 (Ch. 44, Statutes of 2021) Regarding Board Policies, Administrative Regulations and Exhibits Relate To Independent Study and Instructional Strategies – Nicole Latimer, Chief Educational Services Officer
Open Hearing: _____ pm **Public Comment:** _____ **Close Hearing:** _____ pm
 - 9.3.5 Special Education Update – Tom Anderson, Director of Special Education
- 9.4 River Delta Unified Teacher's Association (RDUTA) Update – Alyson Stiles, RDUTA President
- 9.5 California State Employee's Association (CSEA) Chapter #319 Update – Melinda Barkman, CSEA President

10. **Consent Calendar**

- 10.1 Approve Board Minutes
 Regular Meeting of the Board, June 22, 2020
- 10.2 Receive and Approve Monthly Personnel Report
 As of August 11, 2021
- 10.3 District's Monthly Expenditure Report
 June and July 2020
- 10.4 Request to Approve the Contract for Services with Personnel Resources, Jennifer J. Looney, Consultant to Provide Leadership Consulting to the Human Resources Department, at a cost not to exceed \$6,000, General Funds – Katherine Wright, Superintendent
- 10.5 Request to Approve the Consolidated Application (ConApp) for 2021-2022 School Year – Nicole Latimer, Chief Educational Services Officer
- 10.6 Request to Approve the Independent Contract with West Coast Broadcast Services, LLC to Provide Engineering Services to Support KRVH (Radio Rio), at a cost of \$5,000, Fund 49 Blended Learning Components – Tammy Busch, Chief Business Officer
- 10.7 Request to Approve the Memorandum of Understanding (MOU) for River Delta Unified School District to Participate in the Sly Park Educational Program for the 2021-2022 School Year – Katherine Wright, Superintendent
- 10.8 Request to Approve Victoria Turk, Katherine Ingalls, Noelle Gomes and Mike Haines as Rio Vista High School Representatives to CIF Leagues for 2021-2022 and Christine Mabery, Nanci Rose and Melanie Skinner as Delta High School Representatives to CIF Leagues for the 2021-2022 School Year – Victoria Turk and Christine Mabery, Principals
- 10.9 Request to Declare as Surplus, Outdated Technology Equipment from Rio Vista High School and Deem the Value as Zero – Victoria Turk, Principal
- 10.10 Request to Declare as Surplus, River Delta Unified School District Vehicles that are Non Operational and Deem Their Value as Listed – Ken Gaston, Director of MOT
- 10.11 Request to Approve the Contract with Lifechangers International for the 2021-2022 School Year to Provide Professional Development for District Educators, at a cost not to exceed \$3,000, Covid Funding – Nicole Latimer, Chief Educational Services Officer
- 10.12 Request to Approve the Renewal of the Read 180 Program for Use at Delta High School and Clarksburg Middle School for the 2021-2022 School Year, at a cost not to exceed \$953.03, Educational Services Funds – Nicole Latimer, Chief Educational Services Officer

- 10.13 Request to Approve the Agreement with School Loop to Provide Website Hosting Services for the River Delta Unified School District (RDUSD) for the 2021-2022 School Year, at a cost of \$1,600, Educational Services Funds – Nicole Latimer, Chief Educational Services Officer
- 10.14 Request to Approve the Agreement for Community Development Block Grant (CDBG) with the City of Rio Vista for Rio Vista High School – Social Emotional Learning Plan in the Amount of \$65,000 and D.H. White Elementary School - 21st Century Student Preparedness in the Amount of \$53,000- Tammy Busch, Chief Business Officer
- 10.15 Donations to Receive and Acknowledge:

River Delta Unified School District – Student desks and Picnic Tables

Delta Elementary Charter School

Bates Elementary School

Guz Quiroz - \$500

Rio Vista High School – Cheerleading Squad

Gornito Ditching

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

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

- 11. Request to Approve the First Reading of the Updated or New Board Policies, Administrative Regulations or Exhibits Due to New Legislation or Mandated Language and Citations Revisions as of June 2021 – Katherine Wright, Superintendent

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

- 12. Request to Approve the First and Final Reading Mandatory Board Policies, Administrative Regulations or Exhibits Due to New Legislation or Mandated Language and Citations Revisions as of July 2021 – Katherine Wright, Superintendent

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

- 13. Request to Approve Resolution # 821 Authorizing the interfund transfer of Special or Restricted Funds for Operational or Budgetary Purposes for FY 2021-22 – Tammy Busch, Chief Business Officer

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

- 14. Request to Approve Resolution # 822 Authorizing Temporary Inter-fund Transfers (Borrowing) of Special or Restricted Funds for FY 2021-22– Tammy Busch, Chief Business Officer

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

- 15. Request to Approve the Amended River Delta Unified School District 2021-2022 School Calendar Revising the Grading Periods and Adding Juneteenth National Independence Day – Nicole Latimer, Chief Educational Services Officer

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

- 16. Request to Approve the Updated Board Policy for High School Graduation Requirements in River Delta Unified School District, to Include the Adoption of Ethnic Studies and Building Foundations for Success Courses – Nicole Latimer, Chief Educational Services Officer

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

- 17. Request to Approve HKIT Architects, for Master Planning and Design Services and Wilson Architects, Quattrocchi Kwok Architects (QKA), and tBP Architecture, Inc. for Design Services for Measure J and K Facilities Bond Projects.- Katherine Wright, Superintendent

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

18. Request to Approve the Project Budget for Marquee Signs at D.H. White Elementary, Isleton Elementary, Riverview Middle and Walnut Grove Elementary Schools - \$167,770 from Measure J and \$51,213 from Measure K Bond Funds – Ken Gaston, Director of MOT

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

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

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

21. Adjournment

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

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

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

AFFIDAVIT OF NOTICING AND POSTING:

I, Jennifer Gaston, Executive Assistant to the Board of Trustees, declare that a copy of this Regular Meeting Agenda/Notice was posted in the bulletin board in front of the District Office and that the Board of Trustees Members, District administrative offices and schools, the community libraries were provided notice or caused to be provided notice via fax, e-mail and/or hand delivery on or before Friday, August 6, 2021, 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

August 10, 2021
Isleton Elementary School • 412 Union Street, Isleton, CA
CLOSED SESSION

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

A Closed Session will be held beginning at 5:35 p.m. on August 10, 2021, at the Isleton Elementary School, Isleton, California (which is prior to the full Open Session). Any formal action taken by the Board will be reported in the Open Session of this regular meeting of the Board of Trustees [Government Code Section 54957.1]. As needed, this Closed Session may be reconvened following the full Open Session. Any formal action taken by the Board will be reported in Open Session prior to adjournment.

4. CLOSED SESSION

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

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

Following Conference with Legal Counsel Following Conference with Legal Counsel (Parker & Covert, LLC; Girard, Edwards, Stevens & Tucker LLP) – Pending or Anticipated Litigation/Potential Case(s) Update(s)

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

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

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

Public Employee(s) Evaluation:

4.3.1 Superintendent

4.3.2 Certificated

4.3.3 Classified

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

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

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

4.3.6.1 Administration

4.3.6.2 Confidential

4.3.6.3 RDUTA

4.3.6.4 CSEA

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

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

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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: August 10, 2021

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 9.2.1

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:

Tammy Busch, 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: 2 minutes

River Delta Unified School District
 2021-22 Working Budget vs. Actuals Report
 August 2021

Working Budget						Actuals thru: 7/30/2021					
		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) ESTIMATED											
	Unrestricted	5,132,049	17,588,167	16,418,721	6,301,495	1,992		1,992	0.01%	368,394	2.24%
	Restricted	1,349,919	11,184,097	11,432,385	1,101,631	54,833		54,833	0.49%	157,706	1.38%
Combined		6,481,968	28,772,264	27,851,106	7,403,126	56,825	-	56,825	0.20%	526,100	1.89%
Other Funds											
	Adult Ed. (11)	17,623	106,165	106,165	17,623	-		-	0.00%	859	0.81%
	Child Development (12)	930	292,102	292,102	930	-		-	0.00%	18,522	6.34%
	Cafeteria (13)	28,945	1,005,750	1,005,750	28,945	-		-	0.00%	4,397	0.44%
	Sp. Res-Other than Cap. Outlay (17)	40,992	400	-	41,392	-		-	0.00%	-	0.00%
	Bond Fund (21)	88,937	34,656	-	123,593	65		65	0.19%	-	0.00%
	Bond Fund- Measure J (22)	15,205,731	3	-	15,205,734	-		-	0.00%	-	0.00%
	Bond Fund - Measure K (23)	4,801,187	6	-	4,801,193	-		-	0.00%	-	0.00%
	Developer Fees (25)	910,998	318,371	-	1,229,369	15,449		15,449	4.85%	-	#DIV/0!
	County School Facilities (35)	3,396	(30)	-	3,366	-		-	0.00%	-	0.00%
	Capital Projects (49)	229,650	6,100	-	235,750	-		-	0.00%	-	#DIV/0!

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 10, 2021

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 9.2.2

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

SUBJECT:

The Governor's Budget 45 Day Revise

BACKGROUND:

On July 16, 2021, Governor Newsom signed AB 164 - Budget Act of 2021 that contains changes that were not included in the May Revision.

STATUS:

Budget clean-up bill expected in August.
Key education points – Independent Study, Concentration grants, STRS/PERS, and child care

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT: N/A

COST AND FUNDING SOURCES: N/A

RECOMMENDATION:

That the Board receives this information

Time allocated: 5 minutes

2021-22 Budget Act

Overall fiscal condition, revenues, expenditures, and reserves

The Budget Politics

- The June 15th deadline, political distractions and delayed agreement
- Differences between May Revision & Legislature's budget served as a guide to the hold up (Gann limit, revenues, spending)
- Despite unprecedented two-house cooperation – Governor gets a budget closer to his plan
- Despite passing a “budget bill junior,” K-12 has been mostly about trailer bills
- Key education sticking points – Independent Study, Concentration grants, STRS/PERS, child care
- Unprecedented amount of changes in this budget – see Appendix
- Budget clean-up bill expected in August (Independent Study, others)

Recall Politics

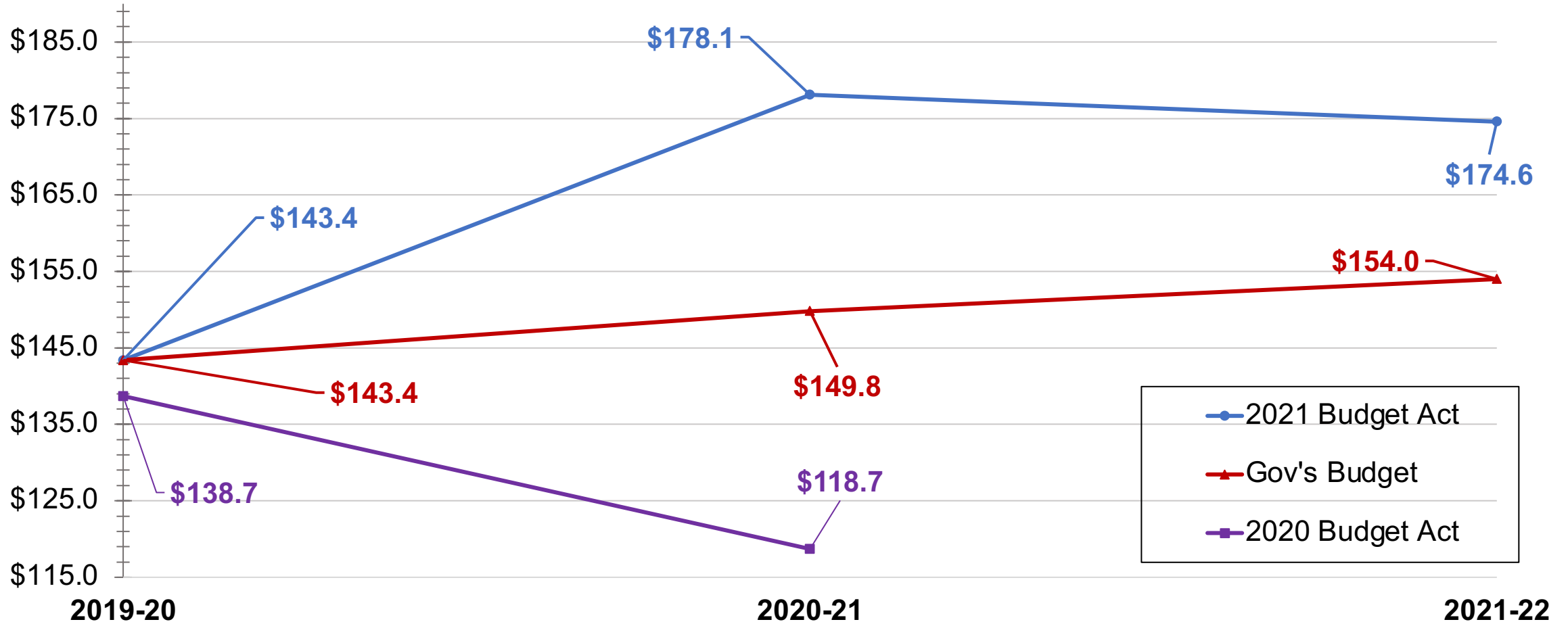
- Changing the rules on the election rolled into budget process
- The impending election impacts the political calculus of many decisions
- Accelerated process results in September 14th election
- Major political variables trending in Newsom's favor, but risks remain
- The key will be who casts ballots
- If the Governor retains his seat, he will be fewer than 14 months away from his next election – November 2022

Fiscal Conditions

- Budget uses Governor's smaller revenue assumptions, with a \$1.6 billion upward adjustment to the current year
- The Legislature & LAO anticipate revenues exceeding the budget starting in June
- Conservative approach to revenues marginally off-sets multi-year forecast volatility
- The largest sources of tax revenue (Big Three – personal income, sales and use, & corporation) continue to surge
- Cliff effect of one-time funding an underlying caution

State General Fund Revenues

Excluding transfers and federal funds
(Dollars in Billions)



GF Resources, Expenditures and Reserves

- \$203.6 billion total available 2021-22 GF resources
 - Includes large prior year balance of \$28.3 billion, plus
 - \$175.3 billion total 2021-22 GF revenues with transfers (includes \$3.4 billion to the Budget Stabilization Account (BSA)/Rainy Day Fund)
- \$196.4 billion total 2021-22 GF expenditures, leaving a fund balance of \$6.4 billion
- GF reserves (excluding Prop 98 reserve) will exceed \$20 billion, with \$15.8 billion in the BSA (\$7.8 billion withdrawn in 2020 Budget Act), \$4 billion in discretionary reserve (SFEU), and \$900 million in Safety Net Reserve

Gann Limit

- Governor agrees with Legislature's approach to define away the State Appropriations ("Gann") Limit issues raised in the May Revision
- Gann would limit state spending with a requirement that any excess be allocated evenly between taxpayer rebates and public schools
- Budget agreement honors spending for stimulus payments (\$8.1 billion) but wipes away the \$8.1 proposed for K-14 next year
- Working around Gann is achieved by maximizing exceptions from the limit that were part of the overall spending plan

Public School System Stabilization Account

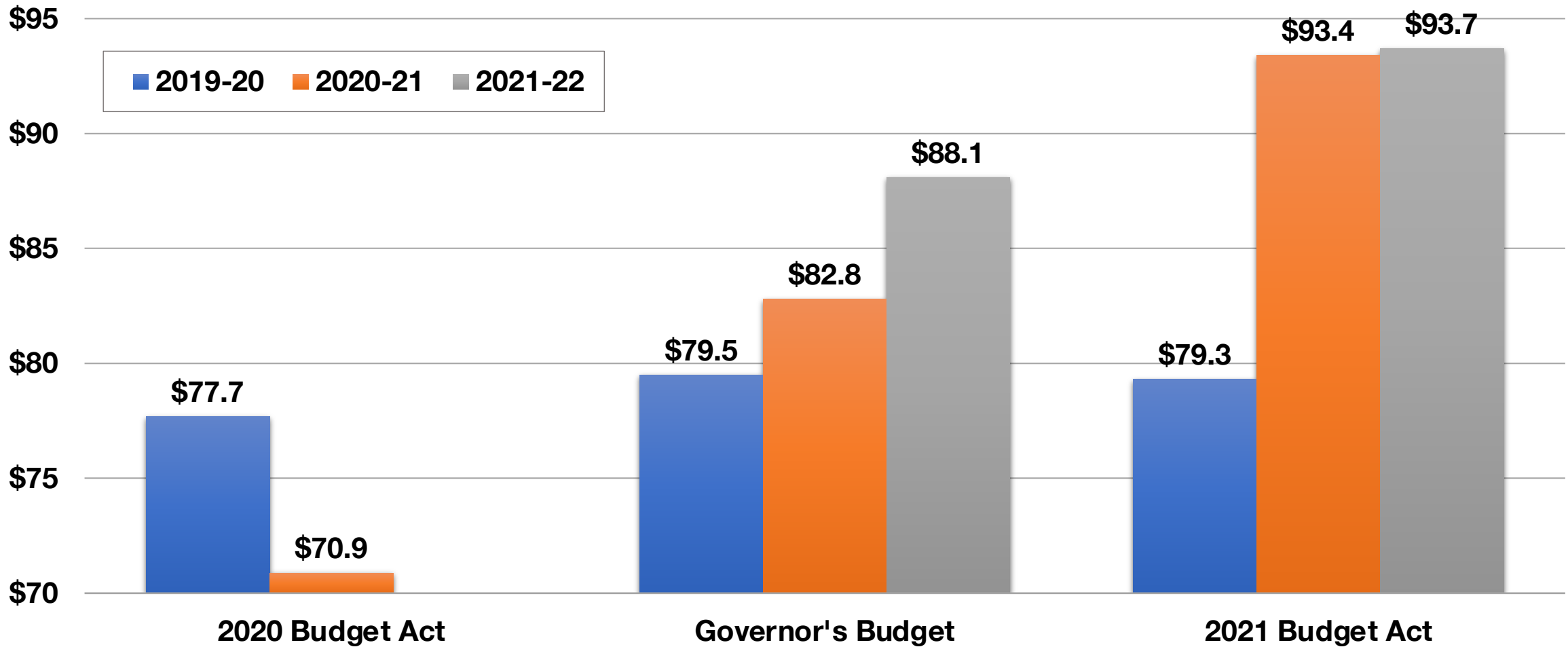
- Budget Act includes deposits to the PSSSA for both 2020-21 and 2021-22, for a total reserve balance of \$4.5 billion:
 - \$1.89 billion in 2020-21
 - \$2.62 billion in 2021-22
- School district reserve cap will be triggered for the first time, beginning in 2022-23
 - Local reserve cap triggered when PSSSA balance is at least 3% of the K-12 share of Prop 98 (approximately \$2.5 billion in 2021-22)
 - Medium and large districts will generally need to limit their reserves to no more than 10% of annual expenditures – applies only to assigned and unassigned funds
 - Small and basic aid districts are exempt

Education Budget

Prop 98, LCFF, and deferrals

Prop 98 Changes Over the Last Year

(Dollars in Billions)



Major Prop 98 K-12 Spending

Ongoing funds

- \$3.2 billion for 5.07% LCFF "Super-COLA"
- \$1.1 billion concentration grant increase to add staff to school campuses
- \$1 billion expanded learning time program for K-6 unduplicated students

One-time funds

- \$11.1 billion to pay off inter-year deferrals
- \$3 billion for community schools
- \$2.8 billion for education workforce proposals

Universal TK will include "re-benching" Prop 98

- Expected to reach \$2.7 billion by 2025-26

Deferrals

- 2020-21 Budget Act contained \$12.5 billion in inter-year principal apportionment deferrals to TK-14 schools
- In May, Newsom proposed to pay off all but \$2.6 billion of the K-12 deferrals (June 2022 to July 2022)
- The 2021-22 Budget Act pays off ALL deferrals to K-14 schools

District and Charter LCFF Entitlement

- Base Grant per ADA (with 5.07% Super-COLA)
 - K-3 = \$8,093 7-8 = \$8,458
 - 4-6 = \$8,214 9-12 = \$9,802
- Grade Span Adjustments:
 - 10.4% = \$842 per K-3 ADA
 - 2.6% = \$255 per 9-12 ADA
- Supplemental Grant = 20% of Adjusted Base Grant
- **Concentration Grant = 65% of Adjusted Base Grant**
- TIIG and HST add-ons remain constant
- Total LCFF an estimated \$67.7 billion for 2021-22

Concentration Grant Increase

Concentration grant funding for each student above 55% unduplicated threshold is increased from 50% to 65% of base grant

- **\$1.1 billion** ongoing cost
- To increase certificated and classified staff on school campuses, including counselors, nurses, teachers, paraprofessionals and other support providers
- Must demonstrate in the LCAP that the additional funding "is being used to increase the number of credentialed and/or classified staff who provide direct services to students on school campuses"
- SBE will adopt a one-time LCAP supplement template by November 30, 2021 (see appendix for more information)

County Office of Education LCFF Entitlement

- Alternative Education Grant
 - Base Grant per ADA (with 5.07% COLA) = \$12,934
 - Supplemental Grant = 35% of Base Grant per unduplicated student, plus juvenile court school students
 - Concentration Grant = 35% of Base Grant per unduplicated student (beyond 50%), plus 50% of juvenile court school enrollment
- Operations Grant
 - \$756,276 (with 5.07% COLA) for each COE, plus:
 - \$126,046 per each school district in the county, and;
 - A per ADA amount based on county-wide ADA, ranging from \$80.71/ADA in the smallest counties to \$46.12/ADA in the largest

Additional COE Specific Funding

- **\$80 million** proportionately distributed on 2019-20 P2 ADA in county community schools and juvenile court schools
 - Broad use of funds, including COVID testing, ventilation, PPE, school site upgrades, devices/connectivity, and salaries
 - Can be used until June 30, 2023
- **\$30 million** to support foster youth through tutoring, mentoring, counseling, case management, social emotional support, and more
 - At least \$5 million to be spent to improve postsecondary education enrollment and performance
 - COEs will need to report on the number of foster youth served and types of service provided
 - Can be used until June 30, 2023

K-12 Programs

Categorical programs, Independent Study, and various program changes

Stand-Alone Categorical Programs

Proposed for Ongoing Funding (no COLA)

- After School Education & Safety Program (\$646 million)
- Career Technical Education Incentive Grant (\$300 million)
- K-12 Strong Workforce Program (\$163.5 million)
- State Assessment Program (\$117 million + \$20.6 million federal)
- California Partnership Academies (\$21.4 million)
- County Office Fiscal Oversight (\$6.97 million)
- College Planning and Preparation Website (\$12.8 million)
- California School Information Services (\$6.5 million)
- Specialized Secondary Education Grants (\$4.9 million)
- Agricultural Education Incentive Program (\$4.1 million)
- Teacher Dismissal (\$300,000)

Proposed for Ongoing Funding (1.7% COLA)

- Child Nutrition (\$172.3 million + \$2.7 billion federal)
- Adult Education Block Grant (\$430 million + 116.6 million federal)
- Mandate Block Grant: (\$246.6 million)
- Foster Youth Programs: (\$27.8 million)
- American Indian Education Centers (\$4.5 million)
- American Indian Early Childhood Education Program (\$603,000)

Proposed for Ongoing Funding (4.05% Compounded COLA)

- Special Education: (\$4.4 billion + \$1.3 billion federal)

2021-22 School Year: Independent Study

- No extension of Distance Learning – only options to claim ADA are in-person and Independent Study (IS)
- Budget Act includes complete rewrite of IS law, which takes effect immediately
- Many provisions lack clarity at this point – proceed with caution
- New rules apply to school districts, COEs, and charter schools (including NCB charter schools)
- For 2021-22 school year, requires school districts and COEs to provide IS for parents seeking alternative to in-person learning
 - Requires school districts and COEs to notify parents of this option
 - Waiver of requirement to offer IS due to fiscal impact is available

Independent Study: New Rules

- Requires parent/pupil/teacher conference prior to executing written agreement, and upon request of parent/guardian
- Requires LEAs to track “satisfactory educational progress”
- Requires “tiered re-engagement strategies” when students fail to make satisfactory education progress
- Requires tracking of student interaction and instruction:
 - **TK - Grade 3:** written policies must “include a plan to provide opportunities for daily synchronous instruction”
 - **Grades 4 to 8:** written policies must “include a plan to provide opportunities for both daily live interaction and at least weekly synchronous instruction”
 - **Grades 9 to 12:** written policies must “include a plan to provide opportunities for at least weekly synchronous instruction”

Independent Study: New Rules, cont.

- Requires documentation of “live interaction” and “synchronous instruction” each day
 - “A pupil who does not participate in IS on a school day shall be documented as non-participatory for that school day”
- High School IS programs must provide access to all courses needed to graduate and “approved by the UC and CSU as creditable under A-G admissions criteria”
- LEAs must provide transition back to seat-based setting no later than five instructional days after transition is requested
- Allows for electronic signatures on written agreements
- Requires bi-weekly reporting of IS participation/program elements

Independent Study: New Rules, cont.

- **LEAs must comply with all new requirements on the first day of instruction for the 2021-22 school year**
- **LEAs have 30 days from the first day of instruction to update/adopt board policies, draft written agreements, provide pupil/teacher/parent conferences, and receive an executed copy of the written agreement**
- The new requirements are subject to annual audit and carry significant fiscal penalties for failure to comply
- New regulations and audit guidance will be drafted later this year – but talk to your auditor ASAP about how you plan to document
- See additional details in the Appendix at the end of this presentation
- *Resource:* California Consortium for Independent Study (CCIS) at ccis.org

Modified Bi-Weekly Reporting Requirements

- AB 86 required LEAs to submit a biweekly report to CDPH about their school reopening status
- Now requires the report to be submitted to the CCEE and include the following new information:
 - Number of pupils who have opted into IS offered by the LEA
 - How the LEA is meeting the daily/weekly synchronous requirement for IS pupils
 - Actions the LEA is taking to encourage transition of IS pupils to in-person instruction
 - The expanded learning opportunities provided to pupils
 - How the school is addressing the mental health and wellness needs of pupils
 - Supports and interventions the school is using to address academic needs of pupils
 - Safety protocols the school is using to ensure health and safety of pupils and staff
- Report no longer needs to include the number of pupils participating in full-time in-person instruction, in full-time distance learning, or hybrid learning

Expanded Learning – Requirements and Definitions

- Governor's Expanded Learning Opportunities Program in May had an initial focus on concentration grant-receiving districts – Legislature forced compromise to reach more unduplicated students – goal to provide nine hours of instructional and expanded learning time per day
- Beginning in 2021-22, LEAs must offer to at least all unduplicated pupils in K-6, and must *provide* to at least 50% of those students, access to expanded learning opportunities
- Beginning in 2022-23, LEAs above 80% unduplicated must offer to all K-6 students access to expanded learning opportunities and *provide* to any student whose parent requests access
- Several provisions modeled after ASES program, including definition of Expanded Learning Opportunities

Expanded Learning – Requirements and Definitions

- LEAs must prioritize services at school sites in lowest income communities, while maximizing the number of schools and neighborhoods with expanded learning opportunity programs across attendance area
- Expanded learning programs serving TK/K must adhere to a pupil-to-staff ratio of no more than 10:1
- LEAs may charge a fee in compliance with revised ASES language
- Encourages collaboration with community-based organizations and childcare providers, and makes clear participation is optional

Expanded Learning – Funding

- Total funding for 2021-22 is **\$1.75 billion** (\$1 billion ongoing), with a goal to ramp up funding to \$5 billion
- LEAs with over 80% unduplicated pupil count will receive \$1,170 per unduplicated student in K-6
- LEAs 80% and under will receive the remainder of that year's allocation for the program, distributed on a per-pupil amount based on K-6 enrollment multiplied by unduplicated pupil percentage
- With ramp up for program funding, goal to reach \$2,500 per student, and LEAs with high concentration of unduplicated students will ramp up faster
- No district serving K-6 will receive less than \$50,000

Universal Transitional Kindergarten (TK)

Expands TK eligibility to all four-year-olds by 2025-26 school year, creating a “14th grade”:

- In 2022-23 school year, extends eligibility to any child who will have their fifth birthday between September 2 and February 2
- In 2023-24 school year, extends eligibility to any child who will have their fifth birthday between September 2 and April 2
- In 2024-25 school year, extends eligibility to any child who will have their fifth birthday between September 2 and June 2
- In the 2025–26 school year, and in each school year thereafter, extends eligibility to any child who will have their fourth birthday by September 1

Universal Transitional Kindergarten (TK) cont.

Funding conditioned upon:

- Maintaining average TK class enrollment of not more than 24 pupils per school site
- Commencing with 2022-23 school year, maintaining an average of at least one adult per 12 pupils for TK classrooms
- Commencing with 2023-24 school year, and in each year thereafter, maintain an average of at least one adult per 10 pupils for TK classrooms (subject to appropriation)

Pre-K Planning and Implementation Grant

- **\$300 million** in 2021-22 for LEAs to prepare for expanded Pre-K offerings, split into two pots of money
- **\$200 million** to be distributed as follows:
 - Minimum \$100,000 base grant to all LEAs operating kindergarten programs
 - COEs receive minimum base grant (15% of total of minimum grants awarded to LEAs in their county)
 - Remaining funds split 60/40:
 - 60% for enrollment grants based on an LEA's proportional share of total 2019-20 kindergarten enrollment
 - 40% for supplemental grants based on LEA's 2019-20 kindergarten enrollment multiplied by the LEA's unduplicated pupil percentage
- **\$100 million** for SPI to administer competitive grants to increase number of highly-qualified Pre-K teachers, and provide training for Pre-K teachers

Preschool, TK, and Full-Day Kindergarten Facilities

\$490 million in 2021-22 fiscal year appropriated to State Allocation Board to provide grants for Pre-K facilities

- Expands program that exists in current law (Full-Day Kindergarten Facilities Grant Program) to include preschool and TK classrooms
- Many of same rules around local matching requirements, financial hardship, and priority order for grants remain
- Can be used for construction or modernization of classrooms
- Funds cannot be used to purchase or install portables

Community Schools Partnership Program

\$3 billion one-time to expand the implementation and use of the community school model

- Grants to promote integration of health, mental health and social services with instruction
- Qualifying grant recipients may be districts or schools meeting certain criteria, county behavioral health agencies, Head Start/Early Head Start programs, or childcare programs within a public institution of higher learning
- Depending on grant type, requires a cash or in-kind match for applying entities
- Creates at least five regional technical assistance centers to provide support and assistance

Youth Behavioral Health Initiative

\$4.5 billion “Children and Youth Behavioral Health Initiative”

- Run out of the Department of Health and Human Services
- Proposes to provide a broad range of prevention/treatment options to youth 25 and younger for mental health issues, substance abuse disorders, trauma, and others
- Proposes grants to increase behavioral health service providers, including counselors and coaches
- \$205 million for the Mental Health Student Services Act to fund school and county mental health partnerships to support mental health of students

Educator Recruitment, Retention, and Training

- **\$1.5 billion** for the Educator Effectiveness Block Grant, to provide training resources for accelerated learning, re-engaging students, restorative practices, implicit bias training, and others high-need areas
 - Can be spent over five years
- **\$500 million** over five years for the Golden State Teacher Grant Program to provide grants to new teachers who commit to work in a high-needs field at a priority schools
- **\$350 million** over five years for teacher residency programs
- **\$250 million** for the National Board for Professional Teaching Standards Certification Incentive Program, both for stipends and fee waivers
- **\$125 million** over five years for the Classified School Employee Teacher Credentialing Program

Educator Recruitment, Retention, and Training

- **\$60 million** for the Classified School Employee Summer Assistance Program
- **\$50 million** for CCEE to administer professional development that can support learning acceleration with a focus in math, literacy and language development
- **\$20 million** to waive credential fees in 2021-22 for individuals entering the K-12 educator workforce
- **\$15 million** over three years to support 6,000 teachers get a computer science certification
- Expands options for credential candidates to meet requirements, additional flexibility for candidates whose training was disrupted due to COVID-19

School Nutrition

- 1.7% COLA bringing the reimbursement rate to \$0.2487 per meal
- **\$54 million** to reimburse LEAs offering universal meals in the 2021-22 fiscal year
- **\$257 million** in one-time federal dollars to off-set pandemic-related costs
- **\$120 million** one-time Prop 98 for school kitchen infrastructure upgrades to increase student access to or improve quality of school meals
 - Every LEA to receive base amount of \$25,000
 - Remaining funds will be allocated to LEAs with at least 50% free-and-reduced price meals, in proportion to the LEA's total enrollment of FRPM students
 - Allowable uses include cooking equipment, service equipment, refrigeration and storage, and transportation of food and equipment between sites
 - Requires LEAs to report to CDE by June 30, 2022, on how funding was used to improve quality of meals or increase participation in subsidized meal programs

School Nutrition, cont.

- **Universal School Meals** - Beginning in the 2022-23 school year, LEAs serving TK-12 students shall provide two free nutritionally adequate school meals that qualify for federal reimbursement **each school day to any student** who requests a meal, without consideration of the student's eligibility for a federally funded free or reduced-price meal
 - Not operative until the Legislature appropriates funds for this purpose
- **\$30 million** for school food service staff training
 - Each LEA will receive at least \$2,000
 - Training classified staff on promoting nutritious foods, food preparation, healthy food marketing and changing the school lunchroom environment

Special Education

- Increase the Special Education base rate to \$715/ADA (up from \$625)
 - Includes hold-harmless for any SELPA who, after applying the compounded 4.05% COLA to their 2020-21 rate, would receive a rate higher than \$715
- **\$450 million** for LEAs, in collaboration with their SELPA, to provide learning recovery supports to students with disabilities impacted by the COVID-19 Pandemic during March 13, 2020 to Sept 1, 2021
 - Funding must be allocated no later than August 31, 2021 and will go out to SELPAs on a per pupil basis
 - The per-pupil rate will be based on the sum of every SELPA's total enrollment of 3-22 year-olds with exceptional needs at either the 2019-20 or 2020-21 Fall Census date, whichever is greater, divided by the available funding
 - SELPAs must, on or before October 1, 2021, work with member LEAs to develop and submit to the SPI a plan on how to the SELPA and its LEAs will implement the learning supports
 - LEAs and SELPAs required to match funding on a one-to-one basis with other funds spent for these purposes
 - TBL does not define "learning recovery supports"
 - Funding cannot supplant existing expenditures or be used to cover attorney's fees
 - Available for encumbrance until June 30, 2023

Special Education, cont.

\$260 million for existing Early Intervention Preschool Grant Program

- Funding still goes out to LEAs on a per pupil basis but now based on a district's total number of grade 1 students with disabilities, according to Fall Census SPED data
- Now requires funding to supplement existing special education resources currently required under state and federal law
- Now requires funding to provide services and supports in inclusive settings that have been determined to improve school readiness and long-term outcomes for children 0-5 years-old
- Eligible uses for this funding include:
 - Early intervention services, one-time programs
 - Services or resources for preschool children with exceptional needs that may not be medically or educationally necessary but have been determined by the district to have a positive impact on young children,
 - Wraparound services,
 - Expansion of inclusive practices, and
 - Professional development for preschool teachers, administrators and paraprofessionals on how to build capacity to serve preschool school children with exceptional needs in more inclusive settings

Special Education, cont.

\$100 million for SELPAs to assist their member LEAs in conducting dispute prevention and voluntary alternative dispute resolution (ADR) in response to the COVID-19 Pandemic

- Funding must be allocated no later than August 31, 2021 and will go out to SELPAs on a per-pupil basis using the same formula as the learning recovery money
- SELPAs then required to allocate at least 80% of the funding proportionally to their member districts, no later than Sept 13, 2021
- Eligible uses of the funding include:
 - Early intervention to promote collaboration and positive relationships between families and schools
 - Conducting voluntary ADR activities
 - Developing and implementing plans to identify and reach-out to families who face challenges to participation in the special education process and whose students experienced significant disruption to their education as a result of the pandemic
- LEAs that receive support from their SELPA for ADR activities will be required to submit a report to their SELPA by Sept 30, 2023 detailing the result of that support
- Available for encumbrance until June 30, 2023

Career Technical Education Incentive Grant (CTEIG)

- Additional **\$150 million** ongoing for CTEIG (now totals \$300 million)
- Clarifies CTEIG is competitive and expands eligibility requirements to include:
 - Programs that integrate academic and CTE opportunities for students to prepare for postsecondary enrollment and to earn postsecondary credits through Advanced Placement Courses, International Baccalaureate courses, or by formal agreement with a postsecondary partner to provide dual enrollment
 - Programs that support students and address their social, emotional, career and academic needs
- New language increases transparency by having CDE consult with the executive director of SBE on program administration
- Each funding round CDE must post, 30 days prior to SBE review and approval, the recommended list of new and renewal grants and submit a detailed report to the Legislature, DOF and the Governor
- Positive consideration will be given to existing programs operated by a COE or JPA

A-G Completion Improvement Grant Program

- **\$547.5 million** for three grant programs to provide additional supports to increase the number of students, particularly unduplicated students, who graduate with A-G Eligibility
 - **A-G Access Grant. \$300 million** for grants to LEAs with an overall A-G completion rate of less than 67 percent
 - **A-G Success Grant. \$100 million** for grants to LEAs with an overall A-G completion rate of 67 percent or higher
 - **A-G Learning Loss Mitigation Grant. \$147.5 million** for grants to LEAs based on their number of unduplicated 9-12 grade pupils
- Funds available for expenditure/encumbrance through 2025-26
- Additional information about these grants in the Appendix

Technology

- **\$6 billion** for broadband infrastructure including:
 - **\$3.75 billion** for middle-mile backbone infrastructure
 - **\$550 million** for California Advances Services Fund (subject to enacting legislation)
- **\$15 million** for continued implementation of Cradle-to-Career Data System
- **\$5.2 million** for Broadband Infrastructure Improvement Grants (BIIG)

Charter Schools

- TBL includes the following changes related to charter renewals:
 - For purposes of determining a charter school's performance levels, if the two consecutive years immediately preceding the renewal decision include the 2019-20 or 2020-21 school year, chartering authorities shall also look at two of the most recent years for which state data is available preceding the renewal decision
 - Extend a charter's term for an additional two years for all charter schools whose term expires on or between January 1, 2022 and June 30, 2025
- TBL extends the current moratorium on new non-classroom-based charter schools an additional 3 years, to January 1, 2025

School Employer Contribution Rates

- Final Budget does not include any additional pension relief for school employers beyond 2021-22
- 2020 Budget Act redirected \$2.3 billion for employer long-term unfunded liability provided in 2019 Budget Act to further reduce CalPERS and CalSTRS contribution rates in 2020-21 and 2021-22

CalSTRS

Fiscal Year	Before 2020 Budget Act	After 2020 Budget Act
2020-21	19.1	16.15
2021-22**	19.1*	16.92* (-2.18)
2022-23**	18.1*	18.1*

CalPERS

Fiscal Year	Before 2020 Budget Act	After 2020 Budget Act
2020-21	22.68	20.7
2021-22	24.9*	22.91* (-1.99)
2022-23	26.1*	26.1*
2023-24	27.1*	27.1*
2024-25	27.7*	27.7*
2025-26	27.8*	27.8*
2026-27	27.6*	27.6*

* Latest projected rates and subject to change

** Beginning 2021-22, rates will be set by the CalSTRS Board

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 10, 2021

Attachments: _____

From: Tammy Busch, Chief Business Officer

Item Number: 9.2.3

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

SUBJECT:

Bond Oversight Update

BACKGROUND:

The Board of Trustees called a general obligation bond election, known as Measure J, pursuant to its Resolution No. 793 (the "Resolution") and Measure K, pursuant to its Resolution No. 794 (the "Resolution"), held on November 3, 2020. The Registrars of Voters of Sacramento County, Solano County, and Yolo County canvassed the returns of the election, as required by law, and delivered to the Board a certificate of election results certifying that at least 55 percent of the votes cast on Measure J and Measure K were in favor of issuing bonds. The Board entered the results of the Measure J and Measure K election on its January 19, 2021 minutes.

As required by the Resolutions and the Education Code, following the results of the Measure J and Measure K election being entered in the Board's minutes, the Board must establish a Bond Oversight Committee to ensure that the proceeds of the Measure J and Measure K bonds are expended only for the purposes set forth in the Resolutions, Measure J and Measure K as approved by the voters.

The purpose of the Bond Oversight Committee shall be to inform the public concerning the expenditure of bond revenues. The Bond Oversight Committee shall actively review and report on the proper expenditure of taxpayers' money for school construction.

STATUS:

The Bond Oversight Committee has been established and held its first meeting on August 5, 2021 at Walnut Grove Elementary School at 4:30pm.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

That the Board receives this information

Time allocated: 2 minutes

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: August 10, 2021

Attachments: X

From: Ken Gaston, Director of MOT

Item Number: 9.2.4

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

SUBJECT:

Request to Board to Receive the Monthly Maintenance, Operations and Transportation Informational Report

BACKGROUND:

This report is 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 June and July 2021

PRESENTER:

Ken Gaston, Director of Maintenance, Operations and Transportation

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
August 10, 2021

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

Maintenance & Operations:

- **Bates Elementary**
 - Replaced ballast in staff restroom. - \$108

- **Clarksburg Middle School**
 - Replaced valve in front of school. - \$134

- **Delta High School**
 - Set up graduation stage on football field. - \$840
 - Patched hole on soffit and screwed loose plywood. - \$120
 - Power washed all locations facing the football field behind gym. - \$240
 - Patched hole on soffit in library. - \$120
 - Added 10 gallons of hydraulic fluid to trash compacter. - \$116
 - Changed out seals on flush valves in girl's locker room. - \$180

- **D. H. White Elementary**
 - Replaced broken faucet in classroom. - \$130
 - Replaced broken fan motor. - \$810
 - Changed out tank bolts and gasket in restroom in office hallway. - \$140

- **Isleton Elementary School**
 - Added concrete for shade structure and installed table in playground. - \$4,900
 - Installed new toilet flange and mounted toilet in office bathroom. - \$539
 - Removed old faucets and installed new faucets in office bathroom. - \$242
 - Replaced old window A/C unit in principal's office. - \$965

- **Rio Vista High School**
 - Added outhouse and build 2 platform steps for stepping in and out. - \$325
 - Replaced 2 ballasts in art room. - \$312
 - Painted the street in front of the school white. - \$160
 - Replaced broken door opener in admin building. - \$280
 - Repair broken pipe in front of main building. - \$210
 - Installed water spigot in boy's locker room. - \$125
 - Pressure washed all sidewalks and concrete areas on campus. - \$720
 - Replaced 6 ballasts and 12 bulbs in classroom F-110. - \$590
 - Replaced choker valve and seals in staff restroom. - \$110

- **Riverview Middle School**
 - Removed dead tree in upstairs patio. - \$265
 - Removed old and bent antenna from roof. - \$160
 - Moved locking file cabinet and bookshelf from room 12 to portable 2. - \$160
 - Moved wellness center to the old computer lab. - \$160
 - Installed an irrigation timer. - \$240

- **Walnut Grove Elementary School**
 - Removed old signs and installed new ones at the parking lot. -\$219
 - Repaired window trim and installed new plexiglass in locker room. -\$268
 - Replaced air compressor pump with new compressor in admin. - \$739
 - Replaced irrigation timer. -\$380
 - Changed out multiple sprinklers and adjusted timer. - \$202
 - Replaced led post lights in blacktop. - \$399

- **Transportation Dept.**
 - Replaced A/C unit in transportation garage. - \$1,000

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 10, 2021

Attachments: X

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 9.3.2

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

SUBJECT:

Williams Settlement Public Notification Regarding Sufficiency of Teachers, Facilities, and Textbook and Instructional Materials.

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 in the fourth quarter (April-June).

PRESENTER: Nicole Latimer, Chief Educational Services Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: No cost to the district.

RECOMMENDATION:

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

Time allocated: 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 tsalomon@rdsd.org	Job Title	Phone Number Include area code
E-mail Address		

DISTRICT INFORMATION

River Delta U.S.D.	2021	Quarter 4 (Apr.–Jun.)
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: August 10, 2021

Attachments: X

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 9.3.3

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

SUBJECT:

Sacramento County Office of Education (SCOE) Third Quarterly Williams Review Report for 2020-2021.

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 Unified School District currently has two schools that are required to receive an annual Williams visit and review: Walnut Grove Elementary School and Clarksburg Middle School.

STATUS:

During the third quarter of Fiscal Year (FY) 2020-2021, the Sacramento County Office of Education did not conduct any site reviews of instructional materials or facilities due to the COVID pandemic. The School Accountability Report Card (SARC) of each of the District's Williams schools were reviewed. SCOE conducted no reviews of teacher vacancies and misassignments in the third quarter. There were no complaints filed in the district under the Uniform Complaint Procedure in the third quarter.

PRESENTER: Nicole Latimer, Chief Educational Services Officer

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

June 18, 2021

Via Electronic Mail

Board of Education

Joanne Ahola
President

Karina Talamantes
Vice President

O. Alfred Brown, Sr.

Heather Davis

Harold Fong, MSW

Paul A. Keefer, Ed.D., MBA

Bina Lefkowitz

Jennifer Stone, President
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: Third Quarterly *Williams* Review Report
Fiscal Year 2020-2021

(916) 228-2500

www.scoe.net

Dear President Stone and Superintendent Wright:

As a result of the *Williams* Settlement, the county superintendent of schools is required to send quarterly reports regarding the results of school site visits and reviews conducted each quarter to the governing boards of the school districts with *Williams* schools (i.e., schools that ranked in deciles 1 to 3 on the 2012 Base Academic Performance Index (API).) (Ed. Code, § 1240(c)(2)(G).)

During the third quarter, districts within Sacramento County were faced with the responsibility of formulating and implementing safe transitional plans to reopen campuses consistent with federal, state, and county guidelines. Many districts continued to provide distance-learning for their students as well as in-person instruction pursuant to their reopening plans.

Mindful of the challenges that Sacramento districts and pupils have endured, this letter serves as the 2020-2021 Third Quarterly Report for the River Delta Unified School District (District). These results can be made public at one of your governing board's regularly scheduled and noticed meetings.

Instructional Materials and Facilities

During the third quarter of Fiscal Year (FY) 2020-2021, the Sacramento County Office of Education (SCOPE) staff did not conduct any site reviews of instructional materials or facilities. SCOPE has been in regular contact with the California Department of Education (CDE) regarding the impact the pandemic will have on the *Williams* monitoring of facilities and instructional materials at the beginning of the 2021-2022 school year. We will keep you apprised as we learn more information.

School Accountability Report Card

The School Accountability Report Card (SARC) of each of the District's *Williams* schools was reviewed for accuracy as required by Education Code section 1240(c)(2)(I). The District submitted self-generated facility inspection tools to SCOE, which were used to evaluate the accuracy of the SARCs' facility conditions information. The information contained in the schools' SARCs was clear, current, and accurate. In order to provide assistance in preparing your District's SARCs for next year, a chart (Exhibit A) is enclosed that provides detailed suggestions for further improving the District's SARCs.

Teacher Vacancies and Misassignments

SCOE conducted no reviews of teacher vacancies and misassignments in the third quarter. Legislation enacted in 2019 amended the monitoring requirements for teacher vacancies and misassignments (see, Education Code section 44258.9). The Commission on Teacher Credentialing has begun implementation of the new monitoring system (CalSAAS). The monitoring window for review and correction of 2020-2021 data begins August 1, 2021 and concludes December 31, 2021.

Uniform Complaint Procedures

Finally, according to the District's report to SCOE, there were no complaints filed in the District under the Uniform Complaint Procedures during the third quarter ending March 31, 2021.

I commend your efforts to provide services to all of your pupils during the pandemic and especially those in your *Williams* schools. 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

Attachment

EXHIBIT A
Sacramento County Superintendent of Schools
WILLIAMS SETTLEMENT LEGISLATION
THIRD QUARTERLY REPORT FOR RIVER DELTA UNIFIED SCHOOL DISTRICT
2020-2021 FISCAL YEAR

SCHOOL ACCOUNTABILITY REPORT CARD:

School districts are required to publish and post on their website the annual School Accountability Report Card (SARC) by February 1 of each year. We reviewed the following schools' published SARCs to determine the accuracy of the information reported regarding the sufficiency of textbooks and instructional materials, and the safety, cleanliness, and adequacy of school facilities, including "good repair." In order to assist the District with future SARCs, we provide the following comments:

School	SARC Review Date	Instructional Materials	Facility Conditions
All Schools	April 2021	<ul style="list-style-type: none"> • Within eight weeks of the first day of school, the District is required to hold an annual public hearing to determine whether each student has sufficient textbooks and instructional materials, pursuant to Education Code section 60119. This date was missing. • The District SARCs did a good job covering the other required elements in the instructional materials section. 	<ul style="list-style-type: none"> • The District staff should be commended for covering nearly all elements from the California Department of Education's SARC Data Element Definitions and Sources.
Clarksburg MS	4/13/2021	SEE ABOVE FOR BOTH SCHOOLS	SEE ABOVE FOR BOTH SCHOOLS
Walnut Grove ES	4/13/2021	SEE ABOVE FOR BOTH SCHOOLS	SEE ABOVE FOR BOTH SCHOOLS

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: Tuesday August 10, 2021

Attachments: 1

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 9.3.4

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

SUBJECT:

Request to hold a Public Hearing in accordance with requirements of Assembly Bill 130 (Ch. 44, Statutes of 2021) Regarding Board Policies, Administrative Regulations and Exhibits Relate To Independent Study and Instructional Strategies

BACKGROUND:

On July 9, 2021, Assembly Bill 130 was signed into law as an amendment to Education Code 51747. This amendment mandates that the Governing Board adopt a policy with specified requirements as a condition of receiving state funding for independent study students. In addition to meeting the requirements specified by Education Code 51747, board policies must comply with rules and regulations adopted by the Superintendent of Public Instruction (SPI). In compliance with AB 130, River Delta Unified School District shall hold a Public Hearing to provide the opportunity for public comment regarding changes to Education Code 51747.

STATUS:

Assembly Bill 130 was signed into law on July 9, 2021. When developing policy on independent study 5 CCR 11701 requires the Board to consider, in a public hearing, (1) the scope of its existing or prospective use of independent study as an instructional strategy, (2) its purposes in authorizing independent study, and (3) factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult students.

PRESENTER:

Nicole Latimer, Chief Educational Services Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

Kathryn Wright, Superintendent

COST AND FUNDING SOURCES:

Zero cost to the District.

RECOMMENDATION:

That the River Delta Unified School District (RDUSD) Board of Trustees hold a Public Hearing in accordance with requirements of Assembly Bill 130 (Ch. 44, Statutes of 2021).

Time allocated: 10 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

and School Board Meeting

August 10, 2021, at 6:30 p.m.

To be held at Isleton Elementary School

On July 9, 2021, Assembly Bill 130 was signed into law as an amendment to Education Code 51747. This amendment mandates that the Governing Board adopt a policy with specified requirements as a condition of receiving state funding for independent study students. In addition to meeting the requirements specified by Education Code 51747, board policies must comply with rules and regulations adopted by the Superintendent of Public Instruction (SPI). In compliance with AB 130, River Delta Unified School District shall hold a public hearing to provide the opportunity for public comment regarding changes to the independent study program.

A public hearing policy changes for independent study the River Delta Unified School District is scheduled for hearing **after 6:30 p.m. on August 10, 2021**, during the regularly scheduled Board Meeting, at **Isleton Elementary School**, in Isleton, California. Interested members of the public are invited to address the Board on the issue. For further information or questions, please call Nicole Latimer at (707) 374-1725.

REQUESTED TO BE POSTED: District Office, School Sites and Rio Vista Library, Isleton Library, Walnut Grove Library, Courtland Library, Clarksburg Library

Bates School
Clarksburg Middle

Isleton School
Riverview Middle

Creating Excellence To Ensure That All Students Learn
Walnut Grove School
D. H. White Elementary
River Delta High/Elementary School
Delta Elementary Charter School

Delta High School
Rio Vista High School
River Delta Community Day School

Wind River School
Mokelumne High School



DISTRITO ESCOLAR UNIFICADO RIVER DELTA

445 Montezuma Street

Rio Vista, California 94571-1651

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

<http://riverdelta.org>

AVISO DE AUDIENCIA PÚBLICA

y Reunión de la Junta Escolar

Agosto 10, 2021, a las 6:30 p.m.

Se llevará a cabo en la Escuela Primaria Isleton

El 9 de julio de 2021, el Proyecto de Ley 130 de la Asamblea se convirtió en ley como una enmienda al Código de Educación 51747. Esta enmienda ordena que la Junta Directiva adopte una política con requisitos específicos como condición para recibir fondos estatales para estudiantes de estudios independientes. Además de cumplir con los requisitos especificados por el Código de Educación 51747, las políticas de la Junta deben cumplir con las reglas y regulaciones adoptadas por el Superintendente de Instrucción Pública (SPI). De conformidad con AB 130, el Distrito Escolar Unificado de River Delta celebrará una audiencia pública para brindar la oportunidad de comentarios públicos sobre los cambios en el programa de estudio independiente.

Una política de audiencia pública cambia para un estudio independiente que el Distrito Escolar Unificado de River Delta está programado para audiencia **después de las 6:30 p.m. en agosto 10, 2021**, durante la reunión de la Junta programada regularmente, en la **Escuela Primaria Isleton**, en Isleton, California. Se invita a los miembros del público interesados a dirigirse a la Junta sobre el tema. Para obtener más información o preguntas, llame a Nicole Latimer al (707) 374-1725.

SOLICITADO PARA SER PUBLICADO: Oficina del Distrito, Sitios Escolares y Biblioteca de Rio Vista, Biblioteca de Isleton, Biblioteca de Walnut Grove, Biblioteca de Courtland, Biblioteca de Clarksburg

Bates School
Clarksburg Middle

Isleton School
Riverview Middle

Creating Excellence To Ensure That All Students Learn
Walnut Grove School
D. H. White Elementary
River Delta High/Elementary School
Delta Elementary Charter School

Delta High School
Rio Vista High School

River Delta Community Day 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: August 10, 2021

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 10.1

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

SUBJECT:

Request to Approve the Minutes From the Regular Meeting of the Board of Trustees on June 22, 2021.

BACKGROUND:

Attached are the Minutes from the Regular meeting of the Board of Trustees on June 22, 2021.

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

June 22, 2021

1. **Call Open Session to Order** – President Stone called the Open Session of the meeting of the Board of Trustees to order at 5:30 p.m. on June 22, 2021. As the result of the Coronavirus Pandemic (COVID-19), on March 12, 2020, Governor Gavin Newsom issued Executive Order N-25-20. This order includes directives canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. The Governor has also issued Executive Order N-33-20, prohibiting people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment. The health and well-being of our students, staff and community members are the top priority for the Board of Trustee of River Delta Unified School District. To facilitate this process the meeting was held remotely via Zoom Webinar. Access was available to the public to attend with audio and video.

President Stone gave instructions on how the public is to address the Board during Public Comment or on any agendized item.

2. **Roll Call of Members:**

Jennifer Stone, President
Dan Mahoney, Vice President
Marilyn Riley, Clerk (Absent)
Rafaela Casillas, Member
Marcial Lamera, Member
Wanda Apel, Member
Randall Jelly, Member

Also, present: Katherine Wright, Superintendent and Jennifer Gaston, Recorder.

3. **Review Closed Session Agenda (see attached agenda)**

- 3.1 Board President Stone announced items on the Closed Session Agenda

- 3.2 Public Comment on Closed Session Agenda Items Only – None to report

4. **Board President Stone asked for a motion to approve the Closed Session agenda and adjourn the meeting to Closed Session @ 5:31 pm**

Member Casillas moved to approve, *Member Lamera seconded. Motion carried by roll call Vote 6 (Ayes: Mahoney, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays:): 1 (Absent: Riley)*

5. **Open Session was reconvened at 6:33 pm**

- 5.1 Roll was retaken. Member Riley was absent. All other members were present.

Also, present: Katherine Wright, Superintendent and Jennifer Gaston, Recorder

- 5.2 Pledge of Allegiance was led by Board President Stone

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

Board President Stone reported that, during Closed Session, the Board did not take any actions.

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

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

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

8. **Public Comment:** Ms. Latimer greeted the Board and indicated that there were no general public comments.

9. **Reports, Presentations, Information**

- 9.1 Board Member(s) and Superintendent Report(s) and/or Presentation(s) –

- 9.1.1 Board Members' report(s) None to report

- 9.1.2 Superintendent Wright's report(s) Superintendent Wright expressed her gratitude to the Board allowing time to spend with her family. She traveled to Arizona and enjoyed the time to rest, relax and rejuvenate with her family.

Superintendent Wright conveyed her excitement for the upcoming architect interviews that are scheduled at the end of the week. The architects will be working on both Measure J and Measure K Bond projects.

Superintendent Wright hopes that all district employees have had time to rest and hit the reset button over the break. We are excited for the upcoming 2021-2022 school year and to have some normalcy back in our lives.

9.1.2.1 City of Isleton discussion regarding Boat Parks, Redevelopment Agency Debt and City Ordinance Modification, Charles Bergson was not able to connect until later in the meeting.

Ms. Latimer read the Public Comment from Mandi Elder relating to this agenda item. She stated that, as an Isleton resident and former Isleton Tiger, I would like it to be known that I'm against the city's request to modify the cannabis ordinance to less than 600 feet from a school, which is set by the state and the city should abide by these restrictions. While this is still illegal by federal law, she believes it will be detrimental to the students and the school itself, as parents will not want their children attending the school and may lead to a possible school closure due to low enrollment. Ms. Elder stated that the city is small with a wonder school, teachers, great respectful Isleton Tiger students. It is of her opinion, that if the city allows this change in ordinance, it will be a great mistake and opens the door for more to come.

Charles Bergson, City Manager for Isleton addressed the Board stating that the Mayor of Isleton wanted to address the Board as well, but was unable to make this meeting. He referenced a letter in the backup materials submitted to the Board stating that the City of Isleton has been working to unravel past doings, while rectify its finances and mistakes from the past. He noted that, over the past 20 years, the City of Isleton has accrued approximately \$200,000 dollars from 1990-2011 in Redevelopment Funds owed to the River Delta Unified School District and other agencies. Other topics that the City would like to address are the City zoning modification to provide for non-retail manufacturing, (cannabis-related property) and the idea of leasing part of the Isleton Elementary School for municipal boat ramp parking.

The Board had many questions regarding rezoning for cannabis-related properties. Mr. Bergson did not have the answers at hand and requested to change the topic of discussion to the repayment of Redevelopment Funds and the lease of school property.

Member Mahoney repeated his question about how many cannabis-related businesses are in the City of Isleton. Mr. Bergson responded with 7 businesses. After further discussion, Mr. Bergson stated that the City is not asking to re-zone around Isleton Elementary School. Member Mahoney confirmed with Mr. Bergson that this is off the table for discussion. Mr. Bergson agreed and confirmed that Member Mahoney's statement was true.

Further discussion around the repayment of redevelopment funds between Mr. Bergson and the District. The possibility of a loan was brought up to Mr. Bergson, he was unsure if this would be a viable possibility. Superintendent Wright stated that these funds directly impact the children of Isleton and the Isleton Elementary School. She urges the City to set the repayment of funds to the District as a priority in their repayment plan, as it directly impacts the children. Mr. Bergson will prepare a proposal and submit to the District for the August Board meeting.

Regarding leasing District property for boat parking, it was determined that the City of Isleton needs to put together a detailed plan with viable information and submit to the River Delta USD Board of Trustee for discussion.

9.2 Retiree Recognition – Katherine Wright, Superintendent stated that it was her pleasure to recognize the retiring River Delta Unified District employees from the 2020-2021 school year. She mentioned that they are amazing individuals and gave a brief employment summary for each retiree and of their years of service in the District. Certificated retirees are Janet Allen (37 years), Marsha Montgomery (18 years); Classified Management retirees are Bonnie Kauzlarich (29 years), Sharon Silva (23 years); Classified retirees are Stacy Gardiner (23 years), Ana Origel (24 years), Betty Perez (19 years), Noeme Silva (28 years), and Janet Blegen (22 years). Superintendent Wright thanked them for all their hard work and dedication to the District.

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

9.3.1 Educational Services Update – Nicole Latimer, Chief Educational Services Officer announced that she will be yielding her time for the School Plan for Student Achievement presentations. However, she did mention that her team is preparing for a GLAD training, wrapping up this school year and making plans for the 2021-2022 school year.

9.3.2 School Plan for Student Achievement 2021-2022 Presentations: Isleton Elementary School; Clarksburg Middle School; Delta High School; and Rio Vista High School; Mokelumne High School – Site Principals. Each Principal provided areas that were worked well at their school site and planned to continue during the 2021-2022 school year, as well as, areas that need improvement or growth. Social-emotional learning support was a common goal.

9.3.3 Special Education Update – Tom Anderson, Director of Special Education, reported that his team has been working on the Extended School Year (ESY) for special education students. The ESY Program is being held at D.H. White Elementary School and Rio Vista High School. One aspect of the program is providing the students with community-based instruction.

Mr. Anderson mention that he, along with Principal Mabery and Principal Rossi attended a job fair in hopes to find replacements for employees who have left the District, not only in Special Education, but throughout the District. They were excited with some of the prospective candidates.

10. Consent Calendar

All matters listed under the Consent Calendar are to be considered routine action and all will be enacted by one motion. There will be no separate discussion of these items unless a member of the Board of Trustees requests that specific items to be removed from the Consent Calendar for separate action. Any items removed will be considered for separate action after the motion to approve the Consent Calendar.

- 10.1 Approve Board Minutes
Regular Meeting of the Board – June 8, 2021
- 10.2 Receive and Approve Monthly Personnel Report - As of June 8, 2021
- 10.3 Request to Approve the Isleton Elementary School; Clarksburg Middle School; Delta High School; Rio Vista High School and Mokelumne High School's Single Plans for Student Achievement for the 2021-2022 School Year – Site Principals
- 10.4 Request to Approve the Independent Contract for Services Agreement with Rio Vista CARE for the 2021-2022 School Year at a cost not to exceed \$10,000 – Special Education and CARES Act Funds – Nicole Latimer, Chief Educational Services Officer
- 10.5 Request to Pre-Approve the 2021-2022 ASB, Booster Club, PTC and PTA Fundraisers– Vina Guzman, Chief Business Officer
- 10.6 Request to Approve the Purchase of ABC Mouse Early Learning Academy for the 2021 2022 School Year at a cost not to exceed \$4,375 – Educational Funds – Nicole Latimer, Chief Educational Services Officer
- 10.7 Request Approval to Renew the AVID Membership and Pay Dues for River Delta Unified School District Schools for the 2021-2022 School Year - \$22,716 - Educational Service Funds – Nicole Latimer, Chief Educational Services Officer

- 10.8 Request to Approve the Renewal of 61 Odysseyware Web-based Instructional Program Licenses for use in Alternative Education, Special Education and Adult Education Throughout the District for the 2021-2022 School Year at a cost not to exceed \$44,200 – Educational Services and Adult Education Funds – Nicole Latimer, Chief Educational Services Officer
- 10.9 Request to Approve the Purchase of Measures of Academic Performance (MAP) Assessments for Students Grades K-10 for the 2021-2022 School Year at a cost not to exceed \$24,934.50 - Educational Services Funds– Nicole Latimer, Chief Educational Services Officer
- 10.10 Request to Approve the Renewal with Renaissance Learning Educational Software Licenses for the 2021-2022 School Year at a cost not to exceed \$41,231.79 – Educational Services & After School Program Funding – Nicole Latimer, Chief Educational Services Officer
- 10.11 Request to approve the Memorandum of Understanding with Sacramento County Office of Education (SCOE) for the 2021-2022 School Year to Provide Vision, Orientation and Mobility Services at a cost not to exceed \$4,774 – Tom Anderson, Director of Special Education
- 10.12 Request to Approve the Medical Billing Systems, Inc. Agreement for the 2021-2022 School Year at a cost not to exceed \$1,000 – Educational Services Funds– Nicole Latimer, Chief Educational Services Officer and Tom Anderson, Director of Special Education
- 10.13 Request to Approve the Purchase of Licenses for Turnitin, LLC Software for the 2021-2022 School Year at a cost not to exceed \$4,090 – Educational Services Funds– Nicole Latimer, Chief Educational Services Officer
- 10.14 Request to Approve the Contract with Loy Mattison Enterprises, E-rate Consultant to Provide Assistance with the E-Rate Process in FY 2021-2022, not to exceed \$8,000 – Vina Guzman, Chief Business Officer
- 10.15 Request Permission to Apply for the Agricultural Incentive Grant for the 2021-2022 school year – Nicole Latimer, Chief Educational Services Officer
- 10.16 Request to Approve the Professional Expert Agreement with Susan Jones to provide 15 days of Coaching and Mentoring for Rio Vista High School Teachers in the 2021-2022 School Year at a cost not exceed \$3,000 – Site Funds – Victoria Turk, Principal of Rio Vista High School
- 10.17 Request to Approve the Contract with Ryland School Business Consulting for Various Financial and Business Office Services – at a cost not to exceed \$15,000 – Unrestricted General Funds – Katherine Wright, Superintendent
- 10.18 Request to Approve the Independent Contract for Services Agreement with Carina Grandison, Ph.D. for the 2021-2022 School Year at a Cost Not to Exceed \$6,600 – Special Education Funds – Tom Anderson, Director of Special Education
- 10.19 Request to Approve the Online Software Program of Home Campus an Athletic Clearance Packet Program for Rio Vista High School and Delta High School – At a cost not to exceed \$1,790 – Nicole Latimer, Chief Educational Services Officer
- 10.20 Request to Approve Victoria Turk, Katherine Ingalls and Noelle Gomes as Rio Vista High School Representatives to CIF Leagues for 2021-2022 and Christine Mabery and Nanci Rose as Delta High School Representatives to CIF Leagues for the 2021-2022 School Year – Victoria Turk and Christine Mabery, Principals
- 10.21 Request to Approve the Contract with Burke, Williams & Sorensen, LLP to Provide Legal Services with Respect to its General Business, Legal, Educational and Governance Matters, Including Representation, Advice, and Counseling on Charter School Matters – Katherine Wright, Superintendent
- 10.22 Request to Declare as Surplus the Non-Operable Technology Equipment from Walnut Grove Elementary School's Inventory and Deem Their Value as Zero – Carrie Norris, Principal
- 10.23 Request to Approve the Leave of Absence made by Christina Snyder, Teacher at D.H. White Elementary School for the 2021-2022 School Year – Bonnie Kauzlarich, Director of Personnel
- 10.24 Request to approve the Special Education Local Plan Agency (SELPA) Certification Agreement to State & Federal Assurances – Tom Anderson, Director of Special Education
- 10.25 Request to Approve the Bates Elementary School Revised Single Plans for Student Achievement for the 2021-2022 School Year – Maria Elena Becerra

10.26 Donations to Receive and Acknowledge:

Riverview Middle School

Beth Brockhouse - \$153.84

Isleton Elementary School – RDUSD State Preschool

Howard Lamothe

Rio Vista High School – RVHS Bass Fishing Team

Jon Babcock & Judi Alderson

Jane Cronin

Amanda Hurley

Sherman Lake Marina

CA Correctional S.O.

Rio Vista Rotary Club

Rio Vista High School – Class of 2021

Donnelly Floral & Event Design - \$59.60

President Stone pulled Consent Calendar Items 10.3 and 10.25 for discussion

Member Lamera moved to approve pulling items 10.3 and 10.25 and approving all other items, Member Apel second. Motion carried by roll call vote 6 (Ayes: Mahoney, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays:): 1 (Absent: Riley)

President Stone acknowledged the donors and thanked them for their continued support.

President Stone asked Superintendent Wright to address the items pulled. Superintendent Wright noted that at the June 9, 2021 Board meeting the Site Plans were approved as submitted. However, in the Fall, each plan would be revised with measurable goals and objectives. Superintendent Wright indicated that she met with each principal and review the changes that were requested. In collaboration with the Leadership Admin Team, Superintendent would like to bring forth a recommendation to the Board. The recommendation is to create a districtwide document with measurable objectives and benchmarks. Each school site would be included in the document, and progress can be tracked for measurable objectives districtwide and by site. This document will be presented to the Board in the Fall and periodically throughout the year. This recommendation would replace the motion made at the last Board meeting to have the site plans revised and presented in the Fall. The Board members were open to the recommendation made by Superintendent Wright.

Member Mahoney moved to approve items 10.3 and 10.25 with a Districtwide document presented in the Fall, *Member Casillas seconded. Motion carried by roll call Vote 6 (Ayes: Mahoney, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays:): 1 (Absent: Riley)*

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 and Adopt the 2021-2022 Local Control and Accountability Plan (LCAP) for River Delta Unified School – Katherine Wright, Superintendent

Member Lamera moved to approve, *Member Apel seconded. Motion carried by roll call Vote 6 (Ayes: Mahoney, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays:): 1 (Absent: Riley)*

12. Request to Approve and Adopt the Proposed 2021-2022 District Budget for River Delta Unified School District – Vina Guzman, Interim Chief Business Officer

Member Lamera moved to approve, *Member Casillas seconded. Motion carried by roll call Vote 6 (Ayes: Mahoney, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays:): 1 (Absent: Riley)*

13. Request to Approve Resolution #819 CDE Child Development Services Contract – CSPP- 1405 California State Preschool naming Stacy Wallace, Preschool Director, Nicole Latimer, Director of Educational Services and Tammy Busch, Chief Business Officer as Authorized Signees to Sign Transactions for the Governing Board – Nicole Latimer, Chief Educational Services Officer

Member Lamera moved to approve, *Member Jelly seconded. Motion carried by roll call Vote 6 (Ayes: Mahoney, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays:): 1 (Absent: Riley)*

14. Request to Approve the Purchase of a 2021 Ford Super Duty F-350, not to exceed \$53,678 – Ken Gaston, Director of Maintenance, Operations and Transportation
 Member Apel moved to approve, *Member Jelly seconded. Motion carried by roll call*
Vote 6 (Ayes: Mahoney, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays:): 1 (Absent: Riley)
15. Request to Approve Resolution #820 Beginning July 1, 2021 Authorizing Designees to Sign District Payroll Orders and Request for Payments to Vendors to Katherine Wright, Superintendent, Tammy Busch, Chief Business Officer and Vicki Preciado, Director of Accounting – Katherine Wright, Superintendent
 Member Lamera moved to approve, *Member Casillas seconded. Motion carried by roll call*
Vote 6 (Ayes: Mahoney, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays:): 1 (Absent: Riley)
16. Request to Approve the Elimination of the River Delta Unified School District Potential School Closure List – Katherine Wright, Superintendent
 Member Lamera moved to approve, *Member Casillas seconded. Motion carried by roll call*
Vote 6 (Ayes: Mahoney, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays:): 1 (Absent: Riley)
17. Re-Adjourn to continue Closed Session, if needed – Board President Stone reported that re-adjourning to Closed Session was not necessary.
18. Report of Action taken, if any, during continued Closed Session (Government Code Section 54957.1) Board President Stone reported Closed Session was not necessary – no actions to report.
19. Adjournment: With no further business before the Board, Board President Stone asked for a motion to adjourn.
 Member Casillas moved to approve, *Member Lamera seconded. Motion carried by roll call*
Vote 6 (Ayes: Mahoney, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays:): 1 (Absent: Riley)

The meeting was adjourned at 8:50 pm
 Submitted:

Approved:

 Katherine Wright, Superintendent and
 Secretary to the Board of Trustees
 By: Jennifer Gaston, Recorder
 End

 Marilyn Riley, Clerk, Board of Trustees

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: August 10, 2021

Attachments: X

From: Codi Agan, 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

RIVER DELTA UNIFIED SCHOOL DISTRICT
PERSONNEL TRANSACTION AND REPORT
DATE: August 11, 2020

NAME	SCHOOL OR DEPARTMENT	NEW OR CURRENT POSITION	TRANSACTION, EFFECTIVE AT
			*CLOSE OF THE DAY
			**BEGINNING OF THE DAY
ADMINISTRATIVE			
CERTIFICATED			
Jennifer Simas	Rio Vista HS	Special Ed Teacher 1.00 FTE	Resigned effective *06/22/2021
Michael Porter	Rio Vista HS	Social Science Teacher 1.00 FTE	Resigned effective *06/30/2021
Corrie Soderlund	Delta HS / Clarksburg Middle	Art Teacher 1.00 FTE	Resigned effective *06/30/2021
Cassandra Palafox	Delta HS / Clarksburg Middle	Math Teacher 1.00 FTE	Resigned effective *06/30/2021
Paula Anderson	Isleton Elementary	First Grade Teacher 1.00 FTE	Retired effective *06/30/2021
William Hodges	Riverview Middle School	Science Teacher 1.00 FTE	Resigned effective *06/30/2021
Felipe Gomez-Moreno	Delta HS	High School Counselor 1.00 FTE	Resigned effective *06/30/2021
Melissa Tello Garcia	Districtwide	Migrant Ed Counselor 1.00 FTE	Resigned effective *07/21/2021
Marie Cailles	D.H White Elementary	Fourth Grade Teacher 1.00 FTE	Resigned effective *07/23/2021
Christina Snyder	D.H White Elementary	First Grade Teacher 1.00 FTE	Resigned effective *07/29/2021
Michael Sammis	Delta High School	Science Teacher 1.00 FTE	Resigned effective *07/30/2021
Holly Pauls	Districtwide	Nurse 1.00 FTE	Retired effective *09/30/2021
Danielle Nevins	Districtwide	SEAD Cordinator 1.00 FTE	Hired effective ** 07/19/2021
Jialing Chen	Districtwide	Social Worker 1.00 FTE	Hired effective ** 08/02/2021 (Vice Lynn Imel)
Melanie Skinner	Clarksburg Middle	PE Teacher 1.00 FTE	Hired effective ** 08/06/2021 (Vice Katherine Ingalls)
Eleanor Barnett	Walnut Grove Elementary	Kinder Tecaher 1.00 FTE	Hired effective ** 08/06/2021 (Vice Makayla Heeney)
Tyler Yates	Rio Vista HS	Woodshop Tecaher 1.00 FTE	Hired effective ** 08/06/2021 (Vice Keith Russell)
Brittany Moita	Isleton Elementary	First Grade Teacher 1.00 FTE	Hired effective ** 08/06/2021 (Vice Paula Anderson)
Anika Neeley	Delta HS / Clarksburg Middle	AG Teacher 1.00 FTE	Hired effective ** 08/06/2021 (Vice Shanana Spears)
Lacey DuBois	D.H White Elementary	Special Ed Teacher 1.00 FTE	Hired effective ** 08/06/2021 (Vice Anthony DePage)
Emily Corvin	D.H White Elementary	Fifth Grade Teacher 1.00 FTE	Hired effective ** 08/06/2021 (Vice Taylor Grossi)
Camille LeBlanc	Clarksburg Middle	SDC Teacher 1.00 FTE	Hired effective ** 08/06/2021 (Vice Nichol Rogers)
Melissa Tello Garcia	Delta HS/ Clarksburg	High School Counselor 1.00 FTE	Hired effective ** 08/06/2021 (Vice Felipe Gomez-Moreno)
Veronica Whiteley	Bates Elementary	Secon/Third Grade Teacher 1.0 0FTE	Hired effective **08/06/2021 (Vice Marie Cailles)
CLASSIFIED MANAGEMENT			

RIVER DELTA UNIFIED SCHOOL DISTRICT
PERSONNEL TRANSACTION AND REPORT
DATE: August 11, 2020

CLASSIFIED			
Janet Blegen	Rio Vista HS / Riverview Middle	Library Technician 0.50 FTE	Resingened effective * 6/18/2021
Cheyenne Jahner	D.H. White Elemantary	Instructional Assistant III 0.50 FTE	Resigned effective *8/02/2021
Tracy McCarthy	Rio Vista HS	Sr. Food Service Worker 1.00 FTE	Retired effective *09/09/2021
Anna Street	1st 5 Preschool	Assitant Preschool Teacher 0.80 FTE	Hired effective **08/02/2021 (Vice Rochelle Etherton)
Emma Norris	Isleton State Preschool	State Preschool Secretary 0.50 FTE	Hired effective **07/13/2021

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 10, 2021

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 10.3

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

SUBJECT:

Approve Monthly Expenditure Summary Report for June and July 2021

BACKGROUND:

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

STATUS:

PRESENTER:

Tammy Busch, 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, Aug 02, 2021, 9:58 AM

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015023 49ER WATER SERVICES 245 NEW YORK RANCH ROAD #A JACKSON, CA 95642	1,035.00	2879 MAINT WATER TESTING 2942 MAINT WATER TESTING	06/01/2021 06/24/2021	21407175 PV-210678 21411920 PV-210732	535.00 500.00	N N
(0) - 0						N
014434 ABEL COLLISION CENTER 1012 HIGHWAY 12 RIO VISTA, CA 94571	3,333.29	5127/5128 TRANS REPAIRS	06/22/2021	21411162 PO-211132	3,333.29	N
(707) 374-6348						N
010999 ACADEMIC AFFAIRS 1026 FLORIN RD STE #143 SACRAMENTO, CA 95831	500.67	1283 CTE GRAD SUPPLIES	06/01/2021	21407176 PV-210679	500.67	7
(070) 399-9091						N
015188 ACADEMIC INNOVATIONS 59 SOUTH 100 EAST SAINT GEORGE, UT 84770	104.24	136190 ED SV SUPPLIES	06/24/2021	21411921 PV-210733	104.24	N
(0) - 0						N
013287 ACSA FOUNDATION FOR ED ADMIN 1575 BAYSHORE HIGHWAY BURLINGAME, CA 94010	239.71	JUNE 2021 ACSA DUES	06/03/2021	21407629 PV-210687	239.71	N
(800) 608-2272						N
014567 ADMINISTRATIVE SOFTWARE APPLIC 1310 HOLLENBECK AVE SUNNYVALE, CA 94087	2,351.44	75909 WIND RIV ASAP RNWL	06/10/2021	21409041 PO-211084	2,351.44	N
(877) 845-4005						N
014952 AERIES SOFTWARE 770 THE CITY DR S #6500	400.00	RW15180 AERIES WEBINAR RW15137 AERIES WEBINAR	06/03/2021 06/03/2021	21407607 PO-211046 21407607 PO-211046	100.00 100.00	N N

ORANGE, CA 92868

RW15114 AERIES WEBINAR
RW15161 AERIES WEBINAR

06/03/2021 21407607 PO-211046
06/03/2021 21407607 PO-211046

100.00 N
100.00 N

(0) - 0 N

SP ED REGIST CLARK	06/10/2021	21409037	PO-211083	130.00	N
SP ED MMBRSHIP CLARK	06/10/2021	21409037	PO-211083	220.00	N
TRANS SUPPLIES	06/10/2021	21409037	PO-211094	16.21	N
MAINT SUPPLIES	06/10/2021	21409037	PO-211095	195.90	N
MAINT PICNIC TABLES	06/10/2021	21409037	PO-211096	2,363.50	N
DHW RETURN	06/10/2021	21409037	PV-210703	291.94-	N
MAINT RETURN	06/10/2021	21409037	PV-210703	13.46-	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014367 BANK OF AMERICA (Continued...)		MAINT RETURN	06/10/2021	21409037 PV-210703	449.64-	N
		MAINT RETURN	06/10/2021	21409037 PV-210703	459.48-	N
		DHW CANCELLED CONF	06/10/2021	21409037 PV-210703	135.00-	N
		DHW SUPPLIES	06/10/2021	21409037 PV-210703	37.83	N
		ISLE SUPPLIES	06/10/2021	21409037 PV-210703	1,200.00	N
		ISLE SUPPLIES	06/10/2021	21409037 PV-210703	1,248.24	N
		RMS RETURN	06/10/2021	21409037 PV-210703	47.15-	N
012147 BECERRA, LUCIA P.O. BOX 64 RYDE, CA 95680	151.53	ASP MILEAGE	06/08/2021	21408514 TC-210108	50.51	N
		ASP MILEAGE	06/08/2021	21408514 TC-210108	50.51	N
		ASP MILEAGE	06/08/2021	21408514 TC-210108	50.51	N
(0) - 0						N
011231 BECERRA, MARIA ELENA PO BOX 98 COURTLAND, CA 95615	1,465.16	BATES SUPPLIES	06/22/2021	21411163 PO-210655	200.98	N
		BATES SUPPLIES	06/22/2021	21411189 TC-210116	1,264.18	N
(0) - 0						N
015186 BILL BRANT FORD 8100 BRENTWOOD BLVD BRENTWOOD, CA 94513	53,677.46	31910 TRANS 2021 FORD 350	06/22/2021	21411164 PO-211128	53,677.46	N
(925) 634-3551						N
014791 BOOKSOURCE 1230 MACKLIND AVE ST. LOUIS, MO 63110	339.19	930281 WG SUPPLIES	06/01/2021	21407145 PO-211015	339.19	N
(0) - 0						N
015095 BRIOSO, TRINIDAD 9674 JAN MARIE WAY ELK GROVE, CA 95624	71.68	SP ED MILEAGE	06/08/2021	21408515 TC-210109	71.68	N
(209) 625-7663						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014614 BUCKMASTER 1801 TRIBUTE ROAD SACRAMENTO, CA 95815	406.45	412970 CMS SERV CONTRACT 412969 DHS COPIER CONTRACT	06/03/2021 06/03/2021	21407623 PO-210250 21407623 PO-210255	214.91 191.54	N N
(916) 923-0500						N
010825 CABA 20888 AMAR ROAD WALNUT, CA 91789	1,375.00	SV20545 WG CABA SM20537 RMS CABA DL120532 BATES CABA DL120533 BATES CABA SM20541 DHW CABA	06/15/2021 06/15/2021 06/15/2021 06/15/2021 06/15/2021	21409800 PO-210908 21409800 PO-210985 21409800 PO-211038 21409800 PO-211039 21409800 PO-211048	150.00 225.00 275.00 275.00 450.00	N N N N N
(626) 814-4441						N
003681 CALIFORNIA AMERICAN WATER P.O. BOX 7150 PASADENA, CA 91109-7150	845.54	ISLE WATER SERV ISLE WATER SERV ISLE WATER SERV	06/15/2021 06/15/2021 06/15/2021	21409831 PV-210708 21409831 PV-210708 21409831 PV-210708	550.73 178.25 116.56	N N N
(888) 237-1333						N
012079 CALIFORNIA CLEAR BOTTLED P.O. BOX 981 14410 W.G. THORNTON RD WALNUT GROVE, CA 95690	171.50	ZWA009 ASP WG WATER ZWA009 ASP WATER ZRI003 DO WATER ZBA006 BATES WATER ZMO002 MOKE WATER	06/03/2021 06/15/2021 06/15/2021 06/22/2021 06/22/2021	21407630 PV-210688 21409832 PV-210707 21409832 PV-210707 21411165 PO-210118 21411165 PO-210127	35.00 18.50 79.75 20.75 17.50	7 7 7 7 7
(916) 776-1544						Y
012268 CALIFORNIA WASTE RECOVERY SYSTEMS 175 ENTERPRISE CT STE #A GALT, CA 95632-9047	1,213.01	ISLE WASTE SERV	06/15/2021	21409833 PV-210709	1,213.01	N
(209) 369-6887						N
011595 CAPITAL AUTISM SERVICES 6400 FREEPORT BLVD SACRAMENTO, CA 95822	9,085.00	3106899/3146308 NPS FEES 3565971 SP ED NPS	06/01/2021 06/15/2021	21407165 PO-210418 21409821 PO-210418	6,413.75 2,671.25	N N
(916) 923-1789		Y KADIANT LLC				

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
002616 CDT INC 250 N GOLDEN CIRCLE DRIVE SUITE 210 SANTA ANA, CA 92705 (562) 986-4200 N	101.00	49614 DOT DRUG TESTING	06/15/2021	21409834 PV-210706	101.00	N
014345 CENTER FOR THE COLLABORATIVE CLASSROOM 1250 53RD STREET SUITE 3 EMERYVILLE, CA 94608 (800) 666-7270 N	457.21	226556 WG SUPPLIES	06/01/2021	21407146 PO-211018	457.21	N
003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251 (0) - 0 N	1,796.15	WG WASTE BATES WASTE DO WASTE MOKE WASTE	06/15/2021 06/15/2021 06/15/2021 06/15/2021	21409835 PV-210710 21409835 PV-210710 21409835 PV-210710 21409835 PV-210710	949.76 627.71 136.69 81.99	N N N N
000201 CITY OF ISLETON P.O. BOX 716 101 SECOND STREET ISLETON, CA 95641 (916) 777-7770 N	411.05	85146 ISLE SEWER	06/15/2021	21409801 PO-210004	411.05	N
000077 CITY OF RIO VISTA 1 MAIN STREET RIO VISTA, CA 94571 (0) - 0 N	12,888.86	DHW SEWER RMS SEWER DO SEWER RVHS WATER DHW WATER RMS WATER DO WATER RVHS SEWER	06/15/2021 06/15/2021 06/15/2021 06/15/2021 06/15/2021 06/15/2021 06/15/2021 06/15/2021	21409836 PV-210713 21409836 PV-210713 21409836 PV-210713 21409836 PV-210713 21409836 PV-210713 21409836 PV-210713 21409836 PV-210713 21409836 PV-210713	2,258.29 2,258.29 102.29 3,615.53 1,596.68 1,590.10 176.62 1,291.06	N N N N N N N N
015178 CLARK, DON & KAREN 52607 NETHERLANDSA RD CLARKSBURG, CA 95612	380.00	DHS AP TEST REFUND	06/01/2021	21407147 PO-211088	380.00	N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014088 CLINE, SUZANNE 540 S. 3RD STREET RIO VISTA, CA 94571	697.17	ISLE PRSCL SUPPLIES ISLE PRESCL SUPPLIES ISLE PRESCL SUPPLIES	06/01/2021 06/15/2021 06/22/2021	21407174 PO-210782 21409830 PO-210782 21411182 PO-210782	463.58 61.11 172.48	N N N
(0) - 0						N
014215 CONTERRA ULTRA BROADBAND PO BOX 281357 ATLANTA, GA 30384-1357	1,825.79	49256 DW NETWORK 49256 DW NETWORK	06/15/2021 06/15/2021	21409837 PV-210714 21409837 PV-210714	17,032.95 15,207.16	N N
(704) 936-1722						N
014369 COOLE SCHOOL 1213 WEST LOOP NORTH HOUSTON, TX 77055	775.20	211291 DHW PLANNERS 211291 DHW PLANNERS 211291 DHW PLANNERS	06/15/2021 06/15/2021 06/15/2021	21409802 PO-210861 21409802 PO-210861 21409802 PO-210861	62.99 775.20 62.99	N N N
(0) - 0						N
013476 CURRICULUM ASSOCIATES 153 RANGEWAY RD NORTH BILLERICA, MA 01862	1,493.46	4010762 WG SUPPLIES	06/01/2021	21407148 PO-210882	1,493.46	Y
(800) 225-0248						
013876 DATAPATH PO BOX 396009 SAN FRANCISCO, CA 94139	49,489.81	151053 F5 LAPTOP 151252 DW IT SERVICES 151252 DW IT SERVICES 151252 DW IT SERVICES 151252 DW IT SERVICES 151252 DW IT SERVICES 151252 DW IT SERVICES 151296 CMS COMPUTERS 151296 CMS COMPUTERS 150978 WG CHRMBKS 150978 WG DOC CAMERAS/PROJCTRS 150833 ISLE CHRMBKS 150833 ISLE CHRMBKS 150833 ISLE CHRMBKS 150834 ISLE CHRMBKS 150984 MOKE CHRMBKS	06/01/2021 06/03/2021 06/03/2021 06/03/2021 06/03/2021 06/03/2021 06/03/2021 06/15/2021 06/15/2021 06/22/2021 06/22/2021 06/22/2021 06/22/2021 06/22/2021 06/22/2021 06/22/2021 06/22/2021	21407149 PO-210836 21407608 PO-210008 21407608 PO-210008 21407608 PO-210008 21407608 PO-210008 21407608 PO-210008 21407621 PO-210008 21409803 PO-211076 21409803 PO-211076 21411166 PO-210822 21411166 PO-210822 21411166 PO-210858 21411166 PO-210858 21411166 PO-210858 21411166 PO-210859 21411166 PO-211033	1,320.71 118.25 118.25 11,236.16 118.25 236.58 7,718.52 2,047.00 5,949.14 11,473.00 1,775.00 400.00 187.31 2,362.31 4,429.33	N N N N N N N N N N N N N N N N N
(888) 693-2827						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013722 DE LAGE LANDEN PUBLIC FINANCE 1111 OLD EAGLE SCHOOL ROAD WAYNE, PA 19087 (800) 736-0220 N	3,168.05	72603712 DO SAVIN LEASE 724538905 MOKE LEASE 72453805 BATES LEASE 72453805 MOKE LEASE 72798350 BUS OFF LEASE 72798147 ED SV LEASE 72798147 ED SV LEASE 72743272 WG LEASE 72772665 BATES LEASE 72902918 DHW LEASE	06/01/2021 06/03/2021 06/03/2021 06/03/2021 06/15/2021 06/15/2021 06/15/2021 06/15/2021 06/24/2021 06/24/2021	21407150 PO-210007 21407609 PO-211037 21407609 PO-211037 21407609 PO-211037 21409804 PO-210006 21409804 PO-210043 21409804 PO-210043 21409815 PO-210203 21411923 PV-210735 21411923 PV-210735	834.40 67.00 103.36 203.00 168.10 82.31 82.31 86.19 746.72 794.66	N N N N N N N N N N
015164 DELAROSA, SUSAN 717 THEREZA WAY RIO VISTA, CA 94571 (707) 631-0896 N	97.27	WIND RIVER SUPPLIES	06/10/2021	21409045 TC-210115	97.27	N
002819 DELTA CARE DEPT #0170 LOS ANGELES, CA 90084-0170 (0) - 0 N	46.98	JUNE 2021 RETIREE PREMIUMS	06/03/2021	21407631 PV-210689	46.98	N
012807 DELTA ELEMENTARY CHARTER SCHOOL 36230 N SCHOOL ST CLARKSBURG, CA 95612 (916) 995-1335 N	170,015.00	JUNE TAX IN LIEU	06/01/2021	21407177 PV-210680	170,015.00	N
014067 DISCOVERY OFFICE SYSTEMS 1269 CORPORATE CENTER PARKWAY SANTA ROSA, CA 95407 (707) 570-1000 N	163.24	55E1622181 WG MAINT CONTRACTS 55E1624248 BATES AGRMNT 55E1625657 ISLE COPIER CONTR	06/01/2021 06/15/2021 06/22/2021	21407159 PO-210205 21409816 PO-210120 21411167 PO-210362	36.69 38.12 88.43	N N N
000188 DOLK TRACTOR COMPANY 242 N. FRONT STREET RIO VISTA, CA 94571	19,332.15	MAINT UTILITY VEHICLE 17738 MAINT HOLE DIGGER	06/03/2021 06/08/2021	21407610 PO-211100 21408496 PO-211105	13,955.13 5,377.02	N N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012452 DOLK, HEATHER 311 CHARDONNAY WAY RIO VISTA, CA 94571 (707) 374-4836 N	102.77	ISLE SUPPLIES	06/22/2021	21411190 TC-210117	102.77	N
014006 DONNELLY FLORAL & EVENT DESIGN 33 N FRONT STREET RIO VISTA, CA 94571 (0) - 0 Y SARAH DONNELLY	270.31	1073 WIND RIVER GRAD FLORAL	06/10/2021	21409046 PV-210704	270.31	N
014758 DYCKOVSKY, AMY 5705 SPRING CREEK WAY ELK GROVE, CA 95758 (0) - 0 N	750.00	RMS SUPPLIES RMS SUPPLIES	06/10/2021 06/10/2021	21409038 PO-210217 21409038 PO-210217	450.00 300.00	N N
010469 E.F. KLUDT & SONS INC P.O. BOX 166 LODI, CA 95241-0166 (0) - 0 N	5,426.98	277840/277489 TRANS FUEL 278362 TRANS FUEL 278610 TRANS FUEL	06/01/2021 06/15/2021 06/22/2021	21407160 PO-210059 21409817 PO-210059 21411183 PO-210059	2,245.87 2,148.55 1,032.56	N N N
015093 EDWARD DON & COMPANY 1145 INLAND AVE MIRA LOMA, CA 60517-8136 (708) 442-9400 Y	868.42	26727521 RDHS SUPPLIES 26727521 RDHS SUPPLIES	06/15/2021 06/15/2021	21409805 PO-210607 21409805 PO-210607	400.00 468.42	Y Y
013913 FLORAL FRESH 1127 FEE DRIVE SACRAMENTO, CA 95815 (916) 504-3591 N	81.51	957688 DHS AG SUPPLIES 957688 DHS AG SUPPLIES	06/01/2021 06/01/2021	21407161 PO-210989 21407161 PO-210989	40.75 40.76	N N
015187 FLUENCY MATTERS PO BOX 13409	3,126.00	107424 CMS DOWNLOADS	06/22/2021	21411168 PO-211129	3,126.00	N

CHANDLER, AZ 85248

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011339 FRONTIER COMMUNICATIONS CORPORATION THREE HIGH RIDGE PARK STAMFORD, CT 06905	4,841.23	ISLE	06/03/2021	21407632 PV-210690	42.51	N
		CMS EMERG	06/03/2021	21407632 PV-210690	107.33	N
		DHS ALARM	06/03/2021	21407632 PV-210690	72.45	N
		ISLE ALARM	06/03/2021	21407632 PV-210690	88.94	N
		MOKE ALARM	06/03/2021	21407632 PV-210690	53.45	N
(0) - 0 N		DHW	06/03/2021	21407632 PV-210690	156.00	N
		DHW EMERG	06/03/2021	21407632 PV-210690	131.11	N
		RVHS	06/03/2021	21407632 PV-210690	188.85	N
		DHS EMERG	06/03/2021	21407632 PV-210690	88.94	N
		ISLE EMERG	06/03/2021	21407632 PV-210690	72.48	N
		TRANS	06/03/2021	21407632 PV-210690	134.80	N
		WG EMERG	06/03/2021	21407632 PV-210690	72.48	N
		WG	06/03/2021	21407632 PV-210690	88.94	N
		BATES EMERG	06/03/2021	21407632 PV-210690	61.55	N
		MAINT	06/03/2021	21407632 PV-210690	71.56	N
		RVHS EMERG	06/03/2021	21407632 PV-210690	88.94	N
		RVHS	06/03/2021	21407632 PV-210690	55.83	N
		MOKE	06/03/2021	21407632 PV-210690	72.48	N
		MAINT	06/03/2021	21407632 PV-210690	241.86	N
		RMS	06/03/2021	21407632 PV-210690	128.94	N
		TRANS	06/03/2021	21407632 PV-210690	98.62	N
		MAINT	06/03/2021	21407632 PV-210690	116.94	N
		BATES ALARM	06/03/2021	21407632 PV-210690	88.94	N
		WG ALARM	06/03/2021	21407632 PV-210690	102.44	N
		CMS ALARM	06/03/2021	21407632 PV-210690	88.94	N
		TRANS ALARM	06/03/2021	21407632 PV-210690	47.08	N
		DO	06/03/2021	21407632 PV-210690	88.94	N
		CMS	06/03/2021	21407632 PV-210690	72.48	N
		DHW ALARM	06/03/2021	21407632 PV-210690	134.80	N
		RMS	06/03/2021	21407632 PV-210690	98.62	N
		RMS	06/03/2021	21407632 PV-210690	282.86	N
		RMS EMERG	06/03/2021	21407632 PV-210690	88.94	N
		DO	06/03/2021	21407632 PV-210690	1,102.88	N
		ISLE	06/03/2021	21407632 PV-210690	170.33	N
		RMS	06/03/2021	21407632 PV-210690	104.18	N
		RVHS ALARM	06/03/2021	21407632 PV-210690	134.80	N
012058 GALT JOINT UNION ELEMENTARY ATTN: ACCT RECEIVABLE 1018 C STREET SUITE 210 GALT, CA 95632	12,975.12	210450 GALT INST ASSTS	06/01/2021	21407162 PO-210032	12,975.12	N
(0) - 0 N						

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014933 GALT ROCK & ASPHALT 10395 LIVE OAK AVE GALT, CA 95632 (209) 745-1925	3,518.13	40460 MAINT SUPPLIES	06/22/2021	21411169 PO-211136	3,518.13	N
003905 GASTON, JENNIFER 329 SACRAMENTO ST RIO VISTA, CA 94571 (0) - 0	316.02	SUPT ASST SUPPLIES SUPT SUPPLIES	06/10/2021 06/22/2021	21409042 PO-210016 21411191 TC-210118	169.00 147.02	N N
014828 GASTON, KEN 329 SACRAMENTO STREET RIO VISTA, CA 94571 (0) - 0	257.73	MAINT SUPPLIES MAINT CEMENT/CONCRETE	06/15/2021 06/22/2021	21409818 PO-210079 21411184 PO-210079	10.88 246.85	N N
014234 GIRARD EDWARDS STEVENS & TUCKER LLP., ATTORNEYS AT LAW 8801 FOLSOM BLVD STE 285 SACRAMENTO, CA 95826 (916) 706-1255	1,275.50	3430 ATTY FEES 3430 ATTY FEES 3430 ATTY FEES 3430 ATTY FEES	06/24/2021 06/24/2021 06/24/2021 06/24/2021	21411924 PV-210736 21411924 PV-210736 21411924 PV-210736 21411924 PV-210736	320.50 302.50 472.50 180.00	Y Y Y Y
003598 GRAINGER 3691 INDUSTRIAL BLVD WEST SACRAMENTO, CA 95691-3479 (916) 372-7800	640.31	9926443624 MAINT SUPPLIES 9930635884 MAINT SUPPLIES 9926443624 MAINT SUPPLIES	06/24/2021 06/24/2021 06/24/2021	21411909 PO-210072 21411909 PO-210072 21411925 PV-210737	27.15 35.47 577.69	N N N
014623 GRANADOS-ORDAZ, YAZMIN PO BOX 947 WALNUT GROVE, CA 95690 (0) - 0	18.03	CMS HEALTH MILEAGE	06/22/2021	21411192 TC-210119	18.03	N
014573 GREAT AMERICA FINANCIAL SVCS	685.33	29355001 CMS LEASE	06/01/2021	21407163 PO-210325	309.95	N

PO BOX 660831
DALLAS, TX 75266-0831

29500296 DHS COPIER LEASE

06/22/2021 21411170 PO-210248

375.38 N

(877) 311-4422

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013112 GREENFIELD LEARNING INC P.O. BOX 3024 HALF MOON BAY, CA 94019 (800) 726-1156	3,630.00	10012 RMS LICENSE	06/15/2021	21409806 PO-211092	3,630.00	N
000711 GROW WEST PARTS 14301 RAILROAD AVE WALNUT GROVE, CA 95690- (916) 776-1744	207.41	13112 MAINT PARTS	06/15/2021	21409838 PV-210715	207.41	N
		THE LYMAN GROU				
014868 HALL, SARA PO BOX 9586 TRUCKEE, CA 96162 (916) 640-3533	1,400.00	ED SV BEHV ASSMNTS	06/15/2021	21409819 PO-210211	1,400.00	Y
014500 HAND IN HAND THERAPEUTICS 214 ELMWOOD AVE MODESTO, CA 95354 (209) 604-8533	525.00	SP ED OCC THERAPY W/E 6/3	06/22/2021	21411185 PO-210311	525.00	Y
		WAYNE STEVENSO				
015153 HEGGERTY 805 LAKE STREET #293 OAK PARK, IL 60301 (708) 366-5947 000000000	172.78	87818 WG SUPPLIES 87818 WG SUPPLIES 87818 WG SUPPLIES	06/01/2021 06/01/2021 06/01/2021	21407151 PO-210880 21407151 PO-210880 21407151 PO-210880	14.04- 14.04 172.78	N N N
002011 HEINEMANN PO BOX 528 PORTSMOUTH, NH 03801-3959 (800) 225-5800 000000000	6,763.77	7327737 WG SUPPLIES 7333311 ISLE MATH SETS	06/15/2021 06/22/2021	21409820 PO-211069 21411186 PO-211126	3,860.26 2,903.51	N N
015138 HOFFMAN FABRICATION 150 EAST F STREET	990.52	2613 RVHS METAL 2613 RVHS METAL	06/15/2021 06/15/2021	21409807 PO-210762 21409807 PO-210762	495.26 495.26	N N

DIXON, CA 95620

(707) 592-5764

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003538 HOME DEPOT CREDIT SERVICES DEPT 32-2500439736 P.O. BOX 78047 PHOENIX, AZ 85062-8047	2,661.53	MAINT SUPPLIES	06/24/2021	21411910 PO-210073	1,597.52	N
		DHS AG SUPPLIES	06/24/2021	21411910 PO-210468	351.36	N
		DHS AG SUPPLIES	06/24/2021	21411910 PO-210468	351.37	N
		RVHS AG SUPPLIES	06/24/2021	21411910 PO-210703	180.64	N
		RVHS AG SUPPLIES	06/24/2021	21411910 PO-210703	180.64	N
(0) - 0 N						
002180 HORIZON PO BOX 80248 CITY OF INDUSTRY, CA 91716-8248	139.29	2B168854 MAINT SUPPLIES	06/15/2021	21409808 PO-210086	139.29	N
(209) 931-8555 000000000 N						
015184 HOUSTON, KARA 6705 FRATES WAY SACRAMENTO, CA 95831	94.25	JAMES/MARGARET CAFE REIMB	06/15/2021	21409854 PV-210711	94.25	N
(0) - 0 N						
011917 INDOFF 11816 LACKLAND AVENUE ST. LOUIS, MO 63146-4206	61.48	3474442 BATES SUPPLIES	06/08/2021	21408510 PO-210122	61.48	N
(707) 374-4037 N						
000107 INLAND BUSINESS SYSTEMS 1500 NO. MARKET SACRAMENTO, CA 95834-1912	1,912.08	1975531 RVHS LEASE AGRMNT	06/03/2021	21407624 PO-210097	135.16	N
		1975531 RVHS LEASE AGRMNT	06/03/2021	21407624 PO-210097	135.15	N
		1975531 RVHS MAINT AGRMNT	06/03/2021	21407624 PO-210099	313.23	N
		1965581 DHW PRINTER CONTRACT	06/03/2021	21407624 PO-210272	604.44	N
		WIND RIV PRINTR CHRGS	06/24/2021	21411917 PO-210272	724.10	N
(916) 928-0770 N						
013836 IXL LEARNING INC 777 MARINERS ISLAND BLVD SUITE 600 SAN MATEO, CA 94404	11,470.00	S402880 RVHS IXL LICENSE	06/03/2021	21407611 PO-211063	7,195.00	N
		S403465 RMS LICENSE	06/08/2021	21408497 PO-211089	4,275.00	N
(855) 255-8800 N						

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014824 J & D WHOLESALE 4614 SECOND. ST #1 DAVIS, CA 95618 (530) 747-2300	182.00	6299340 RVHS AG FLORAL SUPPLS 6299340 RVHS AG FLORAL SUPPLS	06/01/2021 06/01/2021	21407164 PO-210521 21407164 PO-210521	91.00 91.00	N N
013919 JACOBSEN WEST 1170 NATIONAL DRIVE SUITE 20 SACRAMENTO, CA 95834 (916) 419-2000	1,130.72	700010685 MAINT SUPPLIES	06/24/2021	21411926 PV-210739	1,130.72	N
		N TEXTRON INC				
015181 JJMS ENTERPRISES PO BOX 41764 SACRAMENTO, CA 95841 (916) 338-3456	9,891.03	21536 TRANS CHALLENGER LIFT	06/22/2021	21411171 PO-211108	9,891.03	N
013649 JP PETROLEUM SERVICE 3065 ASANTE LANE WEST SACRAMENTO, CA 95691 (916) 372-5693	1,371.84	8026/8027 TRANS PRESSURE TESTS	06/24/2021	21411927 PV-210738	1,371.84	Y
		Y JOHN P. PUUMAL				
014250 JW PEPPER PO BOX 642 EXTON, PA 19341 (800) 345-6296	459.34	269261 DHS SUPPLIES	06/15/2021	21409809 PO-211029	459.34	N
		000000000 N				
011311 LA RUE COMMUNICATIONS 521 E. MINER AVE STOCKTON, CA 95202 (209) 463-1900	330.00	8619 TRANS SERV	06/03/2021	21407633 PV-210691	330.00	7
		Y LA RUE, KNOX J				
000203 LAKESHORE LEARNING MATERIALS	901.83	5377140421 F5 SUPPLIES	06/01/2021	21407152 PO-210357	1.50-	N

2695 E DOMINGUEZ STREET
CARSON, CA 90895

(800) 424-4772

5377140421 F5 SUPPLIES

5377140421 F5 SUPPLIES

5376700421 F5 SUPPLIES

5376700421 F5 SUPPLIES

06/01/2021 21407152 PO-210357

06/01/2021 21407152 PO-210357

06/01/2021 21407152 PO-210357

06/01/2021 21407152 PO-210357

1.50 N

429.88 N

1.64- N

471.95 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012149 LARIOS, MARIA PO BOX 362 COURTLAND, CA 95615	196.00	F5 MILEAGE F5 MILEAGE	06/03/2021 06/22/2021	21407604 TC-210105 21411193 TC-210120	135.52 60.48	N N
(0) - 0						N
014949 LATIMER, NICOLE 8113 TREECREST AVE FAIR OAKS, CA 95628	75.15	MIG ED SUPPLIES	06/08/2021	21408516 TC-210110	75.15	N
(916) 284-5132 000000000						N
000548 LIRAS SUPERMARKET 609 HWY 12 RIO VISTA, CA 94571	783.14	#55 RVHS SUPPLIES #55 RVHS SUPPLIES #55 RVHS SUPPLIES #55 RVHS SUPPLIES #55 RVHS SUPPLIES	06/15/2021 06/15/2021 06/15/2021 06/24/2021 06/24/2021	21409822 PO-210101 21409822 PO-210101 21409822 PO-210104 21411911 PO-210101 21411911 PO-210101	101.34 101.34 164.75 207.85 207.86	N N N N N
(707) 374-5399						N
015102 LODI IRRIGATION 1301 ARMSTRONG RD LODI, CA 95242	308.23	STALEDATE 376826	06/03/2021	21407634 PV-210692	308.23	N
(209) 368-5082						N
015183 LOPEZ, LUIS PO BOX 237 HOOD, CA 95639	47.60	MAINT MILEAGE	06/15/2021	21409839 PV-210717	47.60	N
(0) - 0						N
013206 LOWE'S 8369 POWER INN ROAD ELK GROVE, CA 95624-3464	1,771.60	MAINT SUPPLIES 866734151 RVHS AG SUPPLIES 866734151 RVHS AG SUPPLIES	06/15/2021 06/24/2021 06/24/2021	21409823 PO-210074 21411928 PV-210740 21411928 PV-210740	1,685.23 43.19 43.18	N N N
(866) 232-7443						N
015177 MABERY, CHRISTINE PO BOX 532	896.96	DHS SUPPLIES DHS SUPPLIES	06/10/2021 06/22/2021	21409043 PO-211097 21411172 PO-211097	852.75 44.21	N N

MEADOW VISTA, CA 95722

(916) 606-6958

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014144 MARTINEZ, SANDRA PO BOX 298 ISLETON, CA 95641	210.11	F5 SUPPLIES	06/08/2021	21408498 PO-210361	210.11	N
(0) - 0						N
014355 MAXIM STAFFING SOLUTIONS 12558 COLLECTIONS CENTER DR CHICAGO, IL 60693	5,468.01	E3083470262 VOC NURSE E3084050262 VOC NURSE E3084230262 VOC NURSE	06/15/2021 06/15/2021 06/15/2021	21409824 PO-211115 21409824 PO-211115 21409824 PO-211115	1,532.76 3,246.25 689.00	N N N
(800) 394-7195						N
014673 MCCARTHY, TRACY PO BOX 15 ISLETON, CA 95641	7.77	HR/FD SERV MILEAGE	06/08/2021	21408517 TC-210111	7.77	N
(0) - 0						N
014107 MCCARTY, MELADEE 9217 VERVAIN WAY SACRAMENTO, CA 95829-8733	760.00	SP ED PROF SERV	06/08/2021	21408499 PO-210192	760.00	Y
(209) 601-2940						Y
015147 MICHAEL'S TRANSPORTATION SERV 2029 BENNINGTON DRIVE VALLEJO, CA 94591	3,680.00	114815 TRANS BUS DRIVER 114840 TRANS BUS DRIVER	06/01/2021 06/03/2021	21407166 PO-210807 21407625 PO-210807	1,840.00 1,840.00	N N
(707) 644-1219						N
012837 MOBILE MODULAR 5700 LAS POSITAS ROAD LIVERMORE, CA 94551	625.00	2151516 MODULAR LEASE	06/15/2021	21409855 PV-210712	625.00	N
(925) 606-9000		N MCGRATH RENTCO				
011865 MONTGOMERY, MARSHA 12 HILL COURT	445.46	RVHS CULINARY SUPPLIES RVHS SUPPLIES	06/15/2021 06/15/2021	21409810 PO-210102 21409825 PO-210390	269.27 176.19	N N

RIO VISTA, CA 94571

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014815 MYSTERY SCIENCE, INC 340 S. LEMON AVE #5236N AREA 29389 WALNUT, CA 91789 (650) 550-0670	799.00	131527 WG LICENSE	06/08/2021	21408500 PO-211053	799.00	N
014335 NEUMANN, LTD 1421 RICHARDS BLVD SACRAMENTO, CA 95811-0423 (916) 922-5466	14,250.00	4341 SP ED BUS SERVICES	06/22/2021	21411173 PO-211140	14,250.00	N
014975 NEWSELA 620 8TH AVENUE 21ST FLOOR NEW YORK, NY 10018 (0) - 0	2,000.00	18526 RMS LICENSE	06/03/2021	21407612 PO-211090	2,000.00	N
013877 NORRIS, CARRIE 4833 STEPPE COURT ELK GROVE, CA 95757 (0) - 0	1,836.71	WG SUPPLIES WG SUPPLIES F5 SUPPLIES WG SUPPLIES WG OUTREACH	06/08/2021 06/08/2021 06/08/2021 06/08/2021 06/22/2021	21408501 PO-210898 21408501 PO-210900 21408511 PO-211050 21408501 PO-211051 21411174 PO-210899	493.52 493.54 173.46 183.59 492.60	N N N N N
014359 NORTH STATE TIRE CO 1610 KATHLEEN AVE SACRAMENTO, CA 95815 (916) 922-1075	2,278.80	K110817 MAINT SUPPLIES	06/15/2021	21409841 PV-210718	2,278.80	N
015155 ODELLS PUMP SERVICE 1650 BELL AVE., SUITE 120 SACRAMENTO, CA 95838 (916) 925-8508	13,337.77	22544 MAINT SERV 22670 MAINT SERVICES	06/01/2021 06/22/2021	21407167 PO-210833 21411175 PO-210833	700.00 12,637.77	N N
001590 OFFICE DEPOT	1,378.77	1690486200001 WG/F5 SUPPLIES	06/01/2021	21407153 PO-210881	400.34	N

P.O. BOX 630813
CINCINNATI, OH 45263-0813

1690486200001 WG/F5 SUPPLIES 06/01/2021 21407153 PO-210881 978.43 N

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012912 OGO, MARY ANN 50 RIVER ROAD SPACE 67 RIO VISTA, CA 94571	229.62	STALEDATE 21619420	06/03/2021	21407605 TC-210106	229.62	N
(0) - 0 000000000 N						
003218 ORIENTAL TRADING CO INC 4206 SOUTH 108TH STREET OMAHA, NE 68137	553.01	709841773 ASP SUPPLIES 709457288 ASP SUPPLIES	06/03/2021 06/03/2021	21407613 PO-210578 21407613 PO-210978	326.90 226.11	N N
(800) 228-0475						
014465 PARKER & COVERT LAW OFFICE 17862 EAST SEVENTEENTH ST#204 EAST BUILDING TUSTIN, CA 92780	2,065.00	74065 ATTY FEES	06/24/2021	21411929 PV-210741	2,065.00	Y
(714) 573-0900 Y PARKER & COVE						
013692 PATIN, ANGELA 633 MADERE STREET RIO VISTA, CA 94571	239.68	NURSE MILEAGE	06/08/2021	21408518 TC-210112	239.68	N
(707) 628-4406 000000000 N						
014392 PAULS, HOLLY PO BOX 511 WALNUT GROVE, CA 95690	114.24	NURSE MILEAGE	06/08/2021	21408519 TC-210113	114.24	N
(916) 776-1215 N						
003270 PG&E 685 EMBARCADERO DRIVE SACRAMENTO, CA 95605	32,188.85	RVHS RVHS LT'S LT'S	06/03/2021 06/03/2021 06/03/2021 06/03/2021	21407636 PV-210693 21407636 PV-210693 21407636 PV-210693 21407636 PV-210693	8,699.20 161.90 13.47 12.86	N N N N
(0) - 0 N PACIFIC GAS AN		LT'S DHS DHS DHS ISLE	06/03/2021 06/03/2021 06/03/2021 06/03/2021 06/03/2021	21407636 PV-210693 21407636 PV-210693 21407636 PV-210693 21407636 PV-210693 21407636 PV-210693	34.94 2,843.71 169.78 4,565.25 3,293.28	N N N N N

ISLE	06/03/2021	21407636	PV-210693	135.08	N
DHW	06/03/2021	21407636	PV-210693	174.21	N
DHW	06/03/2021	21407636	PV-210693	6,034.66	N
RMS	06/03/2021	21407636	PV-210693	2,968.56	N
CMS	06/03/2021	21407636	PV-210693	1,728.38	N
DO	06/03/2021	21407636	PV-210693	925.94	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003270 PG&E (Continued...)		N. NETH	06/03/2021	21407636 PV-210693	27.64	N
		LIFT PUMP	06/03/2021	21407636 PV-210693	110.41	N
		DO	06/03/2021	21407636 PV-210693	45.27	N
		SHOP	06/03/2021	21407636 PV-210693	68.89	N
		GARAGE	06/03/2021	21407636 PV-210693	149.02	N
		RADIO RIO ELECT	06/15/2021	21409842 PV-210719	26.40	N
013458 PITNEY BOWES INC 1 ELMCROFT ROAD STAMFORD, CT 06926-0700 (800) 228-1071	370.12	3104743538 POSTAGE MACH LEASE	06/03/2021	21407614 PO-210002	370.12	N
						N
014957 PLUMBING SERVICE COMPANY 6400 ELVAS AVENUE #B SACRAMENTO, CA 95819 (0) - 0	665.00	31593/31595/31594 MAINT SERV	06/01/2021	21407179 PV-210681	665.00	N
						N
013554 POINT QUEST 8376 FRUITRIDGE RD SACRAMENTO, CA 95828-0949 (916) 422-0571	22,717.32	735796/735783/735768 NPS 1339/1347 SP ED INST ASSTS	06/15/2021 06/24/2021	21409826 PO-210388 21411930 PV-210742	6,342.00 16,375.32	N N
						N
002828 POSITIVE PROMOTIONS INC 15 GILPIN AVE HAUPPAUGE, NY 11788-8821 (800) 635-2666	1,569.01	6735580 WG SUPPLIES	06/01/2021	21407154 PO-210919	1,569.01	N
						N
012857 PRISTINE REHAB CARE 706 N. DIAMOND BAR BLVD STE #B DIAMOND BAR, CA 91765 (317) 371-3866	27,520.00	7424/7425 SP ED SP THRPY	06/24/2021	21411912 PO-210303	27,520.00	7
						Y
001048 QUILL CORPORATION	1,195.62	17213987 CMS SUPPLIES	06/24/2021	21411913 PO-210253	1,195.62	N

100 SCHELTER ROAD
LINCOLNSHIRE, IL 60094-0600

(800) 789-8965 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011565 RALEY'S P.O. BOX 15618 SACRAMENTO, CA 95852	193.64	5000034 DHS AG SUPPLIES 5000034 DHS AG SUPPLIES	06/01/2021 06/01/2021	21407168 PO-210802 21407168 PO-210802	96.82 96.82	N N
(0) - 0						N
010134 READ NATURALLY INC 1284 CORPORATE CENTER DR. #600 SAINT PAUL, MN 55121	690.00	246933 RMS LICENSE	06/08/2021	21408502 PO-211093	690.00	N
(800) 788-4085						N
010580 REALLY GOOD STUFF INC PO BOX 1111 SHELTON, CT 06484-1110	1,398.60	7591077 WG BOOKS	06/24/2021	21411914 PO-211122	1,398.60	N
(203) 261-1920						N
000193 RIO VISTA ACE HARDWARE 506 STATE HIGHWAY 12 RIO VISTA, CA 94571	879.18	270676 MAINT SUPPLIES 271645/299386 DHW SUPPLIES 270676 MAINT SUPPLIES 270822 RVHS SUPPLIES 271645 DHW SUPPLIES 271608 RVHS AG SUPPLIES 271608 RVHS AG SUPPLIES	06/01/2021 06/01/2021 06/15/2021 06/15/2021 06/15/2021 06/15/2021 06/15/2021	21407169 PO-210045 21407169 PO-210274 21409827 PO-210045 21409811 PO-210107 21409811 PO-210274 21409811 PO-210853 21409811 PO-210853	399.81 55.66 364.98 7.38 25.89 12.73 12.73	N N N N N N N
(0) - 0						N
014859 RIO VISTA BAKERY & CAFE 150 MAIN STREET RIO VISTA, CA 94571	85.82	RVHS SUPPLIES	06/15/2021	21409812 PO-210108	85.82	N
(707) 374-3844						N
014071 RIO VISTA BEACON PO BOX 726 BRENTWOOD, CA 94513	150.00	64476 CLASSIFIED AD	06/03/2021	21407637 PV-210694	150.00	N
(925) 550-7811						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
002751 RIO VISTA FORD 1010 STATE HWY 12 RIO VISTA, CA 94571	44,702.72	MAINT TRUCK 8075 TRANS SUPPLIES 128503 DHS AG REPAIR 128503 DHS AG REPAIR	06/03/2021 06/24/2021 06/24/2021 06/24/2021	21407615 PO-211101 21411931 PV-210743 21411931 PV-210744 21411931 PV-210744	43,325.44 38.75 669.27 669.26	N N N N
(0) - 0						N
010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607	2,579.12	RVHS WASTE SERV DHW WASTE SERV DO WASTE DHW WASTE RVHS WASTE	06/01/2021 06/01/2021 06/03/2021 06/15/2021 06/15/2021	21407178 PV-210682 21407178 PV-210682 21407635 PV-210695 21409840 PV-210720 21409840 PV-210720	552.40 415.60 127.62 852.80 630.70	N N N N N
(0) - 0						N
014982 RIVERA-GARCIA, MARIA PO BOX 753 WALNUT GROVE, CA 95690	155.08	F5 SUPPLIES	06/08/2021	21408503 PO-210355	155.08	N
(916) 270-5670						N
011167 ROCHESTER 100 INC 40 JEFFERSON RD ROCHESTER, NY 14623	540.00	78393 WG SUPPLIES 78393 WG SUPPLIES 78393 WG SUPPLIES	06/01/2021 06/01/2021 06/01/2021	21407155 PO-210825 21407155 PO-210825 21407155 PO-210825	43.88 43.88 540.00	N N N
(585) 475-0200						N
015185 ROCK, KATE 244 DEAN STREET BROOKLYN, NY 11217	178.23	D WHEELER BENEFITS OVERPAYMENT	06/15/2021	21409843 PV-210716	178.23	N
(0) - 0						N
014672 RODARTE DE MENA, LIZETH PO BOX 436 CLARKSBURG, CA 95612	14.56	CAFE MILEAGE CAFE MILEAGE	06/03/2021 06/22/2021	21407606 TC-210107 21411195 TC-210122	8.96 5.60	N N
(0) - 0						N
014784 ROMAN, ANA 120 TAHOE	34.60	SP ED MILEAGE	06/08/2021	21408520 TC-210114	34.60	N

RIO VISTA, CA 94571

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012796 ROSSI, MARCY 128 N SECOND STREET RIO VISTA, CA 94571	1,818.68	RMS SUPPLIES	06/15/2021	21409813 PO-210921	400.00	N
		RMS SUPPLIES	06/15/2021	21409813 PO-210921	286.31	N
		RMS SUPPLIES	06/15/2021	21409813 PO-210921	247.03	N
		RMS SUPPLIES	06/22/2021	21411176 PO-210580	158.55	N
(0) - 0 N		RMS SUPPLIES	06/22/2021	21411176 PO-210791	420.55	N
		RMS SUPPLIES	06/22/2021	21411176 PO-210910	17.24	N
		RMS SUPPLIES	06/22/2021	21411176 PO-210910	223.00	N
		RMS SUPPLIES	06/22/2021	21411176 PO-210910	66.00	N
012449 S AND S WORLDWIDE 75 MILL STREET COLCHESTER, CT 06415	1,057.54	100761546 ASP SUPPLIES	06/03/2021	21407626 PO-210977	537.80	N
		100763476 ASP SUPPLIES	06/03/2021	21407626 PO-210977	519.74	N
(800) 288-9941 N						
000095 S M U D P.O. BOX 15555 SACRAMENTO, CA 95852	7,215.71	BATES ELECT	06/03/2021	21407638 PV-210696	28.94	N
		WG	06/15/2021	21409844 PV-210722	3,586.50	N
		WG	06/15/2021	21409844 PV-210722	663.79	N
		WG	06/15/2021	21409844 PV-210722	27.69	N
(0) - 0 N		BATES	06/15/2021	21409844 PV-210722	2,316.13	N
		BATES	06/15/2021	21409844 PV-210722	478.64	N
		TRANS	06/15/2021	21409844 PV-210722	100.17	N
		TRANS	06/15/2021	21409844 PV-210722	13.85	N
000090 SACRAMENTO COUNTY UTILITIES 9700 GOETHE ROAD SUITE C SACRAMENTO, CA 95827	113.69	MOKE SEWER	06/24/2021	21411932 PV-210745	113.69	N
(0) - 0 N						
014411 SAMMIS, MICHAEL 6300 HOLSTEIN WAY SACRAMENTO, CA 95831	120.73	RMS SUPPLIES	06/10/2021	21409039 PO-210925	48.30	N
		RMS SUPPLIES	06/10/2021	21409039 PO-210925	72.43	N
(0) - 0 N						
003501 SCHOLASTIC INC 2931 EAST MCCARTY STREET	2,434.82	29723950 DHW SUPPLIES	06/01/2021	21407180 PV-210683	426.93	N
		M71270326 RMS MATH SUBSCPTN	06/22/2021	21411177 PO-211119	2,007.89	N

JEFFERSON CITY, MO 65101

(800) 724-6527

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014210 SCHOOL DATEBOOKS, INC. 2880 US HIGHWAY 231 S. SUITE 200 LAFAYETTE, IN 47909 (765) 471-8883	427.81	S21-0198780 ASP SUPPLIES	06/22/2021	21411178 PO-210837	427.81	N
003318 SCHOOL SPECIALTY INC W6316 DESIGN DRIVE GREENVILLE, WI 54942 (0) - 0	4,500.95	208127474854 CMS SUPPLIES 308103742378 WG SUPPLIES 308103749193 RMS SUPPLIES 308103749193 RMS SUPPLIES 308103747082 BATES SUPPLIES 308103753812 RMS SUPPLIES 208127520740 BATES SUPPLIES	06/01/2021 06/01/2021 06/03/2021 06/03/2021 06/08/2021 06/08/2021 06/24/2021	21407170 PO-210252 21407156 PO-210902 21407616 PO-210932 21407616 PO-210932 21408512 PO-210123 21408504 PO-210922 21411915 PO-210958	156.05 3,968.62 73.39 48.92 56.92 164.29 32.76	N N N N N N N
014419 SCHOOLMATE.COM PO BOX 2110 KEARNEY, NE 68848-2110 (800) 516-8339	610.00	550151 ASP SUPPLIES 5514174 ASP SUPPLIES	06/01/2021 06/15/2021	21407171 PO-210973 21409814 PO-210973	292.80 317.20	N N
000316 SCHOOLS INSURANCE AUTHORITY P.O. BOX 276710 SACRAMENTO, CA 95827-6710 (0) - 0	717.50	EAP 062021.14 EMP ASST PROG EAP 062021.14 EMP ASST PROG	06/15/2021 06/15/2021	21409845 PV-210721 21409845 PV-210721	351.57 365.93	N N
014524 SHRED IT PO BOX 101007 PASADENA, CA 91189-1007 (0) - 0	132.24	8182080497 DO SHREDDING	06/15/2021	21409846 PV-210723	132.24	N
000055 SIA DELTA DENTAL P.O. BOX 276710 SACRAMENTO, CA 95827-6710 (0) - 0	4,079.75	JUNE 2021 PREMIUMS JUNE 2021 PREMIUMS JUNE 2021 PREMIUMS	06/10/2021 06/10/2021 06/10/2021	21409044 PV-210705 21409044 PV-210705 21409044 PV-210705	2,449.09 1,441.24 189.42	N N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000056 SIA VISION SERVICE P.O. BOX 276710 SACRAMENTO, CA 95827-6710	778.68	JUNE 2021 PREMIUMS JUNE 2021 PREMIUMS JUNE 2021 PREMIUMS	06/03/2021 06/03/2021 06/03/2021	21407639 PV-210697 21407639 PV-210697 21407639 PV-210697	57.68 432.60 288.40	N N N
(0) - 0						N
014085 SMALL SCHOOL DISTRICTS ASSOC. 925 L STREET SUITE 1200 SACRAMENTO, CA 95814	250.00	17-03740 SUPT ACADEMY	06/08/2021	21408505 PO-211102	250.00	N
(916) 444-9335						N
012869 SOLUTION TREE 555 NORTH MORTON STREET BLOOMINGTON, IN 47404	169.87	S243562 BATES SUPPLIES	06/24/2021	21411916 PO-210959	169.87	N
(800) 733-6786						N
015166 SONRISAS SPANISH PO BOX 3806 PAGOSA SPRINGS, CO 81147	968.00	761 WG SUPPLIES 761 WG SUPPLIES 761 WG SUPPLIES	06/01/2021 06/01/2021 06/01/2021	21407157 PO-211016 21407157 PO-211016 21407157 PO-211016	78.65 968.00 78.65	N N N
(970) 317-2041						N
013858 SPURR 1850 GATEWAY BOULEVARD CONCORD, CA 94520	3,151.69	RVHS ISLE ISLE DHS DHW RMS TRANS STORAGE PREPAID GAS DO CAFE CMS	06/24/2021 06/24/2021 06/24/2021 06/24/2021 06/24/2021 06/24/2021 06/24/2021 06/24/2021 06/24/2021 06/24/2021 06/24/2021	21411933 PV-210748 21411933 PV-210748 21411933 PV-210748 21411933 PV-210748 21411933 PV-210748 21411933 PV-210748 21411933 PV-210748 21411933 PV-210748 21411933 PV-210748 21411939 PV-210748	1,179.07 279.98 15.87 728.34 30.55 308.08 225.77 162.74 41.58 179.71	N N N N N N N N N N N
(888) 400-2155						N
013680 STANDARD APPLIANCE & HVAC SPLY 1820 S STREET SACRAMENTO, CA 95811	355.08	94937 MAINT SUPPLIES	06/15/2021	21409847 PV-210725	355.08	N

(916) 444-6650

N



Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
014069 STAPLES ADVANTAGE	10,273.75	3474645465 WG SUPPLIES	06/01/2021	21407172	PO-210838	9.02	N
500 STAPLES DRIVE		3475199465 WG SUPPLIES	06/01/2021	21407172	PO-210838	.10	N
FRAMINGHAM, MA 01702		3474645465 WG SUPPLIES	06/01/2021	21407172	PO-210838	9.02	N
		3474645465 WG SUPPLIES	06/01/2021	21407172	PO-210838	2,591.67	N
(0) - 0		N STAPLES CONTRA	06/01/2021	21407172	PO-210838	.04	N
		3474645466 WG SUPPLIES	06/01/2021	21407172	PO-210838	.36	N
		3474645466 WG SUPPLIES	06/01/2021	21407172	PO-210838	.36	N
		3475141595 WG SUPPLIES	06/01/2021	21407172	PO-210838	.71	N
		3475141595 WG SUPPLIES	06/01/2021	21407172	PO-210838	.71	N
		3475141595 WG SUPPLIES	06/01/2021	21407172	PO-210838	204.88	N
		3474645466 WG SUPPLIES	06/01/2021	21407172	PO-210838	104.33	N
		3474812849 WG SUPPLIES	06/01/2021	21407172	PO-210838	.04	N
		3474812849 WG SUPPLIES	06/01/2021	21407172	PO-210838	10.78	N
		3475199465 WG SUPPLIES	06/01/2021	21407172	PO-210838	27.92	N
		3475199465 WG SUPPLIES	06/01/2021	21407172	PO-210838	.10	N
		3477340576 DHS SUPPLIES	06/01/2021	21407172	PO-210840	.38	N
		3476630809 DHS SUPPLIES	06/01/2021	21407172	PO-210840	.55	N
		3477003279 DHS SUPPLIES	06/01/2021	21407172	PO-210840	55.30	N
		3476630809 DHS SUPPLIES	06/01/2021	21407172	PO-210840	.55	N
		3477003279 DHS SUPPLIES	06/01/2021	21407172	PO-210840	.19	N
		3477340576 DHS SUPPLIES	06/01/2021	21407172	PO-210840	.38	N
		3477003279 DHS SUPPLIES	06/01/2021	21407172	PO-210840	.19	N
		3477340576 DHS SUPPLIES	06/01/2021	21407172	PO-210840	110.36	N
		3476630809 DHS SUPPLIES	06/01/2021	21407172	PO-210840	159.04	N
		3474812850 DHW SUPPLIES	06/01/2021	21407158	PO-210869	328.24	N
		3475141596 DHW SUPPLIES	06/01/2021	21407158	PO-210869	4.21	N
		3475141597 DHW SUPPLIES	06/01/2021	21407158	PO-210869	4.21	N
		3476630808 BUS OFF SUPPLIES	06/03/2021	21407627	PO-210012	65.45	N
		3477620455 BUS OFF SUPPLIES	06/03/2021	21407627	PO-210012	75.38	N
		3475141591 WIND RIV SUPPLIES	06/03/2021	21407622	PO-210266	90.76	N
		3474812847 WIND RIV SUPPLIES	06/03/2021	21407622	PO-210266	259.79	N
		3475141590 WIND RIV SUPPLIES	06/03/2021	21407622	PO-210266	46.22	N
		3476414672 WIND RIV SUPPLIES	06/03/2021	21407622	PO-210266	25.45	N
		3474645462 WIND RIV SUPPLIES	06/03/2021	21407622	PO-210266	42.14	N
		3477553441 WIND RIV SUPPLIES	06/03/2021	21407622	PO-210266	836.84	N
		3477788360 WIND RIV SUPPLIES	06/03/2021	21407622	PO-210266	39.09	N
		3477340575 WIND RIV SUPPLIES	06/03/2021	21407622	PO-210266	54.21	N
		3471962298 DHW SUPPLIES	06/03/2021	21407617	PO-210277	32.37	N
		34757804 DHW CREDIT	06/03/2021	21407617	PO-210277	43.56	N
		3474645464 DHW SUPPLIES	06/03/2021	21407617	PO-210277	.37	N
		3474509656 DHW SUPPLIES	06/03/2021	21407617	PO-210277	37.45	N
		3475439405 DHW SUPPLIES	06/03/2021	21407617	PO-210277	40.19	N
		3474645464 DHW SUPPLIES	06/03/2021	21407617	PO-210277	.37	N
		3474645463 DHW SUPPLIES	06/03/2021	21407617	PO-210277	30.82	N

3475199464	DHW SUPPLIES	06/03/2021	21407617	PO-210277	43.56	N
3477475693	DHW SUPPLIES	06/03/2021	21407617	PO-210277	28.09	N
3474221742	DHW SUPPLIES	06/03/2021	21407617	PO-210277	13.35	N
3474812848	DHW SUPPLIES	06/03/2021	21407617	PO-210277	25.94	N
3475141592	DHW SUPPLIES	06/03/2021	21407617	PO-210277	35.91	N
3468863645	DHW SUPPLIES	06/03/2021	21407617	PO-210277	59.43	N
34757804	DHW CREDIT	06/03/2021	21407617	PO-210277	.15	N

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
014069 STAPLES ADVANTA (Continued...)		3474645464 DHW SUPPLIES	06/03/2021	21407617	PO-210277	105.68	N
		3471962299 DHW SUPPLIES	06/03/2021	21407617	PO-210277	25.21	N
		34757804 DHW CREDIT	06/03/2021	21407617	PO-210277	.15-	N
		3477003278 ED SV COVID SUPPLIE	06/03/2021	21407617	PO-210402	25.38	N
		3475715806 ED SV COVID SUPPLIE	06/03/2021	21407617	PO-210402	44.61	N
		3476588808 ED SV COVID SUPPLIES	06/03/2021	21407617	PO-210402	81.04	N
		3476693907 ED SV COVID SUPPLIE	06/03/2021	21407617	PO-210402	569.45	N
		3470526857 TRANS SUPPLIES	06/03/2021	21407617	PO-210593	60.26	N
		3477987791 TRANS SUPPLIES	06/03/2021	21407617	PO-210593	23.81	N
		34779877910 TRANS SUPPLIES	06/03/2021	21407617	PO-210593	178.74	N
		3470330490 CTEIG WHITEBOARD	06/03/2021	21407617	PO-210737	486.55	N
		3470330490 CTEIG WHITEBOARD	06/03/2021	21407617	PO-210737	1.69	N
		3470330490 CTEIG WHITEBOARD	06/03/2021	21407617	PO-210737	1.69-	N
		3472370744 DHW ELMOS	06/03/2021	21407617	PO-210773	765.20	N
		3472370744 DHW ELMOS	06/03/2021	21407617	PO-210773	2.66-	N
		3472370744 DHW ELMOS	06/03/2021	21407617	PO-210773	2.66	N
		34758141599 DHW SUPPLIES	06/03/2021	21407627	PO-210905	59.35	N
		34758141596 DHW SUPPLIES	06/03/2021	21407627	PO-210905	18.37	N
		34758141589 DHW SUPPLIES	06/03/2021	21407627	PO-210905	44.86	N
		34758141593 DHW SUPPLIES	06/03/2021	21407627	PO-210905	8.75	N
		34758141598 DHW SUPPLIES	06/03/2021	21407627	PO-210905	87.15	N
		34758141595 DHW SUPPLIES	06/03/2021	21407627	PO-210905	10.48	N
		3475439402 DHW SUPPLIES	06/03/2021	21407627	PO-210905	239.85	N
		3475439400 DHW SUPPLIES	06/03/2021	21407627	PO-210905	30.76	N
		34758141592 DHW SUPPLIES	06/03/2021	21407627	PO-210905	8.75	N
		3475439403 DHW SUPPLIES	06/03/2021	21407627	PO-210905	50.27	N
		34758141590 DHW SUPPLIES	06/03/2021	21407627	PO-210905	338.64	N
		3477475691 DHW SUPPLIES	06/03/2021	21407627	PO-210905	338.74	N
		34758141594 DHW SUPPLIES	06/03/2021	21407627	PO-210905	7.64	N
		3475439401 DHW SUPPLIES	06/03/2021	21407627	PO-210905	35.99	N
		34758141591 DHW SUPPLIES	06/03/2021	21407627	PO-210905	8.75	N
		3476502397 COVID SUPPLIES	06/03/2021	21407640	PV-210698	.64-	N
		3476502397 COVID SUPPLIES	06/03/2021	21407640	PV-210698	.64	N
		3476502397 COVID SUPPLIES	06/03/2021	21407640	PV-210698	182.95	N
		3475715803 ED SV SUPPLIES	06/08/2021	21408506	PO-210040	14.67	N
		3477987789 ED SV SUPPLIES	06/08/2021	21408506	PO-210040	217.80	N
		3478950300 ED SV SUPPLIES	06/08/2021	21408506	PO-210040	60.17	N
		3477475692 ED SV SUPPLIES	06/08/2021	21408506	PO-210040	83.59	N
		3466436490 CMS SUPPLIES	06/08/2021	21408513	PO-210323	10.36	N
		3475439407 CMS SUPPLIES	06/08/2021	21408513	PO-210323	.52-	N
		3475439407 CMS SUPPLIES	06/08/2021	21408513	PO-210323	.52	N
		3475439407 CMS SUPPLIES	06/08/2021	21408513	PO-210323	137.77	N
		3466436490 CMS SUPPLIES	06/08/2021	21408513	PO-210323	.04-	N
		3466436490 CMS SUPPLIES	06/08/2021	21408513	PO-210323	.04	N

3477553442	CAFE SUPPLIES	06/08/2021	21408509	PO-210400	76.75	N
3477620454	MAINT SUPPLIES	06/08/2021	21408513	PO-210499	10.80	N
3477340574	MAINT SUPPLIES	06/08/2021	21408513	PO-210499	49.24	N
3467472144	ASP SUPPLIES	06/08/2021	21408513	PO-210572	.25-	N
3467472144	ASP SUPPLIES	06/08/2021	21408513	PO-210572	.25	N
3467472144	ASP SUPPLIES	06/08/2021	21408513	PO-210572	66.03	N
3477340578	ASP SUPPLIES	06/08/2021	21408513	PO-210980	.05-	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099

014069 STAPLES ADVANTA (Continued...)		3477340578 ASP SUPPLIES	06/08/2021	21408513 PO-210980	.05	N
		3477340578 ASP SUPPLIES	06/08/2021	21408513 PO-210980	14.12	N
		3476693910 F5 SUPPLIES	06/08/2021	21408513 PO-211043	.01	N
		3476630811 F5 SUPPLIES	06/08/2021	21408513 PO-211043	.02	N
		3476630811 F5 SUPPLIES	06/08/2021	21408513 PO-211043	6.02	N
		3476693910 F5 SUPPLIES	06/08/2021	21408513 PO-211043	.01	N
		3476693910 F5 SUPPLIES	06/08/2021	21408513 PO-211043	2.04	N
		3476414674 F5 SUPPLIES	06/08/2021	21408513 PO-211043	.01	N
		3476414674 F5 SUPPLIES	06/08/2021	21408513 PO-211043	3.01	N
		3476630811 F5 SUPPLIES	06/08/2021	21408513 PO-211043	.02	N
		3476414675 F5 SUPPLIES	06/08/2021	21408513 PO-211043	.26	N
		3476414675 F5 SUPPLIES	06/08/2021	21408513 PO-211043	.26	N
		3476414675 F5 SUPPLIES	06/08/2021	21408513 PO-211043	68.74	N
		34760002163 F5 SUPPLIES	06/08/2021	21408513 PO-211043	.66	N
		34760002163 F5 SUPPLIES	06/08/2021	21408513 PO-211043	.66	N
		34760002163 F5 SUPPLIES	06/08/2021	21408513 PO-211043	175.59	N
		3476414674 F5 SUPPLIES	06/08/2021	21408513 PO-211043	.01	N

003646 STATE OF CALIFORNIA 1300 I STREET SUITE 810 SACRAMENTO, CA 95814	98.00	513015 FINGERPRINTING	06/15/2021	21409848 PV-210724	98.00	N
(0) - 0						N

000096 STEWART INDUSTRIAL SUPPLY INC 608 HWY 12 RIO VISTA, CA 94571	337.37	23100 TRANS SUPPLIES	06/03/2021	21407618 PO-210715	337.37	N
(707) 374-5567						N

013052 STILES, ALLYSON 50 RIVER RD SPC #71 RIO VISTA, CA 95641	481.49	RMS SUPPLIES	06/10/2021	21409040 PO-210818	192.48	N
		RMS SUPPLIES	06/10/2021	21409040 PO-210818	289.01	N
(0) - 0 000000000						N

013795 SULLIVAN SUPPLY INC 5991 E. KETTLEMAN LANE LODI, CA 95240	3,409.04	PS 1230209 DHS AG SUPPLIES	06/08/2021	21408507 PO-210988	1,704.52	N
		PS1230209 DHS AG SUPPLIES	06/08/2021	21408507 PO-210988	1,704.52	N

(209) 367-5972

N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015180 TERRACYCLE REGULATED WASTE 313 AIRPORT RD NORTH AURORA, IL 60542 (800) 909-9709 N	5,190.20	20826 MAINT BULB EATER	06/22/2021	21411179 PO-211112	5,190.20	N
011477 THE COLLEGE BOARD P.O. BOX 910506 DALLAS, TX 75391-0506 (800) 323-7155 N	4,693.00	EP00037615 RVHS AP TESTING	06/22/2021	21411188 PV-210731	4,693.00	N
011695 THOMSON WEST P.O. BOX 64833 ST PAUL, MN 55164-0833 (0) - 0 N WEST PUBLISHIN	3,624.32	843676373 HR BOOKS	06/15/2021	21409852 PV-210730	3,624.32	N
013763 TIM'S MUSIC 6818 B FAIR OAKS BLVD CARMICHAEL, CA 95608 (916) 925-9160 N	4,860.39	418166 CMS INSTRUMENTS	06/22/2021	21411180 PO-211130	4,860.39	N
014873 TPX COMMUNICATIONS PO BOX 509013 SAN DIEGO, CA 92150-9013 (877) 487-2877 N	2,999.58	DO LD RVHS LD DHS LD	06/15/2021 06/15/2021 06/15/2021	21409849 PV-210726 21409849 PV-210726 21409849 PV-210726	433.65 1,298.66 1,267.27	N N N
015151 TURF STAR 2438 RADLEY COURT HAYWARD, CA 94545 (510) 342-4708 N	108,973.55	625070 MAINT MOWER 625070 MAINT MOWER	06/08/2021 06/08/2021	21408508 PO-210828 21408508 PO-210828	43,973.55 65,000.00	N N
012694 U.S. BANK 221 SOUTH FIGUEROA ST, STE 210	10,774.47	MAY 2021 GASB 75	06/03/2021	21407642 PV-210700	10,774.47	N

LM-CA-F2TC
LOS ANGELES, CA 90012

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
001896 UNITED PARCEL SERVICE INC 55 GLENLAKE PARKWAY NE ATLANTA, GA 30328	243.25	DO SHIPPING	06/01/2021	21407181 PV-210684	58.05	N
		DO SHIPPING	06/03/2021	21407641 PV-210699	33.00	N
		DO SHIPPING	06/15/2021	21409850 PV-210727	42.46	N
		DO SHIPPING	06/24/2021	21411934 PV-210750	109.74	N
(0) - 0 N						
013419 US BANK NATIONAL ASSOCIATION 1310 MADRID ST SUITE 101 MARSHALL, MN 56258	603.71	445666050 DHW LEASE	06/24/2021	21411935 PV-210747	106.71	N
		445666050 DHW LEASE	06/24/2021	21411935 PV-210747	497.00	N
(800) 328-5371 N						
013997 VERIZON WIRELESS ONE VERIZON PLACE ALPHARETTA, GA 30004	6,064.19	DHS SFTY	06/24/2021	21411936 PV-210751	.53	7
		ISLE SFTY	06/24/2021	21411936 PV-210751	.53	7
		DHW SFTY	06/24/2021	21411936 PV-210751	.53	7
		HOTSPOT	06/24/2021	21411936 PV-210751	5,408.06	7
() - Y VERIZON WIRELE		CTF CREDITS	06/24/2021	21411936 PV-210751	2,742.33-	7
		ASP	06/24/2021	21411936 PV-210751	68.05	7
		COUNSELORS	06/24/2021	21411936 PV-210751	153.12	7
		TRANS	06/24/2021	21411936 PV-210751	129.15	7
		TRANS	06/24/2021	21411936 PV-210751	525.71	7
		ASP	06/24/2021	21411936 PV-210751	68.04	7
		RVHS SFTY	06/24/2021	21411936 PV-210751	51.04	7
		SP ED	06/24/2021	21411936 PV-210751	204.91	7
		WG CUST	06/24/2021	21411936 PV-210751	51.04	7
		ASP	06/24/2021	21411936 PV-210751	68.05	7
		RVHS CUST	06/24/2021	21411936 PV-210751	204.16	7
		DO SFTY	06/24/2021	21411936 PV-210751	42.87	7
		DHW ADMIN	06/24/2021	21411936 PV-210751	102.80	7
		RMS SFTY	06/24/2021	21411936 PV-210751	.53	7
		DHW CUST	06/24/2021	21411936 PV-210751	10.64	7
		RMS CUST	06/24/2021	21411936 PV-210751	51.76	7
		WG SFTY	06/24/2021	21411936 PV-210751	.53	7
		ED SV	06/24/2021	21411936 PV-210751	102.08	7
		ISLE CUST	06/24/2021	21411936 PV-210751	51.04	7
		OPERATIONS	06/24/2021	21411936 PV-210751	10.21	7
		ED SV	06/24/2021	21411936 PV-210751	51.04	7
		GARDENERS	06/24/2021	21411936 PV-210751	102.08	7
		NURSE	06/24/2021	21411936 PV-210751	237.29	7
		RVHS ADMIN	06/24/2021	21411936 PV-210751	153.12	7
		BATES CUST	06/24/2021	21411936 PV-210751	174.47	7

CMS CUST	06/24/2021	21411936	PV-210751	51.04	7
DHS ADMIN	06/24/2021	21411936	PV-210751	50.97	7
RMS ADMIN	06/24/2021	21411936	PV-210751	61.04	7
BATES ADMIN	06/24/2021	21411936	PV-210751	51.04	7
ISLE ADMIN	06/24/2021	21411936	PV-210751	51.04	7
DHS CUST	06/24/2021	21411936	PV-210751	102.08	7
MAINT	06/24/2021	21411936	PV-210751	415.93	7

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014978 WALLACE, STACY 1266 IVY WAY MANTECA, CA 95336 (714) 305-0061 N	1,937.88	ISLE SUPPLIES ISLE SUPPLIES ISLE SUPPLIES ISLE SUPPLIES ISLE SUPPLIES	06/15/2021 06/15/2021 06/15/2021 06/22/2021 06/24/2021	21409828 PO-210995 21409828 PO-211001 21409828 PO-211002 21411187 PO-210995 21411918 PO-211001	724.17 203.79 210.44 601.88 197.60	N N N N N
014765 WALROND, JACQUELINE 781 WALKER CT BRENTWOOD, CA 94513 (0) - 0 N	127.05	RMS SUPPLIES RMS SUPPLIES	06/22/2021 06/22/2021	21411194 TC-210121 21411194 TC-210121	60.00 67.05	N N
000104 WARREN'S MACHINE & WELDING 52270 CLARKSBURG ROAD P.O. BOX 398 CLARKSBURG, CA 95612 (916) 744-1667 Y WIGLEY, WARREN	208.14	17852 MAINT GASES 17852 MAINT GASES 17852 MAINT GASES	06/01/2021 06/01/2021 06/01/2021	21407182 PV-210685 21407182 PV-210685 21407182 PV-210685	208.14 16.91 16.91	7 N N
010906 WASTE MANAGEMENT OF WOODLAND P.O. BOX 78251 PHOENIX, AZ 85062-8251 (0) - 0 000000000 N	1,855.04	DHS WASTE DHS WASTE	06/15/2021 06/15/2021	21409851 PV-210728 21409851 PV-210728	1,048.49 806.55	N N
015136 WEAVER, RICK 929 SAGE DRIVE VACAVILLE, CA 95687 (707) 592-1633 Y RICHARD R WEAV	300.00	503603 TRANS EVALUATIONS	06/03/2021	21407628 PO-210718	300.00	Y
015018 WILLIAMS & ASSOCIATES PO BOX 2125 PLACERVILLE, CA 95667 (530) 906-6690 Y	2,880.00	4670 CONSULT SERVICES	06/03/2021	21407619 PO-210556	2,880.00	Y
012528 WILLIAMS SCOTSMAN INC	4,184.48	RMS LEASE	06/03/2021	21407644 PV-210702	1,046.12	N

4911 ALLISON PARKWAY
VACAVILLE, CA 95688

(707) 451-3000

N

RMS LEASE
DHW LEASE
RVHS LEASE

06/03/2021 21407644 PV-210702
06/03/2021 21407644 PV-210702
06/03/2021 21407644 PV-210702

1,046.12 N
1,046.12 N
1,046.12 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012761 WILLIAMS, LEE 8274 B & R LAND RIO VISTA, CA 94571	1,140.00	42821/50521 STAFF CPR	06/03/2021	21407643 PV-210701	1,140.00	7
() - Y						
014450 WIZIX 4777 BENNETT DRIVE SUITE D LIVERMORE, CA 94551	2,072.60	215167 BATES PRINT COSTS 213774/209331 WG PRINT COSTS 213649 DO SAVIN PRINT COSTS 213649 DO SAVIN PRINT COSTS	06/01/2021 06/01/2021 06/01/2021 06/01/2021	21407173 PO-210125 21407173 PO-210204 21407183 PV-210686 21407183 PV-210686	95.94 120.75 111.31 48.51	N N N N
(916) 913-6191 N WIZIX TECHNOLO		213775/196036/196033 F5 PRINT 217230 BATES PRINT COSTS 213775/218771/218770 PRNT CHRGS 218735/218455 DO PRINT CHRGS 218735/218455 DO PRINT CHRGS 218735/218455 DO PRINT CHRGS 218735/218455 DO PRINT CHRGS 218735/218455 DO PRINT CHRGS 218735/218455 DO PRINT CHRGS 218735/218455 DO PRINT CHRGS 218735/218455 DO PRINT CHRGS 218735/218455 DO PRINT CHRGS 218735/218455 DO PRINT CHRGS 218735/218455 DO PRINT CHRGS	06/03/2021 06/15/2021 06/24/2021 06/24/2021 06/24/2021 06/24/2021 06/24/2021 06/24/2021 06/24/2021 06/24/2021 06/24/2021 06/24/2021 06/24/2021 06/24/2021	21407620 PO-210726 21409829 PO-210125 21411919 PO-210204 21411937 PV-210746 21411937 PV-210746 21411937 PV-210746 21411937 PV-210746 21411937 PV-210746 21411937 PV-210746 21411937 PV-210746 21411937 PV-210746 21411937 PV-210746 21411937 PV-210746 21411937 PV-210746	300.25 17.00 290.25 3.15 125.11 34.24 61.58 26.64 10.29 53.48 20.76 53.63 699.71	N N N N N N N N N N N N N N
014750 WORLD OF WONDERS 2 N SACRAMENTO ST LODI, CA 95240	385.30	802 MIG ED SUMMER SCHOOL	06/24/2021	21411938 PV-210749	385.30	N
(209) 368-0969 N						
000386 YOLO COUNTY ENVIRONMENTAL HEAL 292 W. BEAMER STREET WOODLAND, CA 95695	348.00	109646/109641 WTR PRMT PPWK 109646/109641 WTR PRMT PPWK	06/15/2021 06/15/2021	21409853 PV-210729 21409853 PV-210729	174.00 174.00	N N
(530) 666-8646 N						
District total:	836,598.92					
Report total:	836,598.92					

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, Aug 02, 2021, 9:52 AM

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015023 49ER WATER SERVICES 245 NEW YORK RANCH ROAD #A JACKSON, CA 95642	500.00	3001 MAINT WATER TESTING	07/29/2021	22303609 PV-220027	500.00	N
(0) - 0						N
000009 ABEL CHEVROLET-PONTIAC-BUICK 280 NO FRONT STREET P.O. BOX 696 RIO VISTA, CA 94571-0696	2,765.94	42351 MAINT PARTS	07/08/2021	22300509 CL-210003	2,765.94	N
(707) 374-6317						N
013287 ACSA FOUNDATION FOR ED ADMIN 1575 BAYSHORE HIGHWAY BURLINGAME, CA 94010	488.71	958FB1D7-0001 AGAN WRKSHOP JULY 21 ACSA DUES	07/08/2021 07/13/2021	22300512 CL-210004 22300967 PV-220001	249.00 239.71	N N
(800) 608-2272						N
012419 ACSA'S FOUNDATION 1517 L STREET SACRAMENTO, CA 95814	3,877.65	21268 N. CASEY PERSONNEL ACDMY 114814 AGAN MMBRSHIP 114815 WRIGHT MMBRSHIP 958FB1D7 AGAN WRKSHOP	07/15/2021 07/29/2021 07/29/2021 07/29/2021	22301289 PV-220014 22303615 PV-220026 22303615 PV-220026 22303615 PV-220026	1,295.00 554.25 1,779.40 249.00	N N N N
(0) - 0 000000000						N
014952 AERIES SOFTWARE 770 THE CITY DR S #6500 ORANGE, CA 92868	26,194.00	ACOMMS-00258 AERIES COMMUNIC RW-15206 RATOLA CALPADS M&S 8141 AERIES SFTWRE/SUPPORT	07/08/2021 07/08/2021 07/08/2021	22300510 CL-210005 22300510 CL-210006 22300510 CL-210007	11,020.00 100.00 15,074.00	N N N
(0) - 0 000000000						N
013806 ANTIOCH GLASS 1207 AUTO CENTER DRIVE ANTIOCH, CA 94509	637.06	4852 TRANS REPAIR	07/08/2021	22300511 CL-210008	637.06	N
(925) 777-9191		N CONCORD GLASS				

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012964 ASSOCIATED VALUATION SERVICES 1501 COFFEE ROAD SUITE N MODESTO, CA 95355 (209) 543-8245 N	1,295.21	6797 WITS INVENTORY	07/15/2021	22301286 PV-220015	1,295.21	N
014367 BANK OF AMERICA PO BOX 15796 WILMINGTON, DE 19886-5710 (0) - 0 N	19,929.29	TRANS SUPPLIES TRANS SUPPLIES TRANS SUPPLIES TRANS SUPPLIES TRANS SUPPLIES RMS MATH ACTIVITIES RMS LIBRARY BOOKS TRANS SUPPLIES DHS SUPPLIES MAINT DOOR CLOSER RVHS AG INCUBATOR RVHS AG INCUBATOR BUS OFF KEYBOARD/MOUSE ED SV GLAD TRAINING SUPPLIES WG BOOKS TRANS SUPPLIES ED SV GLAD TRAINING SUPPLIES DHW CONFERENCE MAINT SUPPLIES MAINT SUPPLIES	07/15/2021 07/15/2021	22301282 CL-210158 22301282 CL-210159 22301282 CL-210160 22301282 CL-210161 22301282 CL-210162 22301282 CL-210163 22301282 CL-210164 22301282 CL-210165 22301282 CL-210166 22301282 CL-210167 22301282 CL-210168 22301282 CL-210169 22301282 CL-210170 22301282 CL-210171 22301282 CL-210172 22301282 CL-210173 22301282 CL-210174 22301282 CL-210175 22301282 CL-210176 22301287 PO-220153	967.27 993.67 529.58 1,295.34 1,508.70 369.06 1,932.44 1,703.31 7,530.92 320.27 287.72 287.71 54.01 49.39 343.04 546.79 89.98 399.00 307.81 413.28	N N
015067 BARTLETT, ASHLYN 3136 JOSHUA TREE CIRCLE STOCKTON, CA 95209 (0) - 0 N	300.00	RVHS AG CONF REIMB RVHS AG CONF REIMB	07/13/2021 07/13/2021	22300938 CL-210077 22300938 CL-210078	150.00 150.00	N N
012586 BAY ALARM 60 BERRY DRIVE PACHECO, CA 94553 (209) 465-1986 N BALCO HOLDINGS	6,341.04	RVHS ALARM EQUIP	07/13/2021	22300939 CL-210079	6,341.04	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011231 BECERRA, MARIA ELENA PO BOX 98 COURTLAND, CA 95615 (0) - 0 N	399.49	MIG ED SUPPLIES	07/08/2021	22300513 CL-210009	399.49	N
002104 BEL AIR P.O. BOX 15618 SACRAMENTO, CA 95852 (888) 208-8930 N	120.96	5000034 DHS AG SUPPLIES 5000034 DHS AG SUPPLIES	07/08/2021 07/08/2021	22300539 CL-210043 22300539 CL-210044	60.48 60.48	N N
014614 BUCKMASTER 1801 TRIBUTE ROAD SACRAMENTO, CA 95815 (916) 923-0500 N	95.94	414400 DHS PRINT CONTRACT 414390 CMS PRINT CONTRACT	07/08/2021 07/08/2021	22300514 CL-210010 22300514 CL-210011	52.98 42.96	N N
012497 BUSWEST 21107 CHICO STREET CARSON, CA 90745 (209) 531-3928 N	109.91	2623/26204 TRANS PARTS	07/29/2021	22303596 CL-210232	109.91	N
010825 CABE 20888 AMAR ROAD WALNUT, CA 91789 (626) 814-4441 N	275.00	DLL20593 SP ED CABE REGIST	07/29/2021	22303598 CL-210233	275.00	N
003681 CALIFORNIA AMERICAN WATER P.O. BOX 7150 PASADENA, CA 91109-7150 (888) 237-1333 N	1,171.79	ISLE WATER SERV ISLE WATER SERV	07/08/2021 07/22/2021	22300515 CL-210012 22302381 CL-210180	688.43 483.36	N N
012268 CALIFORNIA WASTE RECOVERY SYSTEMS	1,213.01	ISLE WASTE SERV	07/22/2021	22302400 PV-220019	1,213.01	N

175 ENTERPRISE CT STE #A
GALT, CA 95632-9047

(209) 369-6887

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011734 CALIFORNIA WELDING SUPPLY CO P.O. BOX 567 817 S CENTER STREET STOCKTON, CA 95201 (209) 466-8604 N	1,839.85	04012 RVHS AG SUPPLIES 04012 RVHS AG SUPPLIES	07/08/2021 07/08/2021	22300516 CL-210014 22300516 CL-210015	919.93 919.92	N N
014242 CAMACHO MECHANICAL 618 A AIRPORT RD RIO VISTA, CA 94571 (209) 607-9807 Y DAVID CAMACHO	598.61	8178 MAINT SERVICE CALL 8196 MAINT REPAIRS	07/13/2021 07/29/2021	22300968 PV-220002 22303610 PV-220028	298.61 300.00	Y Y
011595 CAPITAL AUTISM SERVICES 6400 FREEPORT BLVD SACRAMENTO, CA 95822 (916) 923-1789 Y KADIANT LLC	5,125.51	3634918 NPS DUES 3146307 NPS DUES	07/08/2021 07/08/2021	22300530 CL-210032 22300530 CL-210033	2,027.13 3,098.38	N N
013347 CASBO PROFESSIONAL DEVELOPMENT 1001 K STREET, 5TH FLOOR SACRAMENTO, CA 95814 (0) - 0 N	3,500.00	636313 ORG MEMBERSHIP	07/13/2021	22300969 PV-220003	3,500.00	N
014762 CATAPULT EMS 5098 FOOTHILLS BLVD #3-396 ROSEVILLE, CA 95747 (530) 566-0446 N	3,722.20	1044995 EMS NOTIFICATION SFTWR	07/29/2021	22303611 PV-220029	3,722.20	N
003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251 (0) - 0 N	1,805.67	DIST WASTE SERV WG WASTE SERV BATES WASTE SERV MOKE WASTE SERV	07/22/2021 07/22/2021 07/22/2021 07/22/2021	22302382 CL-210181 22302382 CL-210182 22302382 CL-210183 22302382 CL-210184	141.20 952.06 627.71 84.70	N N N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015194 CITY MOTOR SALES 398 SOUTH VAN NESS AVE SAN FRANCISCO, CA 94103	31,400.00	SP ED VAN	07/20/2021	22302012 PV-220017	31,400.00	N
(0) - 0						N
000201 CITY OF ISLETON P.O. BOX 716 101 SECOND STREET ISLETON, CA 95641	411.05	85596 ISLE SEWER SERV	07/22/2021	22302401 PO-220159	411.05	N
(916) 777-7770						N
000077 CITY OF RIO VISTA 1 MAIN STREET RIO VISTA, CA 94571	10,572.14	DO WATER SERV DO SEWER SERV RVHS WATER SERV RVHS SEWER SERV	07/22/2021 07/22/2021 07/22/2021 07/22/2021	22302383 CL-210185 22302383 CL-210186 22302383 CL-210187 22302383 CL-210188	178.30 148.62 3,990.55 1,900.34	N N N N
(0) - 0		N RIO VISTA FIRE	07/22/2021	22302383 CL-210189	1,068.01	N
		DHW WATER SERV	07/22/2021	22302383 CL-210190	1,496.76	N
		DHW SEWER SERV	07/22/2021	22302383 CL-210191	1,789.56	N
015197 COMPUGROUP MEDICAL INC. 3838 N. CENTRAL AVE #1600 PHOENIX, AZ 85012	1,300.00	LEA SCL BASED MED 20/21	07/22/2021	22302384 CL-210192	1,300.00	N
(0) - 0						N
013798 CROWE LLP 320 E JEFFERSON BOULEVARD PO BOX 7 SOUTH BEND, IN 46624-0007	22,000.00	745-2441774 AUDIT SERV	07/22/2021	22302385 CL-210200	22,000.00	7
(0) - 0						Y
012083 CSBA - FOUNDATION C/O WESTAMERICA BANK P.O. BOX 1450 SUISUN CITY, CA 94585-4450	12,799.00	56877-HON5Q0 GAMUT ONLINE 55861-WOP4F5 CSBA MMBRSHIP	07/13/2021 07/13/2021	22300970 PV-220004 22300970 PV-220004	5,135.00 7,664.00	N N

(916) 371-4691

N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014601 CSNO 3511 DEL PASO RD. #160 PMB 230 SACRAMENTO, CA 95835 (916) 448-5752 N	860.00	2853/2849 NURSES CONF	07/08/2021	22300517 CL-210013	860.00	N
013876 DATAPATH PO BOX 396009 SAN FRANCISCO, CA 94139 (888) 693-2827 N	13,651.41	151703 MITEL WEB CERT 151662 DW IT SERV 151662 DW IT SERV 151662 DW IT SERV 151662 DW IT SERV 151662 DW IT SERV 151662 DW IT SERV 151710 GOOGLE MGMT LICENSES	07/08/2021 07/22/2021 07/22/2021 07/22/2021 07/22/2021 07/22/2021 07/22/2021 07/29/2021	22300518 CL-210016 22302402 PO-220191 22302402 PO-220191 22302402 PO-220191 22302402 PO-220191 22302402 PO-220191 22302410 PO-220191 22303612 PO-220090	495.00 121.82 121.82 11,573.21 121.82 243.64 974.10	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	604.53	73129784 WG LEASE 73129788 F5 LEASE 73061373 BUS OFF LEASE 73033393 ED SV PRINTER LEASE	07/22/2021 07/22/2021 07/22/2021 07/29/2021	22302403 PV-220020 22302403 PV-220020 22302403 PV-220020 22303613 PV-220030	167.01 80.80 168.10 188.62	N N N N
002819 DELTA CARE DEPT #0170 LOS ANGELES, CA 90084-0170 (0) - 0 N	46.98	JULY 2021 RETIREE PREMIUMS	07/13/2021	22300971 PV-220005	46.98	N
013446 DEPARTMENT OF INDUSTRIAL OCCUPATIONAL SAFETY & HEALTH 2424 ARDEN WAY, SUITE 320 SACRAMENTO, CA 95825 (916) 263-2830 N STATE OF CALIF	1,350.00	S1810900 SA MAINT ELVTOR PRHBT S1810881 SA MAINT ELVTOR PRHBT	07/13/2021 07/13/2021	22300940 CL-210080 22300940 CL-210081	675.00 675.00	N N
014041 DEPARTMENT OF SOCIAL SERVICES 2525 NATOMAS PARK DRIVE SUITE 250 SACRAMENTO, CA 95833 (916) 263-5744 N	242.00	343617538 ISLE ST PRSCL LICENS	07/08/2021	22300553 CL-210017	242.00	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015089 DIESEL LAPTOPS 7440 BROAD RD IRMO, SC 29063 (971) 727-5906	2,716.88	89171 TRANS DIAGNOSTIC SFTWR 62734 TRANS SFTWR/SUPPORT	07/08/2021 07/22/2021	22300519 CL-210018 22302404 PO-220198	1,621.88 1,095.00	N N
014067 DISCOVERY OFFICE SYSTEMS 1269 CORPORATE CENTER PARKWAY SANTA ROSA, CA 95407 (707) 570-1000	71.63	55E1627099 ISLE COPIER CONTRAC 55E1609170 WG SERV CONTRACT	07/08/2021 07/13/2021	22300520 CL-210020 22300941 CL-210082	36.69 34.94	N N
010469 E.F. KLUDT & SONS INC P.O. BOX 166 LODI, CA 95241-0166 (0) - 0	4,278.93	279461 TRANS FUEL 279520 TRANS DIESEL FLUID	07/08/2021 07/13/2021	22300521 CL-210019 22300972 PV-220006	4,091.22 187.71	N N
011104 EXCEL SCHOOL PHOTOGRAPHERS 4219 S MARKET CT SUITE N SACRAMENTO, CA 95834 (916) 565-1620	627.44	RVHS VISITOR TRCKING SPPLIES	07/15/2021	22301288 PO-220044	627.44	N
013121 FASSTRAK VIOLATION PROCESSING DEPARTMENT P.O. BOX 26925 SAN FRANCISCO, CA 94126-6925 (0) - 0 000000000	27.00	I712155667718 MAINT FASTTRACK	07/13/2021	22300942 CL-210083	27.00	N
013913 FLORAL FRESH 1127 FEE DRIVE SACRAMENTO, CA 95815 (916) 504-3591	249.04	959749 DHS AG SUPPLIES 959749 DHS AG SUPPLIES	07/08/2021 07/08/2021	22300522 CL-210021 22300522 CL-210022	124.52 124.52	N N
013912 FLORAL RESOURCES SACRAMENTO	728.55	152137 DHS AG SUPPLIES	07/08/2021	22300523 CL-210023	337.73	7

1127 FEE DRIVE
SACRAMENTO, CA 95815

(916) 504-3591

Y

152137 DHS AG SUPPLIES
148059 DHS SUPPLIES
148059 DHS SUPPLIES

07/08/2021 22300523 CL-210024
07/29/2021 22303600 CL-210236
07/29/2021 22303600 CL-210237

337.73 7
26.54 7
26.55 7

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012780 FLORAL SUPPLY SYNDICATE 3800 VIA PESCADOR CAMARILLO, CA 93012 (800) 347-9994	234.65	3281428 RVHS AG SUPPLIES 3281428 RVHS AG SUPPLIES	07/13/2021 07/13/2021	22300943 CL-210084 22300943 CL-210085	117.33 117.32	7 7
015195 FRANCO, JOSE PO BOX 62 ISLETON, CA 95641 (0) - 0	242.75	REIMB DAMAGE TO CAR	07/20/2021	22302013 PV-220018	242.75	N
012058 GALT JOINT UNION ELEMENTARY ATTN: ACCT RECEIVABLE 1018 C STREET SUITE 210 GALT, CA 95632 (0) - 0 000000000	7,217.53	210506 SP ED INST ASST	07/22/2021	22302386 CL-210201	7,217.53	N
015189 GOOSE CHASE ADVENTURES 6638 JANE ST BURLINGTON, ONTARIO CANADA L7O OJ8, (0) - 0	169.01	120882 RVHS SOFTWARE	07/08/2021	22300524 CL-210025	169.01	N
003111 GOVERNMENT FINANCIAL STRATEGIES INC. 1228 N STREET, SUITE 13 SACRAMENTO, CA 95814-5609 (916) 444-5100	843.75	1323950 FINANCIAL PROF SERV	07/29/2021	22303601 CL-210238	843.75	N
014573 GREAT AMERICA FINANCIAL SVCS PO BOX 660831 DALLAS, TX 75266-0831 (877) 311-4422	309.95	29545809 CMS LEASE	07/08/2021	22300525 CL-210026	309.95	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000711 GROW WEST PARTS 14301 RAILROAD AVE WALNUT GROVE, CA 95690- (916) 776-1744	280.27	13112 MAINT SUPPLIES	07/13/2021	22300944 CL-210086	280.27	N
		N THE LYMAN GROU				
002011 HEINEMANN PO BOX 528 PORTSMOUTH, NH 03801-3959 (800) 225-5800 000000000 N	3,323.88	73360139 WG SUPPLIES	07/08/2021	22300526 CL-210027	3,323.88	N
014935 HOME CAMPUS 2900 BRISTOL ST. SUITE B206 COSTA MESA, CA 92626 (562) 206-2486 000000000 N	1,790.00	5875/5829 HIGH SCL ATHL CLRNC	07/15/2021	22301290 PO-220030	1,790.00	N
003538 HOME DEPOT CREDIT SERVICES DEPT 32-2500439736 P.O. BOX 78047 PHOENIX, AZ 85062-8047 (0) - 0 N	7,295.23	RVHS AG SUPPLIES RVHS AG SUPPLIES DHS AG SUPPLIES DHS AG SUPPLIES MAINT SUPPLIES	07/13/2021 07/13/2021 07/13/2021 07/13/2021 07/13/2021	22300945 CL-210087 22300945 CL-210088 22300945 CL-210089 22300945 CL-210090 22300945 CL-210091	74.81 74.80 867.21 867.21 5,411.20	N N N N N
014921 HUDL 29775 NETWORK PLACE CHICAGO, IL 60673-1775 (402) 817-0060 N	900.00	1132505 DHS FOOTBALL SFTWR	07/13/2021	22300973 PV-220007	900.00	N
011917 INDOFF 11816 LACKLAND AVENUE ST. LOUIS, MO 63146-4206 (707) 374-4037 N	3,587.13	3456842 RVHS COVID SUPPLIES 3481143 RVHS SUPPLIES 3482559 RVHS SUPPLIES 3482559 RVHS SUPPLIES 3482559 RVHS SUPPLIES 3456842 RVHS AG SUPPLIES 3456842 RVHS AG SUPPLIES 3476892 BATES SUPPLIES	07/13/2021 07/13/2021 07/13/2021 07/13/2021 07/13/2021 07/29/2021 07/29/2021 07/29/2021	22300946 CL-210153 22300946 CL-210154 22300946 CL-210155 22300946 CL-210156 22300946 CL-210157 22303602 CL-210239 22303602 CL-210240 22303602 CL-210241	311.94 1,089.71 282.55 611.60 611.60 155.97 155.97 200.42	N N N N N N N N

3468417 ISLE SUPPLIES

07/29/2021 22303602 CL-210242

167.37 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000107 INLAND BUSINESS SYSTEMS 1500 NO. MARKET SACRAMENTO, CA 95834-1912 (916) 928-0770	550.12	1802651 DHW PRINT CONTRACT 2022635 RVHS LEASE/CONTRACT 2022635 RVHS LEASE/CONTRACT 2022635 RVHS LEASE/CONTRACT	07/08/2021 07/13/2021 07/13/2021 07/13/2021	22300527 CL-210028 22300947 CL-210092 22300947 CL-210093 22300947 CL-210094	67.18 293.87 94.53 94.54	N N N N
015192 JOHN'S TOWING 8607 BVAHMA WAY ELK GROVE, CA 95624 (916) 612-4872	350.00	2062 TRANS TOWING	07/08/2021	22300528 CL-210029	350.00	N
010859 JONES SCHOOL SUPPLY CO INC PO BOX 7008 COLUMBIA, SC 29201 (800) 845-1807	58.61	1812016 DHS GRAD SUPPLIES 1812016 DHS GRAD SUPPLIES	07/08/2021 07/08/2021	22300529 CL-210030 22300529 CL-210031	29.31 29.30	N N
011311 LA RUE COMMUNICATIONS 521 E. MINER AVE STOCKTON, CA 95202 (209) 463-1900	330.00	8750 TRANS UHF REPEATER SERV	07/08/2021	22300531 CL-210034	330.00	7
012149 LARIOS, MARIA PO BOX 362 COURTLAND, CA 95615 (0) - 0	31.36	F5 MILEAGE	07/15/2021	22301283 CL-210178	31.36	N
014670 LEARNING WITHOUT TEARS 806 W DIAMOND AVE #230 GAITHERSBURG, MD 20878 (888) 983-8409	330.18	107742 ISLE SUPPLIES	07/13/2021	22300948 CL-210095	330.18	N
015183 LOPEZ, LUIS PO BOX 237	95.20	MAINT JUNE MILEAGE	07/22/2021	22302387 CL-210202	95.20	N

HOOD, CA 95639

(0) - 0

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013206 LOWE'S 8369 POWER INN ROAD ELK GROVE, CA 95624-3464 (866) 232-7443	1,680.77	RVHS AG SUPPLIES RVHS AG SUPPLIES MAINT SUPPLIES	07/22/2021 07/22/2021 07/22/2021	22302388 CL-210203 22302388 CL-210204 22302388 CL-210205	43.19 43.18 1,594.40	N N N
014665 LOY MATTISON ENTERPRISES 7038 ALMOND HILL COURT ORANGEVALE, CA 95662 (0) - 0	1,170.00	50121063021 ERATE PROF SRVS	07/08/2021	22300532 CL-210035	1,170.00	Y
014819 MAVERICK NETWORKS INC. 7060 KOLL CENTER PKWY#318 PLEASANTON, CA 94566 (925) 931-1900	120.00	2101877 PHONE REPAIRS	07/13/2021	22300974 PV-220008	120.00	N
015147 MICHAEL'S TRANSPORTATION SERV 2029 BENNINGTON DRIVE VALLEJO, CA 94591 (707) 644-1219	1,380.00	114612 TRANS DRIVER	07/22/2021	22302389 CL-210213	1,380.00	N
014934 MIMIAGA, MICHAEL PO BOX 1024 RIO VISTA, CA 94571 (0) - 0	39.99	REIMB CARFAX/NEW VAN	07/22/2021	22302405 PV-220021	39.99	N
015169 MORGAN, DENISE 15134 GRAND ISLAND RD WALNUT GROVE, CA 95690 (916) 207-1591	475.00	TUTOR REIMB	07/08/2021	22300533 CL-210036	475.00	N
014995 NATIONAL RESTAURANT ASSOC. 233 SOUTH WALKER DR. # 3600	575.00	6762100/6826370 SERV SAFE CRS	07/29/2021	22303607 CL-210257	575.00	N

CHICAGO, IL 60606

(800) 765-2122 000000000 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014335 NEUMANN, LTD 1421 RICHARDS BLVD SACRAMENTO, CA 95811-0423 (916) 922-5466	13,650.00	4341 SP ED TRANSP	07/13/2021	22300950 CL-210096	13,650.00	N
014975 NEWSELA 620 8TH AVENUE 21ST FLOOR NEW YORK, NY 10018 (0) - 0	6,340.00	18186 ISLE SFTWR 18060 RVHS SFTWR	07/08/2021 07/22/2021	22300534 CL-210037 22302406 PV-220022	1,500.00 4,840.00	N N
015075 NO RED INK 118 2ND STREET SAN FRANCISCO, CA 94105 (0) - 0	3,000.00	13648 RMS SFTWR	07/13/2021	22300951 CL-210097	3,000.00	N
010584 NORTH COAST REGION CATA AG ED UNIT C.D.E. 1430 N STREET, SUITE 4202 SACRAMENTO, CA 95814 (916) 319-0488	60.00	RVHS AG CATA REGIST RVHS AG CATA REGIST	07/13/2021 07/13/2021	22300952 CL-210098 22300952 CL-210099	30.00 30.00	N N
013375 ODYSSEYWARE/edgenuity 300 N. MCKEMY AVE CHANDLER, AZ 85226 (602) 377-7920	59,950.00	816177 ODYSSEYWARE SFTWR	07/29/2021	22303614 PO-220001	59,950.00	N
003218 ORIENTAL TRADING CO INC 4206 SOUTH 108TH STREET OMAHA, NE 68137 (800) 228-0475	26.93	709451447 ASP SUPPLIES	07/08/2021	22300535 CL-210038	26.93	N
000589 PACIFIC OFFICE AUTOMATION	1,268.00	215387 RVHS SERV CONTRACT	07/13/2021	22300953 CL-210120	150.00	N

14747 NW GREENBRIER PARKWAY
BEAVERTON, OR 97006

(916) 638-7476 N

215392	RVHS SERV CONTRACT	07/13/2021	22300953	CL-210121	150.00	N
215388	RMS SERV CONTRACT	07/13/2021	22300953	CL-210122	150.00	N
215389	RMS SERV CONTRACT	07/13/2021	22300953	CL-210123	196.00	N
251386	ISLE MAINT AGRMNT	07/15/2021	22301291	PV-220016	150.00	N
215385	MAINT CONTRCT	07/22/2021	22302407	PV-220023	298.00	N
215384	MAINT CONTRCT	07/22/2021	22302407	PV-220023	174.00	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003270 PG&E 685 EMBARCADERO DRIVE SACRAMENTO, CA 95605	33,505.39	RADIO RIO ELECT	07/08/2021	22300536 CL-210039	27.31	N
		DO ELECT	07/13/2021	22300954 CL-210100	1,051.50	N
		RVHS ELECT	07/13/2021	22300954 CL-210101	298.96	N
		GARAGE ELECT	07/13/2021	22300954 CL-210102	125.22	N
(0) - 0 N PACIFIC GAS AN		SHOP ELECT	07/13/2021	22300954 CL-210103	71.07	N
		DHW ELECT	07/13/2021	22300954 CL-210104	6,112.33	N
		DHW ELECT	07/13/2021	22300954 CL-210105	172.89	N
		DO ELECT	07/13/2021	22300954 CL-210106	45.27	N
		LIFT PUMP ELECT	07/13/2021	22300954 CL-210107	133.53	N
		N. NETH ELECT	07/13/2021	22300954 CL-210108	27.66	N
		RVHS ELECT	07/13/2021	22300954 CL-210109	9,163.36	N
		RMS ELECT	07/13/2021	22300954 CL-210110	2,926.55	N
		DHS ELECT	07/13/2021	22300954 CL-210111	4,346.83	N
		DHS SCL PUMP ELECT	07/13/2021	22300954 CL-210112	164.30	N
		CMS ELECT	07/13/2021	22300954 CL-210113	1,996.46	N
		DHS ELECT	07/13/2021	22300954 CL-210114	3,149.79	N
		DHS STS ELECT	07/13/2021	22300954 CL-210115	34.96	N
		DHS LTS ELECT	07/13/2021	22300954 CL-210116	12.85	N
		DHS LTS ELECT	07/13/2021	22300954 CL-210117	13.49	N
		ISLE GARAGE ELECT	07/13/2021	22300954 CL-210118	139.22	N
		ISLE ELECT	07/13/2021	22300954 CL-210119	3,491.84	N
002526 PITNEY BOWES RESERVE ACCOUNT 1245 EAST BRICKYARD ROAD SUITE 250 SALT LAKE CITY, UT 84106-4278	5,000.00	POSTAGE FOR POSTAGE MACHINE	07/29/2021	22303616 PO-220194	5,000.00	N
(0) - 0 N						
013554 POINT QUEST 8376 FRUITRIDGE RD SACRAMENTO, CA 95828-0949	11,546.68	1366 SP ED INST ASST	07/13/2021	22300955 CL-210124	2,959.68	N
		1375 SP ED INST ASST	07/13/2021	22300955 CL-210125	250.00	N
		735906 SP ED NPS	07/13/2021	22300955 CL-210126	8,085.00	N
(916) 422-0571 N		735920 SP ED NPS	07/13/2021	22300955 CL-210127	252.00	N
012857 PRISTINE REHAB CARE 706 N. DIAMOND BAR BLVD STE #B DIAMOND BAR, CA 91765	5,934.08	7460/7458/7457/7459 SP THERAPY	07/08/2021	22300537 CL-210040	5,934.08	7
(317) 371-3866 Y						

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
001048 QUILL CORPORATION 100 SCHELTER ROAD LINCOLNSHIRE, IL 60094-0600 (800) 789-8965 N	1,927.27	17501723 CMS SUPPLIES 17501723 CMS SUPPLIES	07/08/2021 07/08/2021	22300538 CL-210041 22300538 CL-210042	1,000.00 927.27	N N
010580 REALLY GOOD STUFF INC PO BOX 1111 SHELTON, CT 06484-1110 (203) 261-1920 N	1,915.96	7573084 WG SUPPLIES	07/08/2021	22300540 CL-210045	1,915.96	N
013993 REFRIGERATION SUPPLIES DISTRIBUTOR 26021 ATLANTIC OCEAN DRIVE LAKE FORREST, CA 92630 (916) 369-0203 N	52.76	37300 MAINT SUPPLIES	07/08/2021	22300543 CL-210048	52.76	N
000193 RIO VISTA ACE HARDWARE 506 STATE HIGHWAY 12 RIO VISTA, CA 94571 (0) - 0 N	833.19	270676 MAINT SUPPLIES 271608 RVHS AG SUPPLIES 271608 RVHS AG SUPPLIES 271645 DHW SUPPLIES 270822 RVHS SUPPLIES	07/13/2021 07/13/2021 07/13/2021 07/29/2021 07/29/2021	22300956 CL-210129 22300956 CL-210130 22300956 CL-210131 22303603 CL-210243 22303603 CL-210244	612.35 94.86 94.85 25.89 5.24	N N N N N
014071 RIO VISTA BEACON PO BOX 726 BRENTWOOD, CA 94513 (925) 550-7811 N	225.00	12987 HR CLASSIFIED ADS	07/08/2021	22300541 CL-210046	225.00	N
013524 RIO VISTA DODGE CHRYSLER JEEP 1006 STATE HWY 12 RIO VISTA, CA 94571 (707) 374-6411 N	38.75	8075 TRANS PARTS	07/13/2021	22300957 CL-210132	38.75	N
002751 RIO VISTA FORD	1,338.53	4094 TRANS PARTS	07/13/2021	22300958 CL-210133	1,338.53	N

1010 STATE HWY 12
RIO VISTA, CA 94571

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607	127.62	DO WASTE SERV	07/13/2021	22300949 CL-210134	127.62	N
(0) - 0						N
010048 RIVER DELTA REVOLVING FUND 445 MONTEZUMA ST RIO VISTA, CA 94571	2,153.15	4127 A. FERNANDEZ LOST WARRANT DR DEP ACCT CLSD/REISSUE PPR	07/13/2021 07/15/2021	22300959 CL-210128 22301284 CL-210179	1,296.72 856.43	N N
(0) - 0						N
010670 RIVERVIEW-INTERNATIONAL TRUCKS 2445 EVERGREEN AVE P.O. BOX 716 WEST SACRAMENTO, CA 95691	533.41	61671 TRANS PARTS	07/08/2021	22300542 CL-210047	533.41	7
() -						Y
014672 RODARTE DE MENA, LIZETH PO BOX 436 CLARKSBURG, CA 95612	11.20	CAFE MILEAGE	07/08/2021	22300554 CL-210071	11.20	N
(0) - 0						N
012449 S AND S WORLDWIDE 75 MILL STREET COLCHESTER, CT 06415	108.98	100813743 ASP SUPPLIES	07/29/2021	22303604 CL-210245	108.98	N
(800) 288-9941						N
000095 S M U D P.O. BOX 15555 SACRAMENTO, CA 95852	7,610.23	BATES ELECT WG ELECT WG ELECT WG ELECT BATES ELECT BATES ELECT TRANS ELECT TRANS ELECT	07/13/2021 07/22/2021 07/22/2021 07/22/2021 07/22/2021 07/22/2021 07/22/2021 07/22/2021	22300960 CL-210135 22302390 CL-210206 22302390 CL-210207 22302390 CL-210208 22302390 CL-210209 22302390 CL-210210 22302390 CL-210211 22302390 CL-210211	28.94 27.69 809.52 3,714.90 528.20 2,416.28 .27- 13.85	N N N N N N N N
(0) - 0						N

TRANS ELECT

07/22/2021 22302390 CL-210212

71.12 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012225 SACRAMENTO COUNTY COUNTY OF SACRAMENTO 700 H STREET ROOM 1710 SACRAMENTO, CA 95814 (916) 874-8250	8,467.47	MEAS J FISCAL AGNT FEES 4 QTR MEAS K FISCAL AGNT FEES 4 QTR FISCAL AGNT FEES 4 QTR FISCAL AGNT FEES 4 QTR FISCAL AGNT FEES 4 QTR FISCAL AGNT FEES 4 QTR FISCAL AGNT FEES 4 QTR	07/22/2021 07/22/2021 07/22/2021 07/22/2021 07/22/2021 07/22/2021 07/22/2021	22302398 CL-210193 22302399 CL-210194 22302391 CL-210195 22302391 CL-210196 22302391 CL-210197 22302391 CL-210198 22302391 CL-210199	1,854.13 2,199.24 882.82 882.82 882.82 882.82 882.82	N N N N N N N
000090 SACRAMENTO COUNTY UTILITIES 9700 GOETHE ROAD SUITE C SACRAMENTO, CA 95827 (0) - 0	272.31	WG SEWER BATES SEWER	07/08/2021 07/08/2021	22300544 CL-210049 22300544 CL-210050	149.45 122.86	N N
012885 SALOMON, TRISHA 50 YOSEMITE DRIVE RIO VISTA, CA 94571 (0) - 0	26.35	ED SV POSTAGE REIMB	07/13/2021	22300961 CL-210136	26.35	N
012039 SAN JOAQUIN CO OFFICE OF ED 2707 TRANSWORLD DRIVE STOCKTON, CA 95213 (0) - 0	450.00	201073 HR EDJOIN SUBSCRPTION	07/13/2021	22300978 PV-220009	450.00	N
003318 SCHOOL SPECIALTY INC W6316 DESIGN DRIVE GREENVILLE, WI 54942 (0) - 0	857.13	20812758954 DHS SUPPLIES 208127587609 ISLE SUPPLIES 308103767507 CMS SUPPLIES	07/08/2021 07/08/2021 07/08/2021	22300545 CL-210052 22300545 CL-210053 22300545 CL-210054	171.80 82.33 603.00	N N N
000316 SCHOOLS INSURANCE AUTHORITY P.O. BOX 276710 SACRAMENTO, CA 95827-6710 (0) - 0	717.50	EAP 072022.14 EMP ASST PRGRM EAP 072022.14 EMP ASST PRGRM	07/13/2021 07/13/2021	22300975 PV-220012 22300975 PV-220012	351.57 365.93	N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013193 SCOE P.O. BOX 269003 10474 MATHER BLVD SACRAMENTO, CA 95826 (0) - 0 N	2,330.50	211688 VISION SERV ORIENTAT	07/08/2021	22300546 CL-210051	2,330.50	N
013891 SENTINEL FIRE EQUIPMENT CO INC 5702 BROADWAY SACRAMENTO, CA 95820 (916) 455-5630 N	1,002.38	89055 RVHS EXTNGSHR MAINT 89057 ISLE EXTNGSHR MAINT 89056 DHW EXTNGSHR MAINT	07/22/2021 07/22/2021 07/22/2021	22302408 PV-220024 22302408 PV-220024 22302408 PV-220024	170.81 674.13 157.44	N N N
014444 SEQUOIA FLORAL 3245 SANTA ROSA AVENUE SANTA ROSA, CA 95407 (707) 525-0780 N	1,047.03	206267 RVHS AG SUPPLIES 206267 RVHS AG SUPPLIES	07/13/2021 07/13/2021	22300962 CL-210137 22300962 CL-210138	523.52 523.51	N N
000055 SIA DELTA DENTAL P.O. BOX 276710 SACRAMENTO, CA 95827-6710 (0) - 0 N	4,079.75	JULY 2021 PREMIUMS JULY 2021 PREMIUMS JULY 2021 PREMIUMS	07/13/2021 07/13/2021 07/13/2021	22300976 PV-220010 22300976 PV-220010 22300976 PV-220010	189.42 1,441.24 2,449.09	N N N
000056 SIA VISION SERVICE P.O. BOX 276710 SACRAMENTO, CA 95827-6710 (0) - 0 N	778.68	JULY 2021 PREMIUMS JULY 2021 PREMIUMS JULY 2021 PREMIUMS	07/13/2021 07/13/2021 07/13/2021	22300977 PV-220011 22300977 PV-220011 22300977 PV-220011	57.68 432.60 288.40	N N N
014454 SINGH, PRITIKA 14216 SHOP STREET WALNUT GROVE, CA 95690 (916) 491-0657 000000000 N	913.92	PARENT MILEAGE	07/15/2021	22301285 CL-210177	913.92	N
012084 SODEXO INC & AFFILIATES	110,434.21	CAFE MAY MEALS	07/08/2021	22300555 CL-210001	58,122.41	N

PO BOX 360170
PITTSBURGH, PA 15251-6170

CAFE MAY MEALS
CAFE JUNE MEALS
CAFE JUNE MEALS/ASES

07/08/2021	22300555	CL-210002	33,689.61	N
07/22/2021	22302396	CL-210230	14,536.13	N
07/22/2021	22302396	CL-210231	4,086.06	N

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
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013858 SPURR	1,288.18	ISLE GAS	07/22/2021	22302392	CL-210214	105.48	N
1850 GATEWAY BOULEVARD		ISLE GAS	07/22/2021	22302392	CL-210215	16.67	N
CONCORD, CA 94520		TRANS GAS	07/22/2021	22302392	CL-210216	16.15	N
		CMS CAFE GAS	07/22/2021	22302397	CL-210217	234.18	N
(888) 400-2155		DHS GAS	07/22/2021	22302392	CL-210218	211.19	N
		DO GAS	07/22/2021	22302392	CL-210219	15.64	N
		RVHS GAS	07/22/2021	22302392	CL-210220	416.38	N
		DHW GAS	07/22/2021	22302392	CL-210221	28.64	N
		RMS GAS	07/22/2021	22302392	CL-210222	80.68	N
		STORAGE PREPAID GAS	07/22/2021	22302392	CL-210223	163.17	N
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014069 STAPLES ADVANTAGE	9,350.06	3480226902 MAINT SUPPLIES	07/08/2021	22300547	CL-210055	36.38	N
500 STAPLES DRIVE		3480159231 BUS OFF SUPPLIES	07/08/2021	22300547	CL-210056	41.62	N
FRAMINGHAM, MA 01702		3480159232 MAINT SUPPLIES	07/08/2021	22300547	CL-210057	31.10	N
		3479712845 WIND RIV SUPPLIES	07/08/2021	22300552	CL-210058	72.41	N
(0) - 0		3480005459 WIND RIV SUPPLIES	07/08/2021	22300552	CL-210059	14.37	N
		3477620456 WIND RIV SUPPLIES	07/08/2021	22300552	CL-210060	82.43	N
		3480091862 BUS OFF SUPPLIES	07/08/2021	22300547	CL-210061	95.54	N
		3479243454 ED SV SUPPLIES	07/08/2021	22300547	CL-210062	19.45	N
		3479304225 HR SUPPLIES	07/08/2021	22300547	CL-210063	121.41	N
		3468938653 F5 SUPPLIES	07/08/2021	22300547	CL-210064	1,152.93	N
		3468938653 F5 SUPPLIES	07/08/2021	22300547	CL-210064	4.01	N
		3468938653 F5 SUPPLIES	07/08/2021	22300547	CL-210064	4.01	N
		3480159233 DHS SUPPLIES	07/08/2021	22300547	CL-210065	2.30	N
		3480159233 DHS SUPPLIES	07/08/2021	22300547	CL-210065	2.30	N
		3480159233 DHS SUPPLIES	07/08/2021	22300547	CL-210065	659.96	N
		3480091863 MAINT SUPPLIES	07/13/2021	22300963	CL-210139	17.29	N
		3480159234 DHS SUPPLIES	07/13/2021	22300963	CL-210140	.05	N
		3480159234 DHS SUPPLIES	07/13/2021	22300963	CL-210140	.05	N
		3480159234 DHS SUPPLIES	07/13/2021	22300963	CL-210140	15.33	N
		3480159235 CMS SUPPLIES	07/13/2021	22300963	CL-210141	200.75	N
		3480159235 CMS SUPPLIES	07/13/2021	22300963	CL-210141	.70	N
		3480159235 CMS SUPPLIES	07/13/2021	22300963	CL-210141	.70	N
		3480503268 BUS OFF SUPPLIES	07/13/2021	22300963	CL-210142	175.13	N
		3749652365 WG SUPPLIES	07/13/2021	22300963	CL-210143	.10	N
		3749652365 WG SUPPLIES	07/13/2021	22300963	CL-210143	.10	N
		3749652365 WG SUPPLIES	07/13/2021	22300963	CL-210143	27.47	N
		3479538465 WG SUPPLIES	07/13/2021	22300963	CL-210144	59.25	N
		3479538465 WG SUPPLIES	07/13/2021	22300963	CL-210144	.21	N
		3479538465 WG SUPPLIES	07/13/2021	22300963	CL-210144	.21	N
		3479652364 WG SUPPLIES	07/13/2021	22300963	CL-210145	.07	N
		3479652364 WG SUPPLIES	07/13/2021	22300963	CL-210145	.07	N
		3479652364 WG SUPPLIES	07/13/2021	22300963	CL-210145	19.49	N

3479652362	WG	SUPPLIES2	07/13/2021	22300963	CL-210146	.19	N
3479652362	WG	SUPPLIES2	07/13/2021	22300963	CL-210146	53.85	N
3479652362	WG	SUPPLIES2	07/13/2021	22300963	CL-210146	.19-	N
3479652363	WG	SUPPLIES	07/13/2021	22300963	CL-210147	.37-	N
3479652363	WG	SUPPLIES	07/13/2021	22300963	CL-210147	.37	N
3479652363	WG	SUPPLIES	07/13/2021	22300963	CL-210147	107.70	N
3479652367	WG	SUPPLIES	07/13/2021	22300963	CL-210148	.22-	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099

014069 STAPLES ADVANTA (Continued...)		3479652367 WG SUPPLIES	07/13/2021	22300963 CL-210148	62.45	N
		3479652367 WG SUPPLIES	07/13/2021	22300963 CL-210148	.22	N
		3479652366 DHS SUPPLIES	07/13/2021	22300963 CL-210149	25.31	N
		3479652366 DHS SUPPLIES	07/13/2021	22300963 CL-210149	.09-	N
		3479652366 DHS SUPPLIES	07/13/2021	22300963 CL-210149	.09	N
		ASP SUPPLIES	07/29/2021	22303605 CL-210246	1,144.51	N
		CAFE SUPPLIES	07/29/2021	22303608 CL-210247	218.04	N
		F5 SUPPLIES	07/29/2021	22303605 CL-210248	102.44	N
		WG SUPPLIES	07/29/2021	22303605 CL-210249	945.00	N
		WG SUPPLIES	07/29/2021	22303605 CL-210250	722.96	N
		BUS OFF SUPPLIES	07/29/2021	22303605 CL-210251	86.39	N
		MAINT SUPPLIES9	07/29/2021	22303605 CL-210252	17.29	N
		DHW KINDER CAMP SUPPLIES	07/29/2021	22303605 CL-210253	1,597.12	N
		DHW SUPPLIES	07/29/2021	22303605 CL-210254	1,236.33	N
		DHW SUPPLIES	07/29/2021	22303605 CL-210255	188.36	N

013400 STATE BOARD OF EQUALIZATION PO BOX 942879 SACRAMENTO, CA 94279-8044	980.00	APRIL-JUNE 2021 USE TAX	07/29/2021	22303597 CL-210234	980.00	N
(0) - 0 N						

013401 STATE BOARD OF EQUALIZATION FUEL TAXES DIVISION PO BOX 942879 SACRAMENTO, CA 94279-6155	36.00	APRIL-JUNE 2021 FUEL TAX	07/29/2021	22303599 CL-210235	36.00	N
(916) 322-9669 N						

000096 STEWART INDUSTRIAL SUPPLY INC 608 HWY 12 RIO VISTA, CA 94571	20,532.18	23100 TRANS SUPPLIES	07/22/2021	22302393 CL-210224	15,954.26	N
		23100 TRANS SUPPLIES	07/29/2021	22303606 CL-210256	4,577.92	N
(707) 374-5567 N						

015196 SUPERIOR ELECTRICAL ADVERTIS 1700 WEST ANAHEIM STREET LONG BEACH, CA 90813-1102	285.65	275593 MAINT REPAIRS	07/22/2021	22302394 CL-210225	285.65	N
(0) - 0 N						

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015193 TELLO-GARCIA, MELISSA 2719 G STREET UNIT #100 SACRAMENTO, CA 95816 (559) 786-0216	140.90	MIG ED SUPPLIES	07/13/2021	22300964 CL-210150	140.90	N
014873 TFX COMMUNICATIONS PO BOX 509013 SAN DIEGO, CA 92150-9013 (877) 487-2877	3,001.79	RVHS LONG DIST DO LONG DIST DHS LONG DIST	07/22/2021 07/22/2021 07/22/2021	22302409 PV-220025 22302409 PV-220025 22302409 PV-220025	1,299.78 434.66 1,267.35	N N N
012694 U.S. BANK 221 SOUTH FIGUEROA ST, STE 210 LM-CA-F2TC LOS ANGELES, CA 90012 (0) - 0	10,845.90	JUNE 2021 GASB 75	07/08/2021	22300549 CL-210067	10,845.90	N
001896 UNITED PARCEL SERVICE INC 55 GLENLAKE PARKWAY NE ATLANTA, GA 30328 (0) - 0	66.00	DO SHIPPING DO SHIPPING	07/08/2021 07/13/2021	22300548 CL-210066 22300979 PV-220013	33.00 33.00	N N
010907 VAN RIPER, CHARLES 673 4TH AVENUE STREET SACRAMENTO, CA 95818 (0) - 0	446.73	DH AG SUPPLIES DH AG SUPPLIES	07/08/2021 07/08/2021	22300550 CL-210068 22300550 CL-210069	223.37 223.36	N N
014978 WALLACE, STACY 1266 IVY WAY MANTECA, CA 95336 (714) 305-0061	617.01	ISLE SUPPLIES	07/08/2021	22300551 CL-210070	617.01	N
010906 WASTE MANAGEMENT OF WOODLAND	806.55	DHS WASTE SERV	07/22/2021	22302395 CL-210229	806.55	N

P.O. BOX 78251
PHOENIX, AZ 85062-8251

(0) - 0 00000000 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015136 WEAVER, RICK 929 SAGE DRIVE VACAVILLE, CA 95687 (707) 592-1633	675.00	503604 TRANS EVAL SERVICES	07/13/2021	22300965 CL-210151	675.00	Y
		Y RICHARD R WEAV				
012528 WILLIAMS SCOTSMAN INC 4911 ALLISON PARKWAY VACAVILLE, CA 95688 (707) 451-3000	4,184.48	RVHS MODULAR LEASE DHW MODULAR LEASE RMS MODULAR LEASE RMS MODULAR LEASE	07/08/2021 07/08/2021 07/08/2021 07/08/2021	22300557 CL-210073 22300557 CL-210074 22300557 CL-210075 22300557 CL-210076	1,046.12 1,046.12 1,046.12 1,046.12	N N N N
		N				
015191 WILLIAMS, GARLAND PO BOX 2545 SUISUN CITY, CA 94585 (0) - 0	42.05	CAFE LUNCH REIMB-KYLE	07/08/2021	22300556 CL-210072	42.05	N
		N				
001439 YOLO SOLANO AIR QUALITY MANAGEMENT DISTRICT 1947 GALILCO CT. STE 103 DAVIS, CA 95616 (530) 757-3650	56.00	8714 SOURCE TEST	07/13/2021	22300966 CL-210152	56.00	N
		N				
District total:	561,512.64					
Report total:	561,512.64					

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 10, 2021

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 10.4

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

SUBJECT:

Request to Approve the Contract for Services with Personnel Resources, Jennifer J. Looney, Consultant to Provide Leadership Consulting to the Human Resources Department

BACKGROUND:

Jennifer Looney has 43 years of professional experience in Personnel. Her career started as a personnel administrator. After three years of serving as a personnel administrator, she served as a Director of Personnel for three years and then as an Assistant Superintendent of Personnel and Instruction for nineteen years. She currently is a consultant specializing in Personnel Resources.

STATUS:

Ms. Looney's broad range of experience makes her a perfect choice to serve as a district leadership coach and mentor for River Delta Unified School District's Personnel Department.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Codi Agan, Director of Personnel

COST AND FUNDING SOURCES:

Not to exceed \$6,000 – General Fund

RECOMMENDATION:

That the Board approves the contract with Jennifer Looney for the FY 2021-2022.

Time allocated: 2 minutes

Jennifer J. Looney
5345 E. McLellan Rd. Unit 88
Mesa, AZ 85205
559-269-7758

Professional Experience:

- 2003-Present: **Consultant, Personnel Resources**
- **Director**, Personnel Academy, Association of California School Administrators
 - **Hearing Officer**, Classified Employee Disciplinary Hearings
 - **Consultant, Evaluation & Employee Discipline**, Numerous School Districts in California
- 1984-2003 **Assistant Superintendent**, Personnel & Instruction, Selma Unified School District, Selma, CA.
- 1981-1984 **Director of Personnel**, Exeter Public School, Exeter, CA
- 1978-1981 **Personnel Administrator**, Hanford Elementary School District, Hanford, CA

Professional Organizations:

- 1997-1998 **State President**, Association of California School Administrators (ACSA)
- 1995-1997 **State** President Elect and Vice President, ACSA
- 1993-1995 **Board of Directors**, ACSA
- 1990-1993 **President**, Human Resources Council, ACSA
- 1987-1990 **Representative**, Region 9, Human Resources Council, ACSA
- 1980-2003 **Presenter**, ACSA Personnel Institute

**Personnel Resources
Jennifer J. Looney, Consultant
5345 E. McLellan Rd., Unit 88
Mesa, AZ 85205**

Contract Proposal

THIS CONTRACT made and entered into this **15th day of July 2021**, by and between, **Personnel Resources, Jennifer J. Looney, Consultant, hereinafter** called the **PROVIDER**, and **River Delta Unified School District**, hereinafter called the **DISTRICT**.

The parties do hereby contract and agree as follows:

1. The **PROVIDER** shall furnish the **DISTRICT** with leadership consulting to the Human Resources Department, on an as needed basis, at a rate of \$160 per hour, billed in one quarter hour increments. Consultations will depend on the needs of the **DISTRICT** and will be logged and invoiced monthly. Consultations will be conducted in person, via Zoom, telephonically, text or email. Total fees shall not exceed \$6000.
2. The term of this contract shall begin on **July 15, 2021** and will terminate on or before **June 30, 2022**. The **DISTRICT** has the option of renewing the agreement to extend beyond said termination date.
3. Payment Schedule – Payment for the work shall be made upon submission of monthly invoices including the **PROVIDER’s** work log and approved by an agent of the **DISTRICT** who shall authorize payment approval (by signature) of the work. Said approval shall not be unreasonably withheld. All invoices for services must be submitted from the **PROVIDER** to the **DISTRICT** within thirty (30) calendar days after services are performed.
4. Either party has the option of terminating this agreement with a 30-Day Written Notice.

Service Provider: Personnel Resources
Consultant: Jennifer J. Looney
Signature:
Date: April 23, 2021
Address:

River Delta Unified School District
Authorizing Agent:
Signature and Date:
Address: 445 Montezuma Street Rio Vista, CA 94571

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 10, 2021

Attachments: X

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 10.5

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

SUBJECT:

Request to Approve the 2021-2022 Consolidated Application (ConApp).

BACKGROUND:

The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. This application is River Delta Unified School District's mechanism for requesting funding and reporting on the expenditure of the money received for Federal Funds; Title I, Title II and Title III.

STATUS:

This is an annual request. The Consolidated Application (ConApp) requires Board approval prior to submission to CDE.

PRESENTER: Nicole Latimer, Chief Educational Services Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: No cost to the district

RECOMMENDATION:

That the Board approve the 2021-2022 Consolidated Application (ConApp) as submitted.

Time allocated: 2 minutes

2021-22 Certification of Assurances

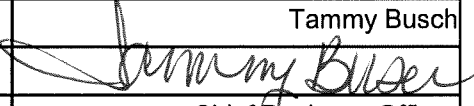
Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurancetoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Tammy Busch
Authorized Representative's Signature	
Authorized Representative's Title	Chief Business Officer
Authorized Representative's Signature Date	07/06/2021

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2021-22 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Carrie Lopes, Title I Policy, Program, and Support Office, CLopes@cde.ca.gov, 916-319-0126

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Tammy Busch
Authorized Representative's Title	Chief Business Officer
Authorized Representative's Signature Date	07/06/2021
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

*****Warning*****

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2021-22 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District	06/20/2019
For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	
Direct Funded Charter	
Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Nicole Latimer
Authorized Representative's Title	Chief Educational Services Officer

*****Warning*****

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2021-22 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	08/10/2021
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	Carrie Norris
DELAC review date	08/04/2021
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	https://rdusd-ca.schoolloop.com/pf4/cms2/view_page?d=x&group_id=1516177873191&vdid=i53d1w5dr9u
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes

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2021-22 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Title III Immigrant ESEA Sec. 3102 SACS 4201	No
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	No

Warning

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2021-22 Title III English Learner Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for 2021-22 English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831
 Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739

Estimated Allocation Calculation

Estimated English learner per student allocation	\$126.25
Estimated English learner student count	360
Estimated English learner student program allocation	\$45,450

Note: \$10,000 minimum program eligibility criteria

If the local educational agency's estimated English learner student program allocation is less than \$10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Consortium Details web page at <https://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

Budget

Professional development activities	\$0
Program and other authorized activities	\$45,450
English Proficiency and Academic Achievement	\$0
Parent, family, and community engagement	\$0
Direct administrative costs (Amount cannot exceed 2% of the estimated English learner student program allocation)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$0
Total budget	\$45,450

*****Warning*****

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2021-22 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2021-22 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

*****Warning*****

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 10, 2021

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 10.6

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

SUBJECT:

Request to approve an Independent Contract with West Coast Broadcast Services LLC (WCB) for engineering, consultation, and support for KRVH for the 2021-2022 School Year.

BACKGROUND:

KRVH Radio Rio is a school run radio station on the campus of Rio Vista High School. There are many federal regulations that apply to radio transmissions. To maintain compliance with the necessary FCC regulations the district finds it necessary to contract with an outside agency for their expertise in this area.

STATUS:

WCB will collaborate with station management point of contact, Chief Operator, Julie Griffin on matters related to the engineering and technical compliance needs of the facility along with services and support to River Delta Unified School District and KRVH-FM 91.5.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT: N/A

COST AND FUNDING SOURCES:

Funding will be provided from Fund 49

RECOMMENDATION:

That the Board approves the Independent Contract with West Coast Broadcast Services LLC for engineering, consultation, and support services for KRVH for fiscal year ending June 30, 2022.

Time allocated: 2 minutes

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



RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, California 94571-1651
(707) 374-1700 Fax (707) 374-2995

HOLD HARMLESS & INDEMNIFICATION AGREEMENT


To the fullest extent permitted by law, West Coast Broadcast Services, (Contractor/Consultant) agrees to defend, indemnify, hold harmless and waive all rights of 9+subrogation against River Delta Joint Unified School District, its Board of Trustees, officers, agents and employees (collectively the "District") from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries and liabilities, whether active or passive, arising from any accident, death, or injury whatsoever or however caused or alleged to be caused whether by the District or the Contractor/Consultant to any person or property because of, arising out of, or in any way related to the performance of this agreement. Contractor/Consultant shall not be responsible for the sole or willful liability of the District. It is understood and agreed that such indemnity shall survive the termination of this agreement.

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

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

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

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



Signature of Authorized Representative

Michael Dasilva

Typed/Printed Name of Authorized Representative

7/29/21

Date Signed

West Coast Broadcast Services

Company Name

Address, Email & Phone: _____

Creating Excellence To Ensure That All Students Learn

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



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the River Delta Unified School District hereinafter referred to as "DISTRICT," and **West Coast Broadcast Services, LLC** hereinafter referred to as "CONSULTANT."

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

1. **TERM:** The term of this agreement is from **August 11, 2021** through **June 30, 2022**. Extension or renewal requires approval of DISTRICT or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT or authorized representative.

This agreement may be terminated with **14** days advance written notice by either party. In the event of termination for cause, CONSULTANT need be compensated only to the extent required by law.

2. **CONSULTANT SERVICES:** CONSULTANT's agent Mike DaSilva, or CONSULTANT's designee, agrees to perform, during the term of this agreement, the tasks obligations and services detailed as follows:

Provide engineering contract, consultation services, and support to River Delta Unified School District and KRVH-FM 91.5. Collaborate with station management point of contact, Chief Operator, Julie Griffin on matters related to the engineering technical compliance needs of the facility. Complete DISTRICT pre-approved projects, including, but not limited to, routine maintenance, technical issues, compliance, and maintenance of the integrity of the broadcast plant infrastructure.

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

\$80 per hour,

During an off-air or critical station emergency, and if unavailable, CONSULTANT may offer to sub-contract services if preoccupied with other clients or projects. Sub-contracting services will be invoice at \$130.00 per hour, plus mileage at the IRS rate.

All hours must be pre-approved by the DISTRICT's Chief Business Officer or Chief Operator.

In the event the CONSULTANT is required to travel outside Solano, Yolo or Sacramento Counties at the request of the DISTRICT, it is agreed that actual and necessary expenses incurred while performing such services shall be reimbursed. All payments will be based on invoices submitted to DISTRICT by CONSULTANT and approved by DISTRICT'S authorized representative. The CONSULTANT shall provide an itemization of costs on submitted invoice. Travel commute time will be invoiced at a rate of \$80.00 per hour, plus mileage at the IRS rate.

4. **RECORDS:** CONSULTANT will maintain full and accurate records in connection with this agreement and will make them available to DISTRICT for inspection at any time. CONSULTANT'S work product produced under this agreement shall be the property of DISTRICT and cannot be used without permission of same.
5. **STATUS OF CONTRACTOR:** DISTRICT and CONSULTANT agree that CONSULTANT, in performing the services specified in this agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. CONSULTANT shall be free to contract for similar service to be performed for other employers while under the contract with DISTRICT; CONSULTANT will not accept such engagements which interfere

Creating Excellence To Ensure That All Students Learn

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

with performance under this agreement. CONSULTANT is not entitled to participate in any pension plan, insurance, bonus or similar benefits the DISTRICT provides for its employees. The CONSULTANT is not authorized to carry out any official act of the DISTRICT that is required to be done by an employee or office of the DISTRICT.

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

Independent Contractor Agreement

7. **COMPLIANCE WITH LAWS:** CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.
8. **CONFLICTS OF INTEREST:** Consultants are responsible for complying with the Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations and may be required to file an annual Form 700 Conflict of Interest Statement of Economic Interests (as required following the passage of the Political Reform Act Government Code Section 81000, et seq.) (attached to and made a part of this contract).

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

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

CONTRACTOR/CONSULTANT:

West Coast Broadcast Services, LLC
Michael DaSilva 7/29/21
 Printed/Typed Name Date

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Tammy Busch August 10, 2020
 Requested By Date

 Social Security Number/Federal Tax ID Number

 Approval Signature Date

 Address State Zip

 Budget Code (Name & Coding)

Mike DaSilva, , mike@wcbsservices.com

 Contact Phone and Email

 Board of Trustees Action Date



Signature (Contractor/Consultant Authorized Representative)

Consultant must answer the two questions below:

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

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RIVER DELTA UNIFIED SCHOOL DISTRICT

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

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

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

10. Description of Duties:

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

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

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

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

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

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

Kathy Wright, Superintendent

Date

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

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



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CONTRACTOR INSURANCE REQUIREMENTS

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

- ✓ Commercial General Liability Coverage—on an “occurrence form” policy containing a per occurrence limit of at least \$1,000,000 or the total cost of the project, which ever is more, protecting against bodily injury, property damage and personal injury claims arising from the exposures of (1) premises and operations; (2) products and completed operations (with a separate limit of coverage at least equal to the per occurrence limit); (3) independent subcontractors; (4) Contractual liability risk covering the indemnity obligations set forth in the hold harmless and indemnification agreement; and (5) where applicable, property damage resulting from explosion, collapse, or underground (x, c, u) exposures. The policy may not contain any exclusion or reduction in coverage for any of the above listed exposures.
- ✓ Automobile Liability Coverage—insuring against bodily injury and/or property damage arising out of the operation, use, loading or unloading of any auto including owned, non-owned, hired and employee autos with limits of at least \$1,000,000.
- ✓ Worker’s Compensation and Employer’s Liability Coverage—providing statutory benefits imposed by applicable state or federal laws such that the District will have no liability to Contractor or its employees, subcontractors and agents; and that Contractor will satisfy all Worker’s Compensation obligations imposed by state law. If Contractor has any employees that are subject to the rights and obligations of the Longshoremen and Harbor Workers Act, then the Worker’s Compensation Insurance must be broadened to provide such coverage. In addition, Contractor agrees to carry Employer’s Liability Coverage with limits of not less than \$1,000,000 per accident for each employee.
- ✓ Professional Liability Coverage—insuring, where applicable, for any exposures resulting from professional liability with limits of at least \$1,000,000.
- ✓ Additional Insured—Contractor shall add “River Delta Unified School District, its board of trustees, officers, agents and employees” (collectively the “District”) as an additional insured via separate endorsement by having the insurance carrier issue an ISO CG 20 10 edition date 11 85 Additional Insured Endorsement or its equivalent. Such endorsement must include completed operations coverage for the benefit of the additional insured. This extension shall apply to the full extent of the actual limits of Contractor’s coverages even if such actual limits exceed the minimum limits required by this agreement. The District’s additional insured status under the policy(ies) must not be limited by amendatory language to the policy. To the extent umbrella or excess insurance is available above the minimum required limits stated in this Agreement, the protection afforded the District in the umbrella or excess liability insurance shall be as broad or broader than the coverages present in the underlying insurance and in accordance with this agreement. Each general liability, umbrella, or excess policy shall specifically state that the insurance provided by the Contractor shall be considered primary, and insurance of the District shall be considered excess for purposes of responding to claims.

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



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Attachment to Superintendent's Statement

DISTRICT'S CONFLICT-OF-INTEREST CODE

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

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

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

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

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

1/14/08

Creating Excellence To Ensure That All Students Learn

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


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

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

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

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

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



Signature of Authorized Representative
Michael DaSilva
Typed/Printed Name of Authorized Representative
Address, Email & Phone: _____

7/29/21
Date Signed
West Coast Broadcast Services
Company Name

1/14/08

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 10, 2021

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 10.7

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

SUBJECT:

Request to Approve of the Memorandum of Understanding (MOU) for River Delta Unified School District (RDUSD) to Participate in the Sly Park Environmental Education Program for the 2021-2022 School Year

BACKGROUND:

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

STATUS:

This MOU shall be effective upon execution by both parties and will remain in effect until June 30, 2022.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

No cost to the District, costs are borne by the schools and donations.

RECOMMENDATION:

That the Board approves the Memorandum of Understanding for the participation by the District schools in the Sly Park Environmental Education Center for 2021-2022.

Time allocated: 2 minutes



Sly Park Environmental Education Center
5600 Sly Park Rd.
Pollock Pines, CA 95726
916-228-2485
slypark@scoe.net

Date: July 7, 2021

To: Superintendents

From: Brett Nelson, Director
Sly Park Environmental Education Center

Please sign and return the enclosed Memorandum of Understanding (MOU) to allow school(s) in your district to participate in the Sly Park program for the 2021/22 school year. Additionally, the Sacramento County Office of Education (SCOE) requires that your district provide a copy of your Certificate of Liability Insurance for our records naming SCOE as the insured. We must receive both of these documents, no less than 60 days prior to your trip, in order for your district/school(s) to attend Sly Park.

Please return both of the documents as soon as possible. Send to:

Sly Park Environmental Education Center
5600 Sly Park Road
Pollock Pines, CA 95726

A copy of the signed MOU and all further correspondence regarding 2021/22 participation will be sent directly to the schools. If you have any questions, please call me at (916) 228-2485.

Thank you!

Memorandum of Understanding

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

This MOU shall be effective upon execution by both parties and will remain in effect until June 30, 2022.

I. The District shall:

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

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

II. SCOE/Sly Park shall:

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

III. Payment:

- A. Participating Districts/schools shall be responsible for payment of a non-refundable deposit of \$20.00 per reserved student. A deposit will secure a reservation at Sly Park and will be applied to a final invoice. Sly Park may cancel a reservation if the deposit is not made by:
 - a. **January 30, 2021** for visits occurring between August 1 and December 31, 2021;
 - b. **April 30, 2021** for visits occurring between January 1 and June 15, 2022; or
 - c. Within 30 days of mailing the deposit invoice.
- B. Schools can make alterations to their reserved student number without penalty at any time prior to **May 1, 2021** for Sly Park visits occurring between August 1 and December 31, 2021 and prior to **September 30, 2021** for Sly Park visits occurring between January 1 and June 15, 2022.
- C. The District agrees to pay for the greater of:
 - a. the actual number of students who attend Sly Park, or
 - b. 94% of the number of students reserved as of the deadline for changes.
- D. Programs receiving exclusive use of the facility will be billed an amount reflecting a minimum attendance of 75 persons, regardless of the number actually attending.

- E. Unless otherwise indicated on the Reservation Request, program costs for the 2021/22 school year are as follows for each student and adult/chaperone in excess of the ratio outlined in Section I, Paragraph D:
 - a. 5 Day / 4 Night Program: \$255.00
 - b. 4 Day / 3 Night Program: \$220.00
 - c. 3 Day / 2 Night Program: \$185.00
- F. Should the District, or participating school, regardless of reason, cancel a confirmed reservation after the deadline above (Section III.B), District agrees to pay a cancellation fee equal to full program costs for 75% of the original number of reserved students.
- G. If a District notifies Sly Park of its inability to attend, or of reduced attendance numbers, at least 90 days prior to its scheduled arrival date, Sly Park will try to accommodate the District's revised needs through rescheduling, subject to demand and availability. In the event Sly Park is unable to accommodate the revisions, District remains responsible for payment as set forth above.
- H. District agrees to approve and authorize to pay within 30 days all invoices submitted by Sly Park/SCOE pursuant to this agreement.
- I. Send all deposits and payments to the following address:
 - Sacramento County Office of Education
 - Attn: Financial Services
 - PO Box 269003
 - Sacramento, CA 95826-9003

IV. General Terms:

A. Indemnification.

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

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

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

D. Non-Assignment. This Agreement may not be transferred or assigned without the express written consent of SCOE.

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

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

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

Sacramento County Office of Education

River Delta Unified School District

Brent Malicote
Assistant Superintendent, Education Services

Katherine Wright Date
Superintendent

MEMORANDUM OF UNDERSTANDING
Addendum 1

This Addendum 1 to the Memorandum of Understanding (MOU) between the **Sacramento County Office of Education (SCOPE)**, and River Delta Unified School District (Organization), addresses the impact of COVID-19 on the parties' agreement. This Addendum 1 is effective once signed by both parties and will run through the end date of the MOU.

The use of the Sly Park facility is contingent upon local, state, and federal public health orders in existence at the time of the scheduled event. If public health orders prevent the event from happening, the parties will try to determine an alternate date for the event. If the parties are unable to find an alternate date, SCOPE will reimburse previously paid fees.

(Organization) agrees to:

1. Comply with existing COVID-19 public health and safety guidelines and requirements as specified by local, state, and federal officials, including those from the El Dorado and Sacramento County Health Departments and the applicable industry guidance issued by the State of California.
2. Implement appropriate measures to screen staff and volunteers prior to their arrival at Sly Park.
3. Require camp participants to complete the Sly Park COVID-19 Requirements and Liability Release form, available from Organization's Director/Supervisor prior to arrival at camp.
4. Assist in screening campers and communicating current safety measures and expectations to campers. Enforce safety measures and expectations with campers.
5. Notify Sly Park Director of potential COVID-19 exposures and mitigate the impact of such exposures. This may require isolating camper(s) and/or facilitators and arranging for their transportation home.

LIABILITY RELEASE: ORGANIZATION AGREES TO ASSUME ALL RISKS AND HAZARDS RELATED TO COVID-19, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH UTILIZING SLY PARK FOR CAMP. ORGANIZATION HEREBY RELEASES, DISCHARGES, AND COVENANTS NOT TO SUE THE SACRAMENTO COUNTY OFFICE OF EDUCATION AND ITS REPRESENTATIVES, OFFICERS, BOARD MEMBERS, AND STAFF FROM ALL CLAIMS AND LIABILITIES RELATED TO COVID-19 ARISING OUT OF OR IN CONNECTION WITH THE SLY PARK CAMP.

Sacramento County Office of Education
Brent Malicote
Assistant Superintendent, Education Services

River Delta Unified School District
Katherine Wright, Superintendent

Signature

Signature

Date

Date



WHAT TO BRING

REQUIRED ITEMS

- Sleeping bag or 2 sheets & 2 blankets
- Pillow & pillowcase
- 2-5 pairs of pants
- 5 shirts
- 5 sets of underwear
- 5 pairs of socks (extra in winter)
- Pajamas
- 1 jacket or coat
- 2-3 sweaters/sweatshirts/hoodies
- Rain poncho or waterproof raincoat
- Gloves
- Beanie/hat
- 2 pairs of hiking shoes
- Snow boots, if snow is possible
- Reusable water bottle
- 1 silk-screening t-shirt, hoodie, pillowcase, etc. (any color but black)
- Bath towel
- Hand towel & washcloth
- Toothbrush & toothpaste
- 2 large plastic bags (for dirty clothes)
- Comb or brush
- Lip balm
- Soap & shampoo/conditioner
- Books/magazines

Please note that if your child does not have any of the required items, Sly Park can provide these items for them during their stay.

OPTIONAL/SUGGESTED ITEMS

- Fitted sheet
- Extra blanket
- Shower shoes/flip flops
- Slippers
- Hand lotion
- Sunscreen (non-aerosol)
- Insect repellent (non-aerosol)
- Deodorant (non-aerosol)
- Backpack
- Camera
- Stamps for letters home
- Shorts, if warm weather is possible
- Flashlight
- Earplugs

** Medications, vitamins, etc., must be turned in to school before your trip

Watch the weather reports and pack accordingly

WHAT NOT TO BRING

NO candy, gum, food, snacks, soda, etc.	NO knives, weapons, dangerous objects
NO money	NO curling irons or hair straighteners
NO valuable items	NO aerosol sprays
NO cell phones or electronics	NO clothing inappropriate for school

If your child leaves something behind, please call 916-228-2485.
Sly Park is not responsible for lost, misplaced, broken, or stolen items.



Sly Park Environmental Education Center
5600 Sly Park Road
Pollock Pines, CA 95726
916-228-2485

Sly Park Environmental Education Center Visitor Policy

To meet the guidelines established by the CDC (Center for Disease Control) and USFS (United States Forest Services), Sly Park's Visitor Procedures have changed.

Per the CDC and the EHE (Environmental Health & Engineering) all Residential Educational Programs are required to restrict parents, guardians and non-essential visitors from entering the campus.

School Principals, Vice Principals, Counselors, Dare Officers, and other school or district personnel deemed essential are permitted to visit Sly Park Environmental Education Center (Sly Park) during the week their school's students are on site.

No parents other than approved Sly Park chaperones may visit Sly Park during the week their child's school is on site.

Guidelines for Visitors:

- All visitors **must call** ahead of time to arrange their visit.
- Visitors will check in at the office and complete a Health Screening, which includes a Health Questionnaire and temperature check.
- Visitors must check in at the office and wear a "Visitor" badge while on site.

The Sly Park Environmental Education Center staff reserves the right to revoke any and all visitations if the above-stated conditions are not adhered to.

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 10, 2021

Attachments: X

From: Victoria Turk and Christine Mabery, Principals

Item Number: 10.8

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

SUBJECT:

Request to Approve Victoria Turk, Katherine Ingalls, Noelle Gomes and Mike Haines as Rio Vista High School Representatives to CIF Leagues for 2021-2022 and Christine Mabery, Nanci Rose and Melanie Skinner as Delta High School Representatives to CIF Leagues for the 2021-2022 School Year

BACKGROUND:

The education code gives the authority for high school athletics to high school governing boards. The code also requires that the Board, after joining CIF, designate their representatives to CIF leagues. It is a legal requirement that league representatives be so designated.

STATUS:

Rio Vista High School would like Board to appoint Vicky Turk, Katherine Ingalls, Noelle Gomes and Mike Haines as the RVHS representatives to the CIF league for the 2021-2022 school year. Delta High School would like Board to appoint Christine Mabery, Nanci Rose and Melanie Skinner as representatives to the CIF league for the 2021-2022 school year.

PRESENTER:

Victoria Turk, Principal of Rio Vista High School and Christine Mabery, Principal of Delta High School

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

No cost to the District to appoint CIF league representatives

RECOMMENDATION:

That the Board Appoint Victoria Turk, Noelle Gomes, Katherine Ingalls, Mike Haines, Christine Mabery, Melanie Skinner and Nanci Rose as RDUSD CIF League Representatives for the 2021-2022 School Year.

Time allocated: 2 minutes



TO: SUPERINTENDENT OF PUBLIC SCHOOLS
PRINCIPAL OF PRIVATE SCHOOLS

FROM: RON NOCETTI, EXECUTIVE DIRECTOR

RE: FORM TO RECORD DISTRICT AND/OR SCHOOL REPRESENTATIVES TO LEAGUES

DATE: APRIL 12, 2021

Enclosed is a form upon which to record your district and/or school representatives to leagues for **next year, 2021-2022**. It is a form sent every year to you in order to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by school district or school governing boards. **It is a legal requirement that league representatives be so designated.**

The education code gives the authority for high school athletics to high school governing boards. The code also requires that the boards, after joining CIF, designate their representatives to CIF leagues. This is a necessity! (Ed. Code 33353 (a) (1))

We are asking that, after action by the governing board, you **send the names of league representatives to your CIF Section office**. Obviously, the presumption behind this code section is that the representatives of boards are the only people who will be voting on issues, at the league and section level, that impact athletics.

If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices within the required time frame, CIF is required to suspend voting privileges (CIF Constitution, Article 2, Section 25, p. 18) for the affected schools.

At the State Federated Council level, we will be asking that Sections verify that their representatives are designated in compliance with this Ed. Code section.

I hope this gives you a bit of background. Thank you for all you do to help support high school athletics. It is a valuable program in all high schools, and we appreciate the support you give to the program and to CIF.

Please return the enclosed form no later than June 28, 2021 directly to your CIF Section Office. Addresses of each section are listed on the back of the form. Please contact us if we can give you further information.

2021-2022 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2021.**

_____ School District/Governing Board at its _____ meeting,
 (Name of school district/governing board) (Date)
 appointed the following individual(s) to serve for the 2021-2022 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL _____

NAME OF REPRESENTATIVE _____	POSITION _____
ADDRESS _____	CITY _____ ZIP _____
PHONE _____ FAX _____	E-MAIL _____

NAME OF SCHOOL _____

NAME OF REPRESENTATIVE _____	POSITION _____
ADDRESS _____	CITY _____ ZIP _____
PHONE _____ FAX _____	E-MAIL _____

NAME OF SCHOOL _____

NAME OF REPRESENTATIVE _____	POSITION _____
ADDRESS _____	CITY _____ ZIP _____
PHONE _____ FAX _____	E-MAIL _____

NAME OF SCHOOL _____

NAME OF REPRESENTATIVE _____	POSITION _____
ADDRESS _____	CITY _____ ZIP _____
PHONE _____ FAX _____	E-MAIL _____

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name _____ Signature _____

Address _____ City _____ Zip _____

Phone _____ Fax _____

**PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
 SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.**

2021-2022 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2021.**

_____ School District/Governing Board at its _____ meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2021-2022 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name _____ Signature _____
Address _____ City _____ Zip _____
Phone _____ Fax _____

**PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.**

CIF SECTION OFFICES

CIF CENTRAL SECTION

Ryan Tos, Commissioner
764 P Street, #105
Fresno, CA 93721
Phone: (559) 781-7586
Email: kellyjones@cifcs.org

CIF CENTRAL COAST SECTION

David Grissom, Commissioner
333 Piercy Road
San Jose, CA 95138
Phone: (408) 224-2994
Email: dgrissom@cifccs.org

CIF LOS ANGELES SECTION

Vicky Lagos, Commissioner
10660 White Oak Avenue, Suite 216
Granada Hills, CA 91344
Phone: (818) 767-0800
Email: vlagos@cif-la.org

CIF NORTH COAST SECTION

Pat Cruickshank, Commissioner
5 Crow Canyon Court, Suite 209
San Ramon, CA 94583
Phone: (925) 263-2110
Email: slivingston@cifncs.org

CIF NORTHERN SECTION

Elizabeth Kyle, Commissioner
2241 St. George Lane, Suite 2
Chico, CA 95926
Phone: (530) 343-7285
Email: lkyle@cifns.org

CIF OAKLAND SECTION

Franky Navarro, Commissioner
1000 Broadway, Ste. 150
Oakland, CA 94607
Phone: (510) 879-2846
No fax number

CIF SAC-JOQUIN SECTION

Michael Garrison, Commissioner
P.O. Box 289
Lodi, CA 95241
Phone: (209) 334-5900
Email: kjohnson@cifsjs.org

CIF SAN DIEGO SECTION

Joe Heinz, Commissioner
3470 College Avenue
San Diego, CA 92115
Phone: (858) 292-8165
Email: scandia@cifsdcs.org

CIF SAN FRANCISCO SECTION

Don Collins, Commissioner
555 Portola Drive, Bungalow 2
San Francisco, CA 94131
Phone: (415) 920-5185
Fax: (415) 920-5189

CIF SOUTHERN SECTION

Rob Wigod, Commissioner
10932 Pine Street
Los Alamitos, CA 90720
Phone: (562) 493-9500
Email: sharonh@cifss.org

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: August 10, 2021

Attachments: X

From: Victoria Turk, Principal

Item Number: 10.9

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

SUBJECT:

Request to Declare as Surplus Outdated Technology Equipment from Rio Vista High School and Deem Their Value as Zero

BACKGROUND:

Rio Vista High School has 52 computers in their Media Center and Engineering Lab for student use.

STATUS:

The 52 computers in the Media Center and Engineering lab run on Microsoft Windows7. Windows7 computers can no longer accept updates and are not supported by River Delta Unified School Districts Information Technology Department (Datapath).

PRESENTER:

Victoria Turk, Principal

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: NA

RECOMMENDATION:

That the Board approves Rio Vista High School's request to declare as surplus 52 computers that run on Microsoft Windows7 and deem their value as zero.

Time allocated: 2 minutes

**River Delta Unified School District
Surplus Declaration**

School Site: RVHS - Engineering Lab

Board Meeting Date: 8.10.21

Asset Tag#	Make	Description	Serial #	Approx. Value
9758	Dell	Computer		No Value
10052	Dell	Computer		No Value
10053	Dell	Computer		No Value
10055	Dell	Computer		No Value
10056	Dell	Computer		No Value
10057	Dell	Computer		No Value
10059	Dell	Computer		No Value
10062	Dell	Computer		No Value
10066	Dell	Computer		No Value
10067	Dell	Computer		No Value
10068	Dell	Computer		No Value
10070	Dell	Computer		No Value
10072	Dell	Computer		No Value
10073	Dell	Computer		No Value
100754	Dell	Computer		No Value
10075	Dell	Computer		No Value
10081	Dell	Computer		No Value
No Asset Tag	Dell	Computer		No Value
No Asset Tag	Dell	Computer		No Value

**River Delta Unified School District
Surplus Declaration**

School Site: **RVHS - Media Center**

Board Meeting Date: **8.10.21**

Asset Tag#	Make	Description	Serial #	Approx. Value
9494	Dell	computers		No Value
9495	Dell	computers		No Value
9496	Dell	computers		No Value
9497	Dell	computers		No Value
9498	Dell	computers		No Value
9499	Dell	computers		No Value
9500	Dell	computers		No Value
9501	Dell	computers		No Value
9505	Dell	computers		No Value
9506	Dell	computers		No Value
9507	Dell	computers		No Value
9508	Dell	computers		No Value
9509	Dell	computers		No Value
9510	Dell	computers		No Value
9511	Dell	computers		No Value
9512	Dell	computers		No Value
9513	Dell	computers		No Value

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: August 10, 2021

Attachments: X

From: Ken Gaston, Director of MOT

Item Number: 10.10

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

SUBJECT:

Request to declare as surplus, River Delta Unified School District vehicles that are non-operational and deem their value as listed:

1. Truck #42 a 1999 Chevy 3500 Valued at approx.. \$1,000-\$1,500
2. Truck #58 a 1990 Ford E350 Valued at approx.. \$800-\$1,200
3. Auto-trailer Valued at approx.. \$0-\$200

BACKGROUND:

The attached list of District non-operational vehicles with high mileage requires Board approval to declare them as surplus and deem their value as listed.

STATUS:

The cost to repair Truck #42 and the auto-trailer to make them operational is greater than their value. Truck #42 has been replaced by a 2021 Ford Super Duty F-350 SRW. Truck #58 is not being used by the District.

PRESENTER:

Ken Gaston, Director of Maintenance, Operation and Transportation

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Any funds received from the sale of the vehicles will be deposited into the General Funds for reallocation.

RECOMMENDATION:

That the Board declares the identified non-operational River Delta Unified School vehicles on the attached list as surplus and deem their value as listed.

Time allocated: 5 minutes

River Delta Unified School

Board Agenda Briefings

Vehicles for surplus:

YEAR	DESCRIPTION	MILEAGE	LICENSE NUMBER	VEHICLE ID NUMBER
1999	Chevy 3500 Truck	280,600	1148693	1GBHC34J6XF043350
1990	Ford E350 Box Truck	120,00	E021842	1FDKE37GXMHA36649
	Auto Trailer		91486	

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 10, 2021

Attachments: X

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 10.11

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

SUBJECT:

Request to Approve the Contract with Lifechangers International for the 2021-2022 School Year to Provide Professional Development for District Educators.

BACKGROUND:

Kevin Bracy, motivational speaker, and founder of Life Changers International and the Reach One Alliance has a vision to Create a momentous positive shift in school climate for all. Kevin attributes his success in life to all those who stepped forward and provided guidance and support on his educational journey. Kevin’s ability to authentically communicate the power of the role educators play in the lives of students is a captivating and important message for all to hear. As River Delta Unified School District (RDUSD) moves forward for the 2021-2022 school year with a return to full time in-person learning, we do so understanding that the time of school closure has been difficult for many. We want our educators to return to school with a reminder of our “why” for choosing the business of education and the lens of supporting all students by name and need every day.

STATUS:

This is a new contract.

PRESENTER: Nicole Latimer, Chief Educational Services Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: The District will utilize Covid Funding to support this professional development need. Funding Source: 01-3215-0-4300-000-1110-1000.

RECOMMENDATION:

That the Board approve the contract with Lifechangers International for the 2021-2022 school year not to exceed \$3000.00.

Time allocated: 2 minutes



Lifechangers Intl.
9630 Bruceville Rd. 106-240
Elk Grove, CA 95757
(916) 304-2237
jessica@lifechangersintl.org
www.kevinbracy.com

Invoice 1649

BILL TO
River Delta Unified School
District
445 Montezuma Street
Rio Vista, CA. 94571

DATE
07/13/2021

PLEASE PAY
\$2,500.00

DUE DATE
09/06/2021

DATE	DESCRIPTION	AMOUNT
08/06/2021	Speaking 2 keynotes at district kickoff	2,500.00

TOTAL DUE **\$2,500.00**

THANK YOU.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 10, 2021

Attachments: X

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 10.12

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

SUBJECT:

Request to Approve the Renewal of the Read 180 Program for Use at Delta High School and Clarksburg Middle School for the 2021-2022 School Year.

BACKGROUND:

The Read 180 program serves as a supplemental program for students who are two or more years behind grade level. This program supports student's ability to become active, accomplished readers. By bringing teachers, families, and adaptive technology together, it meets the needs of students where they are at and support their continued achievement and growth toward grade level reading.

STATUS:

This is a renewal contract. The DHS and CMS staff would like to continue utilizing this program due to the positive impact on their at-risk student populations.

PRESENTER: Nicole Latimer, Chief Educational Services Officer

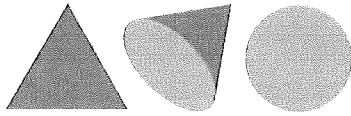
OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$953.03 paid by Educational Services funds.

RECOMMENDATION:

That the Board approves the renewal of the Read 180 program for use at Delta High School and Clarksburg Middle School for the 2021-2022 school year.

Time allocated: 2 minutes



Houghton Mifflin Harcourt

Proposal
Prepared For
River Delta Unified Sch Dist

Attention:
Trisha Salomon
tsalomon@rdussd.org

For the Purchase of:
Technology Renewal 2021

Read 180 Subscription

Prepared By
Gloria Bolden
gloria.bolden@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

Attention:
Trisha Salomon
tsalomon@rdussd.org

Intervention Solutions Group
255 38th Avenue, Suite L
St. Charles, IL 60174
FAX: 877-287-8199

HMH Confidential and Proprietary

InterventionSolutionsOrders@hnhco.com

Proposal for River Delta Unified Sch Dist

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<u>R180 U Stage B</u>						
Teacher Subscription						
9781328019936	Literacy Intervention License (R180 U Stage B / S44 Secondary) TeacherSubscription	\$299.00	1	\$299.00	\$299.00	
Student Digital-Only Package						
6003185 9781328028464	READ 180 Universal Stage B/ System 44 Secondary Literacy License Digital Student Subscription Package, 1 Year Includes Literacy Intervention License (R180U Stage B / S44 Secondary), Reading Inventory, and Phonics Inventory student software subscription. Software to be hosted by HMH.	\$169.00	20	\$3,380.00	\$2,780.00	\$600.00
Real Book						
3017262 9780545890106	READ 180 Universal Stage B Real Book	\$32.65	10	\$326.50		\$326.50
Total for Student Digital-Only Package				\$926.50		
Total for R180 U Stage B				\$926.50		

TERM 7/1/21-6/30/22

<i>Total Savings:</i>	\$3,079.00
<i>Subtotal Purchase Amount:</i>	\$926.50
<i>Shipping & Handling:</i>	\$0.00
<i>Sales Tax:</i>	\$26.53
Total Cost of Proposal (PO Amount):	\$953.03

Attention:
Trisha Salomon
tsalomon@rdusd.org

Intervention Solutions Group
255 38th Avenue, Suite L
St. Charles, IL 60174
FAX: 877-287-8199

Proposal for
River Delta Unified Sch Dist

Total Cost of Proposal (PO Amount): \$953.03

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

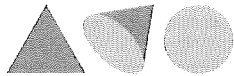
Ship to: River Delta USD 445 Montezuma St Rio Vista, CA 94571-1651	Sold to: River Delta USD 445 Montezuma St Rio Vista, CA 94571-1651
--	--
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase. Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 7/7/2021

Proposal Expiration Date: 7/31/2021



Houghton Mifflin Harcourt

Attention:
Trisha Salomon
tsalomon@dusssd.org

Intervention Solutions Group
255 38th Avenue, Suite L
St. Charles, IL 60174
FAX: 877-287-8199

HMH Confidential and Proprietary

InterventionSolutionsOrders@hnhco.com

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 10, 2021

Attachments: X

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 10.13

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

SUBJECT:

Request to Approve the Agreement with School Loop to Provide Website Hosting Services for the River Delta Unified School District (RDUSD) for the 2021-2022 School Year.

BACKGROUND:

School Loop provides website hosting services that improve parent access to information regarding our schools. RDUSD has utilized School Loop for web services for the district website and the school websites for the last five years. As RDUSD moves toward a fully digital integration, the district website will remain a communication and information source for announcements and important information.

STATUS:

RDUSD would like to continue using School Loop for the district website only. The 2020-2021 contract was \$8,250 for the school and district websites. The 2021-2022 contract is \$1,600 for the district website only.

PRESENTER: Nicole Latimer, Chief Educational Services Officer

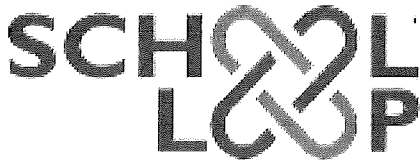
OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$1,600 paid by Educational Services funds

RECOMMENDATION:

That the Board approve the agreement with School Loop to provide web services for the River Delta Unified School District for the 2021-2022 school year.

Time allocated: 2 minutes



Quote & Order

Service Provider
 School Loop
 401 Congress Avenue, Suite #2650
 Austin, TX 78701
 United States

Prepared Date: 6/29/2021, 2:19 PM
 Quote # Q-06912
 Quote Expires: 7/1/2021
 Quote Type: Renewal
 Billing Schedule: Annual
 Payment Terms: Net 30
 Payable in: Advance
 Currency: USD
 Term Start Date: 7/1/2021
 Term End Date: 6/30/2022

Customer
 River Delta Unified School District

Bill To
 River Delta Unified School District
 445 Montezuma
 Rio Vista, California
 United States

Item	Qty	Term in Months	Item Description
1	1	12	SLS 2.0 - Site License, Standard Success Plan
TOTAL:			USD 1,600.00

First Year Payment Amount: 1,600.00
 Prices exclude VAT or Sales Tax if applicable.

Special Terms

This Quote is governed by the terms of the Master Agreement. Notwithstanding anything contained in the Master Agreement, upon signing this Quote, the parties agree as follows:

- Customer agrees to pay the Total Fees Due in accordance with the Billing Schedule and Payment Terms indicated above. Invoices will be sent by electronic delivery unless Customer requests otherwise; in which case, additional fees will apply. Customer's obligations may not be canceled or reduced prior to expiration of the Term.
- The provisions of this Quote, including the Master Agreement constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals, prior agreements, oral or written, and all other communications with respect thereto. No terms and conditions on any purchase order or other document exchanged by the parties will be deemed to modify or amend this Quote and the Master Agreement.
- SUBJECT TO EARLY TERMINATION IN ACCORDANCE WITH THE MASTER AGREEMENT, THE TERM WILL AUTOMATICALLY RENEW FOR THE SAME TERM PERIOD AS THE TERM INDICATED ABOVE AT SERVICE PROVIDER'S THEN-CURRENT RATES, UNLESS CUSTOMER NOTIFIES SERVICE PROVIDER IN WRITING OF CUSTOMER'S INTENT NOT TO RENEW AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE THEN-CURRENT TERM.
- As a courtesy and not a condition precedent to Customer's obligation to provide notice of non-renewal, Service Provider will use reasonable efforts to contact Customer 120 days prior to the expiration of the then-current term to discuss renewal options. For clarity, failure of Service Provider to contact Customer prior to the expiration of the then-current term shall not relieve Customer of its obligation to provide notice of non-renewal to Service Provider and shall not be deemed a breach of the terms of the Master Agreement.
- At the direction and sole discretion of Service Provider, affiliates of Service Provider (the "Service Provider Affiliates") may perform certain tasks related to Service Provider's obligations and rights under this Quote and the Master Agreement, including, but not limited to, invoicing, payment, technical support, project management and/or sales support. Customer hereby consents to the Affiliates' role. Customer further agrees and acknowledges that Service Provider and Customer are the only parties to this Quote and the Master Agreement, and that any action taken by the Service Provider Affiliates in connection with the performance of Service Provider's obligations under this Quote and the Master Agreement will not give rise to any cause of action against the Service Provider Affiliates, regardless of the theory of

recovery. Service Provider shall at all times retain full responsibility for its Service Provider Affiliates' compliance with the applicable terms and conditions of this Quote and the Master Agreement.

- 6 The Customer will pay all import duties, levies or imposts, and all goods and services sales, use, value added or property taxes of any nature, assessed upon or with respect to the Agreement(s). In the event that Customer is tax exempt, it shall furnish appropriate documentation to Service Provider to demonstrate such tax exempt status. If the Customer is required by law to make any deduction or to withhold from any sum payable to the Service Provider by the Customer hereunder, then the sum payable by the Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, the Service Provider receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount the Service Provider would have received and retained in the absence of such required deduction or withholding. If the Customer is required by law to make any such deduction or withholding, the Customer shall promptly effect payment thereof to the applicable tax authorities. The Customer shall also promptly provide the Service Provider with official tax receipts or other evidence issued by the applicable tax authorities sufficient to enable the Service Provider to support a claim (if applicable) for income tax credits in the Service Provider's applicable taxable country.
- 7 This Quote may be executed in counterparts, each of which will be deemed an original but all of which together constitute one and the same instrument. An electronic signature of such will constitute execution by such signatory. In the event of any conflict between the terms of this Quote and the terms of the Master Agreement, the terms of this Quote shall control.

BY AFFIXING THE SIGNATURE OF THE AUTHORIZED REPRESENTATIVE OF CUSTOMER TO THIS QUOTE, BY HAND OR ELECTRONICALLY, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THIS QUOTE AND THE MASTER AGREEMENT.

For River Delta Unified School District:
Print Name:

For School Loop:
Print Name:

CUSTOMER SIGNATURE

SERVICE PROVIDER SIGNATURE

Does your company require a PO number indicated on the invoice?

NO. PO IS NOT REQUIRED

YES. PO IS REQUIRED. PO NUMBER (If PO is not yet available, please type "TO FOLLOW").

If PO is already available, please attach the PO here:

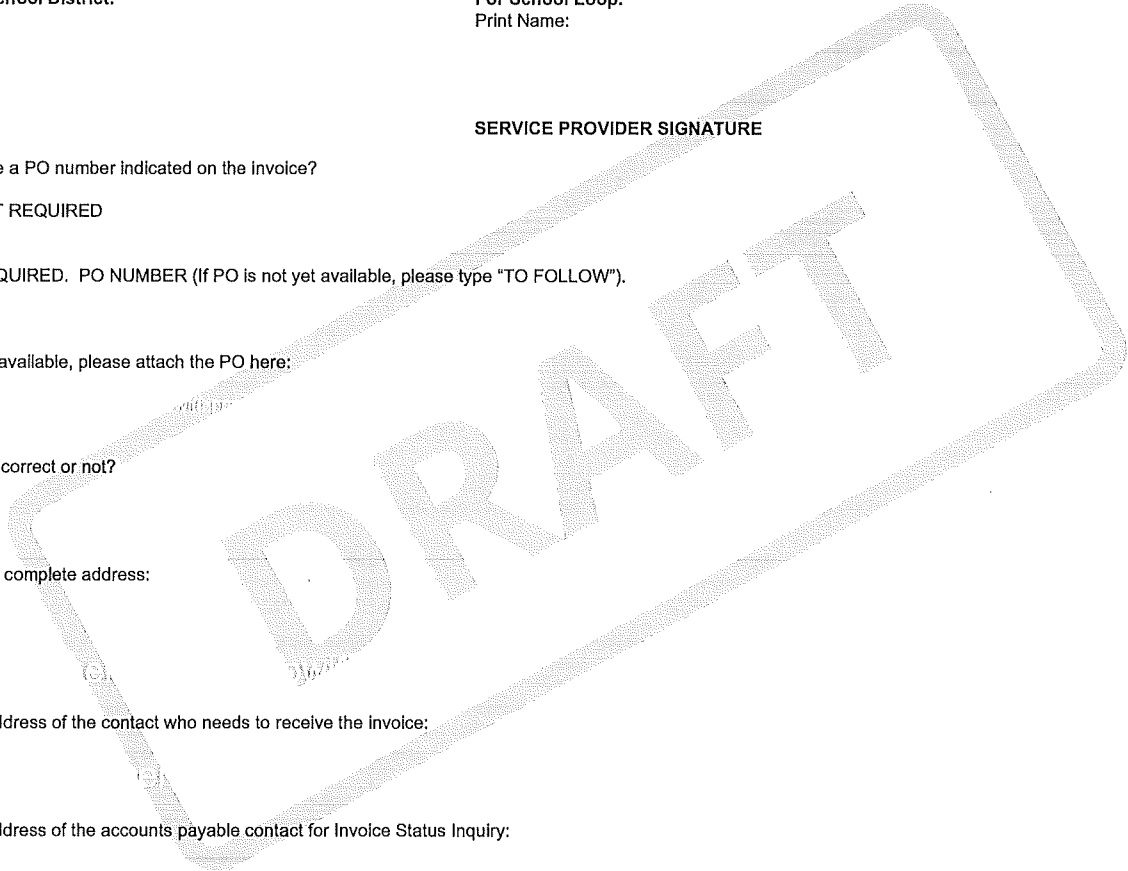
Is the bill to address above correct or not?

YES

NO, Indicate the complete address:

Please provide the email address of the contact who needs to receive the invoice:

Please provide the email address of the accounts payable contact for Invoice Status Inquiry:



'Software as a Service' Terms and Conditions

These 'Software as a Service' Terms and Conditions ("**SaaS Terms**") apply to the agreement entered into between the Customer (as identified on the Quote) and the Service Provider (as identified on the Quote) ("**Master Agreement**") and set forth the terms and conditions under which Service Provider will provide the Customer with access to certain applications as set forth on the Quote ("**Application(s)**") and user documentation that Service Provider makes generally available in hard copy or electronic form to its general customer base in conjunction with the subscription of such Applications ("**Documentation**"). The Applications and the Documentation will hereinafter collectively be referred to as the "**Software**."

1. SUBSCRIPTION GRANT AND RIGHT OF USE

1.1. **Subscription Grant.** Subject to all limitations and restrictions contained herein and the Quote, Service Provider grants Customer a subscription, software as a service ("**SaaS**"), nonexclusive, and nontransferable right to access and operate the object code form of Applications (and use its Documentation) as hosted by Service Provider as described in the Quote ("**Use**") and solely to perform those functions described in the Documentation. For clarity, an "Application" means Service Provider's proprietary software that is specifically subscribed to Customer pursuant to a Quote.

1.2. **Use.** Customer will have a limited right to Use the Application solely for its internal business purposes, to perform the functions described in the Documentation. Customer shall not allow any website that is not fully owned by Customer to frame, syndicate, distribute, replicate, or copy any portion of Customer's web site that provides direct or indirect access to the Application. Customer shall not allow any website, that is not fully owned by Customer, to frame, syndicate, distribute, replicate, or copy any portion of Customer's web site that provides direct or indirect access to the Software. Unless otherwise expressly permitted in the Quote and subject to Section 1.5, Customer shall not permit any subsidiaries, affiliated companies, or third parties to access the Software.

1.3. **Subscription Type.** The license model for the Software is set forth in the Quote and described in the SaaS Addendum located at <http://saaslicensingaddendum.trilogy.com>. Unless otherwise specifically stated in the Quote, the type of license granted is a Named User Subscription. A "**Named User Subscription**" means that the Application subscribed to pursuant to the Quote may be Used by a limited number of individual users, each identified by a unique user id (the "**Named User**"), the maximum number of which is specified in the Quote. Customer may designate different Named Users at any time without notice to Service Provider so long as the permitted number of Named Users is not exceeded. If the Quote identifies the scope of the subscription to be a "**Site Subscription**," a "**Site Subscription**" means that the Application subscribed to pursuant to the Quote may be Used by an unlimited number of individual users solely for the internal Use and benefit of Customer, subject to the terms of these SaaS Terms. A "**Device Subscription**" means that the Application subscribed to pursuant to the Quote may be Used on the number of devices indicated in the Quote. A "**Server Subscription**" means that the Application subscribed

to pursuant to the Quote may be Used on no more than the number of servers indicated in the Quote. The scope of any subscription other than a Named User Subscription, Site Subscription, Device Subscription, or Server Subscription must be expressly designated and defined in detail in a Quote. In no event will any of the subscriptions denoted above be construed to mean a concurrent user subscription.

1.4. **Additional Restrictions.** In no event will Customer disassemble, decompile, or reverse engineer the Application or Confidential Information (as defined herein) or permit others to do so. Disassembling, decompiling, and reverse engineering include, without limitation: (i) converting the Application from a machine-readable form into a human-readable form; (ii) disassembling or decompiling the Application by using any means or methods to translate machine-dependent or machine-independent object code into the original human-readable source code or any approximation thereof; (iii) examining the machine-readable object code that controls the Application's operation and creating the original source code or any approximation thereof by, for example, studying the Application's behavior in response to a variety of inputs; or (iv) performing any other activity related to the Application that could be construed to be reverse engineering, disassembling, or decompiling. To the extent any such activity may be permitted pursuant to written agreement, the results thereof will be deemed Confidential Information subject to the requirements of these SaaS Terms. Customer may use Service Provider's Confidential Information solely in connection with the Application and pursuant to the terms of these SaaS Terms.

1.5. **Authorized Users.** Unless otherwise specifically provided in the Quote, "**Authorized Users**" will only consist of: (i) employees of Customer, and (ii) subject to Section 5 (Confidentiality), third party contractors of Customer who do not compete with Service Provider ("**Permitted Contractors**"). Permitted Contractors may Use the Software only at Customer's place of business or in the presence of Customer personnel. Customer is fully liable for the acts and omissions of Permitted Contractors under these SaaS Terms and applicable Quote. Customer shall not permit any parent, subsidiaries, affiliated entities, or third parties to access the Software.

1.6. **Customer License Grant.** Customer grants to Service Provider a non-exclusive, royalty-free license to access, use, reproduce, modify, perform, display and distribute Customer data as is reasonable or necessary for Service Provider to perform or provide the Application.

2. PAYMENT

2.1. **Fees.** Customer shall pay Service Provider the fees indicated on the Quote. Unless otherwise provided in a Quote, all fees are to be paid to Service Provider within

thirty (30) days of the date of invoice. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one and one-half percent (1.5%) per month (prorated for partial periods) or at the maximum rate permitted by law, whichever is less. If Customer has set up a direct debit, Service Provider will not debit Customer's designated account before seven (7) days have elapsed from the date of the invoice. If Customer is delinquent on a payment of fees for fifteen (15) days or more, Service Provider may suspend access to the Application. Complaints concerning invoices must be made in writing within thirty (30) days from the date of the invoice. Invoices will be sent by electronic delivery unless requested otherwise by Customer, additional fees will apply.

- 2.2. **Taxes.** The subscription, service fees, and other amounts required to be paid hereunder do not include any amount for taxes or levy (including interest and penalties). Customer shall reimburse Service Provider and hold Service Provider harmless for all sales, use, VAT, excise, property or other taxes or levies which Service Provider is required to collect or remit to applicable tax authorities. This provision does not apply to Service Provider's income or franchise taxes, or any taxes for which Customer is exempt, provided Customer has furnished Service Provider with a valid tax exemption certificate. The Customer will pay all import duties, levies or imposts, and all goods and services sales, use, value added or property taxes of any nature, assessed upon or with respect to the SaaS Terms. If the Customer is required by law to make any deduction or to withhold from any sum payable to the Service Provider by the Customer hereunder, then the sum payable by the Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, the Service Provider receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount the Service Provider would have received and retained in the absence of such required deduction or withholding. If the Customer is required by law to make any such deduction or withholding, the Customer shall promptly effect payment thereof to the applicable tax authorities. The Customer shall also promptly provide the Service Provider with official tax receipts or other evidence issued by the applicable tax authorities sufficient to enable the Service Provider to support a claim (if applicable) for income tax credits in the Service Provider's applicable taxable country.

3. HOSTING

- 3.1. **Service Availability.** Service Provider will use reasonable efforts to achieve Service Provider's availability goals described in the 'Service Level Addendum for SaaS' located at <http://saasserviceleveladdendum.trilogy.com>
- 3.2. **Support Services.** Upon payment of the relevant fees on the applicable Quote, Customer may receive certain support services for the Application pursuant to the 'Support Addendum for SaaS' located at <http://saassupportaddendum.trilogy.com>.

4. OWNERSHIP

- 4.1. **Reservation of Rights.** By signing the Quote,

Customer irrevocably acknowledges that, subject to the rights granted herein, Customer has no ownership interest in the Software or Service Provider materials provided to Customer. Service Provider will own all right, title, and interest in such Software and Service Provider materials, subject to any limitations associated with intellectual property rights of third parties. Service Provider reserves all rights not specifically granted herein.

- 4.2. **Marks and Publicity.** Service Provider and Customer trademarks, trade names, service marks, and logos, whether or not registered ("**Marks**"), are the sole and exclusive property of the respective owning party, which owns all right, title and interest therein. Service Provider may: (i) use the Customer's name and/or logo within product literature, press release(s), social media, and other marketing materials; (ii) quote the Customer's statements in one or more press releases; and/or (iii) make such other use of the Customer's name and/or logo as may be agreed between the parties. Additionally, Service Provider may include Customer's name and/or logo within its list of customers for general promotional purposes. Service Provider shall comply with Customer's trademark use guidelines as such are communicated to the Service Provider in writing and Service Provider shall use the Customer's Marks in a manner which is consistent with industry practice. Neither party grants to the other any title, interest or other right in any Marks except as provided in this Section.

5. CONFIDENTIALITY

- 5.1. **Definition.** "**Confidential Information**" includes all information marked pursuant to this Section and disclosed by either party, before or after the Quote Term Start Date (as identified on the Quote), and generally not publicly known, whether tangible or intangible and in whatever form or medium provided, as well as any information generated by a party that contains, reflects, or is derived from such information. For clarity, the term 'Confidential Information' does not include any personally identifiable information. Obligations with respect to personally identifiable information (if any) are set forth in the 'Privacy Addendum' located at <http://globalprivacyaddendum.trilogy.com>.
- 5.2. **Confidentiality of Software.** All Confidential Information in tangible form will be marked as "Confidential" or the like or, if intangible (e.g., orally disclosed), will be designated as being confidential at the time of disclosure and will be confirmed as such in writing within thirty (30) days of the initial disclosure. Notwithstanding the foregoing, the following is deemed Service Provider Confidential Information with or without such marking or written confirmation: (i) the Software and other related materials furnished by Service Provider; (ii) the oral and visual information relating to the Application; and (iii) these SaaS Terms.
- 5.3. **Exceptions.** Without granting any right or license, the obligations of the parties hereunder will not apply to any material or information that: (i) is or becomes a part of the public domain through no act or omission by the receiving party; (ii) is independently developed by the other party without use of the disclosing party's Confidential Information; (iii) is rightfully obtained from a third party without any obligation of confidentiality; or (iv)

is already known by the receiving party without any obligation of confidentiality prior to obtaining the Confidential Information from the disclosing party. In addition, neither party will be liable for disclosure of Confidential Information if made in response to a valid order of a court or authorized agency of government, provided that notice is promptly given to the disclosing party so that the disclosing party may seek a protective order and engage in other efforts to minimize the required disclosure. The parties shall cooperate fully in seeking such protective order and in engaging in such other efforts.

5.4 Ownership of Confidential Information. Nothing in these SaaS Terms will be construed to convey any title or ownership rights to the Software or other Confidential Information to Customer or to any patent, copyright, trademark, or trade secret embodied therein, or to grant any other right, title, or ownership interest to the Service Provider's Confidential Information. Neither party shall, in whole or in part, sell, lease, license, assign, transfer, or disclose the Confidential Information to any third party and shall not copy, reproduce or distribute the Confidential Information except as expressly permitted in these SaaS Terms. Each party shall take every reasonable precaution, but no less than those precautions used to protect its own Confidential Information, to prevent the theft, disclosure, and the unauthorized copying, reproduction or distribution of the Confidential Information.

5.4. Non-Disclosure. Each party agrees at all times to use all reasonable efforts, but in any case no less than the efforts that each party uses in the protection of its own Confidential Information of like value, to protect Confidential Information belonging to the other party. Each party agrees to restrict access to the other party's Confidential Information only to those employees or Subcontractors who: (i) require access in the course of their assigned duties and responsibilities; and (ii) have agreed in writing to be bound by provisions no less restrictive than those set forth in this Section.

5.5. Injunctive Relief. Each party acknowledges that any unauthorized disclosure or use of the Confidential Information would cause the other party imminent irreparable injury and that such party will be entitled to, in addition to any other remedies available at law or in equity, temporary, preliminary, and permanent injunctive relief in the event the other party does not fulfill its obligations under this Section.

5.6. Suggestions/Improvements to Software. Notwithstanding this Section, unless otherwise expressly agreed in writing, all suggestions, solutions, improvements, corrections, and other contributions provided by Customer regarding the Software or other Service Provider materials provided to Customer will be owned by Service Provider, and Customer hereby agrees to assign any such rights to Service Provider. Nothing in these SaaS Terms will preclude Service Provider from using in any manner or for any purpose it deems necessary, the know-how, techniques, or procedures acquired or used by Service Provider in the performance of services hereunder.

6. WARRANTY

6.1. No Malicious Code. To the knowledge of Service Provider, the Application does not contain any malicious

code, program, or other internal component (e.g. computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, or alter the Application, or which could reveal, damage, destroy, or alter any data or other information accessed through or processed by the Application in any manner. This warranty will be considered part of and covered under the provisions of these SaaS Terms. Customer must: (i) notify Service Provider promptly in writing of any nonconformance under this warranty; (ii) provide Service Provider with reasonable opportunity to remedy any nonconformance under the provisions of these SaaS Terms; and (iii) provide reasonable assistance in identifying and remedying any nonconformance.

6.2. Authorized Representative. Customer and Service Provider warrant that each has the right to enter into these SaaS Terms and that these SaaS Terms and the Quotes executed hereunder will be executed by an authorized representative of each entity.

6.3. Services Warranty. Service Provider warrants that all services performed hereunder shall be performed in a workmanlike and professional manner.

6.4. Disclaimer of Warranties. ANY AND ALL OF SOFTWARE, SERVICES, CONFIDENTIAL INFORMATION AND ANY OTHER TECHNOLOGY OR MATERIALS PROVIDED BY SERVICE PROVIDER TO THE CUSTOMER ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS OTHERWISE EXPRESSLY STATED IN SECTION 6 OF THESE SAAS TERMS. SERVICE PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. NEITHER SERVICE PROVIDER (NOR ANY OF ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS OR LICENSORS) WARRANTS OR REPRESENTS THAT THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

6.5. Modifications. Notwithstanding anything to the contrary in this Section, any and all warranties under these SaaS Terms are VOID if Customer has made changes to the Software or has permitted any changes to be made other than by or with the express, written approval of Service Provider.

7. INDEMNIFICATION

7.1. Service Provider Indemnity. Service Provider will defend at its expense any cause of action brought against Customer, to the extent that such cause of action is based on a claim that the Application, as hosted by Service Provider to Customer, infringes a United States patent, copyright, or trade secret of a third party. Service Provider will pay those costs and damages finally awarded against Customer pursuant to any such claim or paid in settlement of any such claim if such settlement was approved in advance by Service Provider. Customer may retain its own counsel at Customer's own expense.

7.2. **No Liability.** Service Provider will have no liability for any claim of infringement based on: (i) Software which has been modified by parties other than Service Provider where the infringement claim would not have occurred in the absence of such modification; (ii) Customer's use of the Software in conjunction with data or third party software where use with such data or third party software gave rise to the infringement claim; or (iii) Customer's use of the Software outside the permitted scope of these SaaS Terms.

7.3. **Remedies.** Should the Software become, or in Service Provider's opinion is likely to become, the subject of a claim of infringement, Service Provider may, at its option, (i) obtain the right for Customer to continue using the Software, (ii) replace or modify the Software so it is no longer infringing or reduces the likelihood that it will be determined to be infringing, or (iii) if neither of the foregoing options is commercially reasonable, terminate the access and Use of the Software. Upon such termination, Customer shall cease accessing the Software and Service Provider will refund to Customer, as Customer's sole remedy for such subscription termination, the subscription fees paid by Customer for the terminated license for the past twelve (12) months. THIS SECTION 7 STATES THE ENTIRE LIABILITY OF SERVICE PROVIDER WITH RESPECT TO ANY CLAIM OF INFRINGEMENT REGARDING THE APPLICATION.

7.4. **Customer Indemnity.**

Customer agrees to defend, indemnify, and hold Service Provider and its officers, directors, employees, consultants, and agents harmless from and against any and all damages, costs, liabilities, expenses (including, without limitation, reasonable attorneys' fees), and settlement amounts incurred in connection with any claim arising from or relating to Customer's: (i) breach of any of its obligations set forth in Section 10 (Customer Obligations); (ii) Customer's gross negligence or willful misconduct; (iii) actual or alleged use of the Application in violation of these SaaS Terms or applicable law by Customer or any Authorized Users; (iv) any actual or alleged infringement or misappropriation of third party intellectual property rights arising from data provided to Service Provider by the Customer or otherwise inputted into the Application, whether by the Customer, an Authorized User or otherwise including Customer Work Product (as defined below); and/or (v) any violation by Customer or its Authorized Users, of any terms, conditions, agreements or policies of any third party service provider. "Customer Work Product" means that data and those forms developed or acquired by Customer for internal business purposes independent from Service Provider or the Application.

7.5. **Indemnification Procedures.** Each indemnifying party's obligations as set forth in this Section are subject to the other party: (i) giving the indemnifying party prompt written notice of any such claim or the possibility thereof; (ii) giving the indemnifying party sole control over the defense and settlement of any such claim; and (iii) providing full cooperation in good faith in the defense of any such claim.

8. **LIMITATION OF LIABILITY**

8.1. **Liability Cap.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT

WILL SERVICE PROVIDER BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), ATTORNEYS FEES AND COSTS, OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT OF THE FEES PAID BY CUSTOMER FOR THE SERVICES WHICH GAVE RISE TO SUCH DAMAGES.

8.2. **Disclaimer of Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SERVICE PROVIDER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES AND COSTS, BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOODWILL.

8.3 THE FOREGOING LIMITATIONS APPLY EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

9. **TERM AND TERMINATION**

9.1. **Subscription Term.** The term of these SaaS Terms will continue until the termination of the last Quote. Subject to the termination rights herein, the term shall automatically renew for the same term period as the term indicated within the then-current Quote at Service Provider's then-current rates, unless Customer notifies Service Provider in writing of Customer's intent not to renew at least sixty (60) days prior to the expiration of the then-current term.

9.2. **Termination by Service Provider.** These SaaS Terms and any rights created hereunder may be terminated by Service Provider: (i) if Customer fails to make any payments due hereunder within fifteen (15) days of the due date; (ii) on thirty (30) days written notice to Customer if Customer fails to perform any other material obligation required of it hereunder, and such failure is not cured within such thirty (30) day period; or (iii) Customer files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern.

9.3. **Termination by Customer.** These SaaS Terms may be terminated by Customer on ninety (90) days written notice to Service Provider if Service Provider fails to perform any material obligation required of it hereunder, and such failure is not cured within ninety (90) days from Service Provider's receipt of Customer's notice or a longer period if Service Provider is working diligently towards a cure.

9.4. **Effect of Termination.** Upon termination of these SaaS Terms, Customer shall no longer access the Software and Customer shall not circumvent any security mechanisms contained therein.

9.5. **Other Remedies.** Termination of SaaS Terms will not limit either party from pursuing other remedies available to it, including injunctive relief, nor will such termination relieve Customer's obligation to pay all fees that have accrued or are otherwise owed by Customer under these

10. CUSTOMER OBLIGATIONS

- 10.1. Customer agrees that no employees of Service Provider will be required to individually sign any agreement in order to perform any services hereunder including, but not limited to, access agreements, security agreements, facilities agreements or individual confidentiality agreements
- 10.2. Customer agrees to comply with all applicable laws, regulations, and ordinances relating to these SaaS Terms. Customer shall ensure that each Web site for which the Application is engaged contains or is linked to a privacy policy that governs its data collection and use practices.
- 10.3. The Customer shall be obliged to inform its Authorized Users before the beginning of use of the Software about the rights and obligations set forth in these SaaS Terms. The Customer will be liable for any violation of obligations by its Authorized Users or by other third parties who violate obligations within the Customer's control.
- 10.4. The Customer shall be obliged to keep the login names and the passwords required for the use of the Application confidential, to keep it in a safe place, and to protect it against unauthorized access by third parties with appropriate precautions, and to instruct its Authorized Users to observe copyright regulations. Personal access data must be changed at regular intervals.
- 10.5. Before entering its data and information, the Customer shall be obliged to check the same for viruses or other harmful components and to use state of the art anti-virus programs for this purpose. In addition, the Customer itself shall be responsible for the entry and the maintenance of its data.
- 10.6. Service Provider has the right (but not the obligation) to suspend access to the Application or remove any data or content transmitted via the Application without liability (i) if Service Provider reasonably believes that the Application is being used in violation of these SaaS Terms or applicable law, (ii) if requested by a law enforcement or government agency or otherwise to comply with applicable law, provided that Service Provider shall use commercially reasonable efforts to notify Customer prior to suspending the access to the Application as permitted under these SaaS Terms, or (iii) as otherwise specified in these SaaS Terms. Information on Service Provider's servers may be unavailable to Customer during a suspension of access to the Software. Service Provider will use commercially reasonable efforts to give Customer at least twelve (12) hours' notice of a suspension unless Service Provider determines in its commercially reasonable judgment that a suspension on shorter or contemporaneous notice is necessary to protect Service Provider or its customers.
- 10.7. During the term of these SaaS Terms and for a period of two (2) years following any termination or expiration of these SaaS Terms, Customer shall maintain written records related to the use of the Software by Customer, as reasonably necessary to verify compliance with the usage terms of these SaaS Terms. Such records will be kept in accordance with Customer's records retention policy and records

retention schedule applicable thereto. Not more than once annually, and with notice of not less than 20 business days, Service Provider may (or may engage a third-party, which will be subject to a confidentiality obligation), to verify compliance ("Verification".) Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. At Service Provider's option, Service Provider may request, and Customer hereby agrees to complete, a self-audit questionnaire relating to Customer's usage under the rights granted by Supplier to Customer in the SaaS Terms. If Verification or self-audit reveals excess use of the Software, Customer agrees to compensate Service Provider for such usage. All costs of the Verification will be borne by Service Provider, unless excess usage of 5% or more is found ("**Material Excess Usage**"). If Material Excess Usage is found during Verification, Customer shall reimburse Service Provider for the actual costs associated with performance of the Verification. Service Provider and any third-party involved in the Verification will use the information obtained in compliance review only to enforce Service Provider's rights and to determine Customer's compliance with the terms of the rights granted in these SaaS Terms. By invoking the rights and procedures described in this Section, Service Provider does not waive its rights to enforce other terms of these SaaS Terms, including, but not limited to, any intellectual property rights by other means as permitted by law.

11. MISCELLANEOUS

- 11.1. **Assignment.** Customer may not assign these SaaS Terms or otherwise transfer any right created hereunder whether by operation of law, change of control, or in any other manner, without the prior written consent of Service Provider. Any purported assignment of these SaaS Terms, or any rights in violation of this Section will be deemed void. Service Provider may assign these SaaS Terms, sub-contract or otherwise transfer any right or obligation under these SaaS Terms to a third party without the Customer's prior written consent.
- 11.2. **Foreign Nationals.** Customer acknowledges that Service Provider employs foreign nationals, and that these foreign national employees will work, on Service Provider's behalf, to perform its obligations and services hereunder.
- 11.3. **Affiliates and Third Parties.** At the direction and sole discretion of Service Provider, affiliates of Service Provider (the "Service Provider Affiliates") may perform certain tasks related to Service Provider's obligations and rights under the Quote and the Master Agreement, including, but not limited to, invoicing, payment, technical support, project management and/or sales support. Customer hereby consents to the Service Provider Affiliates' role. Customer further agrees and acknowledges that Service Provider and Customer are the only parties to the Quote and the Master Agreement, and that any action taken by Service Provider Affiliates in connection with the performance of Service Provider's obligations under the Quote and the Master Agreement will not give rise to any cause of action against the Service Provider Affiliates, regardless of the theory of recovery. Service Provider shall at all times retain full responsibility for Service Provider Affiliates' compliance with the applicable terms and

conditions of the Quote and the Master Agreement. Service Provider will have the right to use third parties, including offshore entities who employ foreign nationals, as well as employees and contractors of Service Provider Affiliates and subsidiaries, who may also be foreign nationals (collectively, "Subcontractors") in the performance of its obligations hereunder and, for purposes of these SaaS Terms, all references to Service Provider or its employees will be deemed to include such Subcontractors. Service Provider will have the right to disclose Customer Confidential Information to such third parties provided such third parties are subject to confidentiality obligations similar to those between Service Provider and Customer.

- 11.4. **Technical Data.** Customer shall not provide to Service Provider any technical data as that term is defined in the International Traffic in Arms Regulations ("ITAR") at 22 CFR 120.10. Customer shall certify that all information provided to Service Provider has been reviewed and scrubbed so that all technical data and other sensitive information relevant to Customer's ITAR regulated project has been removed and the information provided is only relevant to bug reports on Service Provider products.
- 11.5. **Compliance with Laws.** Both parties agree to comply with all applicable laws, regulations, and ordinances relating to such party's performance under these SaaS Terms.
- 11.6. **Survival.** The provisions set forth in Sections 2, 4, 5, 6.4, 8, 9.3, 9.4 and 11 of these SaaS Terms will survive termination or expiration of these SaaS Terms and any applicable license hereunder.
- 11.7. **Notices.** Any notice required under these SaaS Terms shall be given in writing and will be deemed effective upon delivery to the party to whom addressed. All notices shall be sent to the applicable address specified on the Quote or to such other address as the parties may designate in writing. Any notice of material breach will clearly define the breach including the specific contractual obligation that has been breached.
- 11.8. **Force Majeure.** Service Provider will not be liable to Customer for any delay or failure of Service Provider to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of Service Provider. Such causes will include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, or delays by Customer in providing required resources or support or performing any other requirements hereunder.
- 11.9. **Restricted Rights.** Use of the Software by or for the United States Government is conditioned upon the Government agreeing that the Software is subject to Restricted Rights as provided under the provisions set forth in FAR 52.227-19. Customer shall be responsible for assuring that this provision is included in all agreements with the United States Government and that the Software, when accessed by the Government, is correctly marked as required by applicable Government regulations governing such Restricted Rights as of such access.
- 11.10. **Entire Agreement.** These SaaS Terms together with the documents referenced herein constitute the entire agreement between the parties regarding the subject

matter hereof and supersedes all proposals and prior discussions and writings between the parties with respect to the subject matter contained herein. All terms respecting the subject matter of the SaaS Terms and contained in purchase orders, invoices, acknowledgments, shipping instructions, or other forms exchanged between the parties will be void and of no effect.

- 11.11. **Modifications.** The parties agree that these SaaS Terms cannot be altered, amended or modified, except by a writing signed by an authorized representative of each party.
- 11.12. **Non-solicitation.** During the term of these SaaS Terms and for a period of two (2) years thereafter, Customer agrees not to hire, solicit, nor attempt to solicit, the services of any employee or Subcontractor of Service Provider without the prior written consent of Service Provider. Customer further agrees not to hire, solicit, nor attempt to solicit, the services of any former employee or Subcontractor of Service Provider for a period of one (1) year from such former employee's or Subcontractor's last date of service with Service Provider. Violation of this provision will entitle Service Provider to liquidated damages against Customer equal to two hundred percent (200%) of the solicited person's gross annual compensation.
- 11.13. **Headings.** Headings are for reference purposes only, have no substantive effect, and will not enter into the interpretation hereof.
- 11.14. **No Waiver.** No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.
- 11.15. **Severability and Reformation.** Each provision of these SaaS Terms is a separately enforceable provision. If any provision of these SaaS Terms is determined to be or becomes unenforceable or illegal, such provision will be reformed to the minimum extent necessary in order for these SaaS Terms to remain in effect in accordance with its terms as modified by such reformation.
- 11.16. **Independent Contractor.** Service Provider is an independent contractor and nothing in these SaaS Terms will be deemed to make Service Provider an agent, employee, partner, or joint venturer of Customer. Neither party will have authority to bind, commit, or otherwise obligate the other party in any manner whatsoever.
- 11.17. **Governing Law; Venue.** The laws of the State of Texas, USA govern the interpretation of these SaaS Terms, regardless of conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) and the Uniform Computer Information Transactions Act (UCITA) are hereby excluded in their entirety from application to these SaaS Terms. The parties agree that the federal and state courts located in Travis County, Texas, USA will have exclusive jurisdiction for any dispute arising under, out of, or relating to these SaaS Terms. Mediation will be held in Austin, Texas, USA.
- 11.18. **Dispute Resolution.**
Negotiations. Where there is a dispute, controversy, or claim arising under, out of, or relating to these SaaS Terms, the aggrieved party shall notify the other party in writing of the nature of such dispute with as much detail

as possible about the alleged deficient performance of the other party. A representative from senior management of each of the parties shall meet in person or communicate by telephone within five (5) business days of the date of the written notification in order to reach an agreement about the nature of the alleged deficiency and the corrective action to be taken by the respective parties.

Mediation. Any dispute, controversy, or claim arising under, out of, or relating to these SaaS Terms and any subsequent amendments of these SaaS Terms, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims, and any claims with respect to the validity of this mediation agreement (hereinafter the "Dispute"), shall be submitted to mediation in accordance with the then-current WIPO Mediation Rules. The language to be used in the mediation will be English.

Opportunity to Cure. Notwithstanding anything contained hereunder, Customer agrees and acknowledges that no dispute resolution or litigation will be pursued by Customer for any breach of these SaaS Terms until and unless Service Provider has had an opportunity to cure any alleged breach. Customer agrees to provide Service Provider with a detailed description of any alleged failure and a description of the steps that Customer understands must be taken by Service Provider to resolve the failure. Service Provider

shall have sixty (60) days from Service Provider's receipt of Customer's notice to complete the cure.

Injunctive Relief. The parties agree that it will not be inconsistent with their duty to mediate to seek injunctive or other interim relief from a competent court. The parties, in addition to all other available remedies, shall each have the right to initiate an action in any court of competent jurisdiction in order to request injunctive or other interim relief with respect to a violation of intellectual property rights or confidentiality obligations. The choice of venue does not prevent a party from seeking injunctive or any interim relief in any appropriate jurisdiction.

11.19 **Country-Specific Terms.** The country-specific provisions described in the 'Country-Specific Terms Addendum' located at <http://countriespecifictermsaddendum.trilogy.com> replace or supplement the equivalent provisions above as noted therein where the Customer is located in one of the countries identified in the Country-Specific Terms Addendum and, in any case, where the law of the jurisdiction listed in the Country-Specific Terms Addendum gets applied.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 10, 2021

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 10.14

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

SUBJECT:

Request to approve the Agreement for Community Development Block Grant (CDBG) with City of Rio Vista for Rio Vista High School – Social Emotional Learning Plan in the amount of \$65,000 and D. H. White Elementary – 21st Century Student Preparedness in the amount of \$53,500. The agreements are from August 1, 2021 – July 31, 2022.

BACKGROUND:

The City of Rio Vista applied for and received funds from the Department of Housing and Community Development for CDBG program and allocates funds to eligible entities. Rio Vista High School submitted a Social Emotional Learning Plan and was approved for \$65,000 and D.H. White Elementary submitted a 21st Century Student Preparedness Plan and was approved for \$53,400 for implementation of both plans.

STATUS:

The agreements were required be signed and submitted by July 31, 2021, prior to the first board meeting of the school year. D.H. White Elementary wasn't signed until August 3, 2021, due to a correction that needed to be made.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

Victoria Turk, Principal Rio Vista High School

Nick Casey, Principal D.H. White Elementary School

COST AND FUNDING SOURCES:

Grant is in the amount of \$65,000 for Rio Vista High School and \$53,500 for D.H. Elementary.

RECOMMENDATION:

That the Board approves the Agreement for Community Development Block Grant (CDBG) with City of Rio Vista for Rio Vista High School and D.H. White Elementary School

Time allocated: 2 minutes



City of Rio Vista

**SUBRECIPIENT AGREEMENT FOR CDBG-CV2 AND CV3 FUNDED PROJECTS
BETWEEN THE CITY OF RIO VISTA AND RIVER DELTA UNIFIED SCHOOL
DISTRICT (RIO VISTA HIGH SCHOOL)**

Program Year 2021-2022

August 1, 2021 – July 31, 2022

THIS AGREEMENT is entered into this 1st day of August 2021, by and between the City of Rio Vista, a General Law City and municipal corporation, whose address is One Main Street, Rio Vista California 94571 (hereinafter referred to as the “City”), and

Subrecipient Name	Address
River Delta Unified School District (Rio Vista High School)	445 Montezuma Street Rio Vista, California 94571
Title of Project	Amount of Grant
Social Emotional Learning Plan	\$65,000

WHEREAS, The California Department of Housing and Community Development (Department) receives funding from the United States Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) Program and allocates funds to CDBG eligible entities. Under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, allocations of CDBG-CV funds made to states included additional flexibility in working with governments and non-profits as eligible entities to apply for funds. This funding is for the non-entitlement jurisdictions in California, allocated by formula, as well as set-asides for federally recognized Tribes, non-federally recognized Tribes, and Colonias. The Department made an allocation to the City, as a non-entitlement grantee.

WHEREAS, the City has applied for and received funds from the Department pursuant to the NOFA. The City is authorized to enter into this agreement with subrecipients for purposes of implementing and complying with requirements under this grant program.

WHEREAS, funding is made available pursuant to the CARES Act (Public Law No: 116-136) and the Housing and Community Development Act of 1974 (HCDA) as amended and codified at Title 42 United States Code (U.S.C.) § 5301, et. seq., and Subpart 1 of the federal CDBG Regulations, found at Title 24 Code of Federal Regulations (CFR) § 570.480 et seq. The requirements of the state CDBG program are in California Health and Safety Code (HSC) §§ 50825-50834.

WHEREAS, relevant legal authority includes, but is not limited to, the following: Housing and Community Development Act of 1974 (HCDA) as amended codified at Title 42 United States Code 5301 et seq., and Subpart 1 of the Federal CDBG Regulations; HSC §§ 50825-50834, CFR, Title 24, Part 570, Subpart I ; 24 CFR Part 58; 2 CFR Part 200; CDBG Guidelines (Guidelines); The State of California 2015-2020 Consolidated Plan as amended; The State of California 2019-2020 Annual Action Plan as amended; California Governor’s Executive Order N-66-20; and Federal Register Notice 85 FR 51457.

WHEREAS, the City, as a non-entitlement grantee under the State of California's administration of the Federal Community Development Block Grant Program for non-entitlement jurisdictions (hereinafter, "CDBG" or the "Program") by the Department of Housing and Community Development (hereinafter the "Department") pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301 et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I , California Health and Safety Code Section 50825, et seq.; the California State CDBG Program Guidelines in effect as of October 15, 2019 and as amended from time to time. In accepting this conditional reservation of funds by executing this Agreement, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the CDBG Grantee applied, as identified in this document header, the representations contained in the CDBG Grantee's application (the "Application") for this funding allocation, which is incorporated herein, as set forth, by reference, and the requirements of the authorities cited above. Any changes made to the submitted and awarded Application after this Agreement is executed must receive prior written approval from the Department.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions set forth in this Agreement, the parties agree:

1. **DEFINITIONS:** As used in this Agreement:

- A. "Subrecipient" means a public or private nonprofit agency, authority, or organization, or a for-profit entity authorized under 24 CFR 570.201(o), receiving CDBG funds from the City to administer the subject CDBG-assisted project or program, as defined at 24 CFR 570.500(c).
- B. "CDBG" means Community Development Block Grant as authorized under 42 U.S.C. 3535(i) and 5301–5320.
- C. "CDBG-CV2 and CV3" means Community Development Block Grant - Coronavirus Response Rounds 2 and 3 federal funds, authorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act, 0. The CDBG-CV2 and 3 Notice of Funding Availability (NOFA) provides funding ONLY for the following activities: assistance to businesses and microenterprises impacted by COVID-19 stay-at-home orders and shut-down; public services related to COVID-19 support; facility and infrastructure improvements related to COVID-19 impacts; acquisition and rehabilitation of real property, including housing, to be used in response to COVID-19 impacts
- D. "Contractor" means an entity other than the Subrecipient that furnishes to the City or Subrecipient services or supplies (other than standard commercial supplies, office space or printing services).
- E. "City" means City of Rio Vista.
- F. "HUD" means the Secretary of Housing and Urban Development or a person authorized to act on his behalf.
- G. "HCD" or the "Department" means the California Department of Housing and Community Development
- H. "Program" means the Community Development Block Grant Program approved by City.

- I. "Equipment" means tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of more than \$300 per unit.
 - J. "Real Property" means land, including land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.
 - K. "Supplies" means all expendable tangible personal property other than *equipment* as defined in this part.
2. **SCOPE OF SERVICES:** The Subrecipient shall perform all services according to the Scope of Services attached as Exhibit "A" and made part of this Agreement.
 3. **BUDGET:** The Subrecipient shall provide all services described in Exhibit "A" according to the Budget attached as Exhibit "B" and made part of this Agreement. The City may require a more detailed budget breakdown than the one included herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any indirect costs (e.g., administrative oversight) charged will require an approved indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to City for approval, in a form specified by the City. Any amendments to the budget must be approved in writing by the City and the Subrecipient.
 4. **TERM OF AGREEMENT:** This Agreement shall commence on the 1st day of August, 2021, and end on the 31st day of July, 2022. The term of this Agreement may be extended by mutual consent of the City and Subrecipient, subject to termination provisions set forth herein and the expiration date of the City's CDBG grant from the City. The Subrecipient agrees to comply with reversion of assets requirements set forth under 24 CFR 570.503(b)(7) as well as usage requirements for real property acquired or improved in whole or in part using CDBG funds in excess of \$25,000 as set forth under 24 CFR 570.505.
 5. **AMENDMENTS:** The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by their duly authorized representatives. Such amendments shall not invalidate this Agreement, nor relieve or release any party from its obligations under this Agreement. At any time during the term of this Agreement, the City, in its discretion, may amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for any other reasons. If such amendments result in a change in the funding, the scope of Services, or schedule of, the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by the parties.
 6. **COMPLIANCE WITH APPROVED PROGRAM:** All activities authorized by this Agreement shall be performed in accordance with the approved Scope of Services, the approved Budget, the Grant Conditions, and the federal Department of Housing and Urban Development regulations at 24 CFR 570 concerning Community Development Block Grants (CDBG) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient may not use the CDBG-assisted facilities in any manner that does not meet the intent and requirements of such initial CDBG grant agreement and such CDBG-facilities must be used to meet the prescribed CDBG national objective under which HUD awarded said CDBG grant to the City.
 7. **SUBCONTRACTING:** The performance covered by this Agreement shall not be subcontracted, assigned or delegated without the prior written consent of the City. The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance.

8. **PAYMENT:** It is expressly understood and agreed that in no event will the City's payment to the Subrecipient exceed **\$65,000 (USD)** for full and complete satisfactory performance of this Agreement. Full and complete satisfactory performance shall include complying with the Scope of Services, providing current performance reports showing accomplishments consistent with goals, and fulfilling this Agreement as provided in accordance with the terms and conditions contained herein.

With the exception of certain advances, payments will be made only for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

9. **CDBG PROGRAM INCOME:** Any gross income directly generated from the use of the CDBG funds shall be used only for those activities delineated in the Scope of Services and all relevant provisions of this Agreement shall apply to such activities. Disposition of CDBG Program Income received by the Subrecipient shall be governed by the requirements outlined in the Scope of Services, Exhibit "A", and in compliance with 24 CFR 570.504(c).

10. **FISCAL AND ADMINISTRATIVE RESPONSIBILITIES:** The Subrecipient agrees to comply with the provisions of 24 CFR 570.502 (a) or (b), as applicable, and all requirements and standards which include but are not limited to the following:

- A. **UNIFORM ADMINISTRATIVE REQUIREMENTS:** The Uniform Administrative Requirements Cost Principles and Audit Requirements for Federal Grants identified in 2 CFR 200 or the related CDBG provision, as specified at 24 CFR 570.502(b).
- B. **COST PRINCIPLES:** The requirements and standards of 2 CFR 200 Subpart E, "Cost Principles,"
- C. **AUDITS:** The requirements and standards of 2 CFR 200 Subpart F, "Audit Regulations" (as set forth in 24 CFR part 45). Audits shall be conducted annually.
- D. **ALLOWABLE AND ALLOCABLE COSTS:** Costs must be eligible, necessary, reasonable and directly related to the Scope of Services of this Agreement (Exhibit 'A'). In addition, costs must be legal and proper. The budget included in Exhibit "B" shall control amounts of allowable expenditures within budget categories. Otherwise eligible, necessary, and reasonable direct costs incurred by the Subrecipient that are not within the categories of costs described in the Scope of Services and Budget will not be considered for reimbursement.

The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E, "Cost Principles," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

- E. **DOCUMENTATION OF COSTS:** All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- F. **EQUIPMENT PURCHASES:** Equipment purchased with CDBG funds shall require prior approval by the City. Plans to purchase equipment must also be documented in the Subrecipient's application budget. The Subrecipient must document all equipment costs, in addition to keeping an up-to-date inventory of all equipment that includes, as necessary, a schedule of depreciation for each piece of equipment.
- G. **CASH MANAGEMENT:** Cash management drawdown procedures must be consistent with 2 CFR 200.302, "Financial Management,". All cash must be promptly drawn down and deposited and drawdowns of federal funds must be properly recorded.

- H. ACCOUNTING STANDARDS: Financial management systems must meet the standards set forth in 2 CFR 200.302 through 200.308. The Subrecipient agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- I. REQUESTS FOR PAYMENT: All requests for funds shall identify the corresponding budget line item. The Subrecipient shall certify that its financial management system complies with the standards in 2 CFR 200.302. The Subrecipient shall submit all requests for funds in a timely manner.
- J. RESTRICTION ON DISBURSEMENTS: No money under this Agreement shall be disbursed by the Subrecipient to any contractor except pursuant to a written contract which incorporates the applicable requirements of this Agreement and City/HUD regulations and unless the contractor is in compliance with City/HUD requirements for applicable accounting and fiscal matters as described herein.
- K. INTEREST EARNED: Any interest earned on CDBG funds that have been allocated to the Subrecipient or from program income shall be returned promptly to the City at the end of this agreement.
- L. RECORDS AND REPORTS:

(1) Establishment and Maintenance of Records:

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Records shall be maintained in accordance with requirements prescribed by HUD or the City with respect to all matters covered by this Agreement. The Subrecipient's files shall be orderly, comprehensive, secured for confidentiality where necessary, and up-to-date. The Subrecipient shall establish a process for determining which records need to be retained and for how long. Except as otherwise authorized by City, such records shall be maintained for a period of five (5) years after final closeout of the grant by the City, or longer if there is ongoing action that concerns the records. Records shall include:

- (a) Records providing a full description of the activity undertaken;
- (b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program, specifically that objective identified in the Scope of Services;
- (c) Records required to determine the eligibility of activities;
- (d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- (e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (f) Financial records as required by 24 CFR 570.502, and 2 CFR 200.302; and
- (g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

(2) Retention:

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the

above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

(3) Client Data:

- (a) The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, ethnicity, household characteristics, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.
- (b) Client information collected under this Agreement is private and use or disclosure to the public is prohibited, unless written consent is obtained from the beneficiary, or in the case of a minor, of a responsible parent/guardian.

(4) Close-outs:

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

(5) Procurement:

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

The Subrecipient shall comply with all applicable requirements related to procurement of goods and services as described in current Grantee policy and HUD regulations governing the use of CDBG funds found at 24 CFR 200.

In general, goods and services shall be obtained as efficiently and economically as possible; and be procured in a manner that provides, to the maximum extent practical, open and free competition.

Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process. If requested, the Subrecipient shall provide the Grantee with a copy of its Procurement Policy. The Subrecipient's Procurement Policy must include outreach efforts that serve as affirmative steps to encourage minority and women-owned business enterprises in work under this contract (refer to CFR 570.506 (g) and CFR 200

The Subrecipient's Procurement Policy must also include outreach efforts to award subcontracts to eligible business concerns which are located in, or owned in substantial part by, persons residing in the greater Lodi area defined as the county of San Joaquin, as specified in Section 3 of the Housing and Urban Development Act of 1968.

2. OMB Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards, and shall subsequently follow, Property Management Standards as modified by 24 CFR 570.502(a) or (b), covering utilization and disposal of property, as applicable.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

(6) Reports:

(a) At such times and in such forms as HUD or the City may require, there shall be furnished to HUD or the City such statements, records, data and information as HUD or the City may request pertaining to matters covered by this Agreement.

(b) The Subrecipient shall submit all reports in a timely fashion as described in the Scope of Services (Exhibit "A").

(1) Real and Non-expendable Property:

(c) Inventory: The Subrecipient shall keep inventory records, acceptable to the City, on all real and non-expendable property purchased under this Agreement. The Subrecipient shall submit an inventory record of all items at the end of the program year and resubmit it each program year with revisions as necessary.

(d) Insurance and Maintenance: For all real and non-expendable property occupied, operated and/or purchased under this Agreement, the Subrecipient shall maintain sufficient insurance to cover the cost of replacement due to loss by fire, theft, or accidental damage. The City shall be named as loss payee under such policies of insurance. The Subrecipient shall also be responsible for the maintenance and upkeep of all such property.

(e) Cooperation with Subrecipient: The City shall provide all available maps, reports, and other data requested by the Subrecipient to accomplish the services that are the subject of this Agreement. The Subrecipient shall pay for all articles so supplied.

11. ASSIGNMENT OR LIENS AGAINST CDBG-ASSISTED FACILITIES AND ASSETS: The Subrecipient shall not assign, pledge, or otherwise encumber the Subrecipient's or City's interest in the CDBG-assisted facilities or assets without the prior written consent of the City. The Subrecipient shall not pledge or mortgage the CDBG-assisted facilities or assets as collateral for loans without the prior written consent of the City. The Subrecipient shall cure and otherwise perfect all liens placed against the CDBG-assisted facilities or assets.

12. ACCESS TO RECORDS AUDITS REQUIREMENTS OF THE SUBRECIPIENT: All of the Subrecipient's records with respect to any matters covered by this Agreement shall be made available to the City, HCD, , their designees or the Government of the state of California, at any time during normal business hours, as often as the City or HCD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Records reviewed during a site visit shall be consistent with data previously provided to the City. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient agrees to have an annual agency audit conducted in accordance with current City policy concerning the Subrecipient's audits, and as applicable, 2 CFR 200 Subpart F.

13. **NOTICES:** All notices, correspondence, and other communications concerning this Agreement shall be directed to the parties' duly authorized representatives at the addresses set forth below or at any other addresses as may be noticed, in writing. Any notice required to be given to the Subrecipient shall be deemed to be duly and properly given if mailed to the Subrecipient, postage prepaid, addressed to:

**Rio Vista High School
RE: Victoria Turk
410 S Fourth Street
Rio Vista, California 94571**

Required notice may also be personally delivered to the Subrecipient at such address or at such other addresses as the Subrecipient may designate in writing to the City.

Any notice required to be given to the City shall be deemed to be duly and properly given if mailed to the City, postage prepaid, addressed to:

**City of Rio Vista
Community Development Department
One Main Street
Rio Vista, CA 94571**

Required notice may also be personally delivered to the City at such address or at such other addresses as the City may designate in writing to the Subrecipient.

14. **TERMINATION OF AGREEMENT:**

- A. By giving thirty (30) days written notice specifying the effective date, the City may terminate this Agreement in whole or in part for cause, which shall include:
- (1) Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement, including compliance with the approved program and Agreements conditions, and such statutes, executive orders, and HUD directives as may become applicable at any time;
 - (2) Submission by the Subrecipient to the City of reports that are incorrect or incomplete in any material respect;
 - (3) Ineffective or improper use of Funds provided under this Agreement;
 - (4) Failure of the Subrecipient to supply the City with requested reports;
 - (5) Failure of the Subrecipient to comply with the City's corrective action plan respective to the results of an independent audit or City monitoring;
 - (6) Suspension or termination by HCD of the grant to the City under which this Agreement is made, or the portion of it delegated by this Agreement; provided, however, that if the grant is merely reduced and in the absence of any contrary City directive, the Subrecipient may adjust its budget and recommend Agreement amendments to the City.
- B. The Subrecipient may propose to terminate this Agreement in whole or in part, for good cause only by giving at least thirty (30) days written notice specifically stating the cause for such requested termination. Any such request for termination shall be subject to the written approval of the City, acted upon by the City within ten (10) days of receipt of the notice of request to terminate. The decision of the City shall be final and conclusive, provided that such approval shall not be unreasonably withheld.

- C. This Agreement may also be terminated for convenience by either the City or the Subrecipient in whole or in part, by mutual agreement setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.
15. PROGRAM CLOSEOUT: The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to, making final payments, disposing of CDBG Program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), and determining the custodianship of records.
16. USE AND REVERSION OF ASSETS: Upon the expiration, cancellation, or termination of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. With respect to any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds refer to the requirements identified under 21(M) – PROPERTY OWNERSHIP AND PROCUREMENT.
17. COMMUNITY DEVELOPMENT IDENTIFICATION IN PROJECT ACTIVITIES: The Subrecipient shall ensure recognition of the role of the U.S. Department of Housing and Urban Development's Community Development Block Grant Program and the state of California's Department of Housing and Community Development in providing funding for services or projects through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with Funds made available under this Agreement.
18. COPYRIGHTS: If this Agreement results in a publication or other copyrightable material, the author may copyright the work, but the City and HCD reserve royalty free, nonexclusive, and irrevocable licenses to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.
19. PATENTS: Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.
20. EQUAL OPPORTUNITY AND NONDISCRIMINATION: The Subrecipient agrees to comply with equal opportunity requirements applicable to Community Development Block Grant activities. Specifically, the Subrecipient agrees to comply with:
- A. TITLE VI, CIVIL RIGHTS ACT OF 1964: which provides that no person in the United States shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- B. TITLE VIII, CIVIL RIGHTS ACT OF 1968: which provides for fair housing throughout the United States. Kinds of discrimination prohibited include refusal to sell, rent, or negotiate, or otherwise to make unavailable; discrimination in terms, conditions and privileges; discriminatory advertising; false representation; blockbusting; discrimination in financing; and discrimination in membership in multi-listing services and real estate broker organizations. Discrimination is prohibited on the grounds of race, color, religion, sex and national origin. The City (and Subrecipients) shall administer programs and activities relating to housing and urban development in a manner affirmatively to further the policies of this Title. An example of ensuring fair housing is to market information concerning housing services and activities through agencies and organizations that routinely provide assistance to protected groups.

- C. SECTION 104(b), HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974: which provides that CDBG funds shall be used to affirmatively further fair housing.
- D. SECTION 109, HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1977: which provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Funds made available under this Title.
- E. AGE DISCRIMINATION ACT OF 1975: which provides that no person shall on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.
- F. SECTION 504 OF THE REHABILITATION ACT OF 1973: which provides that individuals with disabilities or handicaps may not be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
- G. EXECUTIVE ORDER 11063: as amended by Executive Order 12259, which requires equal opportunity in housing and related facilities provided by federal financial assistance.
- H. EXECUTIVE ORDER 11246: as amended by Executive Orders 11375 and 12086, which prohibit discrimination on the grounds of race, creed, color, sex or national origin in employment under federally assisted construction contracts. Furthermore, in accordance with Section 202, the Subrecipient shall:
 - (1) Send to each labor union or representative of workers with whom the Subrecipient has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City, advising the labor union or workers representative of the Subrecipient's commitments under Section 202 of Executive Order 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (2) Comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor; and
 - (3) Furnish all information and reports required by Executive Order 11246, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - (4) State it is an Equal Opportunity or Affirmative Action Employer in all its solicitations for employment.
- I. SECTION 3, HOUSING AND URBAN DEVELOPMENT ACT OF 1968, which requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income persons within the unit of local government or the metropolitan area in which the project is located, and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the same metropolitan area as the project. The Subrecipient shall comply with the City's procedures for implementation of Section 3.
- J. ARCHITECTURAL BARRIERS ACT OF 1968: which requires access to facilities designed, built, altered, or leased with federal funds.
- K. AMERICANS WITH DISABILITIES ACT OF 1990: which provides that no person shall on the basis of handicap, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.

- L. NONDISCRIMINATION: The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
21. OTHER REQUIREMENTS: Notwithstanding the City's responsibilities with respect to the requirements listed below, the Subrecipient agrees to comply with the following requirements, when applicable:
- A. NATIONAL PROGRAM FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES: The Subrecipient agrees to comply with the provisions of Executive Orders 11625, 12432 and 12138 and take all reasonable steps to encourage participation of Minority and Women-Owned Business Enterprises in work under this contract.
- B. RELOCATION AND REAL PROPERTY ACQUISITION AND ONE FOR ONE HOUSING REPLACEMENT: The Subrecipient agrees to comply with
- a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b);
 - b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(i) of the HCD Act; and
 - c) the requirements in 24 CFR 570.606(i) governing optional relocation policies.
- The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.
- C. ENVIRONMENT: The Subrecipient agrees to comply with the Clean Air Act (42 USC 1857, *et seq.*), the Federal Water Pollution Control Act (33 USC 1251, *et seq.*), and the provisions of the National Environmental Policy Act of 1969 (42 USC 4321, *et seq.*) and the regulations pursuant to these acts, when applicable. The Subrecipient also agrees to comply with the Environmental Protection Agency regulations pursuant to 40 CFR Part 50, as amended.
- D. FLOOD DISASTER PROTECTION: In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program (NFIP) is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- E. HISTORIC PRESERVATION: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. The Subrecipient agrees to take into account the effect of the project for which Community Development Block Grant funding is provided under this Agreement on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 24 CFR 570.604, to be eligible for inclusion in the National Register of Historic Places. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.
- F. CONSTRUCTION PROVISIONS: The Subrecipient shall comply with the following provisions of this section for all activities that involve the construction, completion or repair of any building or work funded in part or in whole by the CDBG funds provided pursuant to this Agreement.

(1) Labor Standards.

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 USC Sections 276a-276a-5), as amended, the provisions of Agreement Work Hours and Safety Standards Act (40 USC Sections 327-333), the Copeland "Anti-Kickback" Act (18 USC Section 874 and 40 USC Section 276c) and all other applicable Laws pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with the hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair of any building or work financed, in whole or in part, with assistance provided under this Agreement, shall comply with the federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required by the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

(2) Section 3 Clause.

For construction contracts valued in excess of \$100,000, the Subrecipient shall be subject to the following clause(s) (commonly referred to as the "Section 3 Clause"), and shall cause the following clause to be included in all contracts for construction work funded pursuant to this Agreement:

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The

contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- L. WITHHOLDING OF SALARIES: If, in the performance of this Agreement, there is any underpayment of salaries by the Subrecipient or by any subcontractor, the City must withhold from the Subrecipient out of payments due to him or her any amount sufficient to pay employees underpaid the difference between the salaries required under this Agreement to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the City for and on account of the Subrecipient or subcontractor to the respective employees to whom they are due.
- M. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES: Claims and disputes pertaining to salary rates or to classification of architects, draftsmen, technical engineers and technicians performing work under this Agreement must be promptly reported in writing by the Subrecipient to the City for the latter's decision which shall be final.
- N. ARCHITECTURAL BARRIERS: The Subrecipient agrees to comply with the Architectural Barriers Act of 1968 (42 USC 4151) when applicable and with handicapped access requirements of the Americans with Disabilities Act of 1990 and State of California.
- O. PROPERTY OWNERSHIP AND PROCUREMENT: The Subrecipient, shall, in the acquisition or improvement of real and personal property with funds provided under this Agreement, shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable
- (1) Any real property under Subrecipient's control which was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must be either used to meet one of the national objectives in 24 CFR 570.208 for five years after the expiration or termination of this agreement, or disposed of in a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
 - (2) In all cases in which personal property is sold, the proceeds shall be transferred to the City for the CDBG program or shall be Program Income, and, personal property not needed by the Subrecipient shall be transferred to the City for the CDBG program or shall be retained by Subrecipient after compensating the City.
 - (3) Real property shall be acquired in accordance with Title III, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (at CFR Part 42).
- P. PROCUREMENT: The Subrecipient shall undertake to ensure that all subcontracts let in the performance of the Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements, and unless specified otherwise within this

agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Subpart C.

Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process. If requested, the Subrecipient shall provide the City with a copy of its Procurement Policy. The Subrecipient's Procurement Policy must include outreach efforts that serve as affirmative steps to encourage minority and women-owned business enterprises in work under this contract (refer to 24 CFR 570.506 (g), 2 CFR 200.325, and Subparts B, C, and D).

The Subrecipient's Procurement Policy must also include outreach efforts to award subcontracts to eligible business concerns which are located in, or owned in substantial part by, persons residing in the greater Sacramento area defined as the counties of Sacramento, Yolo, Placer, and El Dorado, as specified in Section 3 of the Housing and Urban Development Act of 1968.

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

- Q. DRUG-FREE WORKPLACE: The Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (final rule published on May 25, 1990) and City's policies and rules developed under the Act. The Subrecipient shall obtain such policies and rules from the City.

21. PROHIBITIONS:

- A. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION: The assistance provided under this Agreement shall not be used in payment of any bonus or commission to obtain HCD or City approval of the application for such assistance or for additional assistance, or any other approval or concurrence required under this Agreement, Title I of the Housing and Community Development Act of 1974, as amended, or HCD regulations with respect thereto; provided, however, that reasonable fees or bonafide technical, consultant, managerial or other such services, rather than solicitation, are not prohibited if otherwise eligible as program costs.
- B. PROHIBITION AGAINST KICKBACKS: The Subrecipient agrees to comply with the Copeland "Anti-Kickback" Act (18 USC Section 874) which prohibits kickbacks from public works employees.
- C. CONFLICT OF INTEREST: The Subrecipient agrees to abide by the provisions of 2 CFR 200 Subpart B and 24 CFR 570.611, which include (but are not limited to) the following:
- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
 - b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a direct or indirect financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

- d. The Subrecipient agrees that it will incorporate into every written subcontract the following provision:

“INTEREST OF CONTRACTOR AND EMPLOYEES: The Contractor covenants that no covered person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, will obtain a direct or indirect financial interest in this contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this statement, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.”

- D. POLITICAL ACTIVITY PROHIBITED: None of the Funds, materials, property or services provided directly or indirectly under this Agreement, shall be used for any candidate for public office or for political activities in violation of Chapter 15 of Title V of the U.S.C. The Subrecipient also agrees that no personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of such political activities.
- E. PROHIBITION OF, AND ELIMINATION OF, LEAD-BASED PAINT HAZARD: Notwithstanding any other provision, the Subrecipient agrees to comply with the regulations set forth in 24 CFR 570.608 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards.

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

Every contract or subcontract including painting, pursuant to which such federally assisted construction or rehabilitation is performed, shall include appropriate provisions prohibiting the use of lead-based paint and requiring the giving of notice as described above.

- F. PROHIBITION OF ASSISTANCE FOR RELIGIOUS ACTIVITIES: The Subrecipient agrees that Funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Religious or other organizations that participate in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- G. LOBBYING PROHIBITED: None of the Funds provided under this Agreement shall be used for publicity or propaganda purposes designed to defeat or support legislation pending before Congress.
- H. USE OF DEBARRED, SUSPENDED OR PROHIBITED PARTIES: Subrecipient shall not use any CDBG funds, directly or indirectly, to award contracts to, or otherwise engage the services of, or

fund any contractor or subrecipient during any period of debarment, suspension or placement in ineligibility status under the provisions of 24 CFR 570 et seq.

22. CERTIFICATION REGARDING LOBBYING: The undersigned representative of the Subrecipient certifies, to the best of his or her knowledge and belief, that:
- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned representative of the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
 - C. The undersigned representative of the Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, agreements) and that all subrecipients shall certify and disclose accordingly.
 - D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
23. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS: The Subrecipient shall comply with all applicable local, State and Federal laws and regulations in carrying out its activities, including requirements (and as they may be amended) regarding verification of client citizenship.
24. COMPLIANCE WITH FEDERAL CDBG THIRD-PARTY CONTRACT PROVISIONS: The Subrecipient agrees to abide by all federal and City contract provisions in carrying out the subject CDBG Program.
25. INSURANCE AND BONDING: The Subrecipient, at its sole cost and expense, shall obtain and maintain during the term of this Agreement, insurance as more fully described in Exhibit "C" which is incorporated herein by reference and made a part of this Agreement. The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200 Subpart B.
26. CLAIMS AGAINST THE CITY: The Subrecipient agrees to defend, indemnify and hold harmless the City from any and all claims of any nature whatsoever which may arise from the Subrecipient's performance of this Agreement; provided, however, that nothing contained in this Agreement shall be construed as rendering the Subrecipient liable for acts of the City, its officers, agents or employees. Refer to Section 27 below for requirements respective to disallowances of costs by City or HCD. The Subrecipient further agrees to include the City as co-insured parties under all policies of liability insurance maintained by the Subrecipient respective to the subject CDBG-funded Program.
27. DISALLOWANCES OF PROGRAM COSTS BY City, HCD, OR HUD: The Subrecipient agrees to indemnify and hold harmless the City from disallowances by HCD or HUD of program costs incurred by the Subrecipient which arise from the Subrecipient's performance of this Agreement due to the Subrecipient's failure to meet a national objective of the Community Development Block Grant (CDBG) Program pursuant to 24 CFR 570.208 or for failure to comply with CDBG HUD regulations,HCD

regulations, or City regulatory requirements as determined by the City, HCD, or HUD. The Subrecipient agrees to promptly repay the City for all such disallowed costs incurred by the Subrecipient.

28. **INCONSISTENT TERMS:** If the attachments or Exhibits to this Agreement, if any, are inconsistent with this Agreement, this Agreement shall control.

29. **SEVERABILITY:** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Agreement as of the date first above written.

CITY OF RIO VISTA

SUBRECIPIENT

ROB HICKEY, City Manager

TAMMY BUSCH, Chief Business Officer

Date: _____

Date: _____

Attest:

JOSE JASSO, MMC, Assistant City Manager/City Clerk

Date: _____

Approved as to Form:

MONA G. EBRAHIMI, City Attorney

Date: _____

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CITY OF RIO VISTA

SUBRECIPIENT

ROB HICKEY, City Manager



TAMMY BUSCH, Chief Business Officer

Date: _____

Date: 7-26-2021

Attest:

JOSE JASSO, MMC, Assistant City Manager/City Clerk

Date: _____

Approved as to Form:

MONA G. EBRAHIMI, City Attorney

Date: _____

EXHIBIT "A" **SCOPE OF SERVICES**

The Grantee shall perform the funded activities described in the Scope of Work (Work), including applicable National Objectives as represented in Exhibit E Sections I through IV, and the Application which is on file with the Department of Housing and Community Development, Division of Financial Assistance, 2020 West El Camino Avenue, Sacramento, California, 95833 and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Grantee to modify any or all parts of the Application in order to comply with CDBG requirements. The Department reserves the right to monitor all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.

For teenagers, pandemic restrictions have meant months of virtual learning, less time with friends, and canceling activities like sports, band concerts, and proms. For young people who rely heavily on social connections for emotional support, these adjustments have taken a heavy toll on their mental health. The pandemic has generated an acute stress response with fear and panic reactions. In addition to the social emotional learning toll because of the pandemic has led to a decrease in teenagers' activity and exercise habits. Effects on the health of teenagers could be grave if the routine of exercising less and sitting more outlives the pandemic. In the short term this could lead to declines in mental health declines in attention span and increases in sleep disruption. Long-term consequences may include increase in childhood obesity and an attendant rise in the metabolic syndrome and type 2 diabetes.

The RVHS Social Emotional Learning Plan addresses both these issues of mental health and physical wellness.

The project will occur at RVHS during the 2021-22 school year.

Phase One: Intramurals/Open Gym/ Weight Lifting & Conditioning - 2 months, 2 or 3 sessions per week, totaling 24 sessions, 2 hours per sessions.

- Create opportunities for students to get physically fit
- 2 athletic coaches supervising: weightlifting, conditioning, athletic drills & contest

Phase Two: Social Emotional Counseling -2 months, 2 or 3 sessions per week, totaling 24 sessions, 2 hours per sessions

- Provide social/emotional counseling
- 1 certificated credentialed counselor will be available at all open gyms
- Group and individual counseling opportunities

Phase Three: Encouraging Positive Behaviors and Actions – August 2021- June 2022

- Cultivate relationships and build partnerships

- Advisory periods – students and teachers – non-threatening, no grades, bonding time
- Adult mentors for at risk kids
- Rammie of the Month – acknowledging students for attendance, behavior, improvement
- Showcase – acknowledging students for a 3.0 GPA or above
- Good Attendance BBQ's
- Design opportunities where schools staff can heal and build their capacity to support students
 - Professional development opportunities
 - RV CARE
 - Comprehensive Student Learning Center – M, T, W. Th staffed with after school assistance
 - Writing and Math Centers – Peer Tutors
 - Phil Boyte Learning for Living
 - Create safe, supportive and equitable learning environments
 - Phil Boyte Learning for Living

Reporting is part of the Scope of Services. The Subrecipient will submit quarterly reports in the form and content prescribed by the City. Quarterly reports will include information on beneficiary income and household characteristics that is required by HUD/HCD. These reports will provide the City with the information required to document CDBG eligibility and Subrecipient performance.

Quarterly reports are due 30 days from the end of each quarter.

In addition to the quarterly report, an annual report is due by September 1, 2022. This report will be in a form and content prescribed by the City and will summarize the successes or failures of the assisted activity, beneficiaries, and the level of attainment respective to the CDBG national objective prescribed under the CDBG grant agreement between the Subrecipient and the City.

Period	Deadline
1 st Quarter (August – October 2021)	November 30, 2021
2 nd Quarter (November 2021-January 2022)	March 2, 2022
3 rd Quarter (February - April 2022)	May 30, 2022
4 th Quarter (May – July 2022)	August 31, 2022
Year End Report	August 31, 2022

**EXHIBIT "B"
BUDGET**

RIO VISTA HIGH SCHOOL SOCIAL EMOTIONAL LEARNING PLAN			
Intramurals, conditioning , weight lifting			In Kind
Facilitator/ Scheduler (all 3 phases)		\$ 5,000.00	Site Administration full time
2 coaches / Month 1	12 days/ 3 hrs	\$ 10,000.00	RVHS Coaches Part time
Custodial / Month 1	12/days 2 hrs	\$ 1,500.00	Staff full time
2 coaches / Month 2	12 days 3 hrs	\$ 10,000.00	RVHS Coaches part time
Custodial / Month 2	12/days 2 hrs	\$ 1,500.00	Staff full time
Equipment/supplies/refreshments		\$ 10,000.00	
Sub-Total		\$ 38,000.00	
Mental Health			
Lead Counselor	2 months	\$ 5,000.00	Counselor Full time
Social/Emotional Counselor	Month 1 12/days 3/hrs	\$ 5,000.00	
Social/Emotional Counselor	Month 2 12/days 3/hrs	\$ 5,000.00	
Sub-Total		\$ 15,000.00	
Positive Behaviors & Actions			
Staff Training		\$ 2,000.00	Staff Salaries 1 Administrator Overseeing program Full-time
Rammie of the Month	4 X 500.00	\$ 2,000.00	1 part time secretary
Honor Roll	4 x 500	\$ 2,000.00	8-10 volunteers 400 hrs
Caught Ya		\$ 2,000.00	5 Instructional aides Full time
Spirit Award		\$ 2,000.00	Facilities
Spirit Wear		\$ 2,000.00	Certificates
			copies/printing
Sub-Total		\$ 12,000.00	
3 Phase SEL Plan Total Grant Expenses		\$ 65,000.00	

Requests for Reimbursement



All third-party costs must include an invoice or statement of services that describes the nature of the goods or services rendered and the dates goods and services were rendered to the Subrecipient in such a way that the City is able to identify the cost as allowable and eligible.

Reimbursement requests must be submitted by the 30th day of the month following the quarter in which costs were incurred, with the exception of the last quarter. This year's specific deadlines are as follows:


Period	Deadline
1 st Quarter (August – October 2021)	November 30, 2021
2 nd Quarter (Nov. 2021 – January 2022)	February 30, 2022
3 rd Quarter (February – April 2022)	May 30, 2022
4 th Quarter (May – July 2022)	August 15, 2022

**EXHIBIT "C"
INSURANCE REQUIREMENTS**

INSURANCE CHECK-LIST

	Type		Amount	Amount if Different
	General Comprehensive Liability		\$1 Million per occurrence	
	Automobile Liability		\$1 Million per occurrence	
	Workers' Compensation Coverage or Self-Insurance OR		\$1 Million per accident & Waiver of Subrogation provided	
	Workers' Compensation waived because no employees			
	Professional Liability (if applicable – requirement depends on nature of contract)		\$1 Million Any deductible or self-insured retention does not exceed \$150,000 per claim.	

Administrative Requirements:

	Additional Insurance Requirements
	The certificate of insurance and insurance endorsement must name the City of Rio Vista, its employees, officers, agents and volunteers as additional insured.
	The endorsement must state that all insurance coverage of the contractor are primary insurance as to the City and that the City shall not be required to contribute to any loss through its insurance policies and/or self-insured programs.
	Under the "Description of Operations," the insurance certificate needs to list all of the current projects or instead read "All California operations."
	The City requires a 30-day notice of cancellation. The endorsement shall state that coverage shall not be canceled except after thirty days prior written notice by certified mail, return receipt requested.
	The insurance shall provide coverage on an occurrence or accident basis and not on a claims made basis.
	Materials can be submitted via fax, but the fax must be followed by an original with an original signature.



City of Rio Vista

**SUBRECIPIENT AGREEMENT FOR CDBG-CV2 AND CV3 FUNDED PROJECTS
BETWEEN THE CITY OF RIO VISTA AND RIVER DELTA UNIFIED SCHOOL
DISTRICT**

**Program Year 2021-2022
August 1, 2021 – July 31, 2022**

THIS AGREEMENT is entered into this 1st day of August 2021, by and between the City of Rio Vista, a General Law City and municipal corporation, whose address is One Main Street, Rio Vista California 94571 (hereinafter referred to as the “City”), and

Subrecipient Name	Address
RIVER DELTA UNIFIED SCHOOL DISTRICT	445 MONTEZUMA STREET RIO VISTA, CA 94571
Title of Project	Amount of Grant
D.H. WHITE ELEMENTARY – 21 ST CENTURY STUDENT PREPARDNESS	\$53,500

WHEREAS, The California Department of Housing and Community Development (Department) receives funding from the United States Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) Program and allocates funds to CDBG eligible entities. Under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, allocations of CDBG-CV funds made to states included additional flexibility in working with governments and non-profits as eligible entities to apply for funds. This funding is for the non-entitlement jurisdictions in California, allocated by formula, as well as set-asides for federally recognized Tribes, non-federally recognized Tribes, and Colonias. The Department made an allocation to the City, as a non-entitlement grantee.

WHEREAS, the City has applied for and received funds from the Department pursuant to the NOFA. The City is authorized to enter into this agreement with subrecipients for purposes of implementing and complying with requirements under this grant program.

WHEREAS, funding is made available pursuant to the CARES Act (Public Law No: 116-136) and the Housing and Community Development Act of 1974 (HCDA) as amended and codified at Title 42 United States Code (U.S.C.) § 5301, et. seq., and Subpart 1 of the federal CDBG Regulations, found at Title 24 Code of Federal Regulations (CFR) § 570.480 et seq. The requirements of the state CDBG program are in California Health and Safety Code (HSC) §§ 50825-50834.

WHEREAS, relevant legal authority includes, but is not limited to, the following: Housing and Community Development Act of 1974 (HCDA) as amended codified at Title 42 United States Code 5301 et seq., and Subpart 1 of the Federal CDBG Regulations; HSC §§ 50825-50834, CFR, Title 24, Part 570, Subpart I ; 24 CFR Part 58; 2 CFR Part 200; CDBG Guidelines (Guidelines); The State of California 2015-2020 Consolidated Plan as amended; The State of California 2019-2020 Annual Action Plan as amended; California Governor’s Executive Order N-66-20; and Federal Register Notice 85 FR 51457.

WHEREAS, the City, as a non-entitlement grantee under the State of California's administration of the Federal Community Development Block Grant Program for non-entitlement jurisdictions (hereinafter, "CDBG" or the "Program") by the Department of Housing and Community Development (hereinafter the "Department") pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301 et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I , California Health and Safety Code Section 50825, et seq.; the California State CDBG Program Guidelines in effect as of October 15, 2019 and as amended from time to time. In accepting this conditional reservation of funds by executing this Agreement, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the CDBG Grantee applied, as identified in this document header, the representations contained in the CDBG Grantee's application (the "Application") for this funding allocation, which is incorporated herein, as set forth, by reference, and the requirements of the authorities cited above. Any changes made to the submitted and awarded Application after this Agreement is executed must receive prior written approval from the Department.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions set forth in this Agreement, the parties agree:

1. **DEFINITIONS:** As used in this Agreement:

- A. "Subrecipient" means a public or private nonprofit agency, authority, or organization, or a for-profit entity authorized under 24 CFR 570.201(o), receiving CDBG funds from the City to administer the subject CDBG-assisted project or program, as defined at 24 CFR 570.500(c).
- B. "CDBG" means Community Development Block Grant as authorized under 42 U.S.C. 3535(i) and 5301–5320.
- C. "CDBG-CV2 and CV3" means Community Development Block Grant - Coronavirus Response Rounds 2 and 3 federal funds, authorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act, 0. The CDBG-CV2 and 3 Notice of Funding Availability (NOFA) provides funding ONLY for the following activities: assistance to businesses and microenterprises impacted by COVID-19 stay-at-home orders and shut-down; public services related to COVID-19 support; facility and infrastructure improvements related to COVID-19 impacts; acquisition and rehabilitation of real property, including housing, to be used in response to COVID-19 impacts
- D. "Contractor" means an entity other than the Subrecipient that furnishes to the City or Subrecipient services or supplies (other than standard commercial supplies, office space or printing services).
- E. "City" means City of Rio Vista.
- F. "HUD" means the Secretary of Housing and Urban Development or a person authorized to act on his behalf.
- G. "HCD" or the "Department" means the California Department of Housing and Community Development
- H. "Program" means the Community Development Block Grant Program approved by City.

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- I. "Equipment" means tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of more than \$300 per unit.
 - J. "Real Property" means land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
 - K. "Supplies" means all expendable tangible personal property other than *equipment* as defined in this part.
2. **SCOPE OF SERVICES:** The Subrecipient shall perform all services according to the Scope of Services attached as Exhibit "A" and made part of this Agreement.
 3. **BUDGET:** The Subrecipient shall provide all services described in Exhibit "A" according to the Budget attached as Exhibit "B" and made part of this Agreement. The City may require a more detailed budget breakdown than the one included herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any indirect costs (e.g., administrative oversight) charged will require an approved indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to City for approval, in a form specified by the City. Any amendments to the budget must be approved in writing by the City and the Subrecipient.
 4. **TERM OF AGREEMENT:** This Agreement shall commence on the 1st day of August, 2021, and end on the 31st day of July, 2022. The term of this Agreement may be extended by mutual consent of the City and Subrecipient, subject to termination provisions set forth herein and the expiration date of the City's CDBG grant from the City. The Subrecipient agrees to comply with reversion of assets requirements set forth under 24 CFR 570.503(b)(7) as well as usage requirements for real property acquired or improved in whole or in part using CDBG funds in excess of \$25,000 as set forth under 24 CFR 570.505.
 5. **AMENDMENTS:** The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by their duly authorized representatives. Such amendments shall not invalidate this Agreement, nor relieve or release any party from its obligations under this Agreement. At any time during the term of this Agreement, the City, in its discretion, may amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for any other reasons. If such amendments result in a change in the funding, the scope of Services, or schedule of, the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by the parties.
 6. **COMPLIANCE WITH APPROVED PROGRAM:** All activities authorized by this Agreement shall be performed in accordance with the approved Scope of Services, the approved Budget, the Grant Conditions, and the federal Department of Housing and Urban Development regulations at 24 CFR 570 concerning Community Development Block Grants (CDBG) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient may not use the CDBG-assisted facilities in any manner that does not meet the intent and requirements of such initial CDBG grant agreement and such CDBG-facilities must be used to meet the prescribed CDBG national objective under which HUD awarded said CDBG grant to the City.
 7. **SUBCONTRACTING:** The performance covered by this Agreement shall not be subcontracted, assigned or delegated without the prior written consent of the City. The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance.

8. **PAYMENT:** It is expressly understood and agreed that in no event will the City's payment to the Subrecipient exceed **\$53,500 (USD)** for full and complete satisfactory performance of this Agreement. Full and complete satisfactory performance shall include complying with the Scope of Services, providing current performance reports showing accomplishments consistent with goals, and fulfilling this Agreement as provided in accordance with the terms and conditions contained herein.

With the exception of certain advances, payments will be made only for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

9. **CDBG PROGRAM INCOME:** Any gross income directly generated from the use of the CDBG funds shall be used only for those activities delineated in the Scope of Services and all relevant provisions of this Agreement shall apply to such activities. Disposition of CDBG Program Income received by the Subrecipient shall be governed by the requirements outlined in the Scope of Services, Exhibit "A", and in compliance with 24 CFR 570.504(c).

10. **FISCAL AND ADMINISTRATIVE RESPONSIBILITIES:** The Subrecipient agrees to comply with the provisions of 24 CFR 570.502 (a) or (b), as applicable, and all requirements and standards which include but are not limited to the following:

- A. **UNIFORM ADMINISTRATIVE REQUIREMENTS:** The Uniform Administrative Requirements Cost Principles and Audit Requirements for Federal Grants identified in 2 CFR 200 or the related CDBG provision, as specified at 24 CFR 570.502(b).
- B. **COST PRINCIPLES:** The requirements and standards of 2 CFR 200 Subpart E, "Cost Principles,"
- C. **AUDITS:** The requirements and standards of 2 CFR 200 Subpart F, "Audit Regulations" (as set forth in 24 CFR part 45). Audits shall be conducted annually.
- D. **ALLOWABLE AND ALLOCABLE COSTS:** Costs must be eligible, necessary, reasonable and directly related to the Scope of Services of this Agreement (Exhibit 'A'). In addition, costs must be legal and proper. The budget included in Exhibit "B" shall control amounts of allowable expenditures within budget categories. Otherwise eligible, necessary, and reasonable direct costs incurred by the Subrecipient that are not within the categories of costs described in the Scope of Services and Budget will not be considered for reimbursement.

The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E, "Cost Principles," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

- E. **DOCUMENTATION OF COSTS:** All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- F. **EQUIPMENT PURCHASES:** Equipment purchased with CDBG funds shall require prior approval by the City. Plans to purchase equipment must also be documented in the Subrecipient's application budget. The Subrecipient must document all equipment costs, in addition to keeping an up-to-date inventory of all equipment that includes, as necessary, a schedule of depreciation for each piece of equipment.
- G. **CASH MANAGEMENT:** Cash management drawdown procedures must be consistent with 2 CFR 200.302, "Financial Management,". All cash must be promptly drawn down and deposited and drawdowns of federal funds must be properly recorded.

- H. ACCOUNTING STANDARDS: Financial management systems must meet the standards set forth in 2 CFR 200.302 through 200.308. The Subrecipient agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- I. REQUESTS FOR PAYMENT: All requests for funds shall identify the corresponding budget line item. The Subrecipient shall certify that its financial management system complies with the standards in 2 CFR 200.302. The Subrecipient shall submit all requests for funds in a timely manner.
- J. RESTRICTION ON DISBURSEMENTS: No money under this Agreement shall be disbursed by the Subrecipient to any contractor except pursuant to a written contract which incorporates the applicable requirements of this Agreement and City/HUD regulations and unless the contractor is in compliance with City/HUD requirements for applicable accounting and fiscal matters as described herein.
- K. INTEREST EARNED: Any interest earned on CDBG funds that have been allocated to the Subrecipient or from program income shall be returned promptly to the City at the end of this agreement.
- L. RECORDS AND REPORTS:

(1) Establishment and Maintenance of Records:

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Records shall be maintained in accordance with requirements prescribed by HUD or the City with respect to all matters covered by this Agreement. The Subrecipient's files shall be orderly, comprehensive, secured for confidentiality where necessary, and up-to-date. The Subrecipient shall establish a process for determining which records need to be retained and for how long. Except as otherwise authorized by City, such records shall be maintained for a period of five (5) years after final closeout of the grant by the City, or longer if there is ongoing action that concerns the records. Records shall include:

- (a) Records providing a full description of the activity undertaken;
- (b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program, specifically that objective identified in the Scope of Services;
- (c) Records required to determine the eligibility of activities;
- (d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- (e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (f) Financial records as required by 24 CFR 570.502, and 2 CFR 200.302; and
- (g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

(2) Retention:

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the

above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

(3) Client Data:

- (a) The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, ethnicity, household characteristics, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.
- (b) Client information collected under this Agreement is private and use or disclosure to the public is prohibited, unless written consent is obtained from the beneficiary, or in the case of a minor, of a responsible parent/guardian.

(4) Close-outs:

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

(5) Procurement:

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

The Subrecipient shall comply with all applicable requirements related to procurement of goods and services as described in current Grantee policy and HUD regulations governing the use of CDBG funds found at 24 CFR 200.

In general, goods and services shall be obtained as efficiently and economically as possible; and be procured in a manner that provides, to the maximum extent practical, open and free competition.

Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process. If requested, the Subrecipient shall provide the Grantee with a copy of its Procurement Policy. The Subrecipient's Procurement Policy must include outreach efforts that serve as affirmative steps to encourage minority and women-owned business enterprises in work under this contract (refer to CFR 570.506 (g) and CFR 200

The Subrecipient's Procurement Policy must also include outreach efforts to award subcontracts to eligible business concerns which are located in, or owned in substantial part by, persons residing in the greater Lodi area defined as the county of San Joaquin, as specified in Section 3 of the Housing and Urban Development Act of 1968.

2. OMB Standards

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The Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards, and shall subsequently follow, Property Management Standards as modified by 24 CFR 570.502(a) or (b), covering utilization and disposal of property, as applicable.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

(6) Reports:

(a) At such times and in such forms as HUD or the City may require, there shall be furnished to HUD or the City such statements, records, data and information as HUD or the City may request pertaining to matters covered by this Agreement.

(b) The Subrecipient shall submit all reports in a timely fashion as described in the Scope of Services (Exhibit "A").

(1) Real and Non-expendable Property:

(c) Inventory: The Subrecipient shall keep inventory records, acceptable to the City, on all real and non-expendable property purchased under this Agreement. The Subrecipient shall submit an inventory record of all items at the end of the program year and resubmit it each program year with revisions as necessary.

(d) Insurance and Maintenance: For all real and non-expendable property occupied, operated and/or purchased under this Agreement, the Subrecipient shall maintain sufficient insurance to cover the cost of replacement due to loss by fire, theft, or accidental damage. The City shall be named as loss payee under such policies of insurance. The Subrecipient shall also be responsible for the maintenance and upkeep of all such property.

(e) Cooperation with Subrecipient: The City shall provide all available maps, reports, and other data requested by the Subrecipient to accomplish the services that are the subject of this Agreement. The Subrecipient shall pay for all articles so supplied.

11. ASSIGNMENT OR LIENS AGAINST CDBG-ASSISTED FACILITIES AND ASSETS: The Subrecipient shall not assign, pledge, or otherwise encumber the Subrecipient's or City's interest in the CDBG-assisted facilities or assets without the prior written consent of the City. The Subrecipient shall not pledge or mortgage the CDBG-assisted facilities or assets as collateral for loans without the prior written consent of the City. The Subrecipient shall cure and otherwise perfect all liens placed against the CDBG-assisted facilities or assets.

12. ACCESS TO RECORDS AUDITS REQUIREMENTS OF THE SUBRECIPIENT: All of the Subrecipient's records with respect to any matters covered by this Agreement shall be made available to the City, HCD, , their designees or the Government of the state of California, at any time during normal business hours, as often as the City or HCD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Records reviewed during a site visit shall be consistent with data previously provided to the City. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient agrees to have an annual agency audit conducted in accordance with current City policy concerning the Subrecipient's audits, and as applicable, 2 CFR 200 Subpart F.

13. **NOTICES:** All notices, correspondence, and other communications concerning this Agreement shall be directed to the parties' duly authorized representatives at the addresses set forth below or at any other addresses as may be noticed, in writing. Any notice required to be given to the Subrecipient shall be deemed to be duly and properly given if mailed to the Subrecipient, postage prepaid, addressed to:

**D.H. White Elementary
RE: Nicholas Casey
500 Elm Way
Rio Vista, CA 94571**

Required notice may also be personally delivered to the Subrecipient at such address or at such other addresses as the Subrecipient may designate in writing to the City.

Any notice required to be given to the City shall be deemed to be duly and properly given if mailed to the City, postage prepaid, addressed to:

**City of Rio Vista
Community Development Department
One Main Street
Rio Vista, CA 94571**

Required notice may also be personally delivered to the City at such address or at such other addresses as the City may designate in writing to the Subrecipient.

14. **TERMINATION OF AGREEMENT:**

- A. By giving thirty (30) days written notice specifying the effective date, the City may terminate this Agreement in whole or in part for cause, which shall include:
- (1) Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement, including compliance with the approved program and Agreements conditions, and such statutes, executive orders, and HUD directives as may become applicable at any time;
 - (2) Submission by the Subrecipient to the City of reports that are incorrect or incomplete in any material respect;
 - (3) Ineffective or improper use of Funds provided under this Agreement;
 - (4) Failure of the Subrecipient to supply the City with requested reports;
 - (5) Failure of the Subrecipient to comply with the City's corrective action plan respective to the results of an independent audit or City monitoring;
 - (6) Suspension or termination by HCD of the grant to the City under which this Agreement is made, or the portion of it delegated by this Agreement; provided, however, that if the grant is merely reduced and in the absence of any contrary City directive, the Subrecipient may adjust its budget and recommend Agreement amendments to the City.
- B. The Subrecipient may propose to terminate this Agreement in whole or in part, for good cause only by giving at least thirty (30) days written notice specifically stating the cause for such requested termination. Any such request for termination shall be subject to the written approval of the City, acted upon by the City within ten (10) days of receipt of the notice of request to terminate. The decision of the City shall be final and conclusive, provided that such approval shall not be unreasonably withheld.

- C. This Agreement may also be terminated for convenience by either the City or the Subrecipient in whole or in part, by mutual agreement setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.
15. **PROGRAM CLOSEOUT:** The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to, making final payments, disposing of CDBG Program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), and determining the custodianship of records.
16. **USE AND REVERSION OF ASSETS:** Upon the expiration, cancellation, or termination of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. With respect to any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds refer to the requirements identified under 21(M) – PROPERTY OWNERSHIP AND PROCUREMENT.
17. **COMMUNITY DEVELOPMENT IDENTIFICATION IN PROJECT ACTIVITIES:** The Subrecipient shall ensure recognition of the role of the U.S. Department of Housing and Urban Development's Community Development Block Grant Program and the state of California's Department of Housing and Community Development in providing funding for services or projects through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with Funds made available under this Agreement.
18. **COPYRIGHTS:** If this Agreement results in a publication or other copyrightable material, the author may copyright the work, but the City and HCD reserve royalty free, nonexclusive, and irrevocable licenses to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.
19. **PATENTS:** Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.
20. **EQUAL OPPORTUNITY AND NONDISCRIMINATION:** The Subrecipient agrees to comply with equal opportunity requirements applicable to Community Development Block Grant activities. Specifically, the Subrecipient agrees to comply with:
- A. **TITLE VI, CIVIL RIGHTS ACT OF 1964:** which provides that no person in the United States shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- B. **TITLE VIII, CIVIL RIGHTS ACT OF 1968:** which provides for fair housing throughout the United States. Kinds of discrimination prohibited include refusal to sell, rent, or negotiate, or otherwise to make unavailable; discrimination in terms, conditions and privileges; discriminatory advertising; false representation; blockbusting; discrimination in financing; and discrimination in membership in multi-listing services and real estate broker organizations. Discrimination is prohibited on the grounds of race, color, religion, sex and national origin. The City (and Subrecipients) shall administer programs and activities relating to housing and urban development in a manner affirmatively to further the policies of this Title. An example of ensuring fair housing is to market information concerning housing services and activities through agencies and organizations that routinely provide assistance to protected groups.

- C. SECTION 104(b), HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974: which provides that CDBG funds shall be used to affirmatively further fair housing.
- D. SECTION 109, HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1977: which provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Funds made available under this Title.
- E. AGE DISCRIMINATION ACT OF 1975: which provides that no person shall on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.
- F. SECTION 504 OF THE REHABILITATION ACT OF 1973: which provides that individuals with disabilities or handicaps may not be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
- G. EXECUTIVE ORDER 11063: as amended by Executive Order 12259, which requires equal opportunity in housing and related facilities provided by federal financial assistance.
- H. EXECUTIVE ORDER 11246: as amended by Executive Orders 11375 and 12086, which prohibit discrimination on the grounds of race, creed, color, sex or national origin in employment under federally assisted construction contracts. Furthermore, in accordance with Section 202, the Subrecipient shall:
 - (1) Send to each labor union or representative of workers with whom the Subrecipient has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City, advising the labor union or workers representative of the Subrecipient's commitments under Section 202 of Executive Order 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (2) Comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor; and
 - (3) Furnish all information and reports required by Executive Order 11246, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - (4) State it is an Equal Opportunity or Affirmative Action Employer in all its solicitations for employment.
- I. SECTION 3, HOUSING AND URBAN DEVELOPMENT ACT OF 1968, which requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income persons within the unit of local government or the metropolitan area in which the project is located, and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the same metropolitan area as the project. The Subrecipient shall comply with the City's procedures for implementation of Section 3.
- J. ARCHITECTURAL BARRIERS ACT OF 1968: which requires access to facilities designed, built, altered, or leased with federal funds.
- K. AMERICANS WITH DISABILITIES ACT OF 1990: which provides that no person shall on the basis of handicap, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.

- L. NONDISCRIMINATION: The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
21. OTHER REQUIREMENTS: Notwithstanding the City's responsibilities with respect to the requirements listed below, the Subrecipient agrees to comply with the following requirements, when applicable:
- A. NATIONAL PROGRAM FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES: The Subrecipient agrees to comply with the provisions of Executive Orders 11625, 12432 and 12138 and take all reasonable steps to encourage participation of Minority and Women-Owned Business Enterprises in work under this contract.
- B. RELOCATION AND REAL PROPERTY ACQUISITION AND ONE FOR ONE HOUSING REPLACEMENT: The Subrecipient agrees to comply with
- a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b);
 - b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(i) of the HCD Act; and
 - c) the requirements in 24 CFR 570.606(i) governing optional relocation policies.
- The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.
- C. ENVIRONMENT: The Subrecipient agrees to comply with the Clean Air Act (42 USC 1857, *et seq.*), the Federal Water Pollution Control Act (33 USC 1251, *et seq.*), and the provisions of the National Environmental Policy Act of 1969 (42 USC 4321, *et seq.*) and the regulations pursuant to these acts, when applicable. The Subrecipient also agrees to comply with the Environmental Protection Agency regulations pursuant to 40 CFR Part 50, as amended.
- D. FLOOD DISASTER PROTECTION: In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program (NFIP) is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- E. HISTORIC PRESERVATION: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. The Subrecipient agrees to take into account the effect of the project for which Community Development Block Grant funding is provided under this Agreement on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 24 CFR 570.604, to be eligible for inclusion in the National Register of Historic Places. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.
- F. CONSTRUCTION PROVISIONS: The Subrecipient shall comply with the following provisions of this section for all activities that involve the construction, completion or repair of any building or work funded in part or in whole by the CDBG funds provided pursuant to this Agreement.

(1) Labor Standards.

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 USC Sections 276a-276a-5), as amended, the provisions of Agreement Work Hours and Safety Standards Act (40 USC Sections 327-333), the Copeland "Anti-Kickback" Act (18 USC Section 874 and 40 USC Section 276c) and all other applicable Laws pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with the hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair of any building or work financed, in whole or in part, with assistance provided under this Agreement, shall comply with the federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required by the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

(2) Section 3 Clause.

For construction contracts valued in excess of \$100,000, the Subrecipient shall be subject to the following clause(s) (commonly referred to as the "Section 3 Clause"), and shall cause the following clause to be included in all contracts for construction work funded pursuant to this Agreement:

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The

contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- L. WITHHOLDING OF SALARIES: If, in the performance of this Agreement, there is any underpayment of salaries by the Subrecipient or by any subcontractor, the City must withhold from the Subrecipient out of payments due to him or her any amount sufficient to pay employees underpaid the difference between the salaries required under this Agreement to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the City for and on account of the Subrecipient or subcontractor to the respective employees to whom they are due.
- M. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES: Claims and disputes pertaining to salary rates or to classification of architects, draftsmen, technical engineers and technicians performing work under this Agreement must be promptly reported in writing by the Subrecipient to the City for the latter's decision which shall be final.
- N. ARCHITECTURAL BARRIERS: The Subrecipient agrees to comply with the Architectural Barriers Act of 1968 (42 USC 4151) when applicable and with handicapped access requirements of the Americans with Disabilities Act of 1990 and State of California.
- O. PROPERTY OWNERSHIP AND PROCUREMENT: The Subrecipient, shall, in the acquisition or improvement of real and personal property with funds provided under this Agreement, shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable
- (1) Any real property under Subrecipient's control which was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must be either used to meet one of the national objectives in 24 CFR 570.208 for five years after the expiration or termination of this agreement, or disposed of in a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
 - (2) In all cases in which personal property is sold, the proceeds shall be transferred to the City for the CDBG program or shall be Program Income, and, personal property not needed by the Subrecipient shall be transferred to the City for the CDBG program or shall be retained by Subrecipient after compensating the City.
 - (3) Real property shall be acquired in accordance with Title III, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (at CFR Part 42).
- P. PROCUREMENT: The Subrecipient shall undertake to ensure that all subcontracts let in the performance of the Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements, and unless specified otherwise within this

agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Subpart C.

Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process. If requested, the Subrecipient shall provide the City with a copy of its Procurement Policy. The Subrecipient's Procurement Policy must include outreach efforts that serve as affirmative steps to encourage minority and women-owned business enterprises in work under this contract (refer to 24 CFR 570.506 (g), 2 CFR 200.325, and Subparts B, C, and D).

The Subrecipient's Procurement Policy must also include outreach efforts to award subcontracts to eligible business concerns which are located in, or owned in substantial part by, persons residing in the greater Sacramento area defined as the counties of Sacramento, Yolo, Placer, and El Dorado, as specified in Section 3 of the Housing and Urban Development Act of 1968.

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

- Q. DRUG-FREE WORKPLACE: The Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (final rule published on May 25, 1990) and City's policies and rules developed under the Act. The Subrecipient shall obtain such policies and rules from the City.

21. PROHIBITIONS:

- A. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION: The assistance provided under this Agreement shall not be used in payment of any bonus or commission to obtain HCD or City approval of the application for such assistance or for additional assistance, or any other approval or concurrence required under this Agreement, Title I of the Housing and Community Development Act of 1974, as amended, or HCD regulations with respect thereto; provided, however, that reasonable fees or bonafide technical, consultant, managerial or other such services, rather than solicitation, are not prohibited if otherwise eligible as program costs.
- B. PROHIBITION AGAINST KICKBACKS: The Subrecipient agrees to comply with the Copeland "Anti-Kickback" Act (18 USC Section 874) which prohibits kickbacks from public works employees.
- C. CONFLICT OF INTEREST: The Subrecipient agrees to abide by the provisions of 2 CFR 200 Subpart B and 24 CFR 570.611, which include (but are not limited to) the following:
- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
 - b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a direct or indirect financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

- d. The Subrecipient agrees that it will incorporate into every written subcontract the following provision:

“INTEREST OF CONTRACTOR AND EMPLOYEES: The Contractor covenants that no covered person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, will obtain a direct or indirect financial interest in this contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this statement, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.”

- D. POLITICAL ACTIVITY PROHIBITED: None of the Funds, materials, property or services provided directly or indirectly under this Agreement, shall be used for any candidate for public office or for political activities in violation of Chapter 15 of Title V of the U.S.C. The Subrecipient also agrees that no personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of such political activities.
- E. PROHIBITION OF, AND ELIMINATION OF, LEAD-BASED PAINT HAZARD: Notwithstanding any other provision, the Subrecipient agrees to comply with the regulations set forth in 24 CFR 570.608 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards.

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

Every contract or subcontract including painting, pursuant to which such federally assisted construction or rehabilitation is performed, shall include appropriate provisions prohibiting the use of lead-based paint and requiring the giving of notice as described above.

- F. PROHIBITION OF ASSISTANCE FOR RELIGIOUS ACTIVITIES: The Subrecipient agrees that Funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Religious or other organizations that participate in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- G. LOBBYING PROHIBITED: None of the Funds provided under this Agreement shall be used for publicity or propaganda purposes designed to defeat or support legislation pending before Congress.
- H. USE OF DEBARRED, SUSPENDED OR PROHIBITED PARTIES: Subrecipient shall not use any CDBG funds, directly or indirectly, to award contracts to, or otherwise engage the services of, or

fund any contractor or subrecipient during any period of debarment, suspension or placement in ineligibility status under the provisions of 24 CFR 570 et seq.

22. CERTIFICATION REGARDING LOBBYING: The undersigned representative of the Subrecipient certifies, to the best of his or her knowledge and belief, that:
- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned representative of the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
 - C. The undersigned representative of the Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, agreements) and that all subrecipients shall certify and disclose accordingly.
 - D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
23. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS: The Subrecipient shall comply with all applicable local, State and Federal laws and regulations in carrying out its activities, including requirements (and as they may be amended) regarding verification of client citizenship.
24. COMPLIANCE WITH FEDERAL CDBG THIRD-PARTY CONTRACT PROVISIONS: The Subrecipient agrees to abide by all federal and City contract provisions in carrying out the subject CDBG Program.
25. INSURANCE AND BONDING: The Subrecipient, at its sole cost and expense, shall obtain and maintain during the term of this Agreement, insurance as more fully described in Exhibit "C" which is incorporated herein by reference and made a part of this Agreement. The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200 Subpart B.
26. CLAIMS AGAINST THE CITY: The Subrecipient agrees to defend, indemnify and hold harmless the City from any and all claims of any nature whatsoever which may arise from the Subrecipient's performance of this Agreement; provided, however, that nothing contained in this Agreement shall be construed as rendering the Subrecipient liable for acts of the City, its officers, agents or employees. Refer to Section 27 below for requirements respective to disallowances of costs by City or HCD. The Subrecipient further agrees to include the City as co-insured parties under all policies of liability insurance maintained by the Subrecipient respective to the subject CDBG-funded Program.
27. DISALLOWANCES OF PROGRAM COSTS BY City, HCD, OR HUD: The Subrecipient agrees to indemnify and hold harmless the City from disallowances by HCD or HUD of program costs incurred by the Subrecipient which arise from the Subrecipient's performance of this Agreement due to the Subrecipient's failure to meet a national objective of the Community Development Block Grant (CDBG) Program pursuant to 24 CFR 570.208 or for failure to comply with CDBG HUD regulations, HCD

INSERT SUBRECIPIENT Contract #

regulations, or City regulatory requirements as determined by the City, HCD, or HUD. The Subrecipient agrees to promptly repay the City for all such disallowed costs incurred by the Subrecipient.

28. **INCONSISTENT TERMS:** If the attachments or Exhibits to this Agreement, if any, are inconsistent with this Agreement, this Agreement shall control.

29. **SEVERABILITY:** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Agreement as of the date first above written.

CITY OF RIO VISTA

SUBRECIPIENT

ROB HICKEY, City Manager

TAMMY BUSCH, Chief Business Officer

Date: _____

Date: _____

Attest:

JOSE JASSO, MMC, Assistant City Manager/City Clerk

Date: _____

Approved as to Form:

MONA G. EBRAHIMI, City Attorney

Date: _____

EXHIBIT "A" SCOPE OF SERVICES

The Grantee shall perform the funded activities described in the Scope of Work (Work), including applicable National Objectives as represented in Exhibit E Sections I through IV, and the Application which is on file with the Department of Housing and Community Development, Division of Financial Assistance, 2020 West El Camino Avenue, Sacramento, California, 95833 and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Grantee to modify any or all parts of the Application in order to comply with CDBG requirements. The Department reserves the right to monitor all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.

INSERT DETAILED SCOPE OF WORK

Reporting is part of the Scope of Services. The Subrecipient will submit quarterly reports in the form and content prescribed by the City. Quarterly reports will include information on beneficiary income and household characteristics that is required by HUD/HCD. These reports will provide the City with the information required to document CDBG eligibility and Subrecipient performance.

Quarterly reports are due 30 days from the end of each quarter.

In addition to the quarterly report, an annual report is due by September 1, 2022. This report will be in a form and content prescribed by the City and will summarize the successes or failures of the assisted activity, beneficiaries, and the level of attainment respective to the CDBG national objective prescribed under the CDBG grant agreement between the Subrecipient and the City.

Period	Deadline
1 st Quarter (August – October 2021)	November 30, 2021
2 nd Quarter (November 2021-January 2022)	March 2, 2022
3 rd Quarter (February - April 2022)	May 30, 2022
4 th Quarter (May – July 2022)	August 31, 2022
Year End Report	August 31, 2022

EXHIBIT "B"
BUDGET

INSERT BUDGET

Requests for Reimbursement



All third-party costs must include an invoice or statement of services that describes the nature of the goods or services rendered and the dates goods and services were rendered to the Subrecipient in such a way that the City is able to identify the cost as allowable and eligible.

Reimbursement requests must be submitted by the 30th day of the month following the quarter in which costs were incurred, with the exception of the last quarter. This year's specific deadlines are as follows:


Period	Deadline
1 st Quarter (August – October 2021)	November 30, 2021
2 nd Quarter (Nov. 2021 – January 2022)	February 30, 2022
3 rd Quarter (February – April 2022)	May 30, 2022
4 th Quarter (May – July 2022)	August 15, 2022

**EXHIBIT "C"
INSURANCE REQUIREMENTS**

INSURANCE CHECK-LIST

	Type		Amount	Amount if Different
	General Comprehensive Liability		\$1 Million per occurrence	
	Automobile Liability		\$1 Million per occurrence	
	Workers' Compensation Coverage or Self-Insurance OR		\$1 Million per accident & Waiver of Subrogation provided	
	Workers' Compensation waived because no employees			
	Professional Liability (if applicable – requirement depends on nature of contract)		\$1 Million Any deductible or self-insured retention does not exceed \$150,000 per claim.	

Administrative Requirements:

	Additional Insurance Requirements
	The certificate of insurance and insurance endorsement must name the City of Rio Vista, its employees, officers, agents and volunteers as additional insured.
	The endorsement must state that all insurance coverage of the contractor are primary insurance as to the City and that the City shall not be required to contribute to any loss through its insurance policies and/or self-insured programs.
	Under the "Description of Operations," the insurance certificate needs to list all of the current projects or instead read "All California operations."
	The City requires a 30-day notice of cancellation. The endorsement shall state that coverage shall not be canceled except after thirty days prior written notice by certified mail, return receipt requested.
	The insurance shall provide coverage on an occurrence or accident basis and not on a claims made basis.
	Materials can be submitted via fax, but the fax must be followed by an original with an original signature.

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: August 10, 2021

Attachments: _____

From: Katherine Wright, Superintendent

Item Number: 10.15

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

SUBJECT:

Donations

BACKGROUND:

Donations to Receive and Acknowledge:

River Delta Unified School District – Student desks and Picnic Tables

Delta Elementary Charter School

Bates Elementary School

Guz Quiroz - \$500

Rio Vista High School – Cheerleading Squad

Gornito Ditching

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: August 10, 2021

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 11

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

SUBJECT:

Request to Approve the First 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 June 2021.

BACKGROUND:

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

STATUS:

Attached are Board Policies, Administrative Regulations and Exhibits which have been affected by changes in law effective prior to June 2021 which need to be approved for first reading.

These Board Policies, Administrative Regulations and Exhibits will be submitted for a second and final reading and approval at the September 14, 2021 Board meeting.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Jennifer Gaston, Recorder

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the first reading of these Board Policies, Administrative Regulations and Exhibits as submitted resulting from legislation effective prior to June 2021.

Time allocated: 3 minutes

CSBA POLICY GUIDE SHEET

June 2021

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.

Administrative Regulation 1312.3 - Uniform Complaint Procedures

Regulation updated to correct the timeline in the "Notifications" section for submitting appeals to the California Department of Education (CDE), as specified in state regulations. Section on "Investigation of Complaint" revised to clarify that state regulations regarding the consequences of a respondent's failure to cooperate in an investigation only apply when the respondent is the district. Additional revisions, including expansion of the section "Health and Safety Complaints in License-Exempt Preschool Programs," made to more directly reflect the standards in CDE's Federal Program Monitoring instrument.

NEW - Board Policy 1313 - Civility

New policy addresses the importance of civility to the effective operation of the district, including its role in creating a positive school climate and enabling a focus on student well-being, learning, and achievement. Policy includes First Amendment free speech considerations, behavior that constitutes civil behavior, practices that promote civil behavior, and authorization to educate or provide information to students, staff, parents/guardians, and community members to assist in the recognition, development, and demonstration of civil behavior. Policy also includes material regarding behavior that is disruptive, hinders the orderly conduct of district operations or programs, or creates an unsafe learning or working environment, as well as the prohibition of, and consequences for, behavior which is discriminatory, harassing, or intimidating, including sexual harassment, bullying, and/or hate violence.

Board Policy 3511.1 - Integrated Waste Management

Policy updated to reflect current legal requirements for recycling waste which are based on specified thresholds of waste generation and are detailed in the accompanying administrative regulation, add district goal to develop strategies for recycling organic waste, and more directly link waste management to education goals.

Administrative Regulation 3511.1 - Integrated Waste Management

Regulation updated to add new section on "Recycling" which contains (1) material formerly in item #2 above, (2) new material reflecting a determination by the California Department of Resources Recycling and Recovery (CalRecycle) regarding the level of statewide disposal of organic waste which triggered a requirement for any facility generating two or more cubic yards of solid waste per week to meet specified requirements pertaining to the recycling of organic waste, and (3) new material reflecting legal requirements to provide recycling bins or containers in a facility that generates four or more cubic yards of solid waste or two or more cubic yards of organic waste per week.

NEW - Board Policy 3515.31 - School Resource Officers

New policy is for use by districts that choose to employ school resource officers (SROs) or enter into an agreement with local law enforcement for the purpose of providing SROs on school campuses and/or school activities. Policy reflects **NEW LAW (SB 98, 2020)** which encourages districts to redirect resources currently allocated to contracts with local law enforcement into student support services. If the district decides to contract for SROs, the policy advises districts to enter into a memorandum of understanding (MOU) which clearly defines roles, responsibilities, and expectations for the district, school site, law enforcement agency, and individual officers. Policy includes recommended components of the MOU, reflects a requirement for SROs to use de-escalation techniques to mitigate the use of force in accordance with policy adopted by the law enforcement agency, clarifies that SROs should not handle routine disciplinary matters, requires SROs to complete specialized training, and calls for periodic evaluation of

disaggregated data on student interactions with SROs to ensure compliance with nondiscrimination provisions of district policy and/or the MOU.

Board Policy 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers

Policy updated to clarify the obligation of drivers to submit to drug and alcohol testing as required under federal law. Section on "Consequences Based on Test Results" updated to (1) add the agency responsible for reviewing and approving district requests to temporarily remove a driver from safety-sensitive functions before drug test results are verified by a certified medical review officer and (2) describe consequences that will be imposed on drivers based on findings of specific concentrations of alcohol. Policy also clarifies the requirement to ensure that a driver who is offered an opportunity to return to work following a violation first receive an evaluation by a qualified substance abuse professional and successfully comply with the evaluation recommendations.

Administrative Regulation 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers

Regulation updated to clarify that marijuana remains an illegal drug under the federal Controlled Substances Act and use of it by a driver remains a violation of federal drug testing regulations. Definition of "alcohol concentration" revised to delete information regarding consequences for drivers based on specific alcohol concentrations, now addressed in the BP. Regulation also expands the responsibilities of the designated employer representative pursuant to federal regulations, clarifies requirements pertaining to pre-employment testing including the requirement to conduct a pre-employment query using the Commercial Driver's License Drug and Alcohol Clearinghouse, and reflects additional requirements related to post-accident testing. New section reflects federal regulations which require districts to report any violation of federal drug and alcohol regulations to the Clearinghouse and conduct inquiries of the Clearinghouse's online database for all drivers employed by the district on an annual basis and before hiring any driver.

Board Policy 4141/4241 - Collective Bargaining Agreement

Revised policy reflects court decision holding that a provision in a collective bargaining agreement that directly conflicts with the Education Code cannot be enforced. Policy also adds language clarifying that, whenever a law conflicts with a provision in the collective bargaining agreement, the law will prevail.

Board Policy 4158/4258/4358 - Employee Security

Policy updated to reflect law authorizing a district to petition, on behalf of an employee, for a gun violence restraining order prohibiting a person from owning, purchasing, possessing, or receiving a firearm. Policy also reflects law requiring a district to provide reasonable accommodations, upon request, to an employee who is a victim of domestic violence, sexual assault, or stalking. Policy adds a requirement of law to inform administrators and counselors, along with teachers, regarding certain crimes and offenses committed by students.

Administrative Regulation 4158/4258/4358 - Employee Security

Regulation updated to more directly reflect law requiring a report to law enforcement of any attack, assault, or physical threat made against an employee by a student. Material in section on "Notice Regarding Student Offenses" reorganized to clarify the required notifications that must be made to staff pertaining to (1) student offenses that are grounds for suspension or expulsion and (2) any report received from a court that a student has been found to have committed a felony or misdemeanor involving specified offenses. In that section, paragraph on notifications that may be provided by a district police or security department deleted and moved into Note since its applicability is limited. New section on "Accommodations for Victims of Domestic Violence, Sexual Assault, or Stalking" reflects law requiring a district to provide reasonable accommodations, including, but not limited to, safety procedures or adjustments to a job structure, workplace facility, or work requirement, upon the request of an employee who is a victim of domestic violence, sexual assault, or stalking.

Board Policy 5141.4 - Child Abuse Prevention and Reporting

Board policy updated to clarify that districts are not required, but are authorized, to include age-appropriate and culturally sensitive child abuse prevention curriculum in the instructional program, add material regarding displaying posters on campus notifying students of the appropriate telephone number to call to report child abuse or neglect, include the requirement for student identifications cards for students in grades

7-12 to include the National Domestic Hotline telephone number, and clarify that the training regarding duties of mandated reporters be according to law and administrative regulation.

Administrative Regulation 5141.4 - Child Abuse Prevention and Reporting

Regulation updated to reflect **NEW LAW (AB 1145, 2020)** which amends the definition of sexual assault for purposes of mandated reporting to not include voluntary conduct in violation of Penal Code 286, 287, or 289 (sodomy, oral copulation, or sexual penetration) if there are no indicators of abuse unless such conduct is between a person who is 21 years of age or older and a minor who is under 16 years of age. Regulation also adds licensees of licensed child day care facilities to the list of mandated reporters, reflects that the California Department of Justice form is now titled BCIA 8572, clarifies that when a staff member or volunteer aide is selected by a child to be present at an interview where child abuse is being investigated that the principal or designee inform the person of specified requirements prior to the interview, and reflects **NEW STATE REGULATION (Register 2020, No. 21)** which authorizes parents/guardians of special education students to file a complaint with CDE for safety concerns that interfere with the provision of a free appropriate public education pursuant to 5 CCR 3200-3205 rather than through uniform complaint procedures.

Board Policy 5141.52 - Suicide Prevention

Policy updated to expand material regarding stakeholder engagement and best practices for suicide prevention, intervention, and postvention, and for consistency with CDE's Model Youth Suicide Prevention Policy, including an enhanced list of participants for staff development, the importance of resiliency skills to student instruction, the review of materials and resources for alignment with safe and effective messaging, information to be provided to parents/guardians and caregivers, and the establishment of district and/or school site crisis intervention team(s). Policy also updated to clarify that the policy may be reviewed more frequently than the five-year review requirement of law, and that district data pertaining to reports of suicidal ideation, attempts, or death and data that reflect school climate be periodically reviewed to aid in program development.

Administrative Regulation 5141.52 - Suicide Prevention

Regulation updated to expand the section on "Staff Development" by adding to the list of participants for suicide prevention training, topics to be included in such training, and additional professional development for specified groups and to enhance the section on "Instruction" by adding to the list of topics to be taught and authorizing the development and implementation of school activities that raise awareness about mental health wellness and suicide prevention. Regulation also updated to include, for districts that have crisis intervention teams, the contact information for district and/or school site crisis intervention team members, add that school counselors may disclose a student's personal information to report child abuse and neglect as required by law, and include providing comfort to a student who has attempted or threatened to attempt suicide.

Board Policy 5142.2 - Safe Routes to School Program

Policy updated to clarify potential liability issues, recognize that active transportation positively impacts student achievement, add material regarding equitable access and opportunity to participate in the district's safe routes to school program, and update information about state and federal grant programs.

Administrative Regulation 5142.2 - Safe Routes to School Program

Regulation updated to reflect current strategies recommended by the U.S. Department of Transportation's Federal Highway Administration and National Center for Safe Routes to School to improve student safety along routes to school and to promote walking, bicycling, and forms of active transport to school. Regulation adds that active transportation positively impacts student achievement; clarifies that offering driver safety information to high school students, parents/guardians, and the community promotes safety around school campuses and routes; and adds strategies related to emerging technologies that aid in the prevention and mitigation of accidents, emergency response in managing injuries after an accident occurs, and equity, such that resources are distributed in a manner that provides safe access and participation in an equitable manner.

Board Policy 5145.12 - Search and Seizure

Policy updated to reflect court decision upholding a school policy that called for limited searches without individualized suspicion if students left campus and returned in the middle of the day. Policy also updated to reflect law which places restrictions on searches of electronic devices such as cellular phones, court decision regarding searches of lockers without individualized suspicion, and court decision upholding policy of random weapons screening with a handheld metal detector.

Board Policy 5145.9 - Hate-Motivated Behavior

Policy updated to bolster the governing board's commitment to providing a respectful, inclusive, and safe learning environment, including adding a definition of hate-motivated behavior which incorporates a list of characteristics which may motivate prohibited behavior, reflecting the importance of celebrating diversity, enhancing the list of topics for student instruction and staff development, adding material regarding regularly occurring staff training, and including student and staff discipline for engaging in hate-motivated behavior. Policy also updated to include the requirement to post the policy in a prominent location on the district's web site and add that, in addition to other staff listed, complaints may be reported to the district's compliance officer.

Board Policy 5148 - Child Care and Development

Policy updated to reflect **NEW LAW (SB 98, 2020)** which transfers responsibility for state administration of child care and development programs from CDE to the California Department of Social Services (CDSS) effective July 1, 2021. Information about the Child Care Facilities Revolving Fund deleted as the fund is no longer operative. Policy also reflects **NEW STATE REGULATIONS (Register 2020, No. 21)** which retain the requirement to refer health and safety complaints regarding licensed child care and development programs to CDSS but eliminate the requirement that complaints regarding a license-exempt facility be referred to a Child Development regional administrator.

Administrative Regulation 5148 - Child Care and Development

Regulation updated to reflect **NEW LAW (SB 98, 2020)** which transfers responsibility for state administration of child care and development programs from CDE to CDSS effective July 1, 2021. Regulation also contains information about the delay, due to COVID-19, of CDSS' adoption of regulations implementing a new, single license for infant, toddler, preschool, and school-age child care programs. References to the Desired Results Developmental Profile made more general to account for possible future changes in program requirements. New section on "Health and Safety" adds requirement for licensed centers to test drinking water for lead contamination between January 1, 2020 and January 1, 2023 if the building was constructed before January 1, 2010, and to notify parents/guardians of the test results. Section on "Health Examination and Immunizations" expanded to reflect the requirement that a child care center may only accept a medical exemption request that is made on an electronic, standardized form developed by the California Department of Public Health.

Board Policy 6142.5 - Environmental Education

Policy updated to reflect law which required that the state-adopted environmental principles and concepts be integrated into content standards, curriculum frameworks, and textbook criteria. Policy also reflects legislative intent that governing boards undertake specified actions to promote instruction in environmental literacy, including by embedding environmental literacy in the local priorities addressed in the district's local control and accountability plan, collaborating with other agencies to enhance the environmental curriculum, providing professional development in environmental literacy, and ensuring equity in the provision of environment-based learning opportunities.

Administrative Regulation 6162.51 - State Academic Achievement Tests

Regulation updates information regarding administration of the California Assessment of Student Performance and Progress, including provisions that: (1) the district may administer the California Science Test (CAST) in any of grades 10-12, (2) the California Alternate Assessments in science should be administered to students with significant cognitive disabilities who are unable to take the CAST with accommodations, and (3) the California Spanish Test is the primary language assessment that is available to be administered to English learners. Regulation also adds optional language regarding the use of Smarter Balanced interim and formative assessments to provide timely feedback regarding students' progress and

assist teachers in continually adjusting instruction to improve learning. Testing windows and testing variations updated to reflect current state regulations, as renumbered.

Board Policy 7211 - Developer Fees

Policy updated to include material formerly in the AR pertaining to responsibilities of the board with respect to levying developer fees, such as conducting a fee justification study, holding a public hearing, and adopting a board resolution. Policy also clarifies the applicability of Government Code 65997, which became operative due to the failure of state bond measure Proposition 13 in March 2020 and gives districts the flexibility to deny or refuse a legislative act involving the planning, use, or development of real property, other than requiring a fee in excess of the fee imposed by law. Policy addresses factors that must be included in the fee justification study based on recent court decision.

Administrative Regulation 7211 - Developer Fees

Regulation revised to delete board responsibilities pertaining to the imposition of developer fees, now addressed in the BP, and to require the superintendent or designee to provide specified information regarding capital facilities accounts to the board as well as the public.

CSBA Sample Administrative Regulation

Community Relations

AR 1312.3(a)

UNIFORM COMPLAINT PROCEDURES

Note: 5 CCR 4621 **mandates** that the district's uniform complaint procedures (UCP) be consistent with the procedures of 5 CCR 4600-4670. Additionally, Education Code 52075 **mandates** districts to adopt policies and procedures implementing the use of UCP to investigate and resolve complaints alleging noncompliance with requirements related to the local control and accountability plan (LCAP), and Education Code 8235.5 **mandates** districts to adopt policies and procedures for resolving complaints regarding specified health and safety issues in license-exempt California State Preschool Programs (CSPP). Furthermore, a number of federal civil rights statutes and their implementing regulations mandate districts to adopt policies and procedures for the prompt and equitable resolution of complaints of unlawful discrimination, (such as discriminatory harassment, intimidation, or bullying). For example, all districts are **mandated** pursuant to 28 CFR 35.107 to adopt policy and procedures to address discrimination on the basis of disability, while districts that receive federal financial assistance are **mandated** pursuant to 34 CFR 106.8 and 34 CFR 110.25 to adopt policies and procedures to address discrimination on the basis of sex and age. Some of the factors considered by the U.S. Department of Education's Office for Civil Rights (OCR) when determining whether a district's procedures are "prompt and equitable" are addressed throughout the following administrative regulation.

Apart from these mandates, state law authorizes the use of UCP to resolve complaints of noncompliance with laws related to the development of a school plan for student achievement and the establishment of school site councils; accommodations for pregnant and parenting students; prohibition against the charging of student fees; educational rights of foster youth, homeless students, former juvenile court school students, children of military families, migrant students, and students participating in a newcomer program for newly arrived immigrants; assignment of students to courses without educational content; and physical education instructional minutes. See the section "Complaints Subject to UCP" in the accompanying Board policy.

Except as the Governing Board may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in **BP 1312.3 the accompanying Board policy**.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 4030 - Nondiscrimination in Employment)

Compliance Officers

Note: 5 CCR 4621 **mandates** the district to identify in its policies and procedures the person(s), position(s), or unit(s) responsible for ensuring compliance with applicable state and federal laws and regulations governing educational programs, including the receiving and investigating of complaints alleging unlawful discrimination, (such as discriminatory harassment, intimidation, or bullying) and retaliation. During its Federal Program Monitoring (FPM) process, California Department of Education (CDE) staff will check to ensure that the district's procedures list the specific title(s) of the employee(s) responsible for receiving and investigating complaints. Districts should identify the specific title(s) of the compliance officer(s) in the space provided below. If a district identifies multiple compliance officers, it is recommended that one be designated the lead compliance officer.

UNIFORM COMPLAINT PROCEDURES (continued)

The following paragraph specifies that the compliance officer will be the same person designated to serve as the Title IX Coordinator for addressing complaints of sexual harassment pursuant to AR 5145.7 - Sexual Harassment and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Districts may modify this regulation to designate different district employees to serve these functions.

The district designates the individual(s), position(s), or unit(s) identified below as responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment responsible for handling complaints regarding unlawful discrimination, ~~(such as discriminatory~~ harassment, intimidation, or bullying) and in AR 5145.7 - Sexual Harassment for handling complaints regarding sexual harassment. The compliance officer(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.71 - Title IX Sexual Harassment Complaints Procedures)

Superintendent or Designee
River Delta Unified School District – District Office
445 Montezuma Street
Rio Vista, CA 94571
(707) 374-1700
Superintendent@rdusd.org

Note: The following paragraph is for use by districts that have designated more than one compliance officer.

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, ~~if applicable,~~ if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

UNIFORM COMPLAINT PROCEDURES (continued)

Note: 5 CCR 4621 **mandates** that the district's policy require employees responsible for compliance and/or for investigating and resolving complaints to be knowledgeable about the laws and programs at issue in the complaints they are assigned. OCR requires that the compliance officer(s) involved in implementing discrimination complaint procedures be knowledgeable about the procedures and be able to explain them to parents/guardians and students. **They Compliance officers** must also have training or experience in handling discrimination complaints, including appropriate investigative techniques and understanding of the applicable legal standards.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program;⁵ applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination, ~~(such as discriminatory~~ harassment, intimidation, or bullying);⁵ applicable standards for reaching decisions on complaints;⁵ and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 4331 - Staff Development)

(cf. 9124 - Attorney)

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during ~~and pending the result of~~ an investigation **and while the result is pending**. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

Note: During the FPM process, CDE staff will check to ensure that the district's policy contains a statement ensuring annual dissemination of notice of the district's UCP to the persons specified below.

In addition, the Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

UNIFORM COMPLAINT PROCEDURES (continued)

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

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

(cf. 5145.6 - Parental Notifications)

Note: 5 CCR 4622 requires the district to include specified information in its annual UCP notice to students, parents/guardians, employees, and others. The following list reflects those required components and additional content of the notice listed in CDE's FPM instrument.

A sample of the annual notice is available through CDE's web site. It is the district's responsibility to update the notice as necessary to reflect new law.

The notice shall include:

1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group, and a list of all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy
2. The title of the position responsible for processing complaints, the identity of the person(s) currently occupying that position if known, and a statement that such persons will be knowledgeable about the laws and programs that they are assigned to investigate
3. A statement that a UCP complaint, **except a complaint alleging unlawful discrimination, harassment, intimidation, or bullying**, must be filed no later than one year from the date the alleged violation occurred
4. A statement that, **in the case of a UCP** complaint alleging unlawful discrimination, harassment, intimidation, or bullying, **a UCP complaint** must be filed no later than six months from the date of the alleged conduct or the date the complainant first obtained knowledge of the facts of the alleged conduct
5. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities
6. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint

UNIFORM COMPLAINT PROCEDURES (continued)

(cf. 0460 - Local Control and Accountability Plan)
(cf. 3260 - Fees and Charges)

7. A statement that the district will post a standardized notice of the educational rights of foster youth, homeless students, former juvenile court school students now enrolled in the district, children of military families, migrant students, and immigrant students enrolled in a newcomer program, as specified in Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court School Students)
(cf. 6175 - Migrant Education Program)

8. A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant
9. A statement that, for programs within the scope of the UCP as specified in the accompanying Board policy, the complainant has a right to appeal the district's investigation report to the California Department of Education (CDE) for programs within the scope of the UCP by filing a written appeal, including a copy of the original complaint and the district's decision, within ~~45~~ 30 calendar days of receiving the district's decision
10. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal laws prohibiting anti-discrimination, harassment, intimidation, or bullying laws, if applicable
11. A statement that copies of the district's UCP are available free of charge

Note: The following paragraph may be modified to reflect district practice. Pursuant to Education Code 221.61, districts are required to post information related to Title IX on their web sites, including specified information about complaint procedures under Title IX. See AR 5145.3 - Nondiscrimination/Harassment. A district that does not maintain a web site may comply by posting the information on the web site of its county office of education. A comprehensive list of rights based on the provisions of the federal regulations implementing Title IX can be found in Education Code 221.8. In addition, in its April 2015 Dear Colleague Letter: Title IX Coordinators, OCR recommends that districts use web posting and social media to disseminate their nondiscrimination notices, policies, and procedures and communicate current compliance officer(s)' contact information to students, parents/guardians, and employees.

UNIFORM COMPLAINT PROCEDURES (continued)

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district-supported social media, if available.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

Note: Both federal and state laws contain requirements for translation of certain information and documents. Title VI of the Civil Rights Act of 1964 requires districts to ensure meaningful access to their programs and activities by persons with limited English proficiency. OCR has interpreted this to require that, whenever information is provided to parents/guardians, districts must notify limited-English-proficient (LEP) parents/guardians in a language other than English in order to be adequate. OCR enforces this requirement consistent with the Department of Justice's 2002 Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. Under the Guidance, a recipient of federal funds has an obligation to provide language assistance to LEP individuals based on the balancing of four factors: (1) the number or proportion of LEP individuals likely to encounter the program, (2) the frequency with which LEP individuals come in contact with the program, (3) the nature and importance of the services provided by the program, and (4) the resources available to the recipient. State law is more specific than federal law: Education Code 48985 requires translation of certain information and documents if 15 percent or more of students enrolled in the school speak a single primary language other than English.

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's **UCP** policy, regulation, forms, and notices **concerning the UCP** shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

Filing of Complaints

Note: Complaints filed under UCP may be filed directly with a compliance officer or with any site administrator not designated as a compliance officer. For example, acts of unlawful discrimination, **(such as discriminatory harassment, intimidation, or bullying)** may initially be reported to a principal. See AR 5145.3 - Nondiscrimination/Harassment and AR 5145.7 - Sexual Harassment. If a site administrator not designated as a compliance officer receives a UCP complaint, the site administrator must notify a compliance officer. A district may also establish a site-level process for receiving informal reports about incidents for which a UCP complaint may be filed and notifying students and parents/guardians of their right to file a UCP complaint. Any site-level process established by a district should be in writing and distributed in the same manner as the grievance procedures listed herein with an explanation of how it interacts with the UCP complaint process.

UNIFORM COMPLAINT PROCEDURES (continued)

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy may be filed by any individual, public agency, or organization. (5 CCR 4630)

Note: Education Code 49013 and 52075 **mandate** districts to adopt procedures that allow for anonymous complaints to be filed when a district allegedly violates the prohibition against the charging of student fees or violates any requirement related to the LCAP.

2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee.

Note: Pursuant to 5 CCR 4630, **as amended by Register 2020, No. 21**, complaints related to the LCAP must be filed within a year of the date that the reviewing authority approves the district's LCAP. Pursuant to Education Code 52070, the County Superintendent of Schools is the reviewing authority for district LCAPs.

3. A UCP complaint, **except for a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying**, shall be filed no later than one year from the date the alleged violation occurred. For complaints related to the LCAP, the date of the alleged violation is the date when the County Superintendent of Schools approves the LCAP that was adopted by the Board. (5 CCR 4630)
4. A complaint alleging unlawful discrimination, **(such as discriminatory harassment, intimidation, or bullying)** may be filed only by a person who alleges having personally suffered unlawful discrimination, a person who believes that any specific class of individuals has been subjected to unlawful discrimination, or a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. **(5 CCR 4630)**
5. **The A** complaint **alleging unlawful discrimination, harassment, intimidation, or bullying** shall be initiated no later than six months from the date that the alleged

UNIFORM COMPLAINT PROCEDURES (continued)

unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)

- 5.6.** When a complaint alleging unlawful discrimination, ~~(such as discriminatory harassment, intimidation, or bullying)~~ is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.

Note: OCR's Revised Sexual Harassment Guidance indicates that if a complainant in a sexual harassment case requests that the complainant's name or that of the victim not be revealed to the alleged perpetrator or asks that the complaint not be pursued, the district should first inform the complainant that honoring the request may limit its ability to respond and pursue disciplinary action against the alleged perpetrator. The OCR publication acknowledges that situations may exist in which a district cannot honor a student's request for confidentiality, but cautions that, in all instances, the district must still continue to ensure that it provides a safe and nondiscriminatory environment for all students. Districts should consult legal counsel before honoring a confidentiality request to withhold the victim's name from the alleged perpetrator, especially in the case of alleged sexual assault. These guiding principles would also apply to harassment on the basis of race, gender, disability, or other protected characteristic.

- 6.7.** When ~~the~~ **a** complainant of unlawful discrimination, ~~(such as discriminatory harassment, intimidation, or bullying)~~ or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

Note: The following section should be used only by those districts that have decided to establish procedures for attempting to resolve complaints through alternative dispute resolution procedures such as mediation; see the accompanying Board policy. **The following section may be modified to specify the alternative dispute resolution method and timelines used within the district.**

Within three business days after receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation **to resolve the complaint**. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

UNIFORM COMPLAINT PROCEDURES (continued)

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination, ~~(such as discriminatory~~ harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to ~~make the mediator a party to~~ **permit the mediator access to all** relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with an investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

Note: 5 CCR 4631, which requires the district to provide the complainant with the opportunity to present relevant information, does not provide any timeline. Thus, **the timeline specified below may be modified to reflect district practice.**

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or the complainant's representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

Note: In the investigation, the compliance officer should consider all relevant circumstances, such as how the **alleged** misconduct affected one or more students' education; the type, frequency, and duration of the misconduct; the identity, age, and sex of the individuals involved in and impacted by the conduct and the relationship between them; the number of persons engaged in the conduct and at whom the conduct was directed; the size of the school, location of the incidents, and context in which they occurred; and other incidents at the school involving different individuals.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. The compliance officer shall individually interview all available witnesses

UNIFORM COMPLAINT PROCEDURES (continued)

with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform **both the** parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination, **(such as discriminatory harassment, intimidation, or bullying)**, the compliance officer shall interview the alleged victim(s), any alleged offender(s), and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

Note: 5 CCR 4631 allows the district to dismiss a complaint when the complainant refuses to provide the investigator with relevant documents or otherwise obstructs the investigation. 5 CCR 4631 also provides that, if the district refuses to provide the investigator with access to records or other documents, the investigator may issue a finding in favor of the complainant. During the FPM process, CDE staff will check to ensure that both of these statements regarding the provision of access to information are included in the district's policy or procedures, as specified below.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or **engagement in** any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. **Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631) In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Refusal by the district to provide the investigator with access to records and/or information related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation** Failure or refusal of the district to cooperate in the **investigation** may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

UNIFORM COMPLAINT PROCEDURES (continued)

Timeline for Investigation Report

Unless extended by written agreement with the complainant, the investigation report shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Investigation Report" below. If the complainant is dissatisfied with the compliance officer's decision, the complainant may, within five business days, file the complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. When required by law, the matter shall be considered in closed session. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

(cf. 9321 - Closed Session)

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

UNIFORM COMPLAINT PROCEDURES (continued)

For any complaint alleging unlawful discrimination, ~~(such as discriminatory~~ harassment, intimidation, and bullying), the respondent shall be informed of any extension of the timeline agreed to by the complainant, shall be sent the district's investigation report, and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

Investigation Report

Note: 5 CCR 4631, ~~as amended by Register 2020, No. 21,~~ specifies components that ~~should~~ **are required** to be part of the district's investigation report. Inclusion of these items will help protect the district's position in case of an appeal to CDE, a complaint submitted to OCR, or if litigation is filed.

For all complaints, the district's investigation report shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered
2. A conclusion providing a clear determination for each allegation as to whether the district is in compliance with the relevant law
3. Corrective action(s) whenever the district finds merit in the complaint, including, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600
4. Notice of the complainant's right to appeal the district's investigation report to CDE, except when the district has used the UCP to address a complaint not specified in 5 CCR 4610
5. Procedures to be followed for initiating an appeal to CDE

The investigation report may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

Note: The Family Educational Rights and Privacy Act (FERPA) (20 USC 1232g; 34 CFR 99.1-99.67) protects student privacy, including student records containing details of the actions taken in response to a UCP complaint. However, pursuant to 20 USC 1221, FERPA may not "be construed to affect the applicability of Title VI of the Civil Rights Act of 1964, Title IX of Education Amendments of 1972, Title V of the Rehabilitation Act of 1973, the Age Discrimination Act, or other statutes prohibiting discrimination, to any applicable program." In February 2015, the Family Policy Compliance Office (FPCO), now the Student Privacy Protection Office, released a letter concluding that FERPA permits a district to disclose to a student who was subjected to unlawful discrimination certain information about the sanctions imposed upon the ~~offender~~ **respondent** when the sanctions directly relate to that student. Thus, if properly remedying the impact of discrimination would require disclosing to the alleged victim certain information on how the district disciplined the ~~alleged student offender~~ **respondent** (e.g., an order that the

UNIFORM COMPLAINT PROCEDURES (continued)

~~alleged offender~~ **respondent** stay away from the alleged victim), FPCO interprets FERPA as allowing the district to disclose that information.

Given the potential liability from improperly disclosing such information, districts are advised to consult with legal counsel when presented with a situation where a victim of unlawful discrimination requests information about sanctions imposed upon the ~~offender~~ **respondent**.

In consultation with district legal counsel, information about the relevant part of an investigation report may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the investigation report or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination, ~~(such as discriminatory~~ harassment, intimidation, and bullying), notice of the investigation report to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

Note: Education Code 48985 requires that reports sent to parents/guardians be written in their primary language when 15 percent or more of a school's enrolled students speak a single primary language other than English. ~~During the FPM process, CDE staff will check to ensure compliance with this requirement.~~ **During the FPM process, CDE staff will check to ensure that UCP complaint procedures pertaining to CSPP health and safety issues include a statement that the district response and the investigation report must, whenever Education Code 48985 is applicable, be written in English and the primary language in which the complaint was filed; see the section "Health and Safety Complaints in License-Exempt Preschool Programs" below. The following paragraph extends this provision to all types of complaints to ensure compliance with Education Code 48985. In addition, b**Based on Title VI of the Civil Rights Act of 1964, OCR requires districts to ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

If the complaint involves a limited-English-proficient student or parent/guardian ~~and the student involved is enrolled in a school at which 15 percent or more of the students speak a single primary language other than English,~~ then the **district's response, if requested by the complainant, and the investigation report shall also be translated into that language, pursuant to Education Code 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency be written in English and the primary language in which the complaint was filed.**

Note: During the FPM process, CDE staff will expect to see a statement detailing a complainant's right to pursue civil law remedies (i.e., action in a court of law) in addition to or in conjunction with the right to pursue administrative remedies from CDE.

For complaints alleging unlawful discrimination, ~~based on state law~~ ~~(such as discriminatory~~ harassment, intimidation, and bullying) ~~based on state law,~~ the investigation report shall also include a notice to the complainant that:

1. The complainant may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)

UNIFORM COMPLAINT PROCEDURES (continued)

2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

Note: The following section may be revised to reflect district practice.

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

(cf. 5137 - Positive School Climate)

For complaints involving retaliation or unlawful discrimination, ~~(such as discriminatory harassment, intimidation, or bullying)~~, appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling

(cf. 6164.2 - Guidance/Counseling Services)

2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice

UNIFORM COMPLAINT PROCEDURES (continued)

8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

For complaints involving of retaliation or unlawful discrimination, ~~(such as discriminatory harassment, intimidation, or bullying)~~ involving a student as the respondent, appropriate corrective actions that ~~focus on a student offender~~ may be provided to the student may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team

(cf. 6164.5 - Student Success Teams)

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

(cf. 6145 - Extracurricular and Cocurricular Activities)

7. Disciplinary action, such as suspension or expulsion, as permitted by law

(cf. 5144 - Discipline)

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

When an employee is found to have committed retaliation or unlawful discrimination, ~~(such as discriminatory harassment, intimidation, or bullying)~~, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

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

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

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination, ~~(such as discriminatory harassment, intimidation, or bullying)~~, that the district does not tolerate it, and how to report and respond to it.

UNIFORM COMPLAINT PROCEDURES (continued)

Note: Generally, when a complaint is found to have merit, an appropriate remedy is provided to the complainant or other affected person. However, in certain instances, the law may require a remedy to be provided to all affected persons, not just the complainant or subject of the complaint. For example, pursuant to Education Code 49013 and 5 CCR 4600, if the district, or CDE on appeal, finds merit in the complaint alleging noncompliance with the law regarding student fees and charges, the district is required to provide a remedy to all affected students and parents/guardians, as specified below. The same requirement applies to allegations of noncompliance with the LCAP requirements pursuant to Education Code 52075, **noncompliance with required instructional minutes for physical education pursuant to Education Code 51222 and 51223, and course periods without educational content pursuant to Education Code 51228.3.** Districts that do not maintain elementary schools should delete the reference to physical education below.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

However, if a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes, courses without educational content, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51222, 51223, **51228.3**, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district, **by engaging in reasonable efforts**, shall attempt in good faith, ~~by engaging in reasonable efforts~~, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Note: ~~5 CCR 4632 4633 provide that complainants may appeal to CDE if they disagree with the district's decision on any matter within the scope of the UCP, as provided below. As amended by Register 2020, No. 21, 5 CCR 4632 changes the timeline for filing an appeal to CDE from 15 calendar days to 30 calendar days.~~

Any complainant who is dissatisfied with the district's investigation report on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 30 calendar days of receiving the district's investigation report. (5 CCR 4632)

Note: ~~5 CCR 4632, as amended by Register 2020, No. 21, expands the bases upon which an appeal may be filed with CDE.~~

The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's investigation report for that complaint. The complainant shall specify and explain the basis for the appeal, including **as at** least one of the following: (5 CCR 4632)

UNIFORM COMPLAINT PROCEDURES (continued)

1. The district failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, the district's investigation report lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in the district's investigation report are not supported by substantial evidence.
4. The legal conclusion in the district's investigation report is inconsistent with the law.
5. In a case in which the district found noncompliance, the corrective actions fail to provide a proper remedy.

Note: 5 CCR 4633, ~~as amended by Register 2020, No. 21,~~ requires the district to submit the following documents to CDE within 10 days after the district has been notified that an appeal has been filed. The district's failure to provide a timely and complete response may result in CDE ruling on the appeal without considering information from the district.

Upon notification by CDE that the district's investigation report has been appealed, the Superintendent or designee shall forward the following documents to CDE within 10 days of the date of notification: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the district's investigation report
3. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
4. A report of any action taken to resolve the complaint
5. A copy of the district's UCP
6. Other relevant information requested by CDE

Note: Pursuant to 5 CCR 4632, as amended by Register 2020, No. 21, if CDE determines that the district's investigation report failed to address an allegation raised by the complaint and subject to the UCP process, CDE will notify the district and direct the district to investigate and address such allegation(s) as follows.

If notified by CDE that the district's investigation report failed to address allegation(s) raised by the complaint, the district shall, within 20 days of the notification, provide CDE and the appellant with an amended investigation report that addresses the allegation(s) that were not

UNIFORM COMPLAINT PROCEDURES (continued)

addressed in the original investigation report. The amended report shall also inform the appellant of the right to separately appeal the amended report with respect to the allegation(s) that were not addressed in the original report. (5 CCR 4632)

Note: Pursuant to 5 CCR 4633, CDE is required to issue a written decision regarding the appeal within 60 days of CDE's receipt of the appeal, unless extended by written agreement with the appellant or documentation by CDE of exceptional circumstances. Within 30 days of the appeal decision, either party may request reconsideration by the Superintendent of Public Instruction or designee.

Pursuant to 5 CCR 4650, CDE may directly intervene in a complaint without waiting for action by the district when certain conditions exist, including the following: (1) the complaint alleges failure to comply with the UCP, including failure to follow the required timelines and failure to implement the final investigation report; (2) the complainant requires anonymity due to the possibility of retaliation and would suffer immediate and irreparable harm if a complaint was filed and the complainant was named; or (3) the complainant would suffer immediate and irreparable harm as a result of an application of a districtwide policy that is in conflict with state or federal law and that filing a complaint would be futile.

Health and Safety Complaints in License-Exempt Preschool Programs

Note: The following section is for use by districts that operate any license-exempt CSPP program. Education Code 8235.5 **mandates** districts to adopt policies and procedures for resolving complaints regarding specified health and safety issues in a license-exempt CSPP program. Pursuant to Education Code 8235.5, the district must use the UCP, with modifications as necessary, to resolve such complaints. Pursuant to 5 CCR 4610, **as amended by Register 2020, No. 21**, such complaints must be addressed through the procedures described in 5 CCR 4690-4694.

See the accompanying exhibits for a sample classroom notice and complaint form.

Any complaint regarding health or safety issues in a license-exempt CSPP program shall be addressed through the procedures described in 5 CCR 4690-4694.

~~In each license-exempt CSPP classroom,~~ **In order to identify appropriate subjects of CSPP health and safety issues pursuant to Health and Safety Code 1596.7925,** a notice shall be posted **in each license-exempt CSPP classroom in the district** notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and Safety Code 1596.7925 and the location at which to obtain a form to file any complaint alleging noncompliance with those requirements. **For this purpose, the Superintendent or designee may download and post a notice available from the CDE web site.** (Education Code 8235.5; 5 CCR ~~4690~~ **4691**)

The district's annual UCP notification distributed pursuant to 5 CCR 4622 shall clearly indicate which of its CSPP programs are operating as exempt from licensing and which CSPP programs are operating pursuant to requirements under Title 22 of the Code of Regulations. (5 CCR 4691)

UNIFORM COMPLAINT PROCEDURES (continued)

Any complaint regarding specified health or safety issues in a license-exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall specify the location for filing the complaint, **and shall contain a space to indicate whether the complainant desires a response to the complaint, and allow a complainant to add as much text as desired to explain the complaint.** (Education Code 8235.5; 5 CCR 4690)

If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the Superintendent or designee in a timely manner, not to exceed 10 working days, for resolution. **The preschool administrator or the Superintendent or designee shall make all reasonable efforts to investigate any complaint within their authority.** (Education Code 8235.5; 5 CCR 4692)

Investigation of a complaint regarding health or safety issues in a license-exempt CSPP program shall begin within 10 days of receipt of the complaint. (Education Code 8235.5; 5 CCR 4692)

The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall, within 45 working days of the initial filing of the complaint, report the resolution of the complaint to the complainant and CDE's assigned field consultant. If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 8235.5; 5 CCR 4692)

Note: Education Code 48985 requires that reports sent to parents/guardians be written in their primary language when 15 percent or more of a school's enrolled students speak a single primary language other than English. During the FPM process, CDE staff will check to ensure compliance with this requirement. Based on Title VI of the Civil Rights Act of 1964, OCR requires districts to ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

If a complaint regarding health or safety issues in a license-exempt CSPP program involves a limited-English-proficient student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Board at a regularly scheduled meeting and, within 30 days of the date of the written report, may file a written appeal of the district's decision to the Superintendent of Public Instruction in accordance with 5 CCR 4632. (Education Code 8235.5; 5 CCR 4693, 4694)

UNIFORM COMPLAINT PROCEDURES (continued)

All complaints and responses are public records. (5 CCR 4690)

(cf. 1340 - Access to District Records)

On a quarterly basis, the Superintendent or designee shall report summarized data on the nature and resolution of all CSPP health and safety complaints, including the number of complaints by general subject area with the number of resolved and unresolved complaints, to the Board at a regularly scheduled Board meeting and to the County Superintendent of Schools. (5 CCR 4693)

(5/20 12/20) 6/21

CSBA Sample Board Policy

Community Relations

BP 1313(a)

CIVILITY

Note: The following policy is optional and may be revised to reflect district practice.

The Governing Board recognizes the impact that civility has on the effective operation of the district, including its role in creating a safe and positive school climate and enabling a focus on student well-being, learning, and achievement. The Board believes that each person should be treated with dignity and respect in their interactions within the school community.

(cf. 0415 - Equity)

(cf. 5137 - Positive School Climate)

Note: The First Amendment of the U.S. Constitution and Article 1, Section 2 of the California Constitution provide strong protection as to speech related to district business.

In addition, pursuant to Government Code 54954.3 and the court's decision in Baca v. Moreno Valley Unified School District, the Governing Board must not prohibit public criticism of district policies, procedures, programs, services, acts, omissions, or employees, even if the speech is clearly defamatory. See BB 9323 - Meeting Conduct. Pursuant to Government Code 54957.9 and the court's decisions in Norse v. City of Santa Cruz and City of San Jose v. Garbett, the Board is authorized to remove persons who willfully disrupt or disturb a meeting, provided that the action actually interferes with the proceedings of the meeting or poses a credible threat of violence that would place reasonable persons in fear for their safety or the safety of others.

Compared to community members, districts have greater authority to regulate the speech of district employees when they are acting in the scope of their employment with the district. Furthermore, court decisions have found that the First Amendment rights of public school students in the school setting are not necessarily the same as the rights of adults in other settings and must be applied in light of the special circumstances of the school environment. In Hazelwood School District v. Kuhlmeier, the U.S. Supreme Court ruled that when a school has not, by policy or practice, opened up a school-sponsored activity for unrestricted use by students, the school may limit student expression as long as its decision is reasonably related to "legitimate pedagogical concerns." See BP/AR 5145.2 - Freedom of Speech/Expression.

Districts should consult legal counsel before placing restrictions on employee, student, or community member speech/expression in an effort to maintain civility.

The Board understands that the First Amendment provides strong protection for speech. However, the Board expects that all speech and expression will comport with norms of civil behavior on district grounds, in district facilities, during district activities or events, and in the use of district electronic/digital systems and platforms.

(cf. 5145.2 - Freedom of Speech/Expression)

(cf. 9323 - Meeting Conduct)

CIVILITY (continued)

Note: The following optional paragraph reflects traits included in the definition of civil behavior provided by the National Council for the Social Studies Connected.

Civil behavior is polite, courteous, and reasonable behavior which is respectful to others and includes integrity, honesty, acceptance, timeliness, dependability, observance of laws and rules, and effective communication.

The Board and district staff shall model civil behavior as an example of behavior that is expected throughout the district. Practices that promote civil behavior include actively listening, giving full attention to the speaker, and refraining from interruptions; welcoming and encouraging participation, input, and feedback through stakeholder engagement; promptly responding to concerns; and embracing varying and diverse viewpoints. Such practices may be incorporated into governance standards adopted by the Board or Superintendent and/or professional standards or codes of conduct for employees as specified in district policies and regulations.

(cf. 2111 - Superintendent Governance Standards)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 9005 - Governance Standards)

Students, staff, parents/guardians, and community members should be educated in the recognition, development, and demonstration of civil behavior. The Superintendent or designee may incorporate related concepts in the curriculum, provide staff development activities, and/or communicate this policy to the school community.

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

Students, staff, parents/guardians, and community members shall not communicate or behave in a manner that causes disruption; hinders the orderly conduct of district operations, the educational program, or any other district program or activity; or creates an unsafe learning or working environment. The Superintendent or designee may respond to disruptive, violent, or threatening behavior in accordance with law and as specified in BP/AR 3515.2 - Disruptions.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 1250 - Visitors/Outsiders)
(cf. 3515.2 - Disruptions)
(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 3515.7 - Firearms on School Grounds)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3516.2 - Bomb Threats)
(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)
(cf. 4158/4258/4358 - Employee Security)

CIVILITY (continued)

(cf. 5131.4 - Student Disturbances)
(cf. 5131.5 - Vandalism and Graffiti)
(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5138 - Conflict Resolution/Peer Mediation)

Behavior by students or staff that is discriminatory, harassing, or intimidating, including sexual harassment, bullying, and/or hate violence, or behavior that is in any other way unlawful, is prohibited and is subject to discipline in accordance with law and as specified in district policy and regulations.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)
(cf. 5145.9 - Hate-Motivated Behavior)

Legal Reference:

EDUCATION CODE

200-262.4 Educational equity
32210 Willful disturbance of public school or meeting
32211 Threatened disruption or interference with classes
32212 Classroom interruptions
32280-32289.5 School safety plans
35181 Governing board authority to set policy on responsibilities of students
35291-35291.5 Rules
44050 Employee code of conduct; interaction with students
44807 Teachers' duty concerning conduct of students
44810 Willful interference with classroom conduct
44811 Disruption of classwork or extracurricular activities
48900-48926 Suspension and expulsion, especially:
48907 Exercise of free expression; rules and regulations
48950 Speech and other communication
49330-49335 Injurious objects

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

54954.3 Opportunity for public to address legislative body; regulations
54957.9 Disorderly conduct of general public during meeting; clearing of room

Legal Reference continued: (see next page)

CIVILITY (continued)

Legal Reference: (continued)

PENAL CODE

243.5 Assault or battery on school property

415.5 Disturbance of peace of school

422.55 Definition of hate crime

422.6 Civil rights; crimes

626-626.11 School crimes

627-627.10 Access to school premises

653b Loitering about schools or public places

653.2 Electronic communication devices; threats to safety

CALIFORNIA CONSTITUTION

Article 1, Section 2 Freedom of speech and expression

Article 1, Section 28 Right to safe schools

U.S. CONSTITUTION

Amendment 1, Freedom of speech and expression

COURT DECISIONS

City of San Jose v. Garbett (2010) 190 Cal.App.4th 526

Norse v. City of Santa Cruz (9th Cir. 2010) 629 F.3d 966

Baca v. Moreno Valley Unified School District (1996) 936 F.Supp. 719

Hazelwood School District v. Kuhlmeier (1988) 484 U.S. 260

Management Resources:

CSBA PUBLICATIONS

Superintendent Governance Standards

Professional Governance Standards for School Boards, June 2019

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California's Social and Emotional Learning: Guiding Principles, 2018

Social and Emotional Learning in California: A Guide to Resources, October 2018

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California Professional Standards for Education Leaders (CPSEL), February 2014

NATIONAL POLICY BOARD FOR EDUCATIONAL ADMINISTRATION

Professional Standards for Educational Leaders, October 2015

WEB SITES

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

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

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

Center for Safe and Responsible Internet Use: <https://www.ewa.org/organization/center-safe-and-responsible-internet-use>

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

National Council for the Social Studies Connected: <https://connected.socialstudies.org>

National Policy Board for Educational Administration: <https://www.npbea.org>

National School Safety Center: <http://www.schoolsafety.us>

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

U.S. Equal Employment Opportunity Commission: <https://www.eeoc.gov>

CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3511.1(a)

INTEGRATED WASTE MANAGEMENT

Note: The following policy may be revised to reflect district practice. Pursuant to Public Resources Code 42630, **districts and** schools are encouraged to assist cities and counties in meeting the solid waste diversion goals set by Public Resources Code 41780. ~~In addition, pursuant to Public Resources Code 42649.2, as added by AB 341 (Ch. 476, Statutes of 2011), businesses, including schools, that generate more than four cubic yards of solid waste per week are required to arrange for recycling services in accordance with law.~~ Pursuant to **Public Resources Code 42649.2 and 42649.81**, businesses, including schools, are required to arrange for recycling services if the amount of solid or organic waste they produce meets the thresholds specified in law and the accompanying administrative regulation. The **California Department of Resources Recycling and Recovery (CalRecycle)** offers ~~Useful resources such as specific identifying~~ waste management strategies, available funding sources, and ~~other publications, including resources for developing and implementing integrated education and school waste reduction~~ programs that **provide curriculum to** link instruction on integrated waste management and environmental concepts with student action projects at school sites. ~~may be obtained from the California Department of Resources Recycling and Recovery (CalRecycle).~~

The Governing Board believes that the conservation of **water, energy, and other** natural resources, ~~and~~ the protection of the environment, **and the implementation of an effective waste diversion program** are connected to the district's educational mission and are essential to the health and well-being of the community. The Superintendent or designee shall develop and ~~or~~ implement a cost-effective, integrated waste management program that incorporates the principles of green school operations.

(cf. 0100 - Philosophy)
(cf. 3510 - Green School Operations)
(cf. 3511 - Energy and Water Management)
(cf. 3514 - Environmental Safety)
(cf. 3514.2 - Integrated Pest Management)

The district's **integrated waste management** program shall include strategies designed to **promote waste management practices of source reduction, recycling, and composting to help the district reduce and recycle solid and hazardous organic waste generation, properly dispose of potentially hazardous materials,** improve efficiency in ~~its-the~~ use of natural resources, and minimize the impact of such use on the environment. The program shall address all areas of the district's operations, including, but not limited to, procurement, resource utilization, and facilities management practices.

(cf. 3300 - Expenditures and Purchases)
(cf. 3517 - Facilities Inspection)

The Superintendent or designee may collaborate with city, county, and state agencies and other public or private agencies in developing and implementing the district's integrated waste management program.

INTEGRATED WASTE MANAGEMENT (continued)

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

(cf. 7131 - Relations with Local Agencies)

Note: CalRecycle provides grants and related information to eligible schools for developing and implementing integrated waste management programs. For more information, see CalRecycle's web site.

The Superintendent or designee shall make every effort to identify funding opportunities for the district's integrated waste management program, including applying for available grants or other cost-reduction incentives.

~~To the extent that funding permits, t~~The Superintendent or designee shall **may** provide appropriate educational and training opportunities to students and staff regarding the benefits and methods of conserving natural resources and ~~protecting the environment~~ **the manner in which integrated waste management strategies impact such efforts.**

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

(cf. 6142.5 - Environmental Education)

(cf. 6142.93 - Science Instruction)

The Superintendent or designee shall regularly monitor all aspects of the district's integrated waste management program and shall provide an update to the Board on its effectiveness as necessary.

Legal Reference: (continued)

INTEGRATED WASTE MANAGEMENT (continued)

Legal Reference:

EDUCATION CODE

~~8700-8707 Environmental education~~

17070.96 Leroy F. Greene School Facilities Act of 1996, consideration of high performance standards

17072.35 New construction grants; use for designs and materials for high performance schools

32370-32376 Recycling paper

33541 Environmental education

PUBLIC RESOURCES CODE

25410-~~25421~~ 25422 Energy conservation assistance

40050-40063 ~~Waste management; Integrated waste management~~

41780-~~41786~~ Waste diversion

42620-42622 Source reduction and recycling programs

42630-42647 School site source reduction and recycling

42649-42649.7 Recycling of commercial solid waste

42649.8-42649.87 Recycling of organic waste

CODE OF REGULATIONS, TITLE 14

~~17225.12 Commercial solid waste~~

Management Resources:

CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

PUBLICATIONS

Frequently Asked Questions

Recycling and Organics Recycling Guide for Schools Poster

Where to Put It: Recycling, Composting, and Trash Bin Signage

WEB SITES

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

California Department of Resources Recycling and Recovery:

~~<http://www.calrecycle.ca.gov/ReduceWaste/Schools>~~ <https://www.calrecycle.ca.gov/Recycle/Schools>

California Division of State Architect: <http://www.dgs.ca.gov/dsa>

California Energy Commission: <http://www.energy.ca.gov>

California Environmental Protection Agency: <http://www.calepa.ca.gov>

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

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Policy Reference UPDATE Service

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CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3511.1(a)

INTEGRATED WASTE MANAGEMENT

Note: The following administrative regulation may be revised to reflect district practice.

For all applicable areas of district operations, the Superintendent or designee shall design an integrated waste management program that minimizes the generation of waste, encourages the recovery and diversion of reusable materials from the waste stream, improves efficiency in the utilization of natural and material resources, and protects the environment. The program shall implement measures and/or practices to:

1. Reduce the consumption of disposable materials, increase the composting of organic materials, and fully utilize all materials prior to disposal

(cf. 3510 - Green School Operations)

2. Recycle materials such as paper, glass, plastic, and aluminum

Note: Pursuant to Public Resources Code 42649.2, as added by AB 341 (Ch. 476, Statutes of 2011), any business, including a school, which generates more than four cubic yards of commercial solid waste per week (approximately the size of a 72 inch length, 51 inch width, and 56 inch rear height dumpster) is required to arrange for recycling services, to the extent that such services are available from a local provider, as stated in items a and b below. Commercial solid waste, as defined in 14 CCR 17225.12, means any type of solid waste generated by stores, offices, or other commercial sources.

Any school site or district facility which generates more than four cubic yards of commercial solid waste per week shall take at least one of the following actions: (Public Resources Code 42649.2; 14 CCR 17225.12)

- a. Source separate recyclable materials from solid waste and subscribe to a basic level of recycling service that may include collection, self-hauling, or other arrangements for the pickup of the recyclable materials
- b. Subscribe to a recycling service that may include mixed waste processing that yields diversion results comparable to source separation

Note: Pursuant to Public Resources Code 42642, the California Department of Resources Recycling and Recovery maintains on its web site a list of recycled and environmentally preferable products that may be used in the construction and modernization of school facilities.

3. Prefer recycled, **biodegradable**, and other environmentally preferable products when procuring materials for use in district schools and buildings or contracting for the construction or modernization of any district building

INTEGRATED WASTE MANAGEMENT (continued)*(cf. 3300 - Expenditures and Purchases)**(cf. 3311 - Bids)**(cf. 3312 - Contracts)**(cf. 7110 - Facilities Master Plan)*

4. Work with city, county, or other government agencies to locate markets for the district's reusable and recyclable materials

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)**(cf. 7131 - Relations with Local Agencies)*

5. Minimize the use of nonbiodegradable materials and work with vendors and contractors to use packaging and delivery materials that generate less waste

Recycling

Note: Pursuant to Public Resources Code 42649.2, as added by AB 341 (Ch. 476, Statutes of 2011), any business **or public entity**, including a school **or other district facility**, which generates ~~more than~~ four **or more** cubic yards of commercial solid waste per week (approximately the size of a 72-inch length, 51-inch width, and 56-inch rear height dumpster) is required to arrange for recycling services **in accordance with law**, to the extent that such services are available from a local provider, ~~as stated in items a and b below~~. Commercial solid waste, as defined in ~~14 CCR 17225.12~~ **Public Resources Code 42649.1**, means any type of solid waste generated by stores, offices, or other commercial **or public entity** source.

Any school site or district facility which generates ~~more than~~ four **or more** cubic yards of ~~commercial~~ solid waste per week shall take at least one of the following actions: (Public Resources Code **42649.1, 42649.2; 14 CCR 17225.12**)

1. Source separate recyclable materials from solid waste and subscribe to a basic level of recycling service that ~~may~~ includes collection, self-hauling, or other arrangements for the pickup of the recyclable materials
2. Subscribe to a recycling service ~~that~~ **which** may include mixed waste processing that yields diversion results comparable to source separation

Note: In September 2020, the California Department of Resources Recycling and Recovery (CalRecycle) determined, pursuant to Public Resources Code 42649.81, that the statewide disposal of organic waste has not been reduced to 50 percent of the 2014 level of disposal. Thus, any school facility that generates two or more cubic yards per week of solid waste is required to meet requirements pertaining to the recycling of organic waste as described below. CalRecycle's Frequently Asked Questions clarify that, for this purpose, the threshold applies to solid waste, recyclables, and organics.

CalRecycle also extended the exemption in Public Resources Code 42649.81 and 42649.83 for rural jurisdictions that adopt a resolution as specified. Districts in rural jurisdiction that have adopted such a resolution may delete the following paragraph.

INTEGRATED WASTE MANAGEMENT (continued)

Any school site or district facility which generates two or more cubic yards per week of solid waste, recyclables, and organics shall arrange for recycling services specifically for organic waste, including food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste. Such facilities shall take at least one of the following actions: (Public Resources Code 42649.8, 42649.81-42649.82, 42649.84)

- 1. Source separate organic waste from other waste and subscribe to a basic level of organic waste recycling service that includes collection and recycling of organic waste**
- 2. Recycle organic waste onsite or self-haul organic waste for recycling**
- 3. Subscribe to an organic waste recycling service that may include mixed waste processing that specifically recycles organic waste**
- 4. Make other arrangements to sell or donate recyclable organic waste materials**

Note: Public Resources Code 42649.2 and 42649.81 require a school or other district facility that generates at least four cubic yards of solid waste or two cubic yards of organic waste per week to provide recycling bins or containers to collect material purchased on the premises. According to CalRecycle's school poster, Recycling and Organics Recycling Guide for Schools, bins or containers must be placed where material is purchased on the premises for immediate consumption, such as areas where food is consumed.

Any school site or district facility that meets the above thresholds for solid or organic waste shall place a recycling bin or container for solid or organic waste, as applicable, in areas where food or other materials are purchased at the facility for immediate consumption. The recycling bin or container shall be: (Public Resources Code 42649.2, 42649.81)

- 1. Adjacent to each bin or container for nonrecyclable trash, except in restrooms**
- 2. Visible and easily accessible**

Note: Public Resources Code 42649.2 and 42649.81 require that each recycling bin or container be clearly marked with educational signage indicating what is appropriate to place in the bin or container. CalRecycle provides customizable signage for this purpose on its web site, or districts may contact their local government or waste hauler for signage.

- 3. Clearly marked with educational signage indicating appropriate items to be placed in the recycling bin or container in accordance with state law and the local jurisdiction's waste ordinances and practices**

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CSBA Sample Board Policy

All Personnel

BP 4112.42(a)

4212.42

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

4312.42

Note: State and federal law (Vehicle Code 34520; 49 CFR 382.101-382.605) require that any district employing school bus drivers establish a drug and alcohol testing program, with specified components, applicable to bus drivers and any other drivers of a commercial motor vehicle weighing over 26,000 pounds or designed to transport 16 or more passengers including the driver. All testing must be conducted in accordance with 49 CFR 40.1-40.413. For further information, see the web sites of the U.S. Department of Transportation (DOT) and the California Highway Patrol (CHP).

In addition, Vehicle Code 34520.3 requires **individuals employed as** drivers of **other** school transportation vehicles (i.e., vehicles that are not school buses, student activity buses, or youth buses and are used by the district for the primary purpose of transporting children), such as a van, to participate in the testing program to the same extent as required by law for school bus drivers. ~~The Legislative Counsel has issued an opinion that Vehicle Code 34520.3 applies only to employees whose primary job is transportation.~~ The district should consult legal counsel as necessary to determine applicability of this law to district employees.

The district's drug and alcohol testing program is subject to compliance inspections conducted by the CHP. It is recommended that the district review the CHP's Controlled Substances and Alcohol Testing Compliance Checklist to assess whether its program fulfills legal requirements.

The Governing Board desires to ensure that district-provided transportation is safe for students, staff, and the public. To that end, the Superintendent or designee shall establish a drug and alcohol testing program designed to prevent the operation of buses or the performance of other safety-sensitive functions by a driver who is under the influence of drugs or alcohol, including a driver of a school bus, student activity bus, or other school transportation vehicle or any other employee who holds a commercial driver's license which is necessary to perform duties related to district employment.

(cf. 3540 - Transportation)

(cf. 3542 - School Bus Drivers)

(cf. 3543 - Transportation Safety and Emergencies)

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

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

A driver shall not report for duty or remain on duty when **he/she the driver** has used any drug listed in 21 CFR 1308.11. A driver is also prohibited from reporting for duty or remaining on duty when **he/she the driver** has used any drug listed in 21 CFR 1308.12-1308.15, unless **he/she the driver** is using the drug under the direction of a physician who has advised **him/her the driver** that the substance will not adversely affect the driver's ability to safely operate a bus. **(49 CFR 382.213)**

In addition, a driver shall not consume alcohol while on duty **and/or performing safety-sensitive functions**, or for four hours prior to on-duty time. (49 CFR **382.201-382.209, 382.213-382.205, 382.207**)

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

Note: 49 USC 31306 and 49 CFR 382.301-382.311 require that certain types of tests be part of the district's drug and alcohol testing program. See the accompanying administrative regulation for requirements applicable to each test.

Pursuant to 49 CFR 382.301, the district may, but is not required to, conduct pre-employment alcohol testing. The following paragraph should be revised by districts that choose to conduct such testing.

Drivers shall submit to drug and alcohol testing as required under federal law and specified in the accompanying administrative regulation. The district's testing program for drivers shall include pre-employment drug testing and reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing of drivers. (49 USC 31306; 49 CFR 382.301-382.311)

Note: Pursuant to 49 CFR 40.11, districts are responsible for implementing the drug and alcohol testing program. They may do this using their own employees, contracting for services, or joining together in a consortium with other employers. The following **optional** paragraph provides that the district will contract for such services and may be revised by districts that use alternative methods.

The Board shall contract for testing services upon verifying that the personnel are appropriately qualified and/or certified and that testing procedures conform to federal regulations.

Except as otherwise provided by law, the Superintendent or designee shall not release individual test results or medical information about a driver to a third party without the driver's specific written consent. (49 CFR 40.321)

Consequences Based on Test Results

No driver shall be temporarily removed from the performance of safety-sensitive functions based only on a laboratory report of a confirmed positive test for a drug or drug metabolite before the certified medical review officer has completed verification of the test results, unless the district has obtained a waiver from the Federal Motor Carrier Safety Administration. (49 CFR 40.3, 40.21, 382.107, 382.119)

Any driver for whom the district receives a verified positive drug test result who refuses to take a required drug or alcohol test, tests positive for drugs, or who is found to have a blood alcohol concentration level that exceeds the levels specified in law of 0.04 or higher shall be immediately removed from performing safety-sensitive functions in accordance with 49 CFR 40.23 and 382.211. An alcohol concentration between 0.02 and 0.04 requires temporary removal of the bus driver for a 24-hour period following the test. Any driver who refuses to take a required drug or alcohol test shall not be permitted to perform or continue to perform safety-sensitive functions. (49 CFR 40.23, 382.211)

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

Note: Pursuant to 49 CFR 40.21 and 382.119, before temporarily removing a driver from safety sensitive functions, the district must receive verification of the test results from a licensed physician certified as a medical review officer, unless a waiver of this requirement has been obtained from the Federal Motor Carrier Safety Administration.

No driver shall be temporarily removed from the performance of safety sensitive functions based only on a laboratory report of a confirmed positive test before the certified medical review officer has completed verification of the test results, unless the district has obtained a waiver. (49 CFR 40.21, 382.107, 382.119)

Not later than five days after receiving notification of the test result or refusal to comply, the Superintendent or designee shall report any refusal, failure to comply, or positive test result to the California Department of Motor Vehicles (DMV) using a form approved by the DMV. (Vehicle Code 13376)

A driver who has violated federal drug and alcohol regulations may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the district's collective bargaining agreement.

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

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

Note: Pursuant to Vehicle Code 13376, upon receiving a report of a driver's refusal, failure to comply, or positive test result, the California Department of Motor Vehicles will revoke the driver certificate or refuse to approve an initial application for a certificate. An exception exists for a driver who complies with a rehabilitation or return-to-duty program that meets the requirements of federal regulations. For purposes of retaining a his/her certificate, the driver may participate in such a program only once within a three-year period.

The following paragraph is **optional**. Pursuant to 49 CFR 40.289, the district is not required to provide education and treatment services to any driver. However, if the district offers the driver an opportunity to return to work following a violation, then it must ensure that the driver receives an evaluation by a qualified substance abuse professional and successfully complies with the evaluation recommendations. Responsibility for payment for evaluation and services is to be determined by the district and driver and may be governed by a collective bargaining agreement and health care benefits.

Any driver who refuses, fails to comply, or has a positive test result may be referred to an education and treatment program that meets the requirements of 49 CFR 40.281-40.313. **Any driver provided with an opportunity to return to a safety-sensitive duty following a violation shall be evaluated by a qualified substance abuse professional and complete the evaluation recommendations before returning to such duty. (49 CFR 40.289)**

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

If the substance abuse professional recommends that **further and** ongoing services are needed to assist the driver to maintain sobriety or abstinence from drug use, the Superintendent or designee shall require the driver to participate in the recommended services as part of a return-to-duty agreement and shall monitor **his/her the driver's** compliance. Any drop from a rehabilitation or return-to-duty program or a subsequent positive test result shall be reported to the DMV. (Vehicle Code 13376; 49 CFR 40.285, 40.287, 40.303, 382.605)

(cf. 4159/4259/4359 - Employee Assistance Programs)

(cf. 4161/4261/4361 - Leaves)

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

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

(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)

(cf. 4261.1 - Personal Illness/Injury Leave)

~~A driver who has violated federal drug and alcohol regulations may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the district's collective bargaining agreement.~~

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

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

Voluntary Self-Identification

Note: The following section is for use by districts that choose to establish a voluntary self-identification policy or program, pursuant to 49 CFR 382.121, which relieves drivers who admit alcohol or drug misuse from the federal requirements for referral, evaluation, and treatment contained in 49 CFR 40.281-40.313. If the district chooses to establish such a program, it is **mandated** to adopt a written policy containing the provisions specified in items #1-3 below. Pursuant to 49 CFR 382.121, the district's program may also include employee monitoring and non-DOT follow-up testing. If the district chooses to incorporate these elements, it should add them to this list.

Whenever a driver admits to alcohol or drug misuse under the district's voluntary self-identification program, the Superintendent or designee shall ensure all of the following: (49 CFR 382.121)

1. No adverse action shall be taken against the driver by the district.
2. The driver shall be allowed sufficient opportunity to seek evaluation, education, or treatment to establish control over **his/her the** drug or alcohol problem.
3. The driver shall be permitted to participate in safety-sensitive functions only after:

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

- a. Successfully completing an education or treatment program, as determined by a drug and alcohol abuse evaluation expert, such as an employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor
- b. Undergoing a return-to-duty test with a result indicating an alcohol concentration of less than 0.02 and/or a verified negative result for drug use

A driver who admits to alcohol or drug misuse shall not be subject to federal requirements related to referral, evaluation, and treatment, provided that ~~he/she~~ **the driver** does not self-identify in order to avoid drug or alcohol testing, makes the admission prior to performing a safety-sensitive function, and does not perform a safety-sensitive function until ~~he/she~~ **the driver** has been evaluated and has successfully completed education or treatment requirements in accordance with program guidelines. (49 CFR 382.121)

Legal Reference: (see next page)

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

GOVERNMENT CODE

8355 Drug-free workplace; employee notification

VEHICLE CODE

13376 Driver certificates; revocation or suspension

34500-34520.5 Safety regulations

CODE OF REGULATIONS, TITLE 13

1200-~~1293-1294~~ Motor carrier safety, especially:

1213.1 Placing drivers out-of-service

UNITED STATES CODE, TITLE 41

8101-8106 Drug-Free Workplace Act

UNITED STATES CODE, TITLE 49

31306 Alcohol and drug testing

CODE OF FEDERAL REGULATIONS, TITLE 21

1308.11-1308.15 Controlled substances

CODE OF FEDERAL REGULATIONS, TITLE 49

40.1-40.413 Procedures for transportation workplace drug and alcohol testing programs

382.101-382.~~605-727~~ Drug and alcohol use and testing; especially:

382.205 On-duty use

382.207 Pre-duty use

382.209 Use following an accident

Management Resources:

CALIFORNIA HIGHWAY PATROL PUBLICATIONS

Controlled Substances and Alcohol Testing Compliance Checklist, 20072017

What is CSAT? Controlled Substances and Alcohol Testing, 20052016

WEB SITES

California Department of Motor Vehicles: <https://www.dmv.ca.gov>

California Highway Patrol: <http://www.chp.ca.gov>

Commercial Driver's License Drug and Alcohol Clearinghouse: <https://clearinghouse.fmcsa.dot.gov>

Federal Motor Carrier Safety Administration: <http://www.fmcsa.dot.gov>

U.S. Department of Transportation, Office of Drug and Alcohol Policy and Compliance:

<http://www.dot.gov/ost/dapc>

CSBA Sample Administrative Regulation

All Personnel

AR 4112.42(a)

4212.42

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

4312.42

Note: The following administrative regulation reflects state and federal requirements (Vehicle Code 34520; 49 CFR 40.1-40.413, 382.101-382.605) for drug and alcohol testing of school bus drivers, including pre-employment, post-accident, random, reasonable suspicion, return-to-duty, and follow-up testing. Pursuant to 49 CFR 40.27, the district must not require a driver to sign a consent, release, waiver of liability, or indemnification agreement with respect to any part of the drug or alcohol testing process.

Definitions

Note: Regardless of state medical or recreational marijuana laws, marijuana remains an illegal drug under the Controlled Substances Act and use of it by a driver remains a violation of federal drug testing regulations.

For purposes of drug testing required by the U.S. Department of Transportation (DOT), ~~drugs included in the tests are~~ marijuana, cocaine, amphetamines, phencyclidine (PCP), and **opioids opiates**. (49 CFR 40.3, 40.85, 382.107)

Alcohol concentration ~~or level~~ **(or content)** means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath **as indicated by an evidential breath test**. ~~For purposes of the DOT alcohol testing program, an alcohol level between 0.02 and 0.04 requires removal of the bus driver for a 24-hour period following the test. An alcohol level of 0.04 or higher requires immediate removal of the driver from performing safety-sensitive functions until the driver has successfully completed the return-to-duty process.~~ (49 CFR **40.3**, 382.107, ~~382.201, 382.505~~)

Safety-sensitive function means all time from the time ~~he/she~~ **the driver** begins to work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. Safety-sensitive functions include, but are not limited to, all time driving or otherwise in the bus **or other school transportation vehicle**; waiting at a district facility to be dispatched; inspecting, servicing, or conditioning the **bus vehicle** or **bus vehicle** equipment; loading or unloading the **bus vehicle**; supervising or assisting in the loading or unloading of the **bus vehicle**; and repairing, obtaining assistance, or remaining in attendance upon a disabled **bus vehicle**. (49 CFR 382.107)

(cf. 3540 - Transportation)

(cf. 3542 - School Bus Drivers)

(cf. 3543 - Transportation Safety and Emergencies)

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

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

Designated Employer Representative

Note: 49 CFR 40.35 and 40.215 require the district to identify a "designated employer representative" to perform the duties specified in 49 CFR 40.3. The following paragraph may be revised to reflect the title of the employee so designated.

The Superintendent or designee shall identify a designated employer representative **who is authorized to take immediate action to remove drivers from safety-sensitive functions and to make required decisions in the testing and evaluation processes. The designated employer representative shall also be responsible for receiving test results and other communications. The name and telephone number of the designated employer representative shall be provided** and shall provide his/her name and telephone number to the testing contractor to contact about any problems or issues that may arise during the testing process. (49 CFR 40.35, 40.215)

Pre-employment Testing

Note: Pursuant to 49 CFR 382.701, districts are required to conduct a pre-employment query using the Commercial Driver's License Drug and Alcohol Clearinghouse's online database, available on its web site, to obtain information about an applicant. Pursuant to 49 CFR 40.25 and 382.413, districts must also, until January 6, 2023, continue to request a driver's drug and alcohol testing record from any employer who has employed the driver during the previous three years.

When hiring a new driver, the Superintendent or designee shall, with the driver's written consent, **conduct a pre-employment query using the Commercial Driver's License Drug and Alcohol Clearinghouse to obtain information about whether the driver has committed a violation of federal drug or alcohol regulations. (49 CFR 382.701)**

The Superintendent or designee shall also, with the driver's consent, request the driver's past drug and alcohol testing record, as specified in 49 CFR 40.25 and **382.413**, from any employer who has employed the driver at any time during the previous ~~two~~ **three** years. **To the extent practicable, the Superintendent or designee shall obtain and review such information before the driver first performs safety-sensitive functions.** In addition, the Superintendent or designee shall ask the driver if ~~he/she tested~~ **there was a** positive **test**, or ~~refused a refusal~~ to test, on any pre-employment drug or alcohol test that was administered during the past two years in the course of applying for another safety-sensitive transportation position ~~that he/she did not obtain~~ **was not obtained. (49 CFR 40.25, 382.413)**

The driver shall not be permitted to perform safety-sensitive functions if ~~he/she~~ **the driver** refuses to provide consent to obtain the information from previous employers **or from the Clearinghouse;** the information from previous employers is not received within 30 days of

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

the date on which the driver first performed safety-sensitive functions for the district;⁵ or the driver, **the Clearinghouse**, or a previous employer reports a violation of a drug or alcohol regulation without subsequent completion of the return-to-duty process. (49 CFR 40.25, 382.413, **382.701, 382.703**)

~~Upon making a contingent offer of employment to a driver and prior to the first time the driver performs safety sensitive functions for the district, the Superintendent or designee shall require the~~ **A driver whom the district intends to hire or use shall** ~~to~~ undergo testing for drugs and ~~to~~ receive a verified negative test result **prior to the first time the driver performs safety-sensitive functions for the district.** This testing requirement may be waived if all of the following conditions exist: (49 CFR 382.301)

1. The driver has participated in a qualified drug testing program within the previous 30 days.
2. While participating in the program, the driver either was tested within the past six months **from the date of application** or participated in a random drug testing program for the previous 12 months **from the date of application.**
- ~~3. The Superintendent or designee has contacted the testing program(s) in which the driver has participated and has obtained information about the program and the driver's participation as specified in 49 CFR 382.301.~~
- 34.** No prior employer of the driver of whom the district has knowledge has records of the driver's violation of federal drug testing regulations within the previous six months.

The Superintendent or designee **shall contact** ~~has contacted~~ the testing program(s) in which the driver has participated and **obtain** ~~has obtained~~ information about the program and the driver's participation as specified in 49 CFR 382.301.

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

Post-Accident Testing

As soon as practicable following an accident involving a school bus or student activity bus, the Superintendent or designee shall ensure that the driver involved is tested for alcohol and/or drugs under either of the following conditions: (49 CFR 382.303)

1. The accident involved loss of human life.
2. The driver receives a citation for a moving traffic violation **within eight hours of the accident** and the accident involved bodily injury to a person who required immediate medical treatment away from the scene of the accident and/or disabling damage to one or more vehicles requiring towing.

The Superintendent or designee shall attempt to administer a required alcohol test up to eight hours following the accident and/or a drug test up to 32 hours following the accident. The results of an alcohol or drug test conducted by federal, state, or local officials having independent authority for the test shall be considered to meet this requirement. If the alcohol test is not administered within two hours following the accident, or the test for drugs is not administered within 32 hours following the accident, the Superintendent or designee shall make a record stating the reasons the test was not promptly administered. (49 CFR 382.303)

No driver required to take a post-accident alcohol test pursuant to 49 CFR 382.303 shall use alcohol for eight hours following the accident or until the driver undergoes a post-accident alcohol test, whichever occurs first. (49 CFR 382.209)

Random Testing

Note: The district may revise the following paragraph to specify the method by which it will select drivers for random drug and alcohol testing. Pursuant to 49 CFR 382.305, the district must randomly select drivers for testing using a scientifically valid method such as a random number table or a computer-based random number generator that is matched with drivers' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. Pursuant to 49 CFR 40.347, the district may contract with a third-party administrator or join a consortium of employers to operate the random selection process.

The Superintendent or designee shall ensure that random, unannounced drug and alcohol tests of bus drivers are conducted on testing dates reasonably spread throughout the year.

Such tests shall be **unannounced and** conducted during, immediately before, or immediately after the performance of safety-sensitive functions. (49 CFR 382.305)

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

Note: Pursuant to 49 CFR 382.305, the district must annually test at least 10 percent of district drivers for alcohol and at least **25 50** percent for drugs. However, the minimum required percentage is subject to change as determined necessary by the Federal Motor Carrier Safety Administration (FMCSA). Any such change will be published in the Federal Register and on the FMCSA's web site and will be effective starting January 1 following such publication. **For 2018, the minimum percentage rates remain at 10 percent for alcohol and 25 percent for controlled substances.**

The Superintendent or designee shall ensure that the percentage of district drivers randomly tested for drugs and alcohol meets or exceeds the minimum annual percentage rates specified in 49 CFR 382.305 or subsequently published in the Federal Register.

Each driver selected for random testing shall have an equal chance of being tested each time selections are made. (49 CFR 382.305)

Each driver who is selected for testing shall proceed to the test site immediately or, if performing a safety-sensitive function other than driving a bus, then as soon as possible after ceasing that function. (49 CFR 382.305)

Reasonable Suspicion Testing

Note: The following section may be revised to reflect the position (e.g., driver's supervisor or other district employee) authorized and trained to make observations for reasonable suspicion drug or alcohol testing.

A driver shall be required to submit to a drug or alcohol test whenever the Superintendent or designee has reasonable suspicion that the driver has violated the prohibitions against the use of drugs or alcohol. Such reasonable suspicion shall be based on specific, contemporaneous, articulable observations, conducted during, immediately before, or immediately after the performance of safety-sensitive functions, concerning the driver's appearance, behavior, speech, and/or body odors. Reasonable suspicion of drug use may also include indications of the chronic and withdrawal effects of drugs. (49 CFR 382.307)

The person who makes the required observations for reasonable suspicion testing for drugs or alcohol shall be trained in accordance with 49 CFR 382.603. The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not be the same person who conducts the alcohol test. (49 CFR 382.307)

Within 24 hours of the observed behavior or before the results of the drug or alcohol test are released, whichever is earlier, ~~the Superintendent or designee shall prepare and sign~~ a written record of the observations leading to a reasonable suspicion test **shall be made and signed by the person who made the observations.** (49 CFR 382.307)

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

An alcohol test required as a result of reasonable suspicion shall be administered within eight hours following the determination of reasonable suspicion. If the test is not administered within two hours, the Superintendent or designee shall prepare and maintain on file a record stating the reasons the test was not promptly administered. (49 CFR 382.307)

In the absence of a reasonable suspicion alcohol test, the district shall take no action against a driver based solely on the driver's behavior and appearance, except that the driver shall not be allowed to report for or remain on safety-sensitive functions until an alcohol test is administered and the results show a concentration less than 0.02 or 24 hours have elapsed following the determination of reasonable suspicion. (49 CFR 382.307)

Return-to-Duty Testing

Note: Pursuant to 49 CFR 40.305, the district may return a driver to safety-sensitive functions after **he/she the driver** completes required education and treatment services as described in the accompanying Board policy and a return-to-duty drug or alcohol test. Such personnel decisions may be subject to collective bargaining or other legal requirements.

The Superintendent or designee may permit a driver who has violated federal drug or alcohol regulations to return to safety-sensitive functions after the driver has successfully complied with the education and treatment services prescribed by a substance abuse professional and has **a**-taken a return-to-duty drug or alcohol test. The driver shall not resume performance of safety-sensitive functions unless the drug test shows a negative result and/or the alcohol test shows a concentration of less than 0.02. (49 CFR 40.305, 382.309)

Follow-Up Testing

Note: Pursuant to 49 CFR 40.307, after a driver successfully complies with education and treatment services, the substance abuse professional will prescribe a follow-up testing plan and will present that plan to the designated employer representative. The plan must direct that the driver be subject to at least six unannounced follow-up tests in the first 12 months following the driver's return to safety-sensitive functions.

Upon receiving a written follow-up testing plan from a substance abuse professional, the Superintendent or designee shall determine the actual dates for follow-up testing consistent with those recommendations and shall ensure that such tests are unannounced and follow no discernable pattern as to their timing. No additional tests beyond those included in the plan shall be imposed by the district. (49 CFR 40.307-40.309, 382.111)

Mandatory Reporting and Annual Queries to the Drug and Alcohol Clearinghouse

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

The Superintendent or designee shall report to the Clearinghouse any violation of federal drug and alcohol regulations, any refusal to test, and other required information by the close of the third business day following the date on which the information was obtained. (49 CFR 382.705)

The Superintendent or designee shall conduct a query using the Clearinghouse at least once a year for all drivers to determine whether information exists in the Clearinghouse about the drivers. (49 CFR 382.701)

In lieu of a full query, the Superintendent or designee may obtain the individual driver's consent to conduct a limited query that is effective for more than one year and informs the district about whether there is information about the driver in the Clearinghouse without releasing that information to the district. If the limited query shows that information exists in the Clearinghouse about the individual driver, the Superintendent or designee shall conduct a full query within 24 hours of conducting the limited query. If a full query is not conducted within 24 hours, the driver may not perform any safety-sensitive function until the results from a full query confirm that the driver may perform such functions. (49 CFR 382.701)

A driver may not perform any safety-sensitive function if the results of a Clearinghouse query demonstrate that the driver has committed a violation of federal drug or alcohol regulations. (49 CFR 382.701)

Notifications

Note: Pursuant to 49 CFR 382.601, the district is **mandated** to adopt policy and procedures pertaining to misuse of drugs and alcohol and to provide these materials to each driver. When conducting compliance inspections, the **CHP-California Highway Patrol** reviews whether district policy or regulations contain all of items #1-~~11~~**12** below.

The Superintendent or designee shall provide each driver with materials explaining the federal regulations and the district's policy and procedure related to drug and alcohol testing and shall notify representatives of employee organizations of the availability of this information. This information shall include a detailed discussion of at least the following: (49 CFR 382.113, 382.303, 382.601)

1. The identity of the person designated by the district to answer driver questions about the materials
2. The categories of drivers who are subject to drug and alcohol testing

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

3. Sufficient information about the safety-sensitive functions performed by those drivers to make clear what period of the workday the driver is required to be in compliance
4. Specific information concerning prohibited driver conduct
5. The circumstances under which a driver will be tested for drugs and/or alcohol, including post-accident testing
6. The procedures that will be used to test for the presence of drugs and alcohol, protect the driver and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct driver
7. The requirement that a driver submit to drug and alcohol tests
8. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences
9. The consequences for drivers found to have violated the prohibitions against drug or alcohol use, including the circumstances under which drivers will be removed immediately from safety-sensitive functions and the requirements for education, treatment, and return-to-duty testing
10. The consequences for drivers found to have a blood alcohol concentration between 0.02 and 0.04
11. Information concerning the effects of drug and alcohol use on an individual's health, work, and personal life; signs and symptoms of a drug or alcohol problem (the driver's or a co-worker's); and available methods of intervening when a drug or alcohol problem is suspected, including confrontation, referral to any employee assistance program, and/or referral to management
- 12. The requirement that personal information collected and maintained pursuant to 49 CFR 382 shall be reported to the Clearinghouse**

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

Each driver shall sign a statement certifying ~~that he/she has received~~ receipt of a copy of the above materials. The Superintendent or designee shall maintain the original of the signed certificate and may provide a copy of the certificate to the driver. (49 CFR 382.601)

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

In addition, prior to administering each alcohol or drug test, the driver shall be notified that the test is required pursuant to Title 49, Part 382, of the Code of Federal Regulations. (49 CFR 382.113)

The driver shall be notified of the results of drug and alcohol tests in accordance with 49 CFR 382.411.

Records

Note: 49 CFR 40.333 and 382.401 specify the records that must be retained by the district and how long each record must be retained (i.e., one year, two years, three years, five years, or indefinitely). Upon receiving a request from the FMCSA to inspect any such record, the district must make the record(s) available for inspection at the district office within two business days.

The Superintendent or designee shall maintain records of the district's drug and alcohol testing program in accordance with 49 CFR 40.333 and 382.401. Such records shall be maintained in a secure location with controlled access and shall be disclosed only in accordance with 49 CFR 382.405.

(cf. 3580 - District Records)

CSBA Sample Board Policy

Certificated and Classified Personnel

BP 4141(a)
4241

COLLECTIVE BARGAINING AGREEMENT

Note: The following **optional** policy addresses the implementation of the collective bargaining agreement adopted by the Governing Board following a process of negotiations with the exclusive representatives of employees. See BP 4143/4243 - Negotiations/Consultation for information about the bargaining process.

The Governing Board recognizes that collective bargaining agreements are legally binding, bilateral agreements with the exclusive representatives of employees pertaining to terms and conditions of employment. The Board is committed to carrying out the provisions of each agreement and expects the agreements to be consistently and uniformly administered.

(cf. 4140/4240/4340 - Bargaining Units)
(cf. 4143/4243 - Negotiations/Consultation)

Note: Districts should consider deleting policies and administrative regulations on topics covered in collective bargaining agreements or retaining them only after determining that the provisions in the policy or regulation are consistent with the adopted agreements. Some policies or regulations may also need to be retained and/or modified when they pertain to unrepresented employees. Should a contract and a policy conflict, the district may be required to grant the benefits in both documents, even if the district believed that the contract was intended to supersede the policy. See BB 9310 - Board Policies.

If the district has adopted a merit system pursuant to Education Code 45220-45320, then its classified employees are subject to the rules prescribed by the district's personnel commission, except when the subject matter is within the scope of representation and is included in a negotiated agreement. Such districts may revise the following paragraph to clarify that the negotiated agreement supersedes any conflicting rules of the personnel commission.

In United Teachers of Los Angeles v. Los Angeles Unified School District, the California Supreme Court held that a provision in a collective bargaining agreement that directly conflicts with the Education Code cannot be enforced.

~~Education Code 35036 prohibits the Board from entering into a collective bargaining agreement that, after April 15 prior to the school year that a teacher's transfer would become effective, assigns priority to a teacher who requests to be transferred to another school over other qualified teachers who have applied for positions requiring certification qualifications at that school. See BP 4114 - Transfers.~~

Following adoption of the collective bargaining agreement, the Superintendent or designee shall review related Board policies and recommend to the Board any action needed to maintain consistency with the agreement. Whenever a Board policy conflicts with a provision in the collective bargaining agreement, the agreement shall be binding for those employees covered by the terms of the agreement. **Whenever a law conflicts with a provision in the collective bargaining agreement, the law will prevail as to those employees for whom the law applies.**

(cf. 9310 - Board Policies)

COLLECTIVE BARGAINING AGREEMENT (continued)

Upon request by the Public Employment Relations Board, the Superintendent or designee shall provide, within 15 days of the request, a copy of the written agreement and any amendments. (8 CCR 32120)

Legal Reference:

EDUCATION CODE

35035 *Additional powers and duties of superintendent, transfer authority*

35036 *Voluntary transfers*

35160 *Authority of governing boards*

35160.1 *Broad authority of school districts*

45220-45320 *Merit system, classified employees*

GOVERNMENT CODE

3540-3549.3 *Educational Employment Relations Act*

CODE OF REGULATIONS, TITLE 8

31001-32997 *Regulations of employee relations boards*

COURT DECISIONS

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

United Teachers of Los Angeles v. Los Angeles Unified School District (2012) 54 Cal. 4th 504

Round Valley Teachers Association (1996) 13 Cal. 4th 269

Management Resources:

WEB SITES

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

California Public Employee Relations: <http://cper.berkeley.edu>

Center for Collaborative Solutions: <http://www.cscscenter.org>

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

State Mediation and Conciliation Service (SMCS): <http://www.dir.ca.gov/csmcs/smcs.html>

(10/95 3/07) 6/21

CSBA Sample Board Policy

All Personnel

BP 4158(a)

4258

EMPLOYEE SECURITY

4358

Note: Pursuant to Government Code 3543.2, safety conditions in employment are a mandatory subject of collective bargaining. The following Board policy and accompanying administrative regulation ~~are optional~~ **and** may be revised to reflect district practice **and the terms of the district's collective bargaining agreements.**

The Governing Board desires to provide a safe and orderly work environment for all employees. As part of the district's comprehensive safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing necessary assistance and support when emergency situations occur.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515 - Campus Security)

(cf. 5131.4 - Student Disturbances)

Any person who threatens the safety of others at any district facility may be removed by the Superintendent or designee in accordance with AR 3515.2 - Disruptions.

(cf. 3515.2 - Disruptions)

Note: Code of Civil Procedure 527.8 allows the district to seek a temporary restraining order and injunction on behalf of an employee against any other individual who has subjected the employee to unlawful violence or a credible threat of violence in the workplace. In City of San Jose v. William Garbett, a California Court of Appeal held that a court's issuance of a temporary restraining order and injunction against a person who had verbally threatened a city official was not a violation of that person's right to free speech and right of access to a public place.

Pursuant to Penal Code 18150 and 18170, a gun violence restraining order prohibiting a person from owning, having custody or control of, purchasing, possessing, or receiving a firearm or ammunition may be petitioned by that person's employer, a coworker who has had substantial and regular interactions with the person for at least one year and has the employer's approval, or an employee or teacher of a secondary school that the person has attended in the past six months if the employee or teacher has obtained the approval of a school administrator or designee.

Any employee against whom violence or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. As appropriate, the Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace. **Such measures may include seeking a temporary restraining order on behalf of the employee pursuant to Code of Civil Procedure 527.8 and/or a gun violence restraining order pursuant to Penal Code 18150 and 18170.**

EMPLOYEE SECURITY (continued)

Upon request by an employee who is a victim of domestic violence, sexual assault, or stalking, the Superintendent or designee shall provide reasonable accommodations in accordance with Labor Code 230-230.1 and the accompanying administrative regulation to protect the employee's safety while at work.

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

Note: Pursuant to Education Code 48904 and 48905, provides that an employee who is injured or whose property is damaged by willful misconduct of a district student under the conditions described below may request that the district pursue legal action against the student, or his/her the student's parent/guardian, pursuant to Education Code 48904. Education Code 48904 provides that a parent/guardian will be liable for damages caused by his/her minor child's willful misconduct resulting in injury to a district student, employee, or volunteer or damage to district or employee property. Also - See BP 3515.4 - Recovery for Property Loss or Damage and AR 5125.2 - Withholding Grades, Diploma or Transcripts. The district should consult legal counsel when considering whether to pursue legal action.

The Superintendent or designee may pursue legal action on behalf of an employee against a student or his/her the student's parent/guardian to recover damages for injury to the employee's person or his/her property caused by the student's willful misconduct that occurred on district property, at a school or district activity, or in retaliation for lawful acts of the employee in the performance of his/her the employee's duties. (Education Code 48904, 48905)

(cf. 3320 - Claims and Actions Against the District)
(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)
(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

The Superintendent or designee shall ensure that employees receive training provide staff development in crisis prevention and intervention techniques, which in order to protect themselves and students. Staff development may include training in classroom management, effective communication techniques, procedures for responding to an active shooter situation, and crisis resolution.

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

In accordance with law, the Superintendent or designee also shall inform teachers, in accordance with law, administrators, and/or counselors of crimes and offenses committed by students who may pose a danger in the classroom. (Education Code 48201, 49079; Welfare and Institutions Code 827)

EMPLOYEE SECURITY (continued)

The Superintendent or designee may make available at appropriate locations, including, but not limited to, district and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement and others when emergencies occur.

(cf. 5141 - Health Care and Emergencies)

Use of Pepper Spray

Note: The following section is **optional** and may be revised to reflect district practice. Penal Code 22810 authorizes adults, with certain exceptions, to carry an approved tear gas weapon such as pepper spray for purposes of self-defense. Penal Code 626.9 and 626.10, which prohibit the possession of weapons on school grounds, do not prohibit the possession of pepper spray on school grounds. Thus, the Governing Board may determine whether to allow or disallow, with certain exceptions, the possession of pepper spray on school property or at school activities. See the accompanying administrative regulation for related procedures.

Employees shall not carry or possess pepper spray on school property or at school activities, except when authorized by the Superintendent or designee for self-defense purposes. When allowed, an employee may only possess pepper spray in accordance with administrative regulations and Penal Code 22810. Any employee who is negligent or careless in the possession or handling of pepper spray shall be subject to appropriate disciplinary measures.

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

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

Reporting of Injurious Objects

Note: The following **optional** section specifies actions to be taken in the event an employee becomes aware of any person who is in possession of an injurious object, and is consistent with the actions described in AR 5131.7 - Weapons and Dangerous Instruments related to student possession.

Pursuant to Education Code 49334, a school employee who **initially** notifies law enforcement regarding a student or adult who is in possession of an injurious object while on school grounds or under the authority of school personnel cannot be subject to any civil or administrative proceeding, including disciplinary action, for **such action violation of any district policy or procedure related to the notification of a law enforcement agency. Education Code 49334 requires such an employee to conform with district procedures after exercising the option to notify a law enforcement agency.**

~~The Board requires employees to~~ **Employees shall** take immediate action upon being made aware that any person is in possession of a weapon or unauthorized injurious object on school grounds or at a school-related or school-sponsored activity. ~~The e~~**Employees** shall ~~use his/her own~~ **exercise their best** judgment as to the potential danger involved and shall do one of the following:

EMPLOYEE SECURITY (continued)

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal, who shall take appropriate action
3. Immediately call 911 and the principal

(cf. 3515.7 - Firearms on School Grounds)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5144 - Discipline)

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

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

When informing the principal about the possession or seizure of a weapon or dangerous device, **the an** employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

Legal Reference:

EDUCATION CODE

32210-32212 *Willful disturbance, public schools or meetings*

32225-32226 *Communication devices*

35208 *Liability insurance*

35213 *Reimbursement for loss, destruction or damage of school property*

44014 *Report of assault by pupil against school employee*

44807 *Duty concerning conduct of students*

48201 *Transfer of student records*

48900-48926 *Suspension or expulsion*

49079 *Notification to teacher; student who has engaged in acts re: grounds suspension or expulsion*

49330-49335 *Injurious objects*

CIVIL CODE

51.7 *Freedom from violence or intimidation*

CODE OF CIVIL PROCEDURE

527.8 *Workplace violence safety*

GOVERNMENT CODE

995-996.4 *Defense of public employees*

3543.2 *Scope of representation*

12926 Definitions

LABOR CODE

230-230.2 Leave for victims of domestic violence, sexual assault, or specified felonies

PENAL CODE

71 *Threatening public officers and employees and school officials*

240-246.3 *Assault and battery, especially:*

241.3 *Assault against school bus drivers*

Legal Reference continued: (see next page)

EMPLOYEE SECURITY (continued)

Legal Reference: (continued)

PENAL CODE (continued)

- 241.6 Assault on school employee including board member
- 243.3 Battery against school bus drivers
- 243.6 Battery against school employee including board member
- 245.5 Assault with deadly weapon against school employee including board member
- 290 Registration of sex offenders
- 601 Trespass by person making credible threat
- 626-626.11 School crimes
- 646.9 Stalking

18150 Gun violence restraining orders

18170 Gun violence restraining order issued after notice and hearing

22810 Purchase, possession, and use of tear gas

WELFARE AND INSTITUTIONS CODE

827 Juvenile court proceedings; reports; confidentiality

828.1 District police or security department, disclosure of juvenile records

COURT DECISIONS

City of San Jose v. William Garbett, (2010) 190 Cal. App. 4th 526

Management Resources:

WEB SITES

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

California Department of Education, Safe Schools **and Violence Prevention Office:**

<http://www.cde.ca.gov/ls/ss>

CSBA Sample Administrative Regulation

All Personnel

AR 4158(a)

4258

EMPLOYEE SECURITY

4358

An employee may use reasonable and necessary force for self-defense or defense of another person, to quell a disturbance threatening physical injury to others or damage to property, or to obtain possession of weapons or other dangerous objects within the control of a student. (Education Code 44807, 49001)

(cf. 3515.2 - Disruptions)

(cf. 3515.3 - District Police/Security Department)

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 3530 - Risk Management/Insurance)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5144 - Discipline)

Note: Pursuant to Education Code 44014, it is the duty of an employee and his/her immediate supervisor to report to law enforcement any attack, assault, or physical threat made against the employee by a student. Failure to report such an attack, assault, or physical threat is an infraction punishable by a fine. It is also an infraction for a Governing Board member or employee to prevent the filing of the report or to impose any sanction against an employee for so doing.

Although the law only requires employees to report attacks, assaults, or threats made by students, the following paragraph requires employees to report any attack, assault, or threat made against them by any other individual on school grounds.

An employee shall promptly report to the principal or other immediate supervisor any attack, assault, or physical threat made against ~~him/her~~ **the employee** by a student or by any other individual in relation to the ~~employee's~~ performance of ~~his/her~~ **the employee's** duties, and any action the employee took in response. ~~When appropriate, the employee and the principal or other immediate supervisor shall report the incident to law enforcement.~~ Reports of **an** attack, assault, or threat shall be forwarded immediately to the Superintendent or designee.

Note: Pursuant to Education Code 44014, it is the duty of an employee and ~~his/her~~ **the employee's** immediate supervisor to report to law enforcement any attack, assault, or physical threat made against the employee by a student. **Compliance with district procedures related to reporting incidents, as specified in the paragraph above, does not exempt an employee or supervisor from the duty to make a report to law enforcement.** Failure to report such an attack, assault, or physical threat is an infraction punishable by a fine. It is also an infraction for a Governing Board member or employee to prevent the filing of the report or to impose any sanction against an employee for doing so.

Although the law only requires employees to report attacks, assaults, or threats made by students, the following paragraph requires **district may revise the following paragraph to require** employees to report any attack, assault, or threat made against them by any other individual on school grounds.

In addition, the employee and the principal or other immediate supervisor shall promptly report to local law enforcement authorities an attack, assault, or physical threat made against the employee by a student. (Education Code 44014)

EMPLOYEE SECURITY (continued)

~~(cf. 3515.2 - Disruptions)~~

~~Reports of attack, assault, or threat shall be forwarded immediately to the Superintendent or designee.~~

~~(cf. 3320 - Claims and Actions Against the District)~~
~~(cf. 3515.4 - Recovery for Property Loss or Damage)~~
~~(cf. 3530 - Risk Management/Insurance)~~

Notice Regarding Student Offenses **Committed While Under School Jurisdiction**

When a student commits certain offenses that may endanger staff or others, the following procedures shall be implemented to notify staff members as appropriate:

1. Acts That Are Grounds for Suspension or Expulsion

Note: Education Code 49079 requires the district to inform teachers of students who have committed specified acts that constitute grounds for suspension or expulsion. School district officers or employees who knowingly fail to provide this information are guilty of a misdemeanor punishable by a fine and/or imprisonment.

- a.** The Superintendent or designee shall inform the teacher(s) of each student who, during the previous three school years, has engaged in or is reasonably suspected to have engaged in any act, except the possession or use of tobacco products, that would constitute a ground for suspension or expulsion as specified in AR 5144.1 - Suspension and Expulsion/Due Process. This information shall be based upon district records maintained in the ordinary course of business or records received from a law enforcement agency. (Education Code 49079)

~~(cf. 4112.9/4212.9/4312.9 - Employee Notifications)~~
~~(cf. 5125 - Student Records)~~
~~(cf. 5144.1 - Suspension and Expulsion/Due Process)~~

Note: Education Code 48201 requires districts to request records of a transferring student regarding acts that resulted in the student's suspension or expulsion from the previous school, as specified below; see AR 5125 - Student Records. Once the record is received, the Superintendent or designee must inform the student's teacher(s) of the acts as specified below.

- b.** Upon receiving a transfer student's record regarding acts committed by the student that resulted in **his/her** suspension or expulsion, the Superintendent or

EMPLOYEE SECURITY (continued)

designee shall inform the student's teacher(s) that the student was suspended from school or expelled from ~~his/her~~ **the** former district and of the act that resulted in the suspension or expulsion. (Education Code 48201)

- c.** Information received by teacher(s) shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher. (Education Code **48201**, 49079)

~~Notice Regarding Student Offenses Committed While Outside School Jurisdiction~~

2. Offenses Reported to the District by a Court

Note: ~~The following optional paragraph is for use by districts maintaining a district police or security department. Welfare and Institutions Code 828 specifies that information gathered by a law enforcement agency relating to a minor taken into custody may be disclosed to a school district police or security department. The following paragraph addresses the authority of the district police department to utilize such information as it pertains to certain offenses committed by students.~~ **Welfare and Institutions Code 827 requires a court, within seven days, to provide written notification to the Superintendent when a minor student has been found by the court to have committed a felony or misdemeanor involving specified offenses. Upon receiving such notification, the Superintendent must notify certain counselors, teachers, and administrators, as described in item #2.**

In addition, Welfare and Institutions Code 828.1 specifies that a school district police or security department may provide written notification to the Superintendent when a minor student has been found by a court to have illegally used, sold, or possessed a controlled substance or committed specified crimes involving serious acts of violence. In such cases, the information may be transmitted to a teacher, counselor, or administrator with direct supervisory or disciplinary responsibility over the student, and such information must be received in confidence for the limited purpose for which it was provided. Districts that maintain their own police or security department may expand the following item to authorize the department to notify the Superintendent of such offenses.

~~When a minor student has been found by a court of competent jurisdiction to have illegally used, sold, or possessed a controlled substance or committed specified crimes involving serious acts of violence, the district police or security department may provide written notification to the Superintendent. (Welfare and Institutions Code 828.1)~~

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

- a.** When informed by **the a** court that a minor student has been found by **a the** court to have committed any felony or any misdemeanor involving curfew, gambling, alcohol, drugs, tobacco products, carrying of weapons, a sex offense listed in Penal Code 290, assault or battery, larceny, vandalism, or graffiti, the Superintendent or designee shall ~~so inform~~ **expeditiously notify** the school principal. (Welfare and Institutions Code 827)

EMPLOYEE SECURITY (continued)

- b.** The principal shall **expeditiously** disseminate this information to any counselor who directly supervises or reports on the student's behavior or progress. ~~and to The principal shall also inform~~ any teacher or administrator directly supervising or reporting on the student's behavior or progress whom ~~he/she~~ **the principal** thinks may need the information ~~so as~~ **in order** to work with the student appropriately, avoid being needlessly vulnerable, or protect others from vulnerability. (Welfare and Institutions Code 827)
- c.** Any court-initiated information that a teacher, counselor, or administrator receives shall be kept confidential and used only to rehabilitate the student and protect other students and staff. The information shall be further disseminated only when communication with the student, parent/guardian, law enforcement staff, and probation officer is necessary to rehabilitate the student or to protect students and staff. (Welfare and Institutions Code 827)
- d.** When a student is removed from school as a result of ~~his/her~~ **an** offense, the Superintendent shall hold the court's information in a separate confidential file until the student is returned to the district. If the student is returned to a different district, the Superintendent shall transmit the information provided by the student's parole or probation officer to the superintendent of the new district of attendance. (Welfare and Institutions Code 827)
- e.** Any confidential file of court-initiated information shall be kept until the student becomes 18, graduates from high school, or is released from juvenile court jurisdiction, whichever occurs first, and shall then be destroyed. (Welfare and Institutions Code 827)

Procedures to Maintain Confidentiality of Student Offenses

Note: The following ~~section~~ **optional paragraph may be revised to reflect district practice.** ~~describes procedures for maintaining confidentiality of student records and documenting the district's good faith effort to notify counselors or teachers about student offenses.~~ Intentional violation of the confidentiality provisions of Welfare and Institutions Code 827 is a misdemeanor punishable by a fine. ~~This section may be modified to reflect district practice.~~

In order to maintain confidentiality when providing information about student offenses to **a** counselor ~~s and~~ **or** teachers ~~of classes/programs to which a student is assigned,~~ the principal or designee shall send the staff member a written notification that ~~one of his/her students~~ **a student** has committed an offense that requires ~~his/her~~ review of a student's file in the school office. This notice shall not name or otherwise identify the student. The staff member shall ~~be asked to~~ initial the notification and ~~return it to the principal or designee.~~ ~~He/she~~ shall also initial the student's file when reviewing it in the school office.

EMPLOYEE SECURITY (continued)

Accommodations for Victims of Domestic Violence, Sexual Assault, or Stalking

Note: Pursuant to Labor Code 230, the district is required to provide reasonable accommodations at work, upon request, to an employee who is a victim of domestic violence, sexual assault, or stalking. The district is not required to provide reasonable accommodations to an employee who has not disclosed the employee's status as a victim of domestic violence, sexual assault, or stalking nor to undertake an action that constitutes an undue hardship, as defined by Government Code 12926.

In addition, Labor Code 230 and 230.1 allow employees who are victims of domestic violence, sexual assault, or stalking to use available leave for the purposes of (1) obtaining relief (e.g., a temporary restraining order, restraining order, or injunctive relief) to protect the health, safety, or welfare of the employee or the employee's child; (2) seeking medical attention for injuries caused by the crime or abuse; (3) obtaining services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency; (4) obtaining psychological counseling or mental health services related to an experience of crime or abuse; and/or (5) participating in safety planning and taking other actions to increase safety from future crime or abuse, including temporary or permanent relocation. As amended by AB 2992 (Ch. 224, Statutes of 2020), Labor Code 230 and 230.1 expand these provisions to include employees who are victims of a crime that caused physical injury, or mental injury with a threat of physical injury, and employees whose immediate family member is deceased as the direct result of a crime. See AR 4161.2/4261.2/4361.2 - Personal Leaves.

When requested by an employee who is a victim of domestic violence, sexual assault, or stalking, the district shall provide the employee reasonable accommodations which may include the implementation of safety measures, including: (Labor Code 230)

1. A transfer, reassignment, or modified schedule
2. A changed work telephone or work station
3. An installed lock
4. Assistance in documenting domestic violence, sexual assault, stalking, or other crime that occurs in the workplace
5. Referral to a victim assistance organization
6. Another safety procedure or adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other crime

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

EMPLOYEE SECURITY (continued)

The Superintendent or designee shall engage in a timely, good faith, and interactive process with the employee to determine effective reasonable accommodations that do not pose an undue hardship on the district. In determining whether an accommodation is reasonable, the Superintendent or designee shall consider any exigent circumstance or danger facing the employee. (Labor Code 230)

Upon the request of the Superintendent or designee, an employee requesting a reasonable accommodation shall provide a written statement, signed by the employee or an individual acting on the employee's behalf, certifying that the accommodation is for an authorized purpose. The Superintendent or designee may also request that the employee provide certification of the employee's status as a victim of domestic violence, sexual assault, or stalking. Such certification may include: (Labor Code 230)

- 1. A police report indicating that the employee was a victim**
- 2. A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court**
- 3. Documentation from a licensed medical professional or health care provider, domestic violence or sexual assault counselor, victim advocate, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse**
- 4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf**

Any verbal or written statement, police or court record, or other documentation identifying an employee as a victim shall be confidential and shall not be disclosed by the district except as required by federal or state law or as necessary to protect the employee's safety in the workplace. The employee shall be notified before any authorized disclosure. (Labor Code 230)

Every six months after the date of the certification, the Superintendent or designee may request recertification of the employee's status as a victim of domestic violence, sexual assault, or stalking or ongoing circumstances related to the crime or abuse. The employee shall notify the Superintendent or designee if, due to changing circumstances, the employee needs a new accommodation or no longer needs an accommodation. (Labor Code 230)

EMPLOYEE SECURITY (continued)

The district shall not retaliate against an employee because of the employee's status as a victim of crime or abuse or for requesting a reasonable accommodation, regardless of whether the request was granted. (Labor Code 230)

Use of Pepper Spray

Note: The following **optional** section may be revised to reflect district practice. **See the accompanying Board policy for further information and the Board's determination to allow or disallow, with certain exceptions, the possession of pepper spray on school property or at school activities.**

The Superintendent or designee shall notify employees of the district's policy prohibiting the possession of pepper spray on school property or at school-related activities without prior approval of the Superintendent or designee. Employees wishing to carry pepper spray shall submit to the Superintendent or designee a written request setting forth the need for the pepper spray. The Superintendent or designee shall notify the employee in writing as to whether the request was approved or denied.

When approving an employee's request, the Superintendent or designee shall inform the employee of the following conditions:

1. The pepper spray shall be used only in self-defense **pursuant to Penal Code 22810.**
2. An employee who uses pepper spray other than in self-defense shall be subject to disciplinary action by the district and, in accordance with law, a fine and/or imprisonment.

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

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

3. The pepper spray must be stored in a secure place and not be accessible to students or other individuals. Negligent storage of the pepper spray may subject the employee to disciplinary action.

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CSBA Sample Board Policy

Students

BP 5141.4(a)

CHILD ABUSE PREVENTION AND REPORTING

The Governing Board is committed to supporting the safety and well-being of district students and desires to facilitate the prevention of and response to child abuse and neglect. The Superintendent or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected child abuse and neglect.

The Superintendent or designee may provide a student who is a victim of abuse with school-based mental health services or other support services and/or may refer the student to resources available within the community as needed.

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

(cf. 5141.5 - Mental Health)

(cf. 5141.6 - School Health Services)

(cf. 6164.2 - Guidance/Counseling Services)

Child Abuse Prevention

Note: The following **optional** section may be revised to reflect district practice.

~~Education Code 51220.5 specifies that the district's course of study for grades 7 and/or 8 may include parenting skills education, including instruction on child abuse and neglect; see AR 6143 - Courses of Study.~~

The district's instructional program ~~shall include~~ **may provide** age-appropriate and culturally sensitive child abuse prevention curriculum. ~~This curriculum shall which~~ explains students' right to live free of abuse, includes instruction in the skills and techniques needed to identify unsafe situations and react appropriately and promptly, informs students of available support resources, and teaches students how to obtain help and disclose incidents of abuse.

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6143 - Courses of Study)

Note: ~~The following paragraph is optional.~~ Education Code 51900.6, ~~as added by AB 2016 (Ch. 809, Statutes of 2014),~~ authorizes districts to provide age-appropriate instruction in sexual abuse and sexual assault awareness and prevention in grades K-12, provided that students are allowed to be excused from such instruction upon the written request of their parents/guardians. It also requires the State Board of Education and Superintendent of Public Instruction to consider addressing these issues in the next revision of the state health education content standards and curriculum framework.

The district's program also may include age-appropriate curriculum in sexual abuse and sexual assault awareness and prevention. Upon written request of a student's parent/guardian, the student shall be excused from taking such instruction. (Education Code 51900.6)

CHILD ABUSE PREVENTION AND REPORTING (continued)

Note: Pursuant to Education Code 33133.5, posters notifying students of the appropriate telephone number to call to report child abuse or neglect are available on the California Department of Education's web site in five languages. Education Code 33133.5 encourages districts to post the appropriate version or versions of the poster in an area of the school where students frequently congregate.

The Superintendent or designee may display posters, in areas on campus where students frequently congregate, notifying students of the appropriate telephone number to call to report child abuse or neglect. (Education Code 33133.5)

Note: The following paragraph is for use by districts that serve students in grades 7-12. Education Code 215.5 requires districts that issue or reissue student identification cards to have the telephone number of the National Domestic Violence Hotline (1-800-799-7233) printed on either side of student identification cards.

In addition, student identification cards for students in grades 7-12 shall include the National Domestic Violence Hotline telephone number. (Education Code 215.5)

(cf. 5142 - Safety)

The Superintendent or designee shall, to the extent feasible, seek to incorporate community resources into the district's child abuse prevention programs and may use these resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.

Child Abuse Reporting

Note: The Child Abuse and Neglect Reporting Act (Penal Code 11164-11174.3) identifies persons who are mandated to report known or suspected child abuse or neglect and establishes procedures for filing a report; see the accompanying administrative regulation.

The Superintendent or designee shall establish procedures for the identification and reporting of known and suspected child abuse and neglect in accordance with law.

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

Procedures for reporting child abuse shall be included in the district and/or school comprehensive safety plan. (Education Code 32282)

(cf. 0450 - Comprehensive Safety Plan)

Note: Education Code 44252, ~~as amended by AB 2560 (Ch. 110, Statutes of 2014)~~, requires that teachers applying to the Commission on Teacher Credentialing for a new credential or a renewal of their credential

read and sign a statement that they understand the duties imposed on them as mandated reporters pursuant to Penal Code 11164-11174.3.

BP 5141.4(c)

CHILD ABUSE PREVENTION AND REPORTING (continued)

District employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect.

Note: **As amended by AB 1432 (Ch. 797, Statutes of 2014)**, Education Code 44691 and Penal Code 11165.7 require districts to annually train their employees regarding the duties of mandated reporters; see the accompanying administrative regulation. However, pursuant to Penal Code 11165.7, a lack of training does not excuse any mandated reporter from the duty to report suspected child abuse and neglect.

The Superintendent or designee shall provide training regarding the duties of mandated reporters **as required by law and as specified in the accompanying administrative regulation. (Education Code 44691; Penal Code 11165.7)**

Legal Reference:

EDUCATION CODE

215.5 Student identification cards with National Domestic Violence Hotline telephone number

~~32280-32289.5~~ ~~32289.8~~ *Comprehensive school safety plans*

33133.5 Posters of telephone number for students to report child abuse or neglect

33195 *Heritage schools, mandated reporters*

33308.1 *Guidelines on procedure for filing child abuse complaints*

44252 *Teacher credentialing*

44691 *Staff development in the detection of child abuse and neglect*

44807 *Duty concerning conduct of students*

48906 *Notification when student released to peace officer*

48987 *Dissemination of reporting guidelines to parents*

49001 *Prohibition of corporal punishment*

51220.5 *Parenting skills education*

51900.6 *Sexual abuse and sexual assault awareness and prevention instruction*

CODE OF CIVIL PROCEDURE

340.1 Damages suffered as a result of childhood sexual abuse

PENAL CODE

152.3 *Duty to report murder, rape, or lewd or lascivious act*

273a *Willfully ~~eruelty or~~ causing unjustifiable **pain or mental suffering** ~~punishment~~ of child; endangering life or health*

286 Crime of sodomy

287 Crime of oral copulation

288 *Definition of lewd or lascivious act requiring reporting*

289 Crime of sexual penetration

11164-11174.3 *Child Abuse and Neglect Reporting Act*

WELFARE AND INSTITUTIONS CODE

15630-15637 *Dependent adult abuse reporting*

CODE OF REGULATIONS, TITLE 5

~~3200-3205~~ ~~4650~~ *Filing complaints with CDE; special education students*

UNITED STATES CODE, TITLE 42

11434a *McKinney-Vento Homeless Assistance Act; definitions*

COURT DECISIONS

Camreta v. Greene (2011) 131 S.Ct. 2020

Management Resources: (see next page)

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CHILD ABUSE PREVENTION AND REPORTING (continued)

Management Resources:

CSBA PUBLICATIONS

Why Schools Hold the Promise for Adolescent Mental Health, Governance Brief, May 2019

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve

Health Framework for California Public Schools, Kindergarten Through Grade Twelve

WEB SITES

California Attorney General's Office, Suspected Child Abuse Report Form:

http://www.ag.ca.gov/childabuse/pdf/ss_8572.pdf

https://oag.ca.gov/sites/all/files/agweb/pdfs/childabuse/ss_8572.pdf

California Department of Education, **Child Abuse Prevention Training and Resources Safe Schools:**

<http://www.cde.ca.gov/ls/ss/ap>

California Department of Social Services, **Information Resources Guide Children and Family**

Services Division: <http://www.childsworld.ca.gov>

U.S. Department of Health and Human Services, Child Welfare Information Gateway:

~~<https://www.childwelfare.gov/can>~~ <https://www.childwelfare.gov>

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CSBA Sample Administrative Regulation

Students

AR 5141.4(a)

CHILD ABUSE PREVENTION AND REPORTING

Note: Pursuant to Education Code 44691, ~~as amended by AB 1432 (Ch. 797, Statutes of 2014)~~, the California Department of Education (CDE) is required to disseminate information to all school districts regarding the detection and reporting of child abuse and to provide guidance on the responsibilities of mandated reporters. See ~~the CDE's~~ web site for information and resources.

Definitions

Child abuse or neglect includes the following: (Penal Code 11165.5, 11165.6)

1. A physical injury or death inflicted by other than accidental means on a child by another person

Note: Pursuant to Penal Code 11165.1, as amended by AB 1145 (Ch. 180, Statutes of 2020), sexual assault does not include voluntary conduct in violation of Penal Code 286, 287, or 289 (sodomy, oral copulation, or sexual penetration) if there are no indicators of abuse, unless such conduct is between a person who is 21 years of age or older and a minor who is under 16 years of age. AB 1775 (Ch. 264, Statutes of 2014) amended Penal Code 11165.1 to revise the definition of sexual exploitation to also include knowingly downloading, streaming, or accessing through any electronic or digital media a film, photograph, videotape, video recording, negative, or slide in which a child is engaged in an act of obscene sexual conduct.

2. Sexual abuse of a child, including sexual assault or sexual exploitation, as defined in Penal Code 11165.1
3. Neglect of a child as defined in Penal Code 11165.2
4. Willful harming or injuring of a child or the endangering of the person or health of a child as defined in Penal Code 11165.3
5. Unlawful corporal punishment or injury as defined in Penal Code 11165.4

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

Child abuse or neglect does not include:

1. A mutual affray between minors (Penal Code 11165.6)
2. An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his/her employment (Penal Code 11165.5, 11165.6)

CHILD ABUSE PREVENTION AND REPORTING (continued)

Note: Education Code 44807 provides that physical control of a student under the conditions specified in item #3 below is not subject to criminal prosecution or penalties.

3. An injury resulting from the exercise by a teacher, vice principal, principal, or other certificated employee of the same degree of physical control over a student that a parent/guardian would be **legally** privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of students, or maintain proper and appropriate conditions conducive to learning (Education Code 44807)
4. An injury caused by a school employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, **for purposes of self-defense to protect himself/herself**, or to obtain weapons or other dangerous objects within the control of a student (Education Code 49001)

(cf. 5131 - Conduct)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5144 - Discipline)

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

5. Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by a student (Education Code 49001)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145.2 - Athletic Competition)

Note: Pursuant to Penal Code 11165.15, **as added by AB 652 (Ch. 486, Statutes of 2013)**, the fact that a child is homeless or is classified as an unaccompanied minor, as defined in the federal McKinney-Vento Homeless Assistance Act (42 USC 11434a), is not, in and of itself, a sufficient basis for reporting child abuse or neglect.

6. Homelessness or classification as an unaccompanied minor (Penal Code 11165.15)

Note: The following definition of "mandated reporters" does not list non-school persons (e.g., physicians, clergy members) who are also mandated to report suspected child abuse or neglect and may be revised to reflect additional positions applicable to the district as specified in Penal Code 11165.7.

Penal Code 11165.7 clarifies that volunteers whose duties require direct contact with and supervision of children are not mandated reporters. However, the law encourages volunteers to obtain training in the identification and reporting of child abuse and neglect and to report known or suspected incidents of child abuse or neglect.

Mandated reporters include, but are not limited to, teachers; instructional aides; teacher's aides or assistants; classified employees; certificated pupil personnel employees;

administrative officers or supervisors of child attendance; athletic coaches, administrators,

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CHILD ABUSE PREVENTION AND REPORTING (continued)

and directors; **licensees**, administrators, and employees of a licensed child day care facility; Head Start **program** teachers; district police or security officers; licensed nurses or health care providers; and administrators, presenters, and counselors of a child abuse prevention program. (Penal Code 11165.7)

Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on **the person's his/her** training and experience, to suspect child abuse or neglect. However, *reasonable suspicion* does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect. (Penal Code 11166)

Reportable Offenses

Note: Penal Code 11166 specifies that a mandated reporter has a duty to report when acting in **a his/her** professional capacity or within the scope of employment. When a mandated reporter is acting in a private capacity, like other private citizens, ~~he/she has the discretion whether or not to make~~ **making** a report **is discretionary**.

A mandated reporter shall make a report using the procedures provided below whenever, **acting in a his/her** professional capacity or within the scope of ~~his/her~~ employment, **he/she the mandated reporter** has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. (Penal Code 11166)

Any mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at a substantial risk of suffering serious emotional damage, based on evidence of severe anxiety, depression, withdrawal, or untoward aggressive behavior toward self or others, may make a report to the appropriate agency. (Penal Code **11165.9**, 11166.05, 11167)

Note: Pursuant to Penal Code 152.3, it ~~is may be~~ a misdemeanor, with specified exceptions, for a witness to not report a murder, rape, or lewd or lascivious act as defined in Penal Code 288 where the victim is under age 14. Persons who fail to report such offenses may be subject to a fine and/or imprisonment.

Any district employee who reasonably believes **to have that he/she has** observed the commission of a murder, rape, or lewd or lascivious act by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury against a victim who is a child under age 14 shall notify a peace officer. (Penal Code 152.3, 288)

Responsibility for Reporting

The reporting duties of mandated reporters are individual and cannot be delegated to another person. (Penal Code 11166)

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CHILD ABUSE PREVENTION AND REPORTING (continued)

When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, the report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Penal Code 11166)

Note: Penal Code 11166.01 provides that it **may be is** a crime, punishable by a fine and/or imprisonment, for a supervisor or administrator to knowingly inhibit or impede a mandated reporter from making a report.

No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. (Penal Code 11166)

Any person not identified as a mandated reporter who has knowledge of or observes a child whom **he/she the person** knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency. (Penal Code 11166)

(cf. 1240 - Volunteer Assistance)

Reporting Procedures

1. Initial Telephone Report

Note: Penal Code 11165.9 specifies the agencies that are authorized to receive reports of suspected child abuse and neglect, as detailed in the following paragraph. The agency must accept a report even if it lacks subject matter or geographical jurisdiction to investigate the case; the agency is then responsible for referring the case to an agency with proper jurisdiction.

Immediately or as soon as practicable after knowing or observing suspected child abuse or neglect, a mandated reporter shall make an initial report by telephone to any police department (excluding a school district police/security department), sheriff's department, county probation department if designated by the county to receive such reports, or county welfare department. (Penal Code 11165.9, 11166)

Note: It is recommended that the district's administrative regulation include the name, address, and phone number of the appropriate agencies in its area **to whom reports should be made.**

Such reports shall be made to the following agency(ies):

School that reside in Solano County
Rio Vista Police Department
50 Poppy House Road, Rio Vista, CA 94571
(707-374-6366)

CHILD ABUSE PREVENTION AND REPORTING (continued)

Schools that reside in Sacramento County

Sacramento County Sheriff Department
4500 Orange Grove Avenue
Sacramento, CA 95841
(916) 874-5115

Schools that reside in Yolo County

Yolo County Sheriff's Office
140 Tony Diaz Drive
Woodland, CA 95776
(530) 666-8282

Note: The following paragraph is **optional**.

When the initial telephone report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.

2. Written Report

Within 36 hours of knowing or observing the information concerning the incident, the mandated reporter shall ~~then~~ prepare and either send, fax, or electronically **transmit submit** to the appropriate agency a written follow-up report, which includes a completed **California** Department of Justice (**DOJ**) form (**BCIASS** 8572). (Penal Code 11166, 11168)

Note: Pursuant to Penal Code 11168, the **California** Department of Justice (**DOJ**) form shall be distributed by the police department, sheriff's department, county probation department, or county welfare department as appropriate and is available on the ~~DOJ's Department of Justice's~~ web site. It may also be made available at the district office or school site. The following **optional** paragraph should be revised to reflect district practice.

The ~~DOJ Department of Justice~~ form may be obtained from the district office or other appropriate agencies, such as **the police department, or sheriff's department, or county probation or welfare department** ~~or the police or sheriff's department~~.

Note: Penal Code 11167 requires the mandated reporter's ~~to give his/her~~ name when reporting known or suspected child abuse. However, the reporter's name and the report are confidential and are only disclosed in limited circumstances provided by law.

Reports of suspected child abuse or neglect shall include, if known: (Penal Code 11167)

- a. The name, business address, and telephone number of the person making the report and the capacity that makes the person a mandated reporter
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CHILD ABUSE PREVENTION AND REPORTING (continued)

- b. The child's name and address, present location, and, where applicable, school, grade, and class
- c. The names, addresses, and telephone numbers of the child's parents/guardians
- d. The name, address, telephone number, and other relevant personal information about the person(s) who might have abused or neglected the child
- e. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information

The mandated reporter shall make a report even if some of this information is not known or is uncertain to **the mandated reporter him/her**. (Penal Code 11167)

The mandated reporter may give to an investigator from an agency investigating the case, including a licensing agency, any information relevant to an incident of child abuse or neglect or to a report made for serious emotional damage pursuant to Penal Code 11166.05. (Penal Code 11167)

Note: Item #3 below is **optional** and may be revised to reflect district practice. Pursuant to Penal Code 11166, school districts may establish internal reporting procedures encouraging employees to notify supervisors and administrators of reports that are made. These internal procedures must not inhibit or impede immediate and direct reporting by employees to appropriate agencies, **direct an employee to allow the employee's supervisor to file or process a mandated report under any circumstances, or require any employee to disclose the employee's identity to the employer.** Penal Code 11166 prohibits internal procedures from requiring the employee to make a report to the district or requiring that the identity of the mandated reporter be disclosed to the district.

3. Internal Reporting

The mandated reporter shall not be required to disclose **the mandated reporter's his/her** identity to **his/her a** supervisor, the principal, or the Superintendent or designee. (Penal Code 11166)

However, employees reporting child abuse or neglect to an appropriate agency are encouraged, but not required, to notify the principal as soon as possible after the initial telephone report to the appropriate agency. When so notified, the principal shall inform the Superintendent or designee.

The principal so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law,

CHILD ABUSE PREVENTION AND REPORTING (continued)

Board policy, and administrative regulation. At the mandated reporter's request, the principal may assist in completing and filing the necessary forms.

Reporting the information to an employer, supervisor, principal, school counselor, co-worker, or other person shall not be a substitute for making a mandated report to the appropriate agency. (Penal Code 11166)

Training

Note: As amended by AB 1432 (Ch. 797, Statutes of 2014), Education Code 44691 and Penal Code 11165.7 require districts to annually train their employees and any other mandated reporters working on their behalf regarding the duties of mandated reporters. Education Code 44691, as amended, also requires the CDE to develop an online training module to be provided to the California Department of Social Services for use by districts.

Within the first six weeks of each school year, **or within the first six weeks of employment if hired during the school year**, the Superintendent or designee shall provide training on mandated reporting requirements to district employees and persons working on their behalf who are mandated reporters. **Any school personnel hired during the school year shall receive such training within the first six weeks of employment.** (Education Code 44691; Penal Code 11165.7)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Note: Education Code 44691 requires school districts to use the online training module provided by the California Department of Social Services **(CDSS), available on the CDSS web site**. However, if the online training module is not used, the Superintendent or designee is required to report to ~~the~~ CDE regarding the training being used in its place.

The Superintendent or designee shall use the online training module provided by the California Department of Social Services **(CDSS)**. (Education Code 44691)

The training shall include, but not necessarily be limited to, training in identification and reporting of child abuse and neglect. In addition, the training shall include information that failure to report an incident of known or reasonably suspected child abuse or neglect as required by law is a misdemeanor punishable by imprisonment and/or a fine as specified. (Education Code 44691; Penal Code 11165.7)

Note: Education Code 44691, **as amended by AB 1432 (Ch. 797, Statutes of 2014)**, requires districts to develop a process by which all persons required to receive training must provide proof of receiving the training (e.g., the use of a sign-in sheet, submission of a certificate of completion). The following paragraph may be revised to reflect district practice.

The Superintendent or designee shall obtain and retain proof of each mandated reporter's completion of the training. (Education Code 44691)

AR 5141.4(h)

CHILD ABUSE PREVENTION AND REPORTING (continued)

Note: The following **optional** paragraph may be revised to reflect district practice. Education Code 44691, ~~as amended by AB 1058 (Ch. 748, Statutes of 2015)~~, encourages districts to provide training to all school employees, at least once every three years, on the prevention of child abuse on school grounds, by school personnel, or in school-sponsored programs. ~~As amended, Pursuant to~~ Education Code 44691, ~~also requires the CDE's web site includes to establish best practices for prevention of abuse and to provide links on its web site to training resources.~~

In addition, at least once every three years, school personnel may receive training in the prevention of child abuse, including sexual abuse, on school grounds, by school personnel, or in school-sponsored programs. (Education Code 44691)

Victim Interviews by Social Services

Note: Penal Code 11174.3 authorizes a representative from ~~the Department of Social Services CDSS~~ or another government agency investigating suspected child abuse or neglect to interview a student during school hours, on school grounds, concerning a report of child abuse or neglect that occurred at home or in an out-of-home care facility. However, there is no clear guidance regarding the procedures to be followed if a social worker is accompanied by law enforcement. In Greene v. Camreta, the 9th Circuit Court of Appeals had ruled that, absent exigent circumstances, a social worker and sheriff could not question a student in school without obtaining a warrant, court order, or parent/guardian consent. Subsequently, that ruling was vacated by the U.S. Supreme Court on appeal (Camreta v. Greene) since the case was then moot. Districts should proceed with caution and consult ~~with~~ legal counsel as necessary.

Whenever ~~the Department of Social Services CDSS~~ or another government agency is investigating suspected child abuse or neglect that occurred within the child's home or out-of-home care facility, the student may be interviewed by an agency representative during school hours, on school premises. The Superintendent or designee shall give the student the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the student. (Penal Code 11174.3)

A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the principal or designee shall inform **the person him/her** of the following requirements **prior to the interview**: (Penal Code 11174.3)

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable **the child him/her** to be as comfortable as possible.
2. The selected person shall not participate in the interview.
3. The selected person shall not discuss the facts or circumstances of the case with the child.
4. The selected person is subject to the confidentiality requirements of the Child Abuse and Neglect Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5.

If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Penal Code 11174.3)

AR 5141.4(i)

CHILD ABUSE PREVENTION AND REPORTING (continued)

Release of Child to Peace Officer

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse or neglect, the Superintendent or designee and/or principal shall not notify the parent/guardian, but rather shall provide the peace officer with the address and telephone number of the child's parent/guardian. (Education Code 48906)

(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)

Parent/Guardian Complaints

Note: Education Code 48987 requires the district, **upon request**, to disseminate guidelines, **upon request**, **adopted by CDE** advising parents/guardians of procedures for filing child abuse complaints. **As required by Education Code 33308.1, the CDE has prepared sample guidelines for this purpose, which were updated in March 2014 and** Such **sample guidelines** are available on **the** CDE's web site.

Claims against the district for childhood sexual assault are governed by the timelines and procedures specified in Code of Civil Procedure 340.1; see AR 3320 - Claims and Actions Against the District.

Upon request, the Superintendent or designee shall provide parents/guardians with procedures for reporting suspected child abuse occurring at a school site to appropriate agencies. For parents/guardians whose primary language is not English, such procedures shall be in their primary language and, when communicating orally regarding those **guidelines and/or** procedures, an interpreter shall be provided.

To file a complaint against a district employee or other person suspected of child abuse or neglect at a school site, parents/guardians may file a report by telephone, in person, or in writing with any appropriate agency identified above under "Reporting Procedures." If a parent/guardian makes a complaint about an employee to any other employee, the employee receiving the information shall notify the parent/guardian of procedures for filing a complaint with the appropriate agency. **The employee shall also file a report when obligated to do so pursuant to Penal Code 11166 using the procedures described above for mandated reporters.** ~~The employee also is obligated pursuant to Penal Code 11166 to file a report himself/herself using the procedures described above for mandated reporters.~~

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 3320 – Claims and Actions Against the District)

Note: **5 CCR 3201, as added by Register 2020, No. 21, authorizes p**Parents/guardians of special education students ~~also may to~~ file a complaint with ~~the~~ CDE as provided in the following paragraph. ~~The~~ CDE does not investigate allegations of child abuse or neglect, but may investigate conditions that may involve ~~immediate~~ physical **safety concerns as such concerns interfere with the provision of danger or**

~~threaten the health, safety, or welfare of the child and which may result in denial of~~ a free appropriate public education.

AR 5141.4(j)

CHILD ABUSE PREVENTION AND REPORTING (continued)

In addition, if the child is enrolled in special education, a separate complaint may be filed with the California Department of Education pursuant to 5 CCR **3200-3205 4650**.

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

Notifications

The Superintendent or designee shall provide to all new employees who are mandated reporters a statement that informs them of their status as mandated reporters, their reporting obligations

under Penal Code 11166, and their confidentiality rights under Penal Code 11167. The district also shall provide these new employees with a copy of Penal Code 11165.7, 11166, and 11167. (Penal Code 11165.7, 11166.5)

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

Before beginning employment, any person who will be a mandated reporter by virtue of **the person's** ~~his/her~~ position shall sign a statement indicating ~~that he/she has~~ knowledge of the reporting obligations under Penal Code 11166 and ~~will comply~~ **compliance** with ~~those such~~ provisions. The signed statement shall be retained by the Superintendent or designee. (Penal Code 11166.5)

Employees who work with dependent adults shall be notified of legal responsibilities and reporting procedures pursuant to Welfare and Institutions Code 15630-15637.

Note: The remainder of this section is **optional** and should be deleted by districts that do not provide these additional notifications.

The Superintendent or designee also shall notify all employees that:

1. A mandated reporter who reports a known or suspected instance of child abuse or neglect shall not be held civilly or criminally liable for making a report and this immunity shall apply even if the mandated reporter acquired the knowledge or reasonable suspicion of child abuse or neglect outside of **the mandated reporter's** ~~his/her~~ professional capacity or outside the scope of ~~his/her~~ employment. Any other person making a report shall not incur civil or criminal liability unless it can be proven that **the person** ~~he/she~~ knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11172)

2. If a mandated reporter fails to timely report an incident of known or reasonably suspected child abuse or neglect, **the mandated reporter he/she** may be guilty of a crime punishable by a fine and/or imprisonment. (Penal Code 11166)

AR 5141.4(k)

CHILD ABUSE PREVENTION AND REPORTING (continued)

3. No employee shall be subject to any sanction by the district for making a report unless it can be shown that **the employee he/she** knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11166, **11172**)

Policy Reference UPDATE Service

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CSBA Sample Board Policy

Students

BP 5141.52(a)

SUICIDE PREVENTION

Note: Education Code 215 **mandates** that the Governing Board of any district serving students in grades **K7-12** adopt a policy on student suicide prevention, intervention, and postvention (i.e., intervention conducted after a suicide) with specified components. **AB 1767 (Ch. 694, Statutes of 2019) amended Education Code 215 to mandate policy on suicide prevention, intervention, and postvention for students in grades K-6 beginning in the 2020-21 school year.** The required components are addressed in the following policy and the accompanying administrative regulation.

The following policy is consistent with the California Department of Education's Also see the California Department of Education's (CDE) Model Youth Suicide Prevention Policy, which also includes an extensive list of resources to assist in the prevention, intervention, and postvention of student suicide. developed pursuant to Education Code 215. Districts are encouraged to work closely with their county behavioral health department to identify and access resources at the local level.

The Mental Health Services Oversight and Accountability Commission developed a suicide prevention plan for the state which is published in Striving for Zero: California's Strategic Plan for Suicide Prevention 2020-2025, available on its web site. The plan presents strategic aims, with related goals, objectives, and an implementation schedule. Districts may find the strategic plan useful in learning more about the stigma associated with behavioral health needs, myths and misconceptions about suicidal behavior and its hinderance to prevention efforts, suicidal behavior, risk and protective factors, and best practices in suicide prevention.

The following policy and accompanying administrative regulation should be revised to reflect district practice and the grade levels offered by the district.

The Governing Board recognizes that suicide is a leading cause of death among youth, **prevention is a collective effort that requires stakeholder engagement**, and ~~that~~ school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. In an effort to reduce suicidal behavior, ~~and~~ its impact on students and families, **and other trauma associated with suicide**, the Superintendent or designee shall develop measures, ~~and~~ strategies, **practices, and supports** for suicide prevention, intervention, and postvention.

Note: Pursuant to Education Code 215, as amended by AB 1767, the district's suicide prevention policy must be developed in consultation with school and community stakeholders, school-employed mental health professionals, suicide prevention experts, and, for policy for grades K-6, the county mental health plan. According to CDE's Model Youth Suicide Prevention Policy, school-employed mental health professionals may include school counselors, psychologists, social workers, and nurses. CDE's model policy also includes consultation with administrators, other school staff, parents/guardians, students, local health agencies and professionals, law enforcement, and community organizations.

~~It is recommended that districts also consult with legal counsel and the district's risk manager or insurance carrier, as appropriate.~~

BP 5141.52(b)

SUICIDE PREVENTION (continued)

In developing policy and **procedures** ~~strategies~~ for suicide prevention, ~~and~~ intervention, **and postvention**, the Superintendent or designee shall consult with school and community stakeholders, ~~such as administrators, other staff, parents/guardians and students; school-employed mental health professionals, such as school counselors, school psychologists, school social workers, and school nurses;~~ **suicide prevention experts, such as local health agencies, mental health professionals, and community organizations; law enforcement;** and, in developing policy for grades K-6, the county mental health plan. (Education Code 215)

(cf. 1220 - Citizen Advisory Committees)

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

Note: The following optional paragraph may be revised to reflect district practice. Education Code 215 does not define "school and community stakeholders" or "school-employed mental health professionals" who must be consulted in the development of policy. The following examples are consistent with CSBA and CDE recommendations.

School and community stakeholders and school mental health professionals with whom the Superintendent or designee shall consult may include district and school administrators, school counselors, school psychologists, school social workers, school nurses, other staff, parents/guardians and caregivers, students, local health agencies, mental health professionals, community organizations, law enforcement, legal counsel, and/or the district's risk manager or insurance carrier. The Superintendent or designee may also collaborate with county and/or city governments in an effort to align district policy with any existing community suicide prevention plans.

~~Note: Education Code 215, as amended by AB 1767, requires that the district's policy for students in grades K-6 be age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. The following paragraph is for use by districts that serve K-6 students, and may be revised as appropriate for the student population served by the district.~~

~~The Board shall ensure that measures and strategies for students in grades K-6 are age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. (Education Code 215)~~

Measures and strategies for suicide prevention, intervention, and postvention shall include, but are not limited to:

~~Note: Education Code 215, as amended by AB 1767, mandates that the district's policy address any training on suicide awareness and prevention to be provided to teachers of students in all grade levels served~~

by the district. See the accompanying administrative regulation for additional language fulfilling this mandate. In addition, Education Code 49604 encourages each district to provide suicide prevention training at least once to each middle, junior high, and high school counselor. Item #1 **may should** be revised to specify **the other** categories of employees who will receive the training.

BP 5141.52(c)

SUICIDE PREVENTION (continued)

1. Staff development on suicide awareness and prevention for teachers, **interns**, school counselors, and others ~~district employees~~ who interact with students, **including, as appropriate, substitute teachers, coaches, expanded day learning staff, crossing guards, tutors, and volunteers**, as described in the accompanying administrative regulation

(cf. 1240 - Volunteer Assistance)

(cf. 4112.21 - Interns)

(cf. 4121 - Temporary/Substitute Personnel)

(cf. 4127/4227/4327 – Temporary Athletic Team Coaches)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

(cf. 5142 - Safety)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 6145.2 - Athletic Competition)

SUICIDE PREVENTION (continued)

Note: Education Code 215 **mandates** that the district's policy specifically address the needs of high-risk groups, including, but not limited to, those listed in the following paragraph. See the accompanying administrative regulation for additional language fulfilling this mandate.

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning. (Education Code 215)

Note: The following **two paragraphs are** ~~is~~ for use by districts that serve students in grades K-6. **Education Code 215, as amended by AB 1767, mandates that the district's policy for students in grades K-6 ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary.**

The Board shall ensure that measures and strategies for students in grades K-6 are age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. (Education Code 215)

If a referral is made for mental health or related services for a student in grade K-6 who is a Medi-Cal beneficiary, the Superintendent or designee shall coordinate and consult with the county mental health plan. (Education Code 215)

(cf. 5141.6 - School Health Services)

District employees shall act only within the authorization and scope of their credential or license. Nothing in this policy shall be construed as authorizing or encouraging district employees to diagnose or treat mental illness unless they are specifically licensed and employed to do so. (Education Code 215)

Note: Education Code 215 requires that the district's student suicide prevention policy be updated at least every five years. Given the severity of the issue and importance of maintaining an up-to-date suicide prevention policy, CSBA and CDE recommend reviewing and updating this policy annually. The following paragraph may be revised to reflect district practice.

The Board shall review, and update as necessary, this policy at least every five years. **The Board may, at its discretion, review the policy more frequently.** (Education Code 215)

The Superintendent or designee shall periodically review district data pertaining to school climate and reports of suicidal ideation, attempts, or death to identify patterns or trends and make recommendations regarding program development.

BP 5141.52(e)

SUICIDE PREVENTION (continued)

Note: Education Code 234.6, as added by AB 34 (Ch. 282, Statutes of 2019), requires districts, beginning in the 2020-21 school year, to ensure that the district's suicide prevention policies for grades K-6 and 7-12 be readily accessible in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students.

The Superintendent or designee shall post this policy on the district's web site, in a prominent location and in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

Legal Reference: (see next page)

Legal Reference:

EDUCATION CODE

215 Student suicide prevention policies

215.5 Suicide prevention hotline contact information on student identification cards

216 Suicide prevention online training programs

234.6 Posting suicide prevention policy on web site

32280-32289.5 Comprehensive safety plan

49060-49079 Student records

49602 **Counseling; Confidentiality** of student information

49604 Suicide prevention training for school counselors

GOVERNMENT CODE

810-996.6 Government Claims Act

PENAL CODE

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent

5850-5886 Children's Mental Health Services Act

COURT DECISIONS

Corales v. Bennett (Ontario-Montclair School District) (2009) 567 F.3d 554

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2019

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2019

Model Youth Suicide Prevention Policy

CALSCHLS PUBLICATIONS

California Healthy Kids Survey (CHKS)

California School Parent Survey (CSPS)

California School Staff Survey (CSSS)

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009

BP 5141.52(f)

SUICIDE PREVENTION (continued)

EACH MIND MATTERS: CALIFORNIA'S MENTAL HEALTH MOVEMENT PUBLICATIONS

Making Headlines: Guide to Engaging the Media in Suicide Prevention in California, 2012

HEARD ALLIANCE PUBLICATIONS

K-12 Toolkit for Mental Health Promotion and Suicide Prevention, 2017

MENTAL HEALTH SERVICES OVERSIGHT AND ACCOUNTABILITY COMMUNICATIONS PUBLICATIONS

Striving for Zero: California's Strategic Plan for Suicide Prevention 2020-2025

NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS

Preventing Suicide: Guidelines for Administrators and Crisis Teams, 2015

SUICIDE PREVENTION RESOURCE CENTER PUBLICATIONS

After a Suicide: A Toolkit for Schools, 2nd Edition, 2018

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012

Preventing Suicide: A Toolkit for High Schools, 2012

Management Resources: (continued)

WEB SITES

American Academy of Pediatrics: <https://www.healthychildren.org>

American Association of Suicidology: <http://www.suicidology.org>

American Foundation for Suicide Prevention: <https://afsp.org>

American Psychological Association: <http://www.apa.org>

American School Counselor Association: <https://www.schoolcounselor.org>

California Department of Education, Mental Health: <http://www.cde.ca.gov/ls/cg/mh>

California Department of Health Care Services, Mental Health Services:

<http://www.dhcs.ca.gov/services/MH>

California Mental Health Services Authority: <https://www.calmhsa.org>

CalSCHLS: <https://calschls.org>

Centers for Disease Control and Prevention, Mental Health: <http://www.cdc.gov/mentalhealth>

Crisis Text Line: <https://www.crisistextline.org>

Each Mind Matters: California's Mental Health Movement: <https://emmresourcecenter.org>

HEARD Alliance: <https://www.heardalliance.org>

Mental Health Services Oversight and Accountability Commission: <https://mhsoac.ca.gov>

National Action Alliance for Suicide Prevention: <https://theactionalliance.org>

National Association of School Psychologists: <https://www.nasponline.org>

National Child Traumatic Stress Network: <https://www.nctsn.org>

National Institute for Mental Health: <http://www.nimh.nih.gov>

Substance Abuse and Mental Health Services Administration: <https://www.samhsa.gov>

Suicide Prevention Lifeline: <https://suicidepreventionlifeline.org>

Suicide Prevention Messaging: <https://suicidepreventionmessaging.org>

Suicide Prevention Resource Center: <https://www.sprc.org/about-suicide>

Suicide Prevention Lifeline: <https://suicidepreventionlifeline.org>

Trevor Project: <http://thetrevorproject.org>

U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services

Administration: <http://www.samhsa.gov>

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Policy Reference UPDATE Service

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CSBA Sample Administrative Regulation

Students

AR 5141.52(a)

SUICIDE PREVENTION

Note: Education Code 215, **as amended by AB 1767 (Ch. 694, Statutes of 2019), mandates** policy on suicide prevention, intervention, and postvention for grades **K7-12 and, beginning in the 2020-21 school year, for grades K-6**. See the accompanying Board policy. The following administrative regulation provides additional strategies that fulfill the mandate and may be revised to reflect district practice. Pursuant to Education Code 215, the following regulation should be developed in consultation with school and community stakeholders, school-employed mental health professionals, suicide prevention experts, and, in developing strategies for grades K-6, the county mental health plan.

Examples of suicide prevention strategies are also available in the California Department of Education's (CDE) Model Youth Suicide Prevention Policy, **Mental Health Services Oversight and Accountability Commission's (MHSOAC) Striving for Zero: California's Strategic Plan for Suicide Prevention 2020-2025**, the U.S. Department of Health and Human Services publication Preventing Suicide: A Toolkit for High Schools, and resources issued by other state and federal agencies and organizations. For further information about strategies to protect students from bullying, cyberbullying, and other harassment, see BP 5131 - Conduct, BP 5131.2 - Bullying, BP 5145.3 - Nondiscrimination/Harassment, **BP/AR 5145.7 - Sexual Harassment**, and BP 5145.9 - Hate-Motivated Behavior.

Staff Development

Note: Education Code 215, **as amended by AB 1767, mandates** that the district's policy address any training on suicide awareness and prevention to be provided to teachers of students in all grade levels served by the district. In addition, Education Code 49604 encourages each district to provide suicide prevention training at least once to each middle, junior high, and high school counselor.

CDE recommends that employees receive training on the core components of suicide prevention at the beginning of employment, and also receive training each year on risk factors, protective factors, warning signs of suicide, suicide prevention, intervention, referral, and postvention, with a minimum of one hour of general suicide prevention training. The following section **may should** be revised to reflect district practice.

Education Code 216 requires CDE to identify evidence-based online training program(s), aligned with the requirements of Education Code 215, that districts **may can** use to train students and staff.

Additionally, Education Code 216 also requires CDE, dependent upon funds being appropriated in the annual Budget Act, **CDE will to** provide grants, upon application, to county offices of education for the acquisition of such training programs to disseminate to districts at no cost.

Suicide prevention training shall be provided to teachers, **interns**, counselors, and others **district employees** who interact with students, **including, as appropriate, substitute teachers, coaches, expanded day learning staff, crossing guards, tutors, and volunteers.** The training shall be offered under the direction of a district counselor, ~~psychologist,~~ **and/or social worker who has received advanced training specific to suicide and who may collaborate** ~~and/or in cooperation~~ with one or more **county or** community mental health agencies.

AR 5141.52(b)

SUICIDE PREVENTION (continued)

(cf. 1240 - Volunteer Assistance)

(cf. 4112.21 - Interns)

(cf. 4121 - Temporary/Substitute Personnel)

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

(cf. 5142 - Safety)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 6145.2 - Athletic Competition)

Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. Materials also may include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Additionally, Staff development shall include research and information related to the following topics:

Note: Education Code 215 **mandates** that the district's policy specifically address the needs of high-risk groups; see the accompanying Board policy. One strategy to specifically address their needs is to increase staff awareness of the higher rates of suicide among these groups, as provided in item #1 below.

1. The higher risk of suicide among certain groups, including, but not limited to, students who are impacted by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning

Note: Staff development may include training about individual risk factors associated with suicide, as provided in item #2 below. Information about risk factors is available from **MHSOAC's Striving for Zero: California's Strategic Plan for Suicide Prevention 2020-2025** ~~CDE~~, the Centers for Disease Control and Prevention, American Association of Suicidology, American Foundation for Suicide Prevention, Trevor Project, and other **publications,** agencies, and organizations.

2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of

isolation, interpersonal conflicts, a recent severe **or traumatic** stressor or loss, family instability, impulsivity, and other factors

(cf. 5131.6 - Alcohol and Other Drugs)

AR 5141.52(c)

SUICIDE PREVENTION (continued)

3. **Identification of students who may be at risk of suicide, including, but not limited to, w**arning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent
4. Protective factors that may help to decrease a student's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community
5. Instructional strategies for teaching the suicide prevention curriculum, **and** promoting mental and emotional health, **reducing the stigma associated with mental illness, and using safe and effective messaging about suicide**

6. The importance of early prevention and intervention in reducing the risk of suicide

- 76.** School and community resources and services, including resources and services that meet the specific needs of high-risk groups

(cf. 5141.6 - School Health Services)

(cf. 6164.2 - Guidance/Counseling Services)

- 87.** Appropriate ways to interact with a student who is demonstrating emotional distress or is suicidal and procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide, including, but not limited to, appropriate protocols for **constant** monitoring **and supervision of** the student, **during the time the student is in the school's physical custody**, while the immediate referral of the student to medical or mental health services is being processed

- 98.** District procedures for responding after a suicide has occurred

10. Common misconceptions about suicide

The district may provide additional professional development in suicide risk assessment and crisis intervention to district mental health professionals, including, but not limited to, school counselors, psychologists, social workers, and nurses.

Instruction

Note: The state's content standards for health education include voluntary standards pertaining to mental, emotional, and social health at selected elementary and secondary grades and suicide prevention instruction at grade 7 or 8 and in high school.

AR 5141.52(d)

SUICIDE PREVENTION (continued)

CDE recommends that the instruction be under the supervision of district-employed mental health professionals following consultation with county and community health agencies, and that it be incorporated into areas of the curriculum in addition to health classes.

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. Suicide prevention instruction shall be incorporated into the health education curriculum in an age **and developmentally** appropriate manner and shall be designed to help students:

1. Identify and analyze **warning signs** ~~of and risk factors associated with suicide, including, but not limited to, understanding how mental health challenges and emotional distress, such as depression and self-destructive behaviors in oneself and others and understand how~~ feelings of depression, loss, isolation, inadequacy, and anxiety, can lead to thoughts of suicide
2. Develop coping and resiliency skills **for dealing with stress and trauma,** and **building** self-esteem
3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent
4. Identify trusted adults;**;** school resources, **including the district's suicide prevention, intervention, and referral procedures;** and/or community crisis intervention resources where youth can get help **and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention**

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

(cf. 5141.6 - School Health Services)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6164.2 - Guidance/Counseling Services)

5. **Develop help-seeking strategies** and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention

(cf. 5131.6 - Alcohol and Other Drugs)

6. Recognize that early prevention and intervention can drastically reduce the risk of suicide

The Superintendent or designee may develop and implement school activities that raise awareness about mental health wellness and suicide prevention.

AR 5141.52(e)

SUICIDE PREVENTION (continued)

(cf. 6145.8 - Assemblies and Special Events)

Student Identification Cards

Note: The following section is for use by districts that serve students in grades 7-12. Education Code 215.5 requires districts that issue or reissue 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. **If, as of July 1, 2020, the district has unissued student identification cards that do not comply with the above requirements, the cards should be issued until the supply is depleted.**

Student identification cards for students in grades 7-12 shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number. (Education Code 215.5)

Intervention

Note: Education Code 215 **mandates** that the district's policy and procedures address suicide intervention. The following section should be revised to reflect district practice. **In addition, the district may choose to incorporate crisis intervention strategies in its comprehensive school safety plan adopted pursuant to Education Code 32280-32289.5; see BP/AR 0450 - Comprehensive Safety Plan.**

The following paragraph is for use by districts that have formed and trained district and/or school site crisis intervention team(s) to assist with suicide intervention; see the accompanying Board policy. The National Association of School Psychologists (NASP) recommends that crisis intervention teams assign one or more individuals as a "designated reporter" to receive and act upon all reports from teachers, other staff, and students who may be suicidal.

~~In addition, the district may choose to incorporate crisis intervention strategies in its comprehensive school safety plan adopted pursuant to Education Code 32280-32289.5; see BP/AR 0450 - Comprehensive Safety Plan.~~

The Superintendent or designee shall provide the name, title, and contact information of the members of the district and/or school crisis intervention team(s) to students, staff, parents/guardians, and caregivers and on school and district web sites. Such notifications shall identify the mental health professional who serves as the crisis intervention team's designated reporter to receive and act upon reports of a student's suicidal intention.

Students shall be encouraged to notify a teacher, principal, counselor, **designated reporter**, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

AR 5141.52(f)

SUICIDE PREVENTION (continued)

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, the staff member shall promptly notify the principal, ~~or~~ school counselor, **or designated reporter**, who shall implement district intervention protocols as appropriate.

Note: Education Code 49602 generally protects the confidentiality of information of a personal nature disclosed to a school counselor by a student age 12 years or older or by a parent/guardian. However, in certain circumstances, the counselor may disclose such information to avert a clear and present danger to the health, safety, or welfare of the student or others within in the school community. Also see BP 6164.2 - Guidance/Counseling Services.

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, ~~referenced, or~~ discussed, **or referred to** with third parties, the counselor may report to the principal or student's parents/guardians when there is reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student or others within the school community. In addition, the counselor may disclose information of a personal nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment, **or to report child abuse and neglect as required by Penal Code 11164-11174.3**. (Education Code 49602)

(cf. 5141 - Health Care and Emergencies)

Whenever schools establish a peer counseling system to provide support for students, peer counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.

(cf. 5138 - Conflict Resolution/Peer Mediation)

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

1. Immediately securing medical treatment and/or mental health services as necessary
2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened

3. Keeping the student under continuous adult supervision **and providing comfort to the student** until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene
4. Removing other students from the immediate area as soon as possible

AR 5141.52(g)

SUICIDE PREVENTION (continued)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5141 - Health Care and Emergencies)

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

(cf. 5125 - Student Records)

Note: The following paragraph is **optional**. If a student's parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide, the Superintendent or designee shall consider whether a referral to child protective services for child neglect is needed. Pursuant to Penal Code 11164-11174.3, the Child Abuse and Neglect Reporting Act, school employees who are mandated reporters are required to report child abuse or neglect, as defined in law, when they have knowledge of or reasonably suspect that a child is a victim of child abuse or neglect. See BP/AR 5141.4 - Child Abuse Prevention and Reporting.

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether it is necessary, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate **next** steps to ensure the student's readiness for return to school and determine the need for ongoing support.

Postvention

Note: Education Code 215 **mandates** that the district's policy and procedures address suicide postvention. The following section should be revised to reflect district practice.

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In

accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

AR 5141.52(h)

SUICIDE PREVENTION (continued)

Note: Research has identified an increased risk of suicide among youth who are grieving the suicide of another (so-called "suicide contagion"). The ~~National Association of School Psychologists~~ **NASP**, in its Preventing Suicide: Guidelines for Administrators and Crisis Teams, recommends that memorials should be implemented with care so as not to sensationalize or glamorize suicide and thereby increase the suicide risk to other students. If a memorial is conducted for a student who dies by suicide, the association suggests a living memorial, such as making donations to a local crisis center, participating in an event that raises awareness about suicide prevention, or providing other opportunities for service activities in the school that emphasize the importance of students taking care of each other.

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. The Superintendent or designee shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. Students significantly affected by suicide death and those at risk of imitative behavior should be identified and closely monitored. School staff may receive assistance from school counselors or other mental health professionals in determining how **to** best ~~to~~ discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

(cf. 1112 - Media Relations)

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

(12/18 3/20) 6/21

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CSBA Sample Board Policy

Students

BP 5142.2(a)

SAFE ROUTES TO SCHOOL PROGRAM

Note: The following **optional** policy may be revised to reflect district practice. ~~Districts are encouraged to review CSBA's policy brief, *Safe Routes to School: Program and Policy Strategies for School Districts*, when developing policy on this topic.~~

Education Code 44808 provides that districts are not responsible or in any way liable for the conduct or safety of students at any time when students are not on school property unless the district has undertaken to provide transportation for students to and from the school premises, has undertaken a school-sponsored activity off premises, has otherwise specifically assumed responsibility or liability, or has failed to exercise reasonable care under the circumstances. In addition, districts should consult legal counsel and/or the district's insurance provider regarding any potential liability issues. Also see BP/AR 5142 - Safety.

~~Both state and federal grants are available to support local efforts to increase the number of students walking and bicycling to school and to make it safer for them to do so. The federal Safe Routes to Schools (SRTS) program supports both infrastructure and noninfrastructure projects and focuses on grades K-8 (23 USC 148). The state program, referred to as SR2S, provides funding to cities and counties for infrastructure projects in the vicinity of K-12 schools, with up to 10 percent expenditure allowable for noninfrastructure activities (Streets and Highways Code 2333.5). Funding for both federal and state programs is distributed through the California Department of Transportation's (Caltrans) Division of Local Assistance. Questions about program administration may be directed to the Caltrans regional coordinator.~~

Strategies to promote walking, bicycling, and other forms of active transport to school may be **included** ~~referenced~~ in the district's school wellness policy, adopted pursuant to ~~the federal Child Nutrition and Women, Infants and Children (WIC) Reauthorization Act of 2004 (42 USC 1758b)~~, which is required to include goals for physical activity, ~~see BP 5030 - Student Wellness~~. Strategies may also be included in the district's comprehensive safety plan adopted pursuant to Education Code 32282, ~~and see AR 0450 - Comprehensive Safety Plan~~, **the district's environmental programs.** ~~See BP 5030 - Student Wellness, AR 0450 - Comprehensive Safety Plan, and BP 3510 - Green School Operations.~~

The Governing Board recognizes that walking, bicycling, and other forms of active transport to school **promote increase** students' physical activity and reduce vehicle traffic and air pollution in the vicinity of schools. As part of the district's coordinated approach to supporting student wellness and safety and enhancing student learning **and achievement**, the Superintendent or designee shall develop and implement strategies to establish and **promote encourage** safe routes to school program activities.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3510 - Green School Operations)

(cf. 3514 - Environmental Safety)

(cf. 5030 - Student Wellness)

(cf. 5142 - Safety)

All students shall have equitable access and opportunity to participate in the district's safe routes to school program.

SAFE ROUTES TO SCHOOL PROGRAM (continued)*(cf. 0415 - Equity)*

Note: Districts that have a school wellness council and/or a committee that focuses on environmental efforts may want to identify those groups to assist with the planning and coordination of safe routes to school activities, as described below. Districts may revise the following paragraph to reflect district practice.

The Superintendent or designee may **identify** **appoint** a program coordinator **or** **and identify** **or** establish district and/or school site committees to oversee and coordinate related activities.

The Superintendent or designee may collaborate with local public works and public safety departments, transportation agencies, other city and county agencies, school staff, students, parents/guardians and parent organizations, health organizations, community organizations, and/or businesses in the development, implementation, and evaluation of strategies.

*(cf. 1220 - Citizen Advisory Committees)**(cf. 1230 - School-Connected Organizations)**(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)**(cf. 1700 - Relations Between Private Industry and the Schools)**(cf. 6020 - Parent Involvement)*

Strategies **in support of the safe routes to school program** shall be based on the grade levels of the students and an assessment of the conditions and needs of each school and the surrounding neighborhoods.

Note: Both state and federal grants are available to support local efforts to increase the number of students walking and bicycling to school and to make it safer for them to do so. The federal Safe Routes to Schools (SRTS) program supports both infrastructure and noninfrastructure projects and focuses on grades K-8 (23 USC 148). The state program, referred to as SR2S, provides funding to cities and counties for infrastructure projects in the vicinity of K-12 schools, with up to 10 percent expenditure allowable for noninfrastructure activities (Streets and Highways Code 23333.5). Pursuant to 23 USC 133, funding for infrastructure and noninfrastructure projects that support safe routes to schools may be available under the Surface Transportation Block Grant. At the state level, districts may apply for funding through the Active Transportation Program (ATP) (Streets and Highways Code 2380-2385). Funding for both federal and state programs is distributed through the California Department of Transportation's (Caltrans) Division of Local Assistance. Questions about program administration may be directed to the Caltrans regional coordinator.

When local agencies partner together to apply for a state or federal grant, the city or county is generally the lead applicant for infrastructure funding. A school district may be named as the responsible agency for a federal grant if it partners with a city, county, or transportation agency. However, **Additionally, the district may collaborate **with local agencies and organizations** to find funding sources and **also** may seek alternative funding sources for district projects and events that are not covered by a grant.**

Streets and Highways Code 2380 expresses legislative intent that disadvantaged communities fully share in the benefits of the ATP, and Streets and Highways Code 2382 requires that the guidelines for

the ATP ensure that no less than 25 percent of overall program funds benefit disadvantaged communities, as defined, during each program cycle.

BP 5142.2(c)

SAFE ROUTES TO SCHOOL PROGRAM (continued)

The Superintendent or designee shall explore the availability of grant funds and other sources of funding to support related projects and activities.

(cf. 1260 - Educational Foundation)

(cf. 3100 - Budget)

(cf. 3290 - Gifts, Grants and Bequests)

(cf. 3470 - Debt Issuance and Management)

(cf. 3471 - Parcel Taxes)

(cf. 7110 - Facilities Master Plan)

Note: The following **optional** paragraph may be revised to reflect indicators agreed upon by the Governing Board and Superintendent ~~or designee~~ to assess progress toward program goals. To assist with program evaluation, the National Center for Safe Routes to School (NCSRTS) has developed a standardized survey of parents/guardians' attitudes about allowing their child to walk or bicycle to school as well as student tally forms for recording the modes of travel that students use. NCSRTS recommends that a district use these forms both before and after implementation of a project in order to evaluate changes in attitudes and behaviors. NCSRTS also provides **an online data system to enter and view data collected from the data analysis and report preparation of** parent surveys and student tallies. Caltrans requires the use of these evaluation forms by grant recipients.

Legal Reference:

EDUCATION CODE

~~32282 32283~~ Comprehensive safety plan

44808 Liability for conduct or safety of students when not on district property

45450-45451 Crossing guards

GOVERNMENT CODE

65352.2 General planning; communication between cities, counties and school districts

STREETS AND HIGHWAYS CODE

~~2333.5 Safe routes to schools construction program~~

2380-2385 Active Transportation Program

VEHICLE CODE

21200-~~21213 21212~~ Operation of bicycles, especially:

21212 Helmet required for bicycle, nonmotorized scooter, skateboard, skates

21949-21971 Pedestrian rights and duties

Legal Reference continued: (see next page)

SAFE ROUTES TO SCHOOL PROGRAM (continued)

Legal Reference: (continued)

UNITED STATES CODE, TITLE 23

133 Surface transportation block grant program

148 Highway safety improvement program

UNITED STATES CODE, TITLE 42

1758b Local wellness policy

COURT DECISIONS

Cerna v. City of Oakland (2008) 161 Cal.App.4th 1340

Management Resources:

CSBA PUBLICATIONS

Safe Routes to School: Program and Policy Strategies for School Districts, Policy Brief, August 2009

Building Collaboration: Tools and Ideas for Creating Active Living, Healthy Eating Communities, August 2009

CALIFORNIA DEPARTMENT OF TRANSPORTATION PUBLICATIONS

Active Transportation Program Fact Sheet, January 2020

ATP Purpose and Goals as Defined by the State Legislature and SB 99, March 2015

NATIONAL CENTER FOR SAFE ROUTES TO SCHOOL PUBLICATIONS

Safe Routes to School Guide

NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION PUBLICATIONS

Advancing Pedestrian and Bicyclist Safety: A Primer for Highway Safety Professionals, April 2016

Safe Routes to School Toolkit, 2002

SAFE ROUTES TO SCHOOL NATIONAL PARTNERSHIP PUBLICATIONS

Safe Routes to School by the Numbers: Using Data to Foster Walking and Biking to School, June 2016

Safe Routes to School 2009 Policy Report: Moving to the Future: Building on Early Achievements, March 2009

WEB SITES

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

California Center for Physical Activity: <http://www.eaphysicalactivity.org>

California Department of Transportation, Safe Routes to School:

<http://www.dot.ca.gov/hq/LocalPrograms/saferoutes/saferoutes.htm>

National Center for Safe Routes to School: <http://www.saferoutesinfo.org>

National Highway Traffic Safety Administration: <http://www.nhtsa.gov>

Safe Routes to School National Partnership: <http://www.saferoutespartnership.org>

U.S. Department of Transportation, Federal Highway Administration, Safe Routes to School:

~~<http://safety.fhwa.dot.gov/saferoutes>~~ **https://www.fhwa.dot.gov/environment/safe_routes_to_school**

CSBA Sample Administrative Regulation

Students

AR 5142.2(a)

SAFE ROUTES TO SCHOOL PROGRAM

Note: The following **optional** administrative regulation should be revised to reflect district practice. The strategies listed below are organized around the "**five fundamental E's**" (~~education, encouragement, enforcement, engineering, and evaluation~~) recommended for inclusion in all local programs by the U.S. Department of Transportation's Federal Highway Administration (**NHTSA**) and the National Center for Safe Routes to School's online resource guide, ~~the Safe Routes to School Guide~~. **NHTSA's Advancing Pedestrian and Bicyclist Safety: A Primer for Highway Safety Professionals states that the most often addressed E's are engineering, education, and enforcement, with encouragement and engagement, evaluation, emerging technologies, emergency response, and equity as other important E's to consider.**

District strategies to improve student safety along routes to school and to promote walking, bicycling, and other forms of active transport to school by students may include:

1. Education activities that promote safety and awareness, such as:
 - a. Instructing students about pedestrian, bicycle, and personal safety
 - b. Instructing students about the health, **academic**, and environmental benefits of walking, bicycling, and other forms of active transport to school

(cf. 3510 - Green School Operations)

(cf. 5030 - Student Wellness)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6142.8 - Comprehensive Health Education)

- c. Offering driver safety **education information** to high school students, parents/guardians, and the community **to promote safety around school campuses and routes**
2. Encouragement strategies designed to generate interest in active transport to school, such as:
 - a. Organizing or facilitating "walking school buses" and/or "bicycle trains" whereby students walk or bike to school in groups escorted by parents/guardians or other volunteers as needed
 - b. Organizing special events and activities, such as Walk or Bike to School Day, International Walk to School Month, or year-round competitions
 - c. Publicizing the district's efforts in order to build support of parents/guardians and the community, including providing information about the district's safe

SAFE ROUTES TO SCHOOL PROGRAM (continued)

routes to school program in parent/guardian communications and in any notifications about transportation options

(cf. 1112 - Media Relations)

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District Sponsored Social Media)

(cf. 3540 - Transportation)

(cf. 3541 - Transportation Routes and Services)

3. Enforcement strategies to deter unsafe behaviors of drivers, pedestrians, and bicyclists, such as:
 - a. Initiating or expanding crossing guard, student safety patrol, and/or parent/guardian safety patrol programs

(cf. 5142 - Safety)

- b. Partnering with local law enforcement to help ensure that traffic laws are obeyed in the vicinity of schools and to implement appropriate measures such as placement of speed feedback monitors, ticketing, and/or driver safety campaigns
 - c. Monitoring to ensure that students who bicycle to school or who use skateboards, skates, or nonmotorized scooters wear helmets in accordance with Vehicle Code 21212
4. Engineering strategies that address the design, implementation, operation, and maintenance of traffic control devices or physical measures, such as:
 - a. Working with local government agencies, parents/guardians, school staff, and others as appropriate to gather data about environmental conditions and hazards along routes to school

(cf. 1220 - Citizen Advisory Committees)

(cf. 1230 - School-Connected Organizations)

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

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

(cf. 6020 - Parent Involvement)

- b. Working with local government agencies to make operational and physical improvements that reduce or eliminate hazards, such as reducing motor vehicle traffic speeds in the area and establishing safer and fully accessible crosswalks, walkways, trails, and bikeways

SAFE ROUTES TO SCHOOL PROGRAM (continued)

- c. Assessing the adequacy, accessibility, and safety of bicycle parking at schools and making modifications as needed, such as increasing the number of or relocating bicycle racks and/or equipment storage areas

(cf. 7111 - Evaluating Existing Buildings)

- d. Considering safe routes to school when making decisions about siting and designing of new schools

(cf. 7110 - Facilities Master Plan)

(cf. 7150 - Site Selection and Development)

Note: See the accompanying Board policy for additional information about program evaluation, including examples of indicators that may be used to measure program implementation and effectiveness.

- 5. Evaluation to assess progress toward program goals, including:
 - a. Gathering and interpreting data based on indicators established by the Superintendent ~~or designee~~ and the Governing Board
 - b. Presenting data to the Board, program partners, and the public
 - c. Recommending program modifications as needed

6. Emerging technologies that aid in the prevention and mitigation of accidents

7. Emergency response in managing injuries after an accident occurs, including, but not limited to, training staff, crossing guards, student and/or parent/guardian safety patrols, and other volunteers who assist with drop-off and pick-up in emergency procedures

(cf. 0450 - Comprehensive Safety Plan)

8. Equity, such that resources are distributed in a manner that provides safe access and participation in an equitable manner

(cf. 0415 - Equity)

CSBA Sample Board Policy

Students

BP 5145.12(a)

SEARCH AND SEIZURE

Note: The following **optional** policy ~~and accompanying administrative regulation~~ should be modified to reflect district practice. **The legality of a search by school officials is complex and depends on the particular circumstances surrounding the search. Districts with specific questions about the legality of a search should consult legal counsel.** It is also recommended that the district work with legal counsel to provide staff development for employees conducting searches on behalf of the district.

The following policy and accompanying administrative regulation address circumstances under which searches of individual students may be authorized based on individualized suspicion, and circumstances under which the district may conduct searches without individualized suspicion (e.g., searches of lockers, use metal detectors, or use contraband detection dogs). In In re Sean A., the Court of Appeal upheld a limited search for weapons or drugs without individualized suspicion where a school policy called for students who left campus and returned in the middle of the day to be searched. Districts that wish to develop policy authorizing limited searches for weapons or drugs without individualized suspicion should consult legal counsel.

The Governing Board is fully committed to promoting a safe learning environment and, to the extent possible, eliminating the possession and use of weapons, illegal drugs, and other controlled substances by students on school premises and at school activities. As necessary to protect the health and welfare of students and staff, **and only as authorized by law, Board policy, and administrative regulation,** school officials may search students, their property, and/or district property under their control and may seize illegal, unsafe, or otherwise prohibited items. ~~The Board urges that employees~~ **School officials shall exercise discretion and use good judgment when conducting searches.**

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

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

~~(cf. 1312.1 - Complaints Concerning District Employees)~~

~~(cf. 3515 - Campus Security)~~

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

~~(cf. 5131 - Conduct)~~

~~(cf. 5131.7 - Weapons and Dangerous Instruments)~~

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

~~(cf. 5145.3 - Nondiscrimination/Harassment)~~

~~The Board urges that employees exercise discretion and good judgment. When conducting a search or seizure, employees shall act in accordance with law, Board policy, and administrative regulation.~~

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

~~(cf. 1312.1 - Complaints Concerning District Employees)~~

~~(cf. 5145.3 - Nondiscrimination/Harassment)~~

SEARCH AND SEIZURE (continued)

Note: ~~As discussed below, the law surrounding student searches is complex. Therefore, it is recommended that the district work with legal counsel to provide training for employees conducting searches on behalf of the district.~~

The Superintendent or designee shall ensure that staff who conduct student searches receive training regarding the requirements of the district's policy and administrative regulation and other legal issues, as appropriate.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331- Staff Development)

Individual Searches Based on Individualized Suspicion

Note: The Fourth Amendment of the U.S. Constitution, which prohibits unreasonable search and seizure, also applies to students in the school setting. In *New Jersey v. T.L.O.*, the U.S. Supreme Court held that the legality of a search of a student and/or ~~his/her~~ **the student's** belongings depends on whether the search is "reasonable." The "reasonableness" of a search depends on two factors: (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.

In *Redding v. Safford Unified School District*, the U.S. Supreme Court held that a strip search of a student ~~(permissible in Arizona schools)~~ was beyond the scope and overly intrusive in light of the seriousness of the student's alleged violation (i.e., possession of ibuprofen), the lack of immediate danger, and the lack of justification for the search given that the basis of the search was an uncorroborated tip from a fellow student. Although the specific type of search discussed in the court decision is not permissible in California schools pursuant to Education Code 49050, the factors considered by the court are applicable to an analysis as to whether a search is reasonable in scope, as specified below.

~~The law regarding searches of students' cellular phones, personally owned computers, or other personal communications devices is still developing. It is especially difficult to determine whether the school can impose discipline in circumstances where the behavior, such as sending a threatening message, occurs off-campus; see BP 5131 Conduct. When the student brings an electronic device onto school grounds, it may be searched by school officials, but the search is subject to the same legal standards as a search of other student property, such as a backpack or purse. Therefore, when searching a student's personally owned electronic device, the district must have individualized suspicion that the search will lead to evidence that the student is violating a specific law or school rule and the scope of the search must be reasonably related to that violation. For example, searching a student's phone for evidence against another student or searching text messages extending well beyond the period of time of the alleged violation would likely be considered excessive in scope and thus unlawful. These standards for personally owned items are not applicable to a district's right to monitor a student's use of district owned computer equipment or networks, subject to the district's acceptable use agreement; see BP/E 6163.4 Student Use of Technology.~~

School officials may search any individual student, ~~his/her~~ **the student's** property, or district property under ~~his/her~~ **the student's** control when there is a reasonable suspicion that the search will uncover evidence that ~~he/she~~ **the student** is violating the law, Board policy,

SEARCH AND SEIZURE (continued)

administrative regulation, or other rules of the district or the school. Reasonable suspicion shall be based on specific and objective facts that the search will produce evidence related to the alleged violation.

The types of student property that may be searched by school officials include, but are not limited to, lockers, desks, purses, backpacks, student vehicles parked on district property, cellular phones, or other electronic communication devices.

Note: In *Redding v. Safford Unified School District*, the U.S. Supreme Court held that a strip search of a student (permissible in Arizona schools) was beyond the scope and overly intrusive in light of the seriousness of the student's alleged violation (i.e., possession of ibuprofen), the lack of immediate danger, and the lack of justification for the search given that the basis of the search was an uncorroborated tip from a fellow student. Although the specific type of search discussed in the court decision is not permissible in California schools pursuant to Education Code 49050, the factors considered by the court are applicable to an analysis as to whether a search is reasonable in scope, as specified below.

Any search of a student, **his/her the student's** property, or district property under **his/her the student's** control shall be limited in scope and designed to produce evidence related to the alleged violation. Factors to be considered by school officials when determining the scope of the search shall include the danger to the health or safety of students or staff, such as the possession of weapons, drugs, or other dangerous instruments, and whether the item(s) to be searched by school officials are reasonably related to the contraband to be found. In addition, school officials shall consider the intrusiveness of the search in light of the student's age, gender, and the nature of the alleged violation.

The types of student property that may be searched by school officials include, but are not limited to, lockers, desks, purses, backpacks, **and** student vehicles parked on district property, cellular phones, or other electronic communication devices.

Note: In California, searches of personal electronic devices such as cellular phones are subject to the restrictions imposed by Penal Code 1546.1 in addition to the prohibitions against unreasonable searches and seizures under the Fourth Amendment. Districts with questions about searches of electronic devices such as cellular phones should consult legal counsel.

A student's personal electronic device may be searched only if a school official, in good faith, believes that an emergency involving danger of death or serious physical injury to the student or others requires access to the electronic device information.

(cf. 6163.4 - Student Use of Technology)

Employees shall not conduct strip searches or body cavity searches of any student. (Education Code 49050)

Searches of individual students shall be conducted in the presence of at least two district employees.

SEARCH AND SEIZURE (continued)

The principal or designee shall notify the parent/guardian of a student subjected to an individualized search as soon as possible after the search.

(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)

Searches of Multiple Student Lockers/ and Desks

Note: **The ability of school officials to search a locker without individualized suspicion depends on whether, under the circumstances, the student has a reasonable expectation of privacy in the locker. In In re Cody S., the Court of Appeal observed that, while students in California generally have a reasonable expectation of privacy in lockers, that expectation can be limited where school policy makes it clear that lockers are the property of the district and subject to search. Nonetheless, board policy alone will not determine whether a student has a reasonable expectation of privacy in a locker as other circumstances such as staff communication and school practice can also inform the reasonableness of a student's expectation of privacy. Districts with specific questions about whether school officials can search lockers without individualized suspicion should consult legal counsel.**

~~Like other student belongings, individual lockers and desks may be searched when there is reasonable, individualized suspicion, subject to the limits discussed in the above section entitled "Individual Searches." An argument could be made that, because lockers and desks are the property of the district, a student does not have an expectation of privacy and thus school officials could search them at any time, without individualized suspicion. However, because California courts have not ruled on this issue, the state of the law is unclear and districts that wish to develop policy authorizing searches of lockers and desks at any time, without individualized suspicion, should consult legal counsel.~~

The following **optional** section is for districts that conduct regular, announced inspections of multiple student lockers and/or desks **and should be revised to reflect district practice.** ~~Because such searches are random and announced in advance, individualized suspicion is not required.~~

All student lockers and desks are the property of the district. The principal or designee may conduct a general inspection of school properties that are within the control of students, such as lockers and desks, on a regular, announced basis, with students standing by their assigned lockers or desks. Any items contained in a locker or desk shall be considered to be the property of the student to whom the locker or desk was assigned.

SEARCH AND SEIZURE (continued)

Use of Contraband Detection Dogs

Note: The following **optional** section is for districts that use trained dogs for random and unannounced inspections for contraband. Prior to instituting such a program, districts wishing to conduct these types of "sniff searches" should make specific findings as to the need for the program and consult legal counsel.

Legally, problems arise when individual persons are sniffed and when students are separated from their belongings so that the belongings can be sniffed. In B.C. v. Plumas, the 9th Circuit Court of Appeals concluded that the random and suspicionless dog sniff of a student as he walked by the dog while exiting the room was unreasonable. The court found compelling the fact that there were not specific findings of a serious drug problem at the school that would necessitate the need for the use of the dogs. This court did not rule on whether sniffs of inanimate objects (such as automobiles or lockers) in a school setting are legal. However, courts outside of California (Zamora v. Pomeroy and Horton v. Goose Creek Independent School District) have indicated that dog sniffing around lockers and cars would probably not be deemed a "search" and thus would be permissible on a random basis without individualized suspicion. If the dog then alerts on a particular car or locker, this alert could then constitute the reasonable suspicion needed in order to conduct a search.

The law is unclear as to whether the district can conduct random and unannounced use of dogs whereby students are asked or required to leave their belongings so that the dog can sniff those belongings. An Attorney General opinion (83 Ops.Cal.Atty.Gen. 257 (2001-2000)) states that, unless exigent circumstances exist (e.g., supporting data of a known drug problem), requiring students to leave their belongings behind in the classroom (e.g., backpacks, purses, jackets) in order to conduct random, unannounced and neutral sniff

tests on students' personal belongings would be unreasonable and therefore unconstitutional. Whether the district can "ask" students to leave their belongings behind is also questionable since such a request might be considered an unconstitutional "seizure." Districts that wish to institute either type of policy should consult legal counsel and have specific data demonstrating the need for such a policy. Although Attorney General opinions are not law, they are generally afforded deference by the courts. See the accompanying administrative regulation.

In an effort to keep the schools free of dangerous contraband, the district may use specially trained, nonaggressive dogs to sniff out and alert staff to the presence of substances prohibited by law or Board policy. The dogs may sniff the air around lockers, desks, or vehicles on district property or at district-sponsored events. Dogs shall not sniff within the close proximity of students or other persons and may not sniff any personal items on those persons **without individualized suspicion.** ~~without their consent.~~

Legal Reference: (see next page)

SEARCH AND SEIZURE (continued)

Legal Reference:

EDUCATION CODE

32280-32289 School safety plans
35160 Authority of governing boards
35160.1 Broad authority of school districts
48900-48927 Suspension and expulsion
49050-49051 Searches by school employees
49330-49334 Injurious objects

PENAL CODE

626.9 Firearms
626.10 Dirks, daggers, knives or razor
1546-1546.1 Production of or access to electronic communication information

CALIFORNIA CONSTITUTION

Article I, Section 28(c) Right to Safe Schools

COURT DECISIONS

In G.C. v. Owensboro Public Schools (6th Cir. 2013) 711 F.3d 623

In re Sean A. (2010) 191 Cal. App. 4th 182

Redding v. Safford Unified School District, (2009) 557 U.S. 364 (2009)

B.C. v. Plumas, (9th Cir. 1999) 192 F.3d 1260

Jennings v. Joshua Independent School District, (5th Cir. 1992) 948 F.2d 194 557 U.S. 364 (2009)

In re Cody S., 121 Cal. App. 4th 86, 92 (2004)

Klump v. Nazareth Area School District (E.D. Pa. 2006) 425 F. Supp. 2d 622, 640

In Re William V. (2003) 111 Cal.App.4th 1464

B.C. v. Plumas, (9th Cir. 1999) 192 F.3d 1260

In re Latasha W. (1998), 60 Cal. App. 4th 1524

O'Connor v. Ortega, (1987) 480 U.S. 709

In re William G (1985) 40 Cal. 3d 550

New Jersey v. T.L.O., (1985) 469 U.S. 325

Horton v. Goose Creek Independent School District, (5th Cir. 1982) 690 F.2d 470

Zamora v. Pomeroy, (10th Cir. 1981) 639 F.2d 662

ATTORNEY GENERAL OPINIONS

83 Ops.Cal.Atty.Gen. 257 (2001-2000)

75 Ops.Cal.Atty.Gen. 155 (1992)

Management Resources:

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

WEB SITES

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

California Attorney General's Office: <http://caag.state.ca.us>

California Department of Education, Safe Schools: <http://www.cde.ca.gov/lss/>

National Institute of Justice: <http://www.ojp.usdoj.gov/nij>

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CSBA Sample Board Policy

Students

BP 5145.9(a)

HATE-MOTIVATED BEHAVIOR

Note: The following **optional** policy addresses prevention strategies for hate-motivated incidents and should be modified to reflect district practice. Elements of this policy may be integrated into existing district and school site plans, such as the local control and accountability plan, comprehensive school safety plan, and staff development plans.

The Governing Board is committed to providing a **respectful, inclusive, and** safe learning environment that protects students from discrimination, harassment, intimidation, bullying, **or any other type of behavior that is motivated by hate.** ~~and other behavior motivated by a person's hostility towards another person's real or perceived ethnicity, national origin, immigrant status, sex, gender, sexual orientation, religious belief, age, disability, or any other physical or cultural characteristic.~~ The Superintendent or designee shall design strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents if they occur.

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

(cf. 0415 - Equity)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5131.5 - Vandalism and Graffiti)

(cf. 5136 - Gangs)

(cf. 5137 - Positive School Climate)

(cf. 5141.52 - Suicide Prevention)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

Note: The following paragraph reflects the definition of "hate-motivated behavior" specified in the California Department of Education's (CDE) publication Bullying at School, expanded to include the categories of protected characteristics identified in state and federal law. Also see BP 0410 - Nondiscrimination in District Programs and Activities and AR 1312.3 - Uniform Complaint Procedures.

Hate-motivated behavior is any behavior intended to cause emotional suffering, physical injury, or property damage through intimidation, harassment, bigoted slurs or epithets, force or threat of force, or vandalism motivated in part or in whole by bias or hostility toward the victim's real or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55.

HATE-MOTIVATED BEHAVIOR (continued)

The Superintendent or designee shall design strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents **in a timely manner** ~~if when they occur.~~

Note: Hate-motivated behavior, such as an assault, physical threat, bomb threat, destruction of property, graffiti, and ~~certain types of~~ vandalism, may constitute a crime under state or federal law. Local law enforcement agencies, ~~and human rights commissions,~~ **and community organizations** throughout the state have established countywide hate crimes networks aimed at responding to and preventing hate crimes.

Districts can identify local hate crime resources through the California Association of Human Relations Organizations, which conducts activities designed to protect human and civil rights **by creating a climate of respect and inclusion** through networks of collaborations that reduce community tension and build intergroup relationships.

~~The following optional paragraph should be revised to reflect district practice.~~

The Superintendent or designee shall collaborate with regional programs and community organizations to promote **safe-an** environments **for youth where diversity is celebrated and hate-motivated behavior is not tolerated.** Such collaborative efforts shall focus on ~~ensuring an efficient use of district and community resources,~~ **developing the development of** effective prevention strategies and response plans, **providing provision of** assistance to students affected by hate-motivated behavior, and/or ~~educating~~ **education of** students who have perpetrated hate-motivated acts.

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

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

(cf. 5148.2 - Before/After School Programs)

The district shall provide students with age-appropriate instruction that:

1. ~~it~~ **Includes the development of social-emotional learning;**
2. ~~p~~ **Promotes their an understanding, awareness, appreciation, of** and respect for human rights, **human relations,** diversity, and acceptance in a multicultural society;
3. **Explains the harm and dangers of explicit and implicit biases**
4. **Discourages discriminatory attitudes and practices and**
5. ~~p~~ **Provides strategies to manage conflicts constructively;**

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 6142.3 - Civic Education)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6142.94 - History-Social Science Instruction)

HATE-MOTIVATED BEHAVIOR (continued)

As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

(cf. 6164.2 - Guidance/Counseling Services)

When appropriate, students who engage in hate-motivated behavior shall be disciplined.

(cf. 5144 - Discipline)

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

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

~~The Superintendent or designee shall ensure that the rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident are provided to students and parents/guardians.~~

Note: Education Code 218 requires CDE, by July 1, 2021, to develop and/or update resources for use in schools serving students in grades 7-12 for in-service training for the support of lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ) students, and strategies to increase support for LGBTQ students which improve overall school climate. Pursuant to Education Code 218, districts that serve students in grades 7-12 are encouraged to use such resources to provide training at least once every two years to teachers and other certificated staff.

The Superintendent or designee shall provide staff with training **that on:**

- 1. Promotes an understanding of diversity, equity, and inclusion**
- 2. Discourages the development of discriminatory attitudes and practices**
- 3. Includes social-emotional learning and nondiscriminatory instructional and counseling methods**
- 4. Supports the prevention, recognition, recognizing and response preventing to hate-motivated behavior**
- 5. Raises the awareness and sensitivity of staff to potentially prejudicial and discriminatory behavior and on**
- 6. Includes effectively enforcement enforcing of rules for appropriate student conduct.**

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

HATE-MOTIVATED BEHAVIOR (continued)

Employees who engage in hate-motivated behavior shall be subject to disciplinary action, up to and including dismissal.

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

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

~~The Superintendent or designee shall ensure that the r~~Rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident ~~are~~ **shall be provided to students, staff, and parents/guardians.**

This policy shall be posted in a prominent location on the district's web site in a manner that is readily and easily accessible to parents/guardians and students. (Education Code 234.6)

(cf. 1113 - District and School Web Sites)

Complaints ~~Process~~

Note: Pursuant to Education Code 234.1, districts are required to adopt a process for receiving and investigating complaints involving unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) based on race or ethnicity, nationality, **disability**, gender, **gender identity**, **gender expression**, sex, sexual orientation, religion, immigration status, or any characteristic contained in the definition of hate crimes in Penal Code 422.55, **or association with a person or group with one or more of these actual or perceived characteristics**. In addition, federal regulations require districts to adopt procedures providing for the prompt and equitable resolution of complaints of discrimination on the basis of sex (34 CFR 106.8), disability (34 CFR 104.7 and 28 CFR 35.107), and age (34 CFR 110.25). Pursuant to 5 CCR 4600-4670, uniform complaint procedures (UCP) must be used for this purpose. See BP/AR 1312.3 - Uniform Complaint Procedures. **Complaints of sexual harassment that meet the federal definition of sexual harassment in 34 CFR 106.30 must be addressed through the procedures specified in 34 CFR 106.44-106.45; see AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.**

Although some incidents of harassment, intimidation, or bullying may not fall within the provisions of Education Code 234.1 or federal civil rights regulations, CSBA ~~strongly~~ recommends that districts use the UCP to investigate all incidents (whether discriminatory or nondiscriminatory) to ensure consistent implementation by district staff. It is not always easy or possible for staff to know prior to an investigation whether a student was victimized because of ~~his/her an~~ **his/her an** actual or perceived membership in a legally protected class. Those incidents found to involve discrimination based on the results of the investigation would then be resolved using the UCP. When an incident is determined to be nondiscriminatory, it should be resolved through the appropriate disciplinary process.

~~A student or parent/guardian who believes the student is a victim of hate motivated behavior is strongly encouraged to report the incident to a teacher, the principal, or other staff member.~~

Any staff member who is notified that hate-motivated behavior has occurred, observes such behavior, or otherwise becomes aware of an incident shall immediately contact the **principal**

HATE-MOTIVATED BEHAVIOR (continued)

~~or the~~ compliance officer responsible for coordinating the district's response to complaints and complying with state and federal civil rights laws. As appropriate, ~~he/she~~ **the staff member** shall also contact law enforcement.

(cf. 3515.3 - District Police/Security Department)

(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)

A student or parent/guardian who believes the student is a victim of hate-motivated behavior is ~~strongly~~ encouraged to report the incident to a teacher, the principal, **the district's compliance officer**, or other staff member.

Any complaint of hate-motivated behavior shall be investigated and, if determined to be discriminatory, shall be resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures **or other applicable procedure**. If, during the investigation, it is determined that a complaint is about nondiscriminatory behavior, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

~~*(cf. 5144 - Discipline)*~~

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

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

~~*(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)*~~

Legal Reference: (see next page)

HATE-MOTIVATED BEHAVIOR (continued)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32282 School safety plans

48900.3 Suspension for hate violence

48900.4 Suspension or expulsion for ~~threats or~~ harassment, threats, **or intimidation**

GOVERNMENT CODE

11135 Prohibition of discrimination in programs or activities

PENAL CODE

422.55 Definition of hate crime

422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.30 Discrimination on the basis of sex in education programs and activities; definitions

106.44 Recipient's response to sexual harassment

106.45 Grievance process for formal complaints of sexual harassment

110.25 Prohibition of discrimination based on age

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Bullying at School, 2003

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

HUMAN RIGHTS CAMPAIGN FOUNDATION PUBLICATIONS

California LGBTQ Youth Report, 2019

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

Dear Colleague Letter: Harassment and Bullying, October 2010

Dear Colleague Letter: Prohibited Disability Harassment, July 2000

WEB SITES

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

California Association of Human Relations Organizations: <http://www.cahro.org>

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

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

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Department of Health and Human Services: <http://www.stopbullying.gov>

U.S. Department of Justice: <https://www.justice.gov>

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CSBA Sample Administrative Regulation

Instruction

AR 6162.51(a)

STATE ACADEMIC ACHIEVEMENT TESTS

Note: The following administrative regulation reflects requirements of the California Assessment of Student Performance and Progress (CAASPP) (Education Code 60600-60649) and should be revised to reflect the grade levels offered by the district.

The Superintendent or designee shall administer the California Assessment of Student Performance and Progress (CAASPP) to all district students at applicable grade levels, except those students exempted by law.

Note: The following paragraph may be revised to reflect programs offered by the district.

5 CCR 851 clarifies responsibility for the testing of charter school students who attend locally funded charter schools. Pursuant to Education Code 47651, a locally funded charter school is one that receives the state aid portion of its local control funding formula allocation through the district that either authorized the charter or was designated by the State Board of Education (SBE) as the oversight agency, rather than directly from the state.

The students of any charter school that receives its state funding allocation through the district shall be tested in coordination with the testing of district students. In addition, the Superintendent or designee shall arrange for the testing of students in any alternative education program or program conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or nonpublic, nonsectarian schools. No test shall be administered in a home or hospital except by a test administrator or test examiner. (5 CCR 851)

(cf. 0420.4 - Charter School Authorization)

(cf. 0420.41 - Charter School Oversight)

(cf. 6158 - Independent Study)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)

(cf. 6181 - Alternative Schools/Programs of Choice)

(cf. 6183 - Home and Hospital Instruction)

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

Note: The following paragraph is **optional**. Pursuant to 5 CCR 853, if the district identifies students who are unable to access the computer-based assessments, as required by 5 CCR 857, the district may use a paper and pencil version of the assessment, if available.

On or before July 1 of each year, the Superintendent or designee shall identify any district school(s) with students who are unable to access the computer-based assessment of a CAASPP test and shall report the number of such students to the test contractor. If available, a paper and pencil version of the assessment may be administered to such students. (5 CCR 853, 857)

STATE ACADEMIC ACHIEVEMENT TESTS (continued)

Note: 5 CCR 857, as amended by Register 2015, No. 48, establishes a deadline of July 1 of each year for designating a district test coordinator.

On or before July 1 of each year, the Superintendent or designee shall designate a district coordinator who shall oversee all matters related to the testing program and serve as the district representative and liaison with the test contractor and the California Department of Education (CDE). The Superintendent or designee shall also designate a coordinator for each test site. The duties of the district and site test coordinators shall include those specified in 5 CCR 857-858. (5 CCR 857-858)

Note: 5 CCR 850, as amended by Register 2015, No. 48, defines "test administrator" as an employee trained to administer the CAASPP achievement tests and "test examiner" as a certificated or licensed employee of a local educational agency trained to administer the California Alternate Assessments (CAA) for students with significant cognitive disabilities.

The Superintendent or designee also shall appoint trained test administrator(s) to administer the CAASPP achievement tests and test examiner(s) to administer the California Alternate Assessments. A test examiner shall be a certificated or licensed employee **or contractor** of the district or county office of education. (5 CCR 850)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

Note: Pursuant to 5 CCR 850, as amended by Register 2015, No. 48, a student's sibling is prohibited from serving as his/her translator or scribe during test administration.

As appropriate, the Superintendent or designee shall assign a specially trained district employee to serve as a test proctor to assist the test examiner; a specially trained district employee, or other person supervised by a district employee, to serve as a translator to translate the test directions into a student's primary language; and a district employee to serve as a scribe to transcribe a student's responses to the format required by the test. A student's parent/guardian or sibling shall not be eligible to be that student's translator or scribe. (5 CCR 850)

All test administrators, test examiners, proctors, translators, scribes, district and site test coordinators, and other persons having access to any of the CAASPP achievement tests and corresponding test materials, assessment technology platform, or tests administered pursuant to Education Code 60640 shall acknowledge the limited purpose of their access to the achievement tests by signing a test security affidavit. In addition, all district and site test coordinators shall sign a test security agreement before receiving any CAASPP achievement tests and corresponding test materials. The test security affidavit and test security agreement shall be those set forth in 5 CCR 859. (5 CCR 850, 859)

STATE ACADEMIC ACHIEVEMENT TESTS (continued)**Tests Included in the State Assessment System**

Note: Pursuant to Education Code 60640 and 5 CCR 851.5, ~~as added by Register 2015, No. 48,~~ the CAASPP consists of the required assessments listed in items #1-3 below and optional use of a primary language assessment.

Pursuant to Education Code 60640 and 99300-99301, the CAASPP also includes the Early Assessment Program (EAP) designed to assess the college readiness of students in grade 11 in English language arts and/or mathematics. The EAP is included within the summative assessments listed in item #1 below.

The district shall administer the following CAASPP assessments: (Education Code 60640; 5 CCR 851.5)

1. The ~~CAASPP achievement tests~~ **Smarter Balanced summative assessments** for English language arts and mathematics in grades 3-8 and 11, except that:

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

- a. Recently arrived English learners, defined pursuant to Education Code 60603 as English learners who are in their first 12 months of attending a school in the United States, shall be exempted from taking the English language arts assessment to the extent allowed by federal law. A recently arrived English learner may be administered the test upon request by ~~his/her~~ **the student's** parent/guardian.

(cf. 6174 - Education for English Learners)

- b. Students with disabilities who are unable to participate in the English language arts and mathematics assessments, even with the resources described in the section "Testing Variations" below, shall be provided an alternate test when designated in their individualized education program (IEP), as provided in item #3 below.

(cf. 6159 - Individualized Education Program)

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

Note: ~~Education Code 60640 provides that the California Standards Tests will be administered in science at grades 5, 8, and 10. When available, the SBE shall adopt an assessment that is aligned with the Next Generation Science Standards, which were adopted by the SBE in September 2013.~~ Pursuant to Education Code 60640, SBE has determined that the California Science Test (CAST), which is aligned with the Next Generation Science Standards, must be administered in grades 5, 8, and once in grades 10-12. According to the **CAASPP Online Test Administration Manual**, districts can elect to administer the CAST to students in grade 10 or 11. Students in grade 12 who have not yet met the science testing

STATE ACADEMIC ACHIEVEMENT TESTS (continued)

requirement will automatically be registered to take the CAST. The California Department of Education (CDE) recommends testing high school students when they are enrolled in their last science course. Item #2 may be revised to reflect district practice.

2. ~~Science assessments~~ **The California Science Test (CAST)** at grades 5, 8, and **once in grades 10-12**

However, students with disabilities who are unable to participate in the ~~science assessments~~ **CAST**, even with the resources described in the "Testing Variations" section below, shall be provided an alternate test when designated in their IEP, as provided in item #3 below.

(cf. 6142.93 - Science Instruction)

Note: Pursuant to 20 USC 1412 and Education Code 60640, students with disabilities must be included in the CAASPP program with accommodations where necessary (see section on "Testing Variations" below), unless they are exempted by their parents/guardians or are eligible to take an alternate assessment.

~~For the English language arts and mathematics assessments, students with significant cognitive disabilities may be administered the CAA. For the science assessment, students with disabilities may take the CAPA or the California Modified Assessment, in accordance with their individualized education program (IEP).~~

3. **The California Alternate Assessments (CAA) in English language arts, mathematics, and science** ~~for~~ students with **significant cognitive** disabilities who are unable to take the tests specified in items #1-2 above, even with appropriate accommodations or other testing resources, and who have an IEP that designates the use of alternate tests at the applicable grade levels:
- a. ~~California Alternate Assessment in English language arts and mathematics for students with significant cognitive disabilities~~
 - b. ~~For the science assessment, either the California Modified Assessment or, for students with significant cognitive disabilities, the California Alternate Performance Assessment~~

STATE ACADEMIC ACHIEVEMENT TESTS (continued)

Note: The following paragraph is optional. Pursuant to Education Code 60642.6, the CAASPP includes optional computer-based interim assessments, available at no cost to districts, that provide teachers and administrators with results that can be used to support teaching and learning and to gauge student progress toward mastery of the skills measured by the summative assessments. The interim assessments were developed for grades 3-8 and high school, but can be administered at any grade level. The timing and frequency of the interim assessments may be determined by the district.

CAASPP also offers formative assessment tools (i.e., assessment tools and processes that are embedded in instruction and used by teachers to receive real-time feedback for purposes of adjusting instruction). Tools for Teachers, available on the Smarter Balanced Assessment Consortium web site, is an online collection of resources aligned with the Common Core State Standards.

Throughout the school year, schools may use Smarter Balanced interim assessments and formative assessment tools at any grade level to provide timely feedback regarding students' progress toward mastery of the skills measured by the summative assessments in English language arts and mathematics and to assist teachers in continually adjusting instruction to improve learning. The Superintendent or designee may determine the timing and frequency of the administration of such assessments.

Exemptions

Note: In addition to the exemption of recently arrived English learners from the English language arts assessment (see item #1a in the section "Tests Included in the State Assessment System" above), Education Code 60615 allows students to be exempted from the CAASPP upon written request from their parents/guardians. 5 CCR 852 requires the district to notify parents/guardians regarding this exemption and provides that any exemption will be granted only for the current school year.

STATE ACADEMIC ACHIEVEMENT TESTS (continued)

Districts should be aware of the need to maintain a high student participation level on state assessments. Pursuant to 20 USC 6311, ~~as amended by the Every Student Succeeds Act (P.L. 114-95)~~, states must annually measure the achievement of not less than 95 percent of all students **and of each numerically significant subgroup of students**. ~~The state legislature will need to determine how to factor the participation requirement into the state's school accountability system.~~

Each year the Superintendent or designee shall notify parents/guardians of their child's participation in the CAASPP and of the provisions of Education Code 60615 related to exemptions from testing. (5 CCR 852)

(cf. 5145.6 - Parental Notifications)

~~A parent/guardian~~ **Parents/guardians** may annually submit to the school a written request to excuse ~~his/her~~ **their** child from any or all parts of the CAASPP assessments for the school year, and such a request shall be granted by the Superintendent or designee. However, district employees shall not solicit or encourage any exemption request on behalf of any student or group of students. (Education Code 60615; 5 CCR 852)

If a parent/guardian submits an exemption request after testing has begun, any test(s) completed before the request is submitted will be scored and the results reported to the parent/guardian and included in the student's records. (5 CCR 852)

Testing Period

Note: Education Code 60640 requires the SBE to establish ~~a~~ testing windows that allows all schools to administer the CAASPP tests at approximately the same time during the instructional year and takes into account the need to provide make-up days for students who were absent during testing. ~~5 CCR 855, as amended by Register 2015, No. 48, establishes the testing windows specified below beginning in the 2015-16 school year.~~ Within these testing windows, the district may establish its own testing dates.

The following section should be revised to reflect grade levels offered by the district. In addition, districts that do not maintain any schools on a year-round schedule may revise the following section to delete references to schedules based on tracks.

The Superintendent or designee shall establish testing days for district students within the following available testing windows: (5 CCR 855)

1. **Unless otherwise specified in state regulations, a** assessments ~~in English language arts and mathematics~~ shall be administered between the date on which at least 66 percent of the school's or track's annual instructional days ~~for grades 3-8, or at least 80 percent of the annual instructional days for grade 11,~~ have been completed, **but no earlier than the second Tuesday in January**, and the last day of instruction for the regular annual calendar of the school or track, **but no later than July 15 or, if July 15 is not a weekday, then the next weekday following July 15**

STATE ACADEMIC ACHIEVEMENT TESTS (continued)

2. ~~All science assessments, including CAPA and CMA, shall be administered during an available testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's or track's annual instructional days. The CAA for science shall be administered annually beginning on a date in September as determined by CDE through the last day of instruction for the regular annual calendar of the school or track, but no later than July 15 or, if July 15 is not a weekday, then the next weekday following July 15.~~

Note: Item #3 below reflects the available testing window for the CAA effective beginning in the 2016-17 school year, pursuant to 5 CCR 855, as amended by Register 2015, No. 48.

3. ~~Beginning in the 2016-17 school year, the CAA shall be administered during the available testing windows specified in item #1.~~

Note: Within the available testing windows specified above, the district may designate specific testing dates that will be used within the district. 5 CCR 855, as amended by Register 2015, No. 48, allows the district to designate one selected testing period for each school or track subject to the conditions specified below. If the district does not designate a selected testing period for a school or track, then the available testing windows specified in items #1-2 below above shall be the selected testing period for that school or track.

Within the above testing windows, the Superintendent or designee may designate one testing period for each school or track or, if a school has multiple tracks, a selected testing period for each track. The district shall not exceed six selected testing periods within the available testing window. The testing period shall be no fewer than 25 consecutive instructional days and may be extended up to an additional 10 consecutive instructional days if still within the available testing window set forth in items #1-2 above. (5 CCR 855)

Students who are absent during testing shall be provided an opportunity to take the tests within the testing window.

Testing Variations

Note: The following section describes allowable testing resources that may be used during test administration pursuant to 5 CCR 853.5-853.8, 854.1-854.4 as amended by Register 2015, No. 48. For further information, see the CDE's matrix of allowable testing variations, available on its web site.

STATE ACADEMIC ACHIEVEMENT TESTS (continued)

All CAASPP achievement tests and the primary language test shall be administered in accordance with the manuals or other instructions provided by the test contractor or CDE except that, as appropriate, the following testing variations may be used: (5 CCR 850, 853-853.8 854.4)

1. Universal tools specified in 5 CCR 853.5 854.1-854.4 may be used with any student.
2. Designated supports specified in 5 CCR 853.5 and, if an English learner, in 5 CCR 853.7, 854.1-854.4 may be used with a student for whom the need has been indicated by an educator or team of educators, with parent/guardian and student input as appropriate, or for whom the need is specified in the student's IEP or Section 504 plan.
3. Accommodations specified in 5 CCR 853.5 854.1-854.4 may be used with a student with disabilities when included in the student's IEP or Section 504 plan as resources that are regularly used in the classroom for the student's instruction and/or assessment(s). Such accommodations shall be either utilized in the assessment environment or consist of changes in procedures or materials that increase equitable access during the assessment.

Note: 5 CCR 853.8, as added by Register 2015, No. 48, 854.9 authorizes the use of "unlisted resources" (i.e., resources that have not been identified as a universal tool, designated support, or accommodation) with students with disabilities, provided that the resource is designated in the student's IEP or Section 504 plan and the CDE has approved the use of the resource. Pursuant to 5 CCR 853.8 854.9, the district must electronically submit a request to the CDE at least 10 business days prior to the first day of CAASPP testing, and the district will receive a response from the CDE within four business days of submitting the request. The CDE will not approve the use of an unlisted resource that threatens the security of the test or changes the construct being measured, including, but not limited to, those resources specified in 5 CCR 853.8 854.9. The district may nevertheless use a disapproved unlisted resource that changes the construct being measured, but the student will not be counted in the participation rate for state and federal accountability measures.

4. An unlisted resource that has not been specifically identified as an approved universal tool, designated support, or accommodation may be used with a student who has an IEP or Section 504 plan provided that the resource is one that is regularly used in the classroom for instruction and/or assessment and the CDE has approved its use. At least 10 business days prior to the student's first day of CAASPP testing, the district or school site test coordinator may electronically submit a request to the CDE for approval to use that unlisted resource during that year. If the CDE determines that the unlisted resource changes the construct being measured, the unlisted resource may nevertheless be used with the student in order to generate an individual score report even though the student shall not be counted in the participation rate for accountability measures. (5 CCR 853.8 854.9)

STATE ACADEMIC ACHIEVEMENT TESTS (continued)

Note: ~~5 CCR 853.8, as amended by Register 2015, No. 48, authorizes the use of "instructional supports" (i.e., all supports that may be used in daily instruction or assessment, including language and physical supports) during administration of the CAA, as described in the following paragraph.~~

In the administration of the CAA to a student with significant cognitive disabilities, the student may have all instructional supports that may be used in daily instruction or assessment, including language and physical supports, with the exception of any inappropriate test practices listed in test administration manuals. (5 CCR 850, ~~853.6~~ **854.5**)

Report of Test Results

Note: Education Code 60641 requires that valid test results for individual students, when available, be reported to the student's parents/guardians, school, and teacher(s). Pursuant to Education Code 60641, it is the Legislature's intent that districts are not precluded from using electronic media formats to provide this report, provided that the format secures the confidentiality of the student and the student's results. In addition, district personnel are not required to prepare individualized explanations of each student's test scores as part of the report described in the following paragraph.

For any state assessments that produce valid individual student results, the Superintendent or designee shall forward or transmit the student's test results to ~~his/her~~ **the student's** parents/guardians within 20 working days from receipt of the results from the test contractor or, if the district receives the results from the contractor after the last day of instruction for the school year, then within the first 20 working days of the next school year. The report shall include a clear explanation of the purpose of the test, the student's score, and its intended use by the district. An individual student's scores shall also be reported to ~~his/her~~ **the** school and teacher(s) and shall be included in ~~his/her~~ **the** student record. (Education Code 60641; 5 CCR 863)

(cf. 5125 - Student Records)

With parent/guardian consent, the Superintendent or designee may release a student's test results to a postsecondary educational institution for the purposes of credit, placement, determination of readiness for college-level coursework, or admission. (Education Code 60641)

The Superintendent or designee shall present districtwide, school-level, and grade-level results to the Governing Board at a regularly scheduled meeting. The Board shall not receive individual students' scores or the relative position of any individual student. (Education Code 49076, 60641)

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Board Policy

Facilities

BP 7211(a)

DEVELOPER FEES

Note: ~~Developer fees are one method of financing facilities available to the district. As amended by SB 50 (Ch. 407, Statutes of 1998), Government Code 65995 prohibit cities and counties from requiring development fees in excess of the maximum amounts set forth in Education Code 17620 to help fund school facilities. Government Code 65995 and, as amended by AB 127 (Ch. 35, Statutes of 2006), Government Code 65997 essentially repeal, until 2012, the Mira/Hart/Murrietta line of case law which had granted cities or counties the authority to deny development projects based on a determination as to whether school facilities were adequate to meet the demands created by the development. Districts with current Mira agreements should consult legal counsel in order to determine whether that agreement can be "grandfathered," and therefore exempted from the SB 50 requirements.~~

~~See AR 7211 for detailed findings that must be made by the Governing Board prior to the levying of any developer fees. The following policy and regulation are optional.~~

~~The following policy is optional. Education Code 17620-17621 and Government Code 65995-65995.7 provide authority for three levels of developer fees that may be levied by school districts on residential, commercial, and industrial construction to mitigate the impact of increased enrollment on school facilities. Before imposing developer fees, the Governing Board must conduct a fee justification study and comply with other requirements.~~

~~Due to the failure of state bond measure Proposition 13 in March 2020, Government Code 65997 is operative until a new state bond measure is approved. Pursuant to Government Code 65997, public agencies may, on the basis of the inadequacy of school facilities, deny or refuse to approve a "legislative" act but may not require the payment of a fee in excess of that imposed pursuant to Government Code 65995-65995.7. Courts have distinguished between legislative acts (e.g., zoning ordinances) and adjudicative acts (e.g., subdivision approvals, variances, and conditional use permits). Districts with specific questions as to the operation of Government Code 65997 should consult legal counsel.~~

~~Level 1 fees, the basic mitigation fee, may be applied to residential, commercial, and industrial construction projects and must be within the limits established by law and the State Allocation Board (SAB). Level 2 fees apply only to residential construction, and the amount of the fee varies across districts as determined through a school facilities needs analysis. Level 3 fees may be double the amount of Level 2 fees, but may only be collected when SAB certifies that state funds for new school facility construction are not available.~~

~~Pursuant to Education Code 17620, some types of construction may be exempted from the developer fee. Districts should consult with legal counsel as appropriate.~~

In order to finance the construction or reconstruction of school facilities needed to accommodate ~~students coming~~ **increased student enrollment resulting** from new development, the Governing Board may establish, levy, and collect developer fees on residential, commercial, and industrial construction within the district, subject to restrictions specified by law ~~and administrative regulation.~~

DEVELOPER FEES (continued)**Level 1 Funding Fees: Residential, Commercial and Industrial Construction**

Note: In order to levy or increase developer fees, Government Code 66001 requires that a district develop a Fee Justification Study which justifies the amount of the fee. The State Allocation Board sets the developer fee rates; these rates will be increased. For Level 1 fees, Government Code 65995 establishes a maximum amount of fee, which is adjusted for inflation by SAB every two years. In order to levy developer fees, Government Code 66001 requires that the Board conduct a fee justification study which demonstrates a reasonable relationship between residential, commercial, and industrial development in the district and the need for additional school facilities. It is important to note that, in order to increase their rates, Pursuant to Government Code 66001 and 66016, before increasing any fee, requires districts to must update their fee justification study and to satisfy the notice and hearing requirements, as specified below. Education Code 17622 requires separate, special findings when levying fees on spaces enclosed for agricultural purposes.

Courts have held that boards must be able to show that a valid method was used in the fee justification study. In Summerhill Winchester LLC v. Campbell Union School District, the Court of Appeal concluded that a fee justification study must include the following three factors: (1) a projection of the total amount of new housing expected to be built within the district; (2) an estimate of how many students will be generated by the new development; and (3) an estimate of what it will cost to provide the necessary school facilities for the new students. Districts with questions about the adequacy of a fee justification study or how to analyze the reasonableness of a fee in relation to the type of development at issue should consult legal counsel.

Before taking action to establish, increase, or impose Level 1 developer fees, the Governing Board shall conduct a fee justification study which: (Government Code 66001)

1. Identifies the purpose of the fee and the use to which the fee will be put
2. Determines a reasonable relationship between the fee's use and the type of development project for which the fee is imposed
3. Determines a reasonable relationship between the need for the public facility and the type of development project for which the fee is imposed
4. Determines a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributed to the development for which the fee is imposed

Before levying developer fees or prior to increasing an existing fee, the Board shall schedule hold a public hearing. The Superintendent or designee shall mail notice of the time and place of the meeting at which a public hearing shall occur, including a general explanation of the matter to be considered and a statement that the required data are available, at least 14 days prior to the meeting to any interested party who has requested such information. Any written request for mailed notices shall be valid for one year from the date on which it is filed

DEVELOPER FEES (continued)

unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The district may charge a fee reasonably related to the cost of providing these materials. (Government Code 66016)

Information on the anticipated amount of fees, other available funds and funding sources, and the estimated cost of planning, land acquisition, and school construction shall be made available to the public at least 10 days before the hearing. (Government Code 66016)

At the hearing, the Board shall adopt a resolution for the levying of the developer fees. (Government Code 66016)

The resolution shall set forth:

1. The purpose of the fee, **the use to which the fee is to be put**, and the public improvement(s) that the fee will be used to finance (Government Code **66001, 66006**)
2. The Board's findings of reasonable relationship which justify the fees pursuant to Government Code 66001
3. **If the district requires payment of the fee at a time earlier than the date of final inspection or the issuance of a certificate of occupancy, ~~The~~ the district's determination of either of the following conditions which allow collection of the fees at the time when building permits are issued:** (Government Code 66007)
 - a. That the fees are to reimburse the district for previous expenditures
 - b. That the fees shall be collected for public improvements or facilities for which an account has been established, funds have been appropriated, and the district has adopted a proposed construction schedule or plan

In the case of any commercial or industrial development, the Board shall make findings on either an individual project basis or on the basis of categories of commercial or industrial development. Those categories may include, but are not limited to, the following uses: office, retail, transportation, communications and utilities, light industrial, heavy industrial, research and development, and warehouse. The Board shall also conduct a study to determine the impact of the increased number of employees anticipated to result from the commercial or industrial development upon the cost of providing school facilities within the district. (Education Code 17621)

DEVELOPER FEES (continued)**Level 2 Funding Fees: Residential Construction**

Note: Government Code 65995.5 allows the Board to impose a fee on residential construction that is higher than the Level 1 fee limit set forth in Government Code 65995 if the district ~~makes is considered eligible pursuant to Education Code 17071.10-17078.10 and a timely application to SAB for new construction funding under the State Facilities Program for which is made to the State Allocation Board it is determined to be eligible by SAB pursuant to Education Code 17071.10-17071.76.~~ In addition, Government Code 65995.5 requires the district to adopt a "~~Facility Needs Analysis~~" **facility needs analysis** and to satisfy the cost-saving/revenue-enhancing measures described in that section. The **facility needs analysis** ~~Needs Analysis~~ required by Government Code 65995.6 serves a similar purpose as the ~~Fee Justification Study~~ **fee justification study** detailed above, but specifies different legal requirements, as well as a different approval and adoption process. Government Code 65995.5 clarifies that developer fees may be expended on the costs of performing the needs analysis as well as on the administrative costs associated with collecting the fees.

In order to impose **Level 2** residential construction fees within the limits of Government Code 65995.5, the Board shall, **in addition to fulfilling the requirements above for Level 1 fees, undertake the following:** (Government Code 65995.5)

1. **Make a timely application to the State Allocation Board (SAB) for new construction funding for which it is eligible and be determined to be eligible by SAB**
2. **Conduct and adopt a school facility needs analysis pursuant to Government Code 65995.6**
3. **Satisfy at least two of the requirements set forth in Government Code 65995.5(b)(3)(A-D) (Government Code 65995.5)**

Note: Government Code 65352.2, ~~as added by AB 1367 (Ch. 396, Statutes of 2001)~~, requires the district to provide the notification specified below to the appropriate city or county planning agency. If the parties decide to meet, Government Code 65352.2 specifies issues that may be considered at the meeting.

At least 45 days prior to completion of the school facility needs analysis, the Board shall notify and provide copies of the analysis to the planning commission or agency of the city or county with land use jurisdiction within the district. Upon request of either party, the Board and city or county shall meet within 15 days following notification. (Government Code 65352.2)

(cf. 7131 - Relations with Local Agencies)

The Board shall adopt the school facility needs analysis by resolution at a public hearing. (Government Code 65995.6)

DEVELOPER FEES (continued)

This analysis ~~may~~ **shall** not be adopted until the analysis, in its final form, has been made available to the public for a period of not less than 30 days. Prior to its adoption, the public shall have the opportunity to review and comment on the analysis and the Board shall respond to written comments it receives regarding the analysis. (Government Code 65995.6)

~~No~~ **Not** less than 30 days prior to the hearing, notice of the time and place of the hearing, including the location and procedure for viewing or requesting a copy of the proposed analysis, shall be published in at least one newspaper of general circulation within the jurisdiction of the district. If there is no paper of general circulation, the notice shall be posted in at least three conspicuous places within the district's jurisdiction not less than 30 days prior to the hearing. (Government Code 65995.6)

In addition, the Superintendent or designee shall mail a copy of the needs analysis not less than 30 days prior to the hearing to any person who has made a written request if the written request was made 45 days prior to the hearing. The district may charge a fee reasonably related to the cost of providing these materials. (Government Code 65995.6)

During the period of public review, the analysis shall be provided to the local agency responsible for land use planning for its review and comment. (Government Code 65995.6)

Note: Government Code 65995.6 provides that if the school facility needs analysis is revised during the period of public review or at the public hearing, the approval process must recommence (e.g., another 30-day review period, published notice, etc.).

The school facility needs analysis may be revised at any time. The revision is subject to the same conditions and requirements applicable to the adoption of the analysis. The existing school building capacity shall be recalculated as part of any revision to the needs analysis. (Government Code 65995.6)

Note: Pursuant to Government Code 65995.6, the fees take effect immediately upon adoption and are effective for only one year. After one year, the district must repeat the adoption process.

The fees authorized by Government Code 65995.6 and ~~Government Code 65995.7~~ shall be adopted by resolution as part of the adoption or revision of the school facilities needs analysis. The fees shall take effect immediately upon adoption of the resolution and may not be effective for more than one year. (Government Code 65995.6)

Level 3 Funding Fees: Residential Construction

Note: Government Code 65995.7 ~~has~~ authorized a district that is eligible to receive the Level 2 funding the authority to levy a still higher fee on residential construction (Level 3 funding) upon a determination by SAB that state funds are no longer available.

DEVELOPER FEES (continued)

When Level 3 fees are authorized by law and the district qualifies for Level 2 **funding fees** pursuant to Government Code 65995.5, the Board may assess a fee on residential construction pursuant to ~~the requirements of~~ Government Code 65995.7.

~~Pursuant to Government Code 65995.7, the~~ **The notice and hearing requirements, resolution requirement, and term of effectiveness for Level 3 funding fees shall be the same as the requirements for Level 2 funding fees as specified above. (Government Code 65995.7)**

Appeals Process for Protests by Developers

Note: ~~In addition to authorizing developer protests in accordance with Government Code 66020 and 66021, Education Code 17621 requires the Board to provide an appeals process for commercial/industrial fees when the district has analyzed the impact of these projects on a categorical rather than individual basis.~~

~~The Superintendent or designee shall establish an appeals process for the handling of protests by developers. (Education Code 17621)~~

Use of Fees

Note: Pursuant to Government Code 66006, the district may establish a reasonable annual charge, based on estimated cost, for sending the following notice.

The Board shall review ~~the above~~ information **provided by the Superintendent or designee pursuant to Government Code 66006 regarding each account or fund into which developer fees have been deposited**, at the first regularly scheduled public Board meeting which occurs 15 days after the information is made available to the public. Fifteen-day prior notice of this meeting shall be mailed to any parties filing a written request pursuant to Government Code 66006. (Government Code 66006)

Note: Pursuant to Government Code 66001, if the following findings are not made every five years as required, the district may be required to refund the moneys in the account or fund pursuant to Government Code 66006(e).

In addition to discharging its public disclosure duties regarding the levying of developer fees, the Board shall, for the fifth fiscal year after the first deposit into the account or fund and every five years thereafter, make all of the following findings with respect to the portion of the account or fund that remains unexpended, whether committed or uncommitted: (Government Code 66001)

1. Identify the purpose to which the fee is to be put
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged

DEVELOPER FEES (continued)

3. Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements originally identified
4. Designate the approximate dates on which the funding referred to in item #3 is expected to be deposited into the appropriate account or fund

Legal Reference:

EDUCATION CODE

17070.10-~~17077.10~~ **17079.30** Leroy F. Greene School Facilities Act of 1998

17582 District deferred maintenance fund

17620-17626 Levies against development projects by school districts

101122 Schedule for allocation of proceeds from sale of bonds

GOVERNMENT CODE

6061 One time notice

6066 Two weeks' notice

65352.2 Level 2 funding notification requirement

65864-65869.5 Development agreements

65995-65998 Payment of fees against a development project

66000-66008 Fees for development projects

66016-~~66018.5~~ **66019** Development project fees **Procedures for adopting various fees**

66020-66025 Protests, legal actions, and audits

CODE OF REGULATIONS, TITLE 2

1859-1859.~~106-108~~ School facility program

COURT DECISIONS

Tanimura & Antle Fresh Foods, Inc. v. Salinas Union High School District (2019) 34 Cal. App. 5th 775

Summerhill Winchester LLC v. Campbell Union School District (2018) 30 Cal. App. 5th 545

Cresta Bella, LP v. Poway Unified School District (2013) 218 Cal.App.4th 438

Warmington Old Town Associates (2002) 101 Cal.App.4th 840

Dolan v. City of Tigard (1994) 114 S.Ct. 2309

Garrick Development Company v. Hayward Unified School District (1992) 3 Cal.App.4th 320

Management Resources:

WEB SITES

Department of General Services, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

<https://www.dgs.ca.gov/OPSC>

CSBA Sample Administrative Regulation

Facilities

AR 7211(a)

DEVELOPER FEES

Note: Government Code 65995 provides authority for three different levels of developer fees to be levied by school districts. Pursuant to Education Code 17620 and Government Code 65995, Level 1 fees for residential, commercial and industrial construction may be assessed as long as the district's Developer Fee Justification Study, as required by Government Code 66001, justifies the amount. Pursuant to Education Code 17620, some types of construction may be exempted. Districts should consult with legal counsel as appropriate.

Level 1 Funding Fees: Residential, Commercial and Industrial Construction

Note: In order to levy or increase developer fees, Government Code 66001 requires that a district develop a Fee Justification Study which justifies the amount of the fee. The State Allocation Board sets the developer fee rates; these rates will be increased every two years. It is important to note that, in order to increase their rates, Government Code 66001 and 66016 requires districts to update their Fee Justification Study and to satisfy the notice and hearing requirements, as specified below. Education Code 17622 requires separate, special findings when levying fees on spaces enclosed for agricultural purposes.

Before taking action to establish, increase or impose developer fees, the Governing Board shall conduct a fee justification study which: (Government Code 66001)

1. Identifies the purpose of the fee and the use to which the fee will be put
2. Determines a reasonable relationship between the fee's use and the type of development project for which the fee is imposed
3. Determines a reasonable relationship between the need for the public facility and the type of development project for which the fee is imposed
4. Determines a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributed to the development for which the fee is imposed

Level 1 Funding Fees: Notice and Hearing Requirements

Before levying developer fees or prior to increasing an existing fee, the Board shall schedule a public hearing. The Superintendent or designee shall mail notice of the time and place of the meeting, including a general explanation of the matter to be considered and a statement that the required data are available, at least 14 days prior to the meeting to any interested party who has requested such information. Any written request for mailed notices shall be

DEVELOPER FEES (continued)

valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The district may charge a fee reasonably related to the cost of providing these materials. (Government Code 66016)

Information on the anticipated amount of fees, other available funds and funding sources, and the estimated cost of planning, land acquisition and school construction shall be made available to the public at least 10 days before the hearing. (Government Code 66016)

At the hearing, the Board shall adopt a resolution for the levying of the developer fees. (Government Code 66016) The resolution shall set forth:

1. The purpose of the fee and the public improvement(s) that the fee will be used to finance (Government Code 66006)
2. The Board's findings of reasonable relationship which justify the fees pursuant to Government Code 66001
3. The district's determination of either of the following conditions: (Government Code 66007)

Note: In order to collect fees earlier than the date of final inspection or the issuance of a certificate of occupancy, the district must determine either item #a or #b below.

- a. That the fees are to reimburse the district for previous expenditures
- b. That the fees shall be collected for public improvements or facilities for which an account has been established, funds have been appropriated and the district has adopted a proposed construction schedule or plan

Level 2 Funding Fees: Residential Construction

Note: Government Code 65995.5 allows the Board to impose a fee on residential construction that is higher than the Level 1 fee limit set forth in Government Code 65995 if the district is considered eligible pursuant to Education Code 17071.10 17078.10 and a timely application is made to the State Allocation Board. In addition, Government Code 65995.5 requires the district to adopt a "Facility Needs Analysis" and to satisfy the cost-saving/revenue-enhancing measures described in that section. Government Code 65995.5 clarifies that developer fees may be expended on the costs of performing the needs analysis as well as on the administrative costs associated with collecting the fees.

In order to impose residential construction fees within the limits of Government Code 65995.5, the Board shall: (Government Code 65995.5)

DEVELOPER FEES (continued)

1. ~~Make a timely application to the State Allocation Board for new construction funding for which it is eligible~~

~~Note: The Needs Analysis required by Government Code 65995.6 serves a similar purpose as the Fee Justification Study detailed above, but specifies different legal requirements, as well as a different approval and adoption process.~~

2. ~~Conduct and adopt a school facility needs analysis pursuant to Government Code 65995.6~~

3. ~~Satisfy at least two of the requirements set forth in Government Code 65995.5(b)(3)(A-D) (Government Code 65995.5)~~

Level 2 Funding Fees: Notice and Hearing Requirements

~~Note: Government Code 65352.2, as added by AB 1367 (Ch. 396, Statutes of 2001), requires the district to provide the notification specified below to the appropriate city or county planning agency. If the parties decide to meet, Government Code 65352.2 specifies issues that may be considered at the meeting.~~

~~At least 45 days prior to completion of the school facility needs analysis, the Board shall notify and provide copies of the analysis to the planning commission or agency of the city or county with land use jurisdiction within the district. Upon request of either party, the Board and city or county shall meet within 15 days following notification. (Government Code 65352.2)~~

~~(cf. 7131 - Relations with Local Agencies)~~

~~The Board shall adopt the school facility needs analysis by resolution at a public hearing. (Government Code 65995.6)~~

~~Note: Government Code 65995.6 provides that if the school facility needs analysis is revised during the period of public review or at the public hearing, the approval process must recommence (e.g., another 30-day review period, published notice, etc.).~~

~~This analysis may not be adopted until the analysis, in its final form, has been made available to the public for a period of not less than 30 days. Prior to its adoption, the public shall have the opportunity to review and comment on the analysis and the Board shall respond to written comments it receives regarding the analysis. (Government Code 65995.6)~~

~~During the period of public review, the analysis shall be provided to the local agency responsible for land use planning for its review and comment. (Government Code 65995.6)~~

DEVELOPER FEES (continued)

No less than 30 days prior to the hearing, notice of the time and place of the hearing, including the location and procedure for viewing or requesting a copy of the proposed analysis, shall be published in at least one newspaper of general circulation within the jurisdiction of the district. If there is no paper of general circulation, the notice shall be posted in at least three conspicuous places within the district's jurisdiction not less than 30 days prior to the hearing. (Government Code 65995.6)

In addition, the Superintendent or designee shall mail a copy of the needs analysis not less than 30 days prior to the hearing to any person who has made a written request if the written request was made 45 days prior to the hearing. The district may charge a fee reasonably related to the cost of providing these materials. (Government Code 65995.6)

The school facility needs analysis may be revised at any time. The revision is subject to the same conditions and requirements applicable to the adoption of the analysis. The existing school building capacity shall be recalculated as part of any revision to the needs analysis. (Government Code 65995.6)

Note: Pursuant to Government Code 65995.6, the fees take effect immediately upon adoption and are effective for only one year. After one year, the district must repeat the adoption process.

The fees authorized by Government Code 65995.6 and Government Code 65995.7 shall be adopted by resolution as part of the adoption or revision of the school facilities needs analysis. The fees shall take effect immediately upon adoption of the resolution and may not be effective for more than one year. (Government Code 65995.6)

Level 3 Funding Fees: Residential Construction

Note: Government Code 65995.7 has authorized a district that is eligible to receive the Level 2 funding the authority to levy a still higher fee on residential construction (Level 3 Funding) upon a determination by the State Allocation Board that state funds are no longer available. However, with the passage of the 2002 School Facilities Bond (Proposition 47) and its implementing legislation, AB 16 (Ch. 33, Statutes of 2002), districts are prohibited from levying Level 3 fees until the 2004 primary election.

When Level 3 fees are authorized by law and the district qualifies for Level 2 funding pursuant to Government Code 65995.5, the Board may assess a fee on residential construction pursuant to the requirements of Government Code 65995.7.

Level 3 Funding Fees: Notice and Hearing Requirements

Pursuant to Government Code 65995.7, the notice and hearing requirements, resolution requirement, and term of effectiveness for Level 3 funding shall be the same as the requirements for Level 2 funding as specified above.

DEVELOPER FEES (continued)

All Developer Funding Fees: Additional Requirements

The district shall send a copy of any **Governing Board** resolution adopting or increasing **Level 1, 2, or 3** developer fees to the city and county, accompanied by all relevant supporting documentation and a map indicating the boundaries of the area subject to the fee. (Education Code 17621)

In cooperation with local governmental agencies issuing building permits, the Superintendent or designee shall establish a means by which all of the following shall be accomplished:

1. The project applicant shall receive a written statement of the amount of the fees and notification that the 90-day approval period during which the applicant may protest has begun. (Government Code 66020)

Note: Item #2 below is optional and is intended to ensure that the district will have evidence that the required notification was delivered.

2. The Superintendent or designee shall receive and retain acknowledgment that the above notification was received.
3. Before a permit is issued and upon the payment of the applicable fee or requirement, the Board shall immediately certify that the fee has been paid or that the district has determined that the fee does not apply to the development project. (Education Code 17620)

Developer fees shall be deposited, invested, accounted for, and expended pursuant to Government Code 66006. Developer fees shall be deposited in a separate capital facilities account, except for temporary investments allowed by law, and shall be used only for the purpose for which they were collected. Interest income earned by the capital facilities account shall also be deposited in that account and used only for the purpose for which the fee was originally collected. (Government Code 66006)

For each separate account so established, the Superintendent or designee shall, within 180 days after the last day of each fiscal year, make available to the public **and the Board** the following information for the fiscal year: (Government Code 66006)

1. A brief description of the type of fee in the account or fund
2. The amount of the fee
3. The beginning and ending balance of the account or fund
4. The amount of the fees collected and the interest earned

DEVELOPER FEES (continued)

5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees
6. An identification of an approximate date by which the construction of the public improvement will commence if the district determines that sufficient funds have been collected to complete financing on an incomplete public improvement
7. 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
8. The amount of refunds made pursuant to Government Code 66001(e) and any allocations made pursuant to Government Code 66001(f)

~~The Board shall review the above information at the first regularly scheduled public Board meeting which occurs 15 days after the information is made available to the public. Fifteen-day prior notice of this meeting shall be mailed to any parties filing a written request pursuant to Government Code 66006. (Government Code 66006)~~

~~Note: Pursuant to Government Code 66006, the district may establish a reasonable annual charge, based on estimated cost, for sending the above notice.~~

~~In addition to discharging its public disclosure duties regarding the levying of developer fees, the Board shall, for the fifth fiscal year after the first deposit into the account or fund and every five years thereafter, make all of the following findings with respect to the portion of the account or fund that remains unexpended, whether committed or uncommitted: (Government Code 66001)~~

~~Note: Pursuant to Government Code 66001, if the findings are not made every five years as required, the district may be required to refund the moneys in the account or fund pursuant to Government Code 66006(e).~~

1. ~~Identify the purpose to which the fee is to be put~~
2. ~~Demonstrate a reasonable relationship between the fee and the purpose for which it is charged~~
3. ~~Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements originally identified~~

DEVELOPER FEES (continued)

4. ~~Designate the approximate dates on which the funding referred to in item #3 is expected to be deposited into the appropriate account or fund~~

When sufficient funds have been collected to complete the financing of public improvements but such improvements remain incomplete, the district shall, within 180 days of the date that a determination of sufficient funding was made, either identify an approximate date by which construction will begin or refund the unexpended revenues in accordance with Government Code 66001. (Government Code 66001)

Appeals Process for Protests by Developers

~~Note: Pursuant to Education Code 17621, a developer may protest the imposition of any developer fees listed above in accordance with the requirements in Government Code 66020.~~

The Superintendent or designee shall establish an appeals process for the handling of protests by developers. (Education Code 17621)

Developers of residential, commercial, and industrial projects who claim that the developer fee has been inappropriately levied shall use the following procedures: (Government Code 66020)

1. The developer shall tender any required payment in full or provide satisfactory evidence of arrangements to pay the fee when due or ensure performance of the conditions necessary to meet the requirements of the imposition.
2. The developer shall serve written notice to the Board. ~~This notice~~ **which** shall include:
 - a. A statement that the required payment is tendered or will be tendered when due, or that any conditions which have been imposed are provided for or satisfied, under protest
 - b. A statement informing the Board of the factual elements of the dispute and the legal theory forming the basis for the protest
3. The protest shall be filed at the time of approval or conditional approval of the development or within 90 days after the date of the imposition of the fees.

At the time of the imposition of the fee, the Superintendent or designee shall provide each project applicant written notice that the 90-day period in which the applicant may initiate a protest has begun. The developer may file an action to attack, review, set aside, void, or

DEVELOPER FEES (continued)

annul the imposition of the fees imposed on the development project within 180 days of delivery of the notice. (Government Code 66020)

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: Tuesday August 10, 2021

Attachments: 1

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 12

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

SUBJECT:

Request to Approve the First and Final Reading of the Updated Board Policies, Administrative Regulation and or Exhibits Due to New Legislation or Mandated Language and Citation Revisions pursuant to Education Code 51745 as amended by Assembly Bill (AB) 130 (Ch. 44, Statutes of 2021).

BACKGROUND:

On July 9, 2021, Assembly Bill 130 was signed into law as an amendment to Education Code 51747. This amendment mandates that the Governing Board adopt a policy with specified requirements as a condition of receiving state funding for independent study students. In addition to meeting the requirements specified by Education Code 51747, board policies must comply with rules and regulations adopted by the Superintendent of Public Instruction (SPI). Additional new elements to be included in board policies and written agreements are the following:

- Satisfactory progress as an added means to evaluate continued IS participation and placement.
- Provision of standards aligned content in IS that is substantially equivalent to the quality and intellectual challenge of in-person instruction.
- For high schools, a provision for access to all courses offered by the LEA for graduation and approved by the University of California or the California State University as creditable under the A–G admissions criteria.
- Procedures for tiered reengagement strategies.
- A plan to provide opportunities for synchronous instruction for all grade levels, and live interaction for grades four through eight.
- A plan to transition pupils whose families wish to return to in-person instruction from IS expeditiously, and not later than five instructional days.

Additionally, written agreements must be updated to also include the following:

- The manner, time, frequency, and place for communicating with a pupil's parent or guardian regarding academic progress.
- The inclusion of confirming or providing access to all pupils to the connectivity and devices adequate for participation and completion of work in the specific resources made available to the pupil.
- The level of satisfactory educational progress that would trigger an evaluation of whether or not the pupil should be allowed to continue in IS.
- A detailed statement of academic and other supports provided to address the needs of pupils not performing at grade level, or needed support in other areas such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized

education program or 504 plan, pupils in foster care, pupils experiencing homelessness, and pupils requiring mental health supports.

- A provision for electronic signatures if a LEA chooses to make use of electronic signatures for written agreements.

For the 2021–22 school year only, written agreements must be signed no later than 30 days after the first day of instruction. However, it is important to note that all other IS requirements must be met upon commencement of instruction. For any other school year, written agreements must be signed prior to commencement of IS.

STATUS:

This is a request for an update to current board policy in accordance with AB 130, pursuant to Education Code 51747.

PRESENTER:

Nicole Latimer, Chief Educational Services Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

There is zero cost to update board policy. RDUSD shall utilize COVID funding sources to provide the required additional services in compliance to AB 130.

RECOMMENDATION:

That the River Delta Unified School District (RDUSD) Board of Trustees adopt updated Board Policy and Administrative Regulations pursuant to Education Code 51745, as amended by AB 130 (Ch. 44, Statutes of 2021).

Time allocated: 5 minutes

CSBA POLICY GUIDE SHEET July 2021

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.

DELETE - Board Policy 6157 - Distance Learning

Policy deleted due to expiration of emergency legislation that temporarily waived apportionment requirements to permit distance learning for the 2020-2021 school year.

Board Policy 6158 - Independent Study

Policy updated to reflect **NEW LAW (AB 130, 2021)** which requires all districts, for the 2021-22 school year, to offer independent study to meet the educational needs of students unless a waiver is obtained and to adopt policy with specified components in order to generate apportionment for independent study. Policy updates the minimum period of time permitted for independent study to be three consecutive school days, requires an evaluation to determine if the student should continue in independent study if the student fails to make satisfactory educational progress, and requires that content be aligned to grade level standards including the requirement for high schools to offer access to all courses offered by the district for graduation and approved as creditable for A-G admission criteria. Policy also updated to include the requirement for live interaction and/or synchronous instruction based on grade level, tiered reengagement strategies for students not generating attendance for a specified period of time, expeditious transition for students whose families wish to return to in-person instruction, notice to parents/guardians of specified information, the provision of a student-parent-educator conference, upon request, prior to enrollment and/or disenrollment, and the keeping of additional records including documentation of each student's participation in live interaction and synchronous instruction on each school day, as applicable. Policy updated to include material formerly in the AR regarding requirements for independent study and written agreements as well as new requirements regarding the same, including that written agreements must include a detailed statement of academic and other supports that will be provided to address the needs of particular students, that the agreement may be signed electronically as specified, and that, for the 2021-22 school year, the written agreement must be signed no later than 30 days after the first day of instruction. Policy updated to include material formerly in the AR regarding course-based independent study and to generally align the requirements of course-based independent study with the requirements for general independent study.

Administrative Regulation 6158 - Independent Study

Regulation updated to reflect **NEW LAW (AB 130, 2021)** which includes, adding definitions for "live interaction," "student-parent-educator conference" and "synchronous instruction," the requirement for all districts for the 2021-22 school year to offer independent study to meet the educational needs of students unless the district has obtained a waiver, that independent study may be offered to students whose health would be put at risk by in-person instruction as determined by the parent/guardian, the assurance of access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work, and the documentation of each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable. Material regarding requirements for independent study, written agreements and course-based independent study moved to BP.

CSBA Sample Board Policy

Instruction

BP 6157(a)

DISTANCE LEARNING

Note: The following optional policy may be subject to collective bargaining agreements and should be revised to reflect district practice.

For further information regarding the implementation of distance learning in the event of a school closure, see the California Department of Education's COVID-19 Guidance for K-12 Schools.

The Governing Board recognizes that distance learning can be a viable alternative instructional strategy that supports student achievement of academic goals. Distance learning opportunities may be offered to students participating in independent study, credit recovery courses, enrichment courses, or other courses identified by the Superintendent or designee, or in the event that a school site is physically closed due to widespread illness, natural disaster, or other emergency.

(cf. 3516 – Emergencies and Disaster Preparedness Plan)

(cf. 3516.5 – Emergency Schedules)

(cf. 4113.5/4213.5/4313.5 – Working Remotely)

(cf. 6158 – Independent Study)

The district may offer distance learning through a variety of delivery methods as appropriate for the grade level and subject matter. Distance learning opportunities may include video, audio, and/or written instruction in which the primary mode of communication between the student and teacher is online interaction, instructional television, live or prerecorded video, telecourses, and other instruction that relies on computer or communications technology. They may also include the use of print materials with written or oral feedback.

The Superintendent or designee shall review and select distance learning courses, which may include those taught by district staff or others, that are of high academic quality and are aligned with district standards and curricula. As appropriate, courses may be self-directed to allow students to complete assignments at their own pace and/or may involve real-time interaction among the teacher and students.

(cf. 6141 – Curriculum Development and Evaluation)

(cf. 6143 – Courses of Study)

The Superintendent or designee shall, in collaboration with teachers, plan for schoolwide or long-term distance learning in the event of a school closure. In developing the plan, the Superintendent or designee shall analyze the course sequence, prioritize content and standards to be completed, and recommend the grading criteria. In such circumstances, students' social-emotional wellness shall be taken into account, and schedules and learning experiences shall be designed to build continuity, routine, and regular connections with students.

DISTANCE LEARNING (continued)

(cf. 5141.5 – Mental Health)

As needed, the Superintendent or designee shall provide teachers with training and ongoing support, including technological support and guidance, to effectively implement distance learning. The district shall also provide opportunities for teachers to communicate and collaborate with each other to exchange information on effective practices.

(cf. 4131 – Staff Development)

Staff shall comply with all copyright regulations in developing materials to be used in distance education courses.

(cf. 6162.6 – Use of Copyrighted Materials)

The district shall take steps to ensure that distance learning opportunities are available to all students, including economically disadvantaged students, students with disabilities, and English learners. Teachers may use multiple methods of providing instruction to meet student needs. All online programming and Internet content shall meet accessibility standards for students with disabilities, including compatibility with commonly used assistive technologies.

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

(cf. 0415 – Equity)

(cf. 6159 – Individualized Education Program)

(cf. 6174 – Education for English Learners)

The Superintendent or designee shall assess students' access to technological devices and the Internet and, consistent with the district's budget and technology plan, may loan devices to students to use at home and/or assist families in identifying free service providers. Students are expected to use district technology responsibly in accordance with the district's Acceptable Use Agreement. To the extent possible, the district shall make technical and academic support available to students.

(cf. 0440 – District Technology Plan)

(cf. 3311.4 – Procurement of Technological Equipment)

(cf. 3515.4 – Recovery for Property Loss or Damage)

(cf. 6163.4 – Student Use of Technology)

Teachers shall provide regular communications to students and parents/guardians about expectations, assignments, and available resources to assist the student in successful completion of distance learning coursework.

(cf. 6020 – Parent Involvement)

DISTANCE LEARNING (continued)

Grading of distance learning assignments and assessments of end-of course knowledge and understanding of the subject matter shall be consistent with district policy on grading for equivalent courses.

(cf. 5121—Grades/Evaluation of Student Achievement)

(cf. 6146.3—Reciprocity of Academic Credit)

(cf. 6146.11—Alternative Credits Toward Graduation)

Legal Reference:

EDUCATION CODE

35182.5—Contracts for electronic products or services; prohibitions

51210–51212—Course of study for grades 1–6

51220–51229—Course of study for grades 7–12

51740–51741—Authority to provide instruction by correspondence

51745–51749.3—Independent study

51865—California distance learning policy

PUBLIC CONTRACT CODE

20118.2—Contracting by school districts; technological equipment

UNITED STATES CODE, TITLE 20

7131—Internet safety

UNITED STATES CODE, TITLE 47

254—Universal service discounts (E rate); Internet safety

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

COVID-19 Guidance for K-12 Schools

WORLD WIDE WEB CONSORTIUM PUBLICATIONS

Web Content Accessibility Guidelines

WEB SITES

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

World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>

CSBA Sample Board Policy

Instruction

BP 6158(a)

INDEPENDENT STUDY

Note: Education Code 51745-51749.6 authorize districts to establish independent study programs to meet the educational needs of students. **Pursuant to Education Code 51745, as amended by AB 130 (Ch. 44, Statutes of 2021), for the 2021-22 school year, all districts are required to offer independent study to meet the educational needs of students.** Independent study may be offered as a program within a school, as a charter school, or as an alternative school of choice pursuant to Education Code 58500-58512; see AR 0420.4 - Charter School Authorization, BP 6146.11 - Alternative Credits Toward Graduation, and BP/AR 6181 - Alternative Schools/Programs of Choice.

Education Code 51747, **as amended by AB 130, mandates** that the Governing Board adopt a policy with specified **components requirements** as a condition of receiving state apportionments for independent study students. **In addition to meeting the requirements specified by Education Code 51747, board policies must comply with rules and regulations adopted by the Superintendent of Public Instruction (SPI). Boards are encouraged to review independent study policies as the SPI adopts revised rules to reflect the new requirements of AB 130.**

Commencing with the 2021-22 fiscal year Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, the State Controller is required to incorporate verification of the adoption of the policies, including loss of apportionment for independent study for districts found to be noncompliant.

~~In addition, Education Code 51749.5, as added by SB 858 (Ch. 32, Statutes of 2014), mandates~~ that the Board adopt policy with specified components as a condition of offering a program of course-based independent study ~~beginning in the 2015-16 school year~~. The mandated components are reflected throughout this policy and the accompanying administrative regulation.

When developing policy on independent study, 5 CCR 11701 requires the Board to consider, in a public hearing, (1) the scope of its existing or prospective use of independent study as an instructional strategy, (2) its purposes in authorizing independent study, and (3) factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult students.

In the event of a school closure necessitated by an emergency condition pursuant to Education Code 46392, districts must develop a plan for offering independent study to affected students pursuant to Education Code 46393, as added by AB 130. See BP 3516.5 - Emergency Schedules.

Independent study may be offered as a program within a school, as a charter school, or as an alternative school of choice pursuant to Education Code 58500-58512; see AR 0420.4 - Charter School Authorization, BP 6146.11 - Alternative Credits Toward Graduation, and BP/AR 6181 - Alternative Schools/Programs of Choice.

The Governing Board authorizes independent study as an optional alternative instructional strategy for **eligible** students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are

INDEPENDENT STUDY (continued)

unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, a home-based format, and an online course.

(cf. 0420.4 - Charter School Authorization)

(cf. 6181 - Alternative Schools/Programs of Choice)

A student's participation in independent study shall be voluntary. **(Education Code 51747, 51749.5)** ~~Students participating in independent study shall have the right, at any time, to enter or return to the regular classroom mode of instruction. (Education Code 51747, 5 CCR 11700)~~

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

Note: Pursuant to Education Code 46300, **as amended by AB 130**, the attendance of students participating in independent study for **three five** or more consecutive school days will be included in computing average daily attendance for apportionment purposes. The following **optional** paragraph is for use by districts that wish to limit independent study to periods of **three five** or more consecutive school days.

The minimum period of time for any independent study option shall be **three five** consecutive school days.

Written Agreements

~~Note: Education Code 51747 **mandates** that the Board adopt a policy providing that a current written agreement (i.e., the "master agreement") will be maintained for each student who participates in independent study for five or more consecutive school days. As amended by SB 858 (Ch. 32, Statutes of 2014), Education Code 51747 provides that no independent study agreement can be valid for longer than one school year.~~

~~In addition, Education Code 51749.5, as added by SB 858, **mandates** that the Board adopt a policy providing that a "learning agreement" be maintained for each student participating in course based independent study.~~

INDEPENDENT STUDY (continued)

See the accompanying administrative regulation for required content of these agreements.

The Superintendent or designee shall ensure that a written master agreement and, as appropriate, a learning agreement for students participating in course-based independent study exist for each participating student as prescribed by law and the accompanying administrative regulation. (Education Code 51747, 51749.5)

The master agreement shall specify the length of time in which each independent study assignment must be completed.

General Independent Study Requirements

Note: Education Code 51745, as amended by AB 130, requires districts to offer independent study for the 2021-22 school year only. Districts may meet the requirement for the 2021-22 school year by contracting with a county office of education or by entering into an interdistrict transfer agreement with another district pursuant to Education Code 46600. In addition, the requirement to offer independent study for the 2021-22 school year may be waived for districts by the county superintendent of schools in the county in which the district is located if the district demonstrates that (1) offering independent study would create an unreasonable fiscal burden on the district or county office of education due to low numbers of students participating or other extenuating circumstances; and (2) the Board does not have the option to enter into an interdistrict transfer agreement with another district or to contract with a county office of education to provide an independent study option.

For single-district counties, the waiver must be granted by the SPL.

For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)

Parents/guardians of students who are interested in independent study shall contact the Superintendent or designee.

For the 2022-23 school year and thereafter, the Superintendent or designee may continue to shall offer and approve independent study for an individual student only upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than he/she the student would in the regular classroom setting.

(cf. 5147 - Dropout Prevention)

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6200 - Adult Education)

INDEPENDENT STUDY (continued)

Note: Education Code 51747 **mandates** that the Board, in a public hearing, adopt a policy on the maximum length of time, by grade level and type of program, which may elapse between the time an independent study assignment is made and the date by which the student must complete the assignment. 5 CCR 11700 defines "type of program" as the statutory program category for purposes of attendance accounting, such as adult education or continuation high school. In addition, 5 CCR 11701 **mandates** that Board policy reflect an awareness that excessive leniency in the duration of independent study assignments can result in a student falling so far behind **his/her** peers as to increase, rather than decrease, the risk of dropping out of school.

The following paragraph sets one week for all grade levels and types of programs as the maximum length of time an independent study assignment should be completed, and **should be revised to reflect the length of time determined by the Board.** In order to ensure that apportionments are received, the length of time determined by the Board in its policy should be reflected in the district's written agreement. See the section on **"Master Agreement Written Agreements"** below and in the accompanying administrative regulation.

Because excessive leniency in the duration of independent study assignments may result in a student falling behind **his/her** peers and increase the risk of dropping out of school, independent study assignments **shall be completed no more than one week after** assigned **no more than one week** for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

Note: Education Code 51747 **mandates** that the Board, in a public hearing, adopt a policy which specifies **the level of satisfactory educational progress and** the number of missed assignments allowed before an evaluation would be required to determine whether it is in a student's best interest to remain in independent study. **The following paragraph specifies a maximum of three assignments and should be revised to reflect the Board's determination of the number of missed assignments that will trigger an evaluation.**

The number of missed assignments that will trigger an evaluation must be included in the student's written agreement, ~~see the accompanying administrative regulation. In order to ensure that apportionments are received, the district's written agreement should also be revised to reflect the number of assignments determined by the Board in its policy.~~

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student **fails to make satisfactory educational progress and/or** misses three assignments. **Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)**

1. **The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060**
2. **The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments**
3. **Learning required concepts, as determined by the supervising teacher**

INDEPENDENT STUDY (continued)**4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher**

Note: Education Code 51747, as amended by AB 130, mandates the Board to adopt policy that includes the provision of content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this requirement includes access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A–G admissions criteria. See BP/AR 6143 - Courses of Study.

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A–G admissions criteria. (Education Code 51747)

Note: Education Code 51747, as amended by AB 130, mandates the Board to adopt policy that includes plans, by grade level, to provide students with specified levels of live interaction and/or synchronous instruction as described below and defined in the accompanying administrative regulation. This requirement only applies to students participating in an independent study program for 15 school days or more.

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

- 1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction**
- 2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction**
- 3. For students in grades 9-12, opportunities for at least weekly synchronous instruction**

Note: Education Code 51747, as amended by AB 130, mandates the Board to adopt policy that includes procedures for tiered reengagement strategies for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week. This requirement only applies to students participating in an independent study program for 15 school days or more.

INDEPENDENT STUDY (continued)

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of their written agreement. This requirement only applies to students participating in an independent study program for 15 school days or more. The procedures shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

- 1. Verification of current contact information for each enrolled student**
- 2. Notification to parents/guardians of lack of participation within one school day of the absence or lack of participation**
- 3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary**

Note: Education Code 51747 requires districts to hold a student-parent-educator conference as defined by Education Code 51745.5, at specified times, as reflected below and in the accompanying regulation.

- 4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being**

Note: Education Code 51747, as amended by AB 130, mandates the Board to adopt policy that includes a plan to expeditiously, and not longer than five instructional days, transition students whose families wish to return to in-person instruction from independent study. This requirement only applies to students participating in an independent study program for 15 school days or more.

The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more. (Education Code 51747)

Note: Education Code 51747, as amended by AB 130, mandates that the Board to adopt a policy providing that a current written agreement (i.e., the "master agreement") will be maintained for each student who participates in independent study and for whom apportionment is claimed. five or more consecutive school days. As amended by SB 858 (Ch. 32, Statutes of 2014), Education Code 51747 provides that no independent study agreement can be valid for longer than one school year. For the 2021–22 school year only, the district is required to obtain a signed written agreement for independent study no later than 30 days after the first day of instruction.

INDEPENDENT STUDY (continued)

In addition, Education Code 51749.5, ~~as added by SB 858,~~ **mandates that** the Board **to** adopt ~~a~~ policy providing that a "learning agreement" be maintained for each student participating in course-based independent study.

See the **section "Master Agreement" below** ~~accompanying administrative regulation~~ for required content of these agreements.

The Superintendent or designee shall ensure that a written master agreement ~~and, as appropriate, a learning agreement for students participating in course-based independent study,~~ **exists** for each participating student as prescribed by law. (Education Code 51747, 51749.5)

Note: For the 2021-22 school year only, the district must provide notice with specified components of the independent study option available through Education Code 51747. Education Code 51747, as amended by AB 130, requires that the written information, in addition to being written in English, be written in the primary language if 15 percent or more of the students enrolled in a district that provides instruction in transitional kindergarten, kindergarten, or any of grades 1 to 12, inclusive, speak a single primary language other than English, as determined from the census data submitted to the California Department of Education.

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)

Note: Education Code 51747, as amended by AB 130, requires districts to hold a student-parent-educator conference upon the request of a parent/guardian prior to enrollment or disenrollment in independent study. The term student-parent-educator conference is defined in Education 51745.5, and as reflected in the accompanying regulation.

Upon the request of the parent/guardian of a student, before making a decision about enrolling or disenrolling in independent study and entering into a written agreement to do so, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Note: Education Code 51747 mandates that the Board, in a public hearing, adopt a policy which specifies the number of missed assignments allowed before an evaluation would be required to determine whether it

INDEPENDENT STUDY (continued)

~~is in a student's best interest to remain in independent study. The following paragraph specifies a maximum of three assignments and should be revised to reflect the Board's determination of the number of missed assignments that will trigger an evaluation.~~

~~The number of missed assignments that will trigger an evaluation must be included in the student's written agreement; see the accompanying administrative regulation. In order to ensure that apportionments are received, the district's written agreement should also be revised to reflect the number of assignments determined by the Board in its policy.~~

~~An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student misses three assignments, unless the student's written agreement specifies a lower or higher number of missed assignments based on the nature of the assignments, the total number of assignments, and/or other unique circumstances.~~

Master Agreement

Note: Education Code 51747 **mandates** that, in order to receive apportionments for independent study, the district must adopt and implement policy providing for a signed written independent study agreement which contains the components listed in the following section. Because apportionments are only provided for independent study of ~~five~~ **three** or more consecutive school days pursuant to Education Code 46300, **as amended by AB 130**, written agreements are required only in such instances.

Education Code 46300.7 states that apportionments shall be received for a student in independent study only if the district receives written permission from the parent/guardian before the independent study begins, specifying the actual dates of participation, methods of study and evaluation, and resources to be made available for the student's independent study. Since all these components are included in the written agreement which the parent/guardian must sign before the commencement of independent study **pursuant to Education Code 51747**, the parent/guardian's signature on the agreement satisfies the requirement to obtain the parent/guardian's ~~his/her~~ written permission.

However, for the 2021-22 school year the district must obtain a signed written agreement for independent study no later than 30 days after the first day of instruction, pursuant to Education Code 51747, as amended by AB 130.

For the 2021–22 school year only, the district shall obtain a signed written agreement for independent study no later than 30 days after the first day of instruction.

A written agreement shall be developed and implemented for each student participating in independent study for ~~five~~ **three** or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

INDEPENDENT STUDY (continued)

1. The frequency, time, place and manner for submitting the student's assignments, **reporting the student's academic progress, and reporting communicating with a student's parent/guardian regarding the student's his/her academic progress**
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and **access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work**

Note: **As described in the section "General Independent Study Requirements" above, pursuant** Pursuant to Education Code 51747, the written agreement must contain statements reflecting Board policy pertaining to (1) the maximum length of time, by grade level and type of program, which may elapse between the time an independent study assignment is made and the date by which the student must complete the assignment and (2) the number of missed assignments allowed before an evaluation would be required to determine whether it is in a student's best interest to remain in independent study. ~~See the accompanying Board policy.~~ **As amended by AB 130, Education Code 51747 also requires that the written agreement contain a statement of the Board's policy regarding the level of satisfactory educational progress for students participating in independent study.**

4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, **the level of satisfactory educational progress**, and the number of missed assignments, ~~by grade level and type of program~~, which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for ~~the an~~ elementary student **grades**, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. **A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.**
87. A statement that independent study is an optional educational alternative in which no student may be required to participate

INDEPENDENT STUDY (continued)

98. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

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

109. Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.

However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil, no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study

Note: This section is for districts that provide independent study courses to its students. Education Code 51749.5-51749.6, as amended by AB 130, establish a course-based independent study option that may be offered if certain requirements are met, as described below. As a condition of offering this option, Education Code 51749.5 mandates that boards in the districts district adopt policies policy or regulations that comply with the legal requirements listed in the following section and any applicable regulations adopted by the State Board of Education.

The following paragraph may be revised to reflect the grade levels offered by the district.

The district's district shall offer a course-based independent study program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)

1. A signed learning agreement shall be completed and on file for each participating student pursuant to Education Code 51749.6

INDEPENDENT STUDY (continued)

12. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.

(cf. 4112.2 - Certification)

23. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality as ~~equivalent classroom-based courses~~ **and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction**, and shall be aligned to all relevant local and state content standards. **For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria.** This ~~The~~ certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. **The certification shall also include plans to provide opportunities for students in grades transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive at least weekly synchronous instruction.**
34. Students enrolled in these **independent study** courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, ~~and~~ 46300.4, **47612, and 47612.1**, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, **47612**, 48204, and 51747.3.
45. ~~Teachers shall communicate with each student in person, by telephone, or by any other live visual or audio connection at least twice per calendar month to assess whether the student is making satisfactory educational progress. For this purpose, satisfactory educational progress includes, but is not limited to, applicable statewide accountability measures and the completion of assignments, examinations, or other indicators that the student is working on assignments, learning required concepts, and progressing toward successful completion of the course, as determined by the teacher providing instruction.~~

~~Written or computer-based evidence of satisfactory educational progress shall be retained for each course and student, including, at a minimum, a grade book or summary document that lists all assignments, examinations, and associated grades for each course.~~

INDEPENDENT STUDY (continued)

For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress **in an independent study class** is not being made, the teacher shall notify the student and, if the student is under age 18 years, ~~his/her~~ **the student's** parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether ~~he/she~~ **the student** should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

(cf. 5125 - Student Records)

56. Examinations shall be administered by a proctor.

67. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

(cf. 6162.51 - State Academic Achievement Tests)

INDEPENDENT STUDY (continued)

78. A student shall not be required to enroll in courses included in ~~this~~ **the course-based independent study** program.

89. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.

910. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

~~1011.~~ Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.

~~112.~~ A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

(cf. 3260 - Fees and Charges)

~~1213.~~ A student shall not be prohibited from participating in independent study solely on the basis that **the student** ~~he/she~~ does not have the materials, equipment, or ~~Internet~~ access to Internet **connectivity** necessary to participate in the course.

14. A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, unless the student's individualized education program specifically provides for that participation.

15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.

16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.

Learning Agreement for Course-Based Independent Study

Note: Education Code 51749.6, as amended by AB 130, requires that, before enrolling a student in course-based independent study, the district provide the student and, if the student is less than 18 years of age, the student's parent/guardian, with a written learning agreement that includes specified components.

INDEPENDENT STUDY (continued)

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, ~~his/her~~ **the student's** parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to **course-based independent study pursuant to Education Code 51749.5**
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources, ~~including materials and personnel,~~ that will be made available to the student, **including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work**
- ~~6. A statement that the student is not required to enroll in courses in this program~~
6. **A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.**
- ~~7. Signatures of the student, the student's parent/guardian if the student is under age 18 years, and all teachers providing instruction~~
7. **A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall**

INDEPENDENT STUDY (continued)

- include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.
8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.
 9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.
 10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.
 11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.
 12. Before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, the student's parent/guardian or caregiver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.

However, for the 2021–22 school year only, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

INDEPENDENT STUDY (continued)

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

Student-Parent-Educator Conferences ~~Teacher Conferences~~

Note: Education Code 51747 and 51749.5, as amended by AB 130, require districts to hold student-parent-educator conferences as defined by Education Code 51745.5, at specified times. See the accompanying regulation for the definitions of student-parent-education conference.

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or if requested by a parent/guardian prior to enrollment in or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

~~Supervising teachers should establish an appropriate schedule for student teacher conferences in order to help identify students falling behind in their work or in danger of failing or dropping out of school. Teachers are expected to monitor student progress and work closely with each student to determine the amount and type of contact needed for the student to be successful in the program.~~

~~Missing appointments with the supervising teacher without valid reasons may trigger an evaluation to determine whether the student should remain in independent study.~~

Home-Based Independent Study

~~Note:~~ The following section is **optional**.

~~The Superintendent or designee shall encourage parents/guardians desiring to teach their children at home to have their children participate in independent study. Such participation allows continued contact and cooperation between the school system and the home-based student and ensures that the student will be offered a standards-based education substantially equivalent in quality and quantity to the district's classroom instruction.~~

Records for Audit Purposes

Note: Education Code 51745.6, 51747, 51747.5, and 51749.5, as amended by AB 130, require, commencing in the 2021-22 fiscal year, the State Controller to incorporate verifications of compliance with specified components of the laws into the Guide for Annual Audits of K-12 Local Education

INDEPENDENT STUDY (continued)

Agencies and State Compliance Reporting to the extent that these verifications are not yet included in the audit guide, with loss of apportionment for independent study for districts found to be noncompliant.

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that **the teacher he/she** has personally evaluated the work or ~~that he/she has~~ personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5. **Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)**
6. **Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)**

Note: Education Code 51747.5, as amended by AB 130, requires districts to document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day. In addition, Education Code 51747.5 requires districts to maintain written or computer-based evidence of student engagement that includes, but is not limited to, a grade book or summary document that, for each class, lists all assignments, assessments, and

INDEPENDENT STUDY (continued)

associated grades. Commencing in the 2021-22 fiscal year, the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting will incorporate compliance reviews of these requirements.

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee also shall maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and other evaluations issued to assessments for each student for independent study assignments. (Education Code 51747.5)

(cf. 3580 - District Records)

Note: Education Code 51747, as amended by SB 828 (Ch. 29, Statutes of 2016), authorizes specified records to be maintained in an electronic file, as provided in the following paragraph. Pursuant to Education Code 51747, an electronic file includes a computer or electronically stored image of an original document, including, but not limited to, a PDF, JPEG, or other digital file type, that may be sent via fax machine, email, or other electronic means.

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

Program Evaluation

Note: The following optional section may be revised to reflect district practice.

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

(cf. 0500 - Accountability)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

Legal Reference: (see next page)

INDEPENDENT STUDY (continued)

Legal Reference:

EDUCATION CODE

17289 Exemption for facilities

41020 Audit guidelines

41976.2 Independent study programs; adult education funding

42238 Revenue limits

42238.05 Local control funding formula; average daily attendance

44865 Qualifications for home teachers and teachers in special classes and schools

46200-46208 Instructional day and year

46300-46307.1 Methods of computing average daily attendance

46600 Interdistrict attendance computation

46390-46393 Emergency average daily attendance

47612-47612.1 Charter school operation

47612.5 Independent study in charter schools

48204 Residency

48206.3 Home or hospital instruction; students with temporary disabilities

48220 Classes of children exempted

48340 Improvement of pupil attendance

48915 Expulsion; particular circumstances

48916.1 Educational program requirements for expelled students

48917 Suspension of expulsion order

49011 Student fees

51225.3 Requirements for high school graduation

51745-51749.6 Independent study programs

52060 Local control and accountability plan

52522 Adult education alternative instructional delivery

52523 Adult education as supplement to high school curriculum; criteria

56026 Individuals with exceptional needs

58500-58512 Alternative schools and programs of choice

FAMILY CODE

6550-**6552** Authorization affidavits

CODE OF REGULATIONS, TITLE 5

11700-11703 Independent study

~~19819 State audit compliance~~

UNITED STATES CODE, TITLE 20

6301 Highly qualified teachers

6311 State plans

COURT DECISIONS

Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365

EDUCATION AUDIT APPEALS PANEL DECISIONS

~~*Lucerne Valley Unified School District, Case No. 03-02 (2005)*~~

Management Resources: (see next page)

INDEPENDENT STUDY (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Elements of Exemplary Independent Study

California Digital Learning Integration and Standards Guidance, April 2021

EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting

WEB SITES

California Consortium for Independent Study: <http://www.ccis.org>

California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

(7/10 12/14) 7/21

CSBA Sample Administrative Regulation

Instruction

AR 6158(a)

INDEPENDENT STUDY

Definitions

Note: Education Code 51745.5, as added by AB 130 (Ch. 44, Statutes of 2021), defines the terms "live interaction," "student-parent-educator conference," and "synchronous instruction" as provided below.

Live interaction means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of Internet or telephonic communication. (Education Code 51745.5)

Student-parent-educator conference means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)

Synchronous instruction means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by the teacher of record for that student pursuant to Education Code 51747.5. (Education Code 51745.5)

Educational Opportunities

Note: Pursuant to Education Code 51745, as amended by AB 130, the district is required to offer independent study to meet the educational needs of students for the 2021-22 school year unless the district obtains a waiver from such requirement.

For the 2021-22 school year, the district shall offer independent study to meet the educational needs of students as specified in Education Code 51745 unless the district has obtained a waiver. (Education Code 51745)

In addition, when requested by a parent/guardian due to an emergency, ~~vacation~~, or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in ~~his/her~~ **the student's** regular classes.

(cf. 5113 - Absences and Excuses)

Note: The following paragraph is for use by districts maintaining high schools.

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

(cf. 6146.1 - High School Graduation Requirements)

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

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

AR 6158(c)

INDEPENDENT STUDY (continued)

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. **Providing access to Internet connectivity and local educational agency-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value.** (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

Students are eligible for independent study as authorized in law, and as specified in board policy and administrative regulation.

Note: The following optional paragraph may be revised to reflect district practice.
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For the 2022-23 school year and thereafter, ~~Provided that experienced certificated staff are available to effectively supervise students in independent study~~ the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in independent study. The Superintendent or designee may also approve the participation of a student whose health would be put at risk by in-person instruction. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to

enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

Note: The following paragraph limits eligibility for independent study to those students for whom state apportionments can be claimed. Education Code 46300.2 provides that districts will receive state funding for independent study for students who are residents of the county or an adjacent county. Pursuant to Education Code 51747.3, students whose residency status is based on parent/guardian employment within district boundaries (Education Code 48204(b)) are not eligible for funds apportioned for average daily attendance (ADA).

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

AR 6158(d)

INDEPENDENT STUDY (continued)

(cf. 5111.1 - District Residency)

For a student with disabilities, as defined in Education Code 56026, **shall not participate participation** in independent study **shall be approved only if unless the student's his/her** individualized education program specifically provides for such participation. (Education Code 51745)

(cf. 6159 - Individualized Education Program)

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

(cf. 6183 - Home and Hospital Instruction)

Note: Education Code 46300.1 provides that the district may not receive apportionments pursuant to Education Code 42238 for independent study for students age 21 or older, or for students 19 or older who have not been continuously enrolled in grades K-12 since their 18th birthday. However, pursuant to Education Code 46300.4, these students may be eligible for independent study through the adult education program for courses required for high school graduation; **see See** BP/AR 6200 - Adult Education.

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

(cf. 6200 - Adult Education)

Note: The following paragraph limits enrollment in independent study to those students for whom state apportionments can be claimed. Pursuant to Education Code 51745, no more than 10 percent of the students

enrolled in a continuation high school or opportunity school or program are eligible for apportionment credit for independent study. A pregnant student or a parenting student who is the primary caregiver for **his/her the student's** child(ren) is not included in this cap.

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant students and parenting students who are primary caregivers for one or more of their children, shall be enrolled in independent study. (Education Code 51745)

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

(cf. 6184 - Continuation Education)

AR 6158(e)

INDEPENDENT STUDY (continued)

Master Agreement

Note: Education Code 51747 **mandates** that, in order for the district to receive apportionments for independent study, the district must adopt and implement policy providing for a signed written independent study agreement which contains the components listed in the following section. Because apportionments are provided only for independent study of five or more consecutive school days pursuant to Education Code 46300, written agreements are required only in such instances.

A written agreement shall be developed and implemented for each student participating in independent study for five or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but not be limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. — The manner, time, frequency, and place for submitting the student's assignments, and for reporting his/her progress
2. — The objectives and methods of study for the student's work and the methods used to evaluate that work
3. — The specific resources, including materials and personnel, that will be made available to the student

Note: Pursuant to Education Code 51747, the written agreement must contain statements reflecting Board policy pertaining to (1) the maximum length of time, by grade level and type of program, which may elapse between the time an independent study assignment is made and the date by which the student must complete

the assignment and (2) the number of missed assignments allowed before an evaluation would be required to determine whether it is in a student's best interest to remain in independent study. See the accompanying Board policy.

4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion and the number of missed assignments, by grade level and type of program, which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year

AR 6158(f)

INDEPENDENT STUDY (continued)

6. A statement of the number of course credits or, for an elementary student, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement that independent study is an optional educational alternative in which no student may be required to participate
8. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

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

Note: Education Code 46300.7 states that apportionments shall be received for a student in independent study only if the district receives written permission from the parent/guardian, before the independent study begins, specifying the actual dates of participation, methods of study and evaluation, and resources to be made available for the student's independent study. Since all these components are included in the written agreement which the parent/guardian must sign, the parent/guardian's signature on the agreement satisfies the requirement to obtain his/her written permission.

9. Signatures of the student, the parent/guardian or caregiver of the student if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study

Note: Education Code 51749.5-51749.6 establish a course based independent study option that may be offered if certain requirements are met, as described below. As a condition of offering this option, Education Code 51749.5 **mandates** that the district adopt policy or regulations that comply with the legal requirements listed in the following section and any applicable regulations adopted by the State Board of Education.

The following paragraph may be revised to reflect the grade levels offered by the district.

The district shall offer a course based independent study program for students in grades K-12 subject to the following requirements: (Education Code 51749.5)

1. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.

AR 6158(g)

INDEPENDENT STUDY (continued)

(cf. 4112.2 - Certification)

2. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality as equivalent classroom based courses and shall be aligned to all relevant local and state content standards. This certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom based courses.
3. Students enrolled in these courses shall meet the applicable age requirements established pursuant to Education Code 46300.1 and 46300.4 and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 48204, and 51747.3.
4. Teachers shall communicate with each student in person, by telephone, or by any other live visual or audio connection at least twice per calendar month to assess whether the student is making satisfactory educational progress. For this purpose, satisfactory educational progress includes, but is not limited to, applicable statewide accountability measures and the completion of assignments, examinations, or other indicators that the student is working on assignments, learning required concepts, and progressing toward successful completion of the course, as determined by the teacher providing instruction.

Written or computer-based evidence of satisfactory educational progress shall be retained for each course and student, including, at a minimum, a grade book or summary document that lists all assignments, examinations, and associated grades for each course.

If satisfactory educational progress is not being made, the teacher shall notify the student and, if the student is under age 18 years, his/her parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether he/she should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

(cf. 5125—Student Records)

5. Examinations shall be administered by a proctor.

AR 6158(h)

INDEPENDENT STUDY (continued)

6. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom based courses.

(cf. 6162.51—State Academic Achievement Tests)

7. A student shall not be required to enroll in courses included in this program.

8. The student teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.

9. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.

(cf. 6111—School Calendar)

(cf. 6112—School Day)

10. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.

11. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

(cf. 3260—Fees and Charges)

12. A student shall not be prohibited from participating in independent study solely on

the basis that he/she does not have the materials, equipment, or Internet access necessary to participate in the course.

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, his/her ~~the student's~~ parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to this program
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above

AR 6158(i)

INDEPENDENT STUDY (continued)

3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources, including materials and personnel, that will be made available to the student
6. A statement that the student is not required to enroll in courses in this program
7. Signatures of the student, the student's parent/guardian if the student is under age 18 years, and all teachers providing instruction

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

Monitoring Student Progress

Note: The following **optional** section may be revised to reflect district practice.

The independent study administrator and/or supervising teacher shall promptly and directly

address any failure by the student to meet the terms of **his/her the student's** written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

AR 6158(j)

INDEPENDENT STUDY (continued)

When the student has **failed to make satisfactory educational progress or** missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program.

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

Note: The CDE, in its Frequently Asked Questions available on its web site, clarifies that students in independent study are not subject to truancy laws. The determination of excused and unexcused absences is irrelevant because independent study students may complete assignments at any time and attendance is not the basis for credit.

~~Independent study students who are late, miss scheduled conferences, or do not submit assigned work on time shall not be reported as tardy or truant.~~

Responsibilities of Independent Study Administrator

Note: The following **optional** section may be revised to reflect district practice.

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers **at the required teacher-student ratios pursuant to Education Code 51745.6** and supervising staff assigned to independent study functions who are not regularly supervised by another administrator

2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study
6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

AR 6158(k)

INDEPENDENT STUDY (continued)

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a **certificated district** employee who **possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who** consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

Note: Pursuant to Education Code 51745.6, the equivalency of teacher-student ratios as described below is a necessary condition for the district to receive apportionments for independent study. The district may exceed these ratios, but those additional units of independent study ADA would not be funded. **AB 104 (Ch. 13, Statutes of 2015) amended Education Code 51745.6 to eliminate grade span as a factor in the computation of the ratios.**

Pursuant to Education Code 51745.6, as amended by AB 130, the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting must incorporate verification of applicable teacher-student ratios commencing in the 2021-22 fiscal year.

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

Note: The remainder of this section is **optional** and may be revised to reflect district practice.

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement **and signing the agreement**
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records **for Audit Purpose**" **below in the accompanying Board policy**
5. Providing direct instruction and counsel as necessary for individual student success
6. Regularly meeting with the student to discuss the student's progress

AR 6158(l)

INDEPENDENT STUDY (continued)

Note: Pursuant to Education Code 51747.5, the district may only claim apportionment credit for independent study based on the time value of student work products as personally judged in each instance by a certificated teacher. Education Code 51747.5 specifies that the teacher is not required to sign and date the work products.

7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement

Note: Education Code 51747.5, as amended by AB 130, requires districts to document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day.

- 9. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day for which independent study is provided**

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

(cf. 4131 - Staff Development)

Records

~~The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)~~

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher

AR 6158(m)

INDEPENDENT STUDY (continued)

4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons

(cf. 3580 - District Records)

The Superintendent or designee also shall maintain a record of grades and other evaluations issued to each student for independent study assignments.

Note: Education Code 51747, as amended by SB 828 (Ch. 29, Statutes of 2016), authorizes specified records to be maintained in an electronic file, as provided in the following paragraph. Pursuant to Education Code 51747, an electronic file includes a computer or electronically stored image of an original document, including, but not limited to, a PDF, JPEG, or other digital file type, that may be sent via fax machine, email, or other electronic means.

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

(5/16 7/16) 7/21

Policy Reference UPDATE Service

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 10, 2021

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 13

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

SUBJECT:

Request to Approve Resolution # 821 authorizing the interfund transfer of Special or Restricted funds for operational or budgetary purposes for FY 2021-22.

BACKGROUND:

This resolution will allow the District to transfer funds from Special or Restricted funds for budgetary or operational purposes during the fiscal year of 2021-22.

STATUS:

During any fiscal year it may become necessary to permanently transfer funds from Special or Restricted funds. These are contributions made from Restricted Fund accounts. This resolution allows staff to make those adjustments if, and when they become necessary.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

N/A

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

That the Board approves Resolution # 821 authorizing the interfund transfer of Special or Restricted Funds for operational purposes during the fiscal year 2021-22.

Time allocated: 5 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 821

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE RIVER DELTA UNIFIED SCHOOL DISTRICT AUTHORIZING THE INTERFUND TRANSFER OF SPECIAL OR RESTRICTED FUNDS

WHEREAS, the District's Board hereby intends to direct that funds held in a certain fund or account be transferred to another District fund or account for payment of obligations as authorized by Education Code section 35160 and section 42125;

WHEREAS, the transfer shall be accounted for as a transfer between funds or accounts and shall be available for appropriation or be considered income to the receiving fund or account; and

WHEREAS, amounts transferred shall not be subject to repayment to the transferring fund or account.

NOW THEREFORE, BE IT RESOLVED that the Board of Trustees of the River Delta Unified School District, in accordance with the provisions of applicable, law hereby authorizes for fiscal year 2021-2022 the transfer of funds between the following funds provided that all transfers are directed by the District's Superintendent or Chief Business Officer.

Adult Education Fund #11
Child Development Fund #12
Cafeteria Fund #13
Special Reserve (Non-Capital) Fund #17
Building fund Capital Projects Fund #21
Capital Facilities (Developer Fees) Fund #25
State School Facilities Fund #25
Capital Projects - Blended Component Fund #49

APPROVED, PASSED AND ADOPTED this 10 day of August 2021 by the Board of Trustees of the River Delta Unified School District of Sacramento County, California, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I, Marilyn Riley, Clerk for the Board of Trustees of the River Delta Unified School District of Sacramento County, California, certify that the foregoing is a full, true and correct copy of Resolution No. 821 adopted by the said Board at a Regular Business meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

Marilyn Riley, Board Clerk
Board of Trustees
River Delta Unified School District

August 10, 2021
Date

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: August 10, 2021

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 14

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

SUBJECT:

Request to Approve Resolution #822 authorizing Temporary Inter-fund Transfers (borrowing) of Special or Restricted Funds for FY 2021-22.

BACKGROUND:

This resolution will allow the district to temporarily borrow funds within those on deposit at the Sacramento County Treasury in River Delta's fund accounts. This is strictly on a short-term basis and is allowed by Education Code Section 42603 which provides districts the ability to temporarily borrow between funds to satisfy operating costs.

STATUS:

Currently, the district has positive balances in various funds that can be transferred as needed to meet operating costs. Education Code Section 42603 provides the authorization for districts to borrow between funds and sets limitations on this type of borrowing. The authorization and limitations are stated in the attached resolution.

PRESENTER: Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT: NOT APPLICABLE

COST AND FUNDING SOURCES: NOT APPLICABLE

RECOMMENDATION:

That the Board approves Resolution #822 authorizing temporary borrowing between funds for FY 2021-22

Time allocated: 3 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 822

**ESTABLISH TEMPORARY
INTERFUND TRANSFERS
OF SPECIAL OR RESTRICTED FUNDS FOR
CASH FLOW PERPOSES**

WHEREAS, the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code Section 42603; and

WHEREAS, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year.

NOW THEREFORE, BE IT RESOLVED that the Board of Trustees of the River Delta Unified School District, in accordance with the provisions of Education Code section 42603 adopts the following authorization for fiscal year 2021-22 to temporarily transfer funds between the following funds provided that all transfers are approved by the Superintendent or her designee:

- General Fund #01
- Adult Education #11
- Child Development Fund #12
- Cafeteria Fund #13
- Spec. Reserve (Non-Capital) Fund #17
- Building Fund Capital Projects Fund #21
- SFID #1 – South (GO Bond) Fund #22
- SFID #2-North (GO Bond) Fund #23
- Capital Facilities (Developer Fees) Fund # 25
- State School Facilities Fund #35
- Capital Project.-Blended Component Fund #49

PASSED AND ADOPTED the 10th day of August 2021 by the Board of Trustees of the River Delta Unified School District of Sacramento County, California, by the following 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. 822 adopted by the said Board at a Regular Business meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

Marilyn Riley, Clerk
Board of Trustees
River Delta Unified School District

August 10, 2021
Date

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: August 10, 2021

Attachments: 3

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 15

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

SUBJECT:

The Educational Services Department is recommending to amend to the 2021-2022 River Delta Unified School District School Calendar.

BACKGROUND:

During the 2020-2021 School year, River Delta Unified School District (RDUSD), in collaboration with both California School Employees Association (CSEA) chapter 319 and the River Delta Unified Teachers Association (RDUTA) brought forth a district calendar to be approved by the RDUSD Board of Trustees for the 2021-2022 school year. This calendar was approved at the regularly scheduled board meeting on May 11, 2021.

After additional review and consideration from the Educational Services Department, it was determined that changing the quarter windows to end on Fridays will result in a more seamless and effective transition from one quarter to the next for the purposes of grading. Additionally, RDUSD has historically ended quarters on Fridays prior to the elementary parent conferencing windows to offer parents the opportunity to receive and review the report card with their child's teacher during the scheduled minimum days. This also allows for a more seamless transition at the secondary level.

The proposed changes would be as follows:

Approved Original Quarter Ending Date	Approved Quarter Total Days	Proposed Quarter Ending Date	Proposed Quarter Total Days
Thursday October 14, 2021	45	Friday October 8, 2021	42
Friday December 17, 2021	40	Friday December 17, 2021 (no change)	43
Wednesday, March 23, 2022	50	Friday, March 18, 2022	47
Friday June 3, 2022	45	Friday June 3, 2022 (no change)	48

Please note, the above proposed changes do not affect non student days/recess, Legal Holidays, Board Granted Holidays, Minimum Days, teacher Pre-Service Days or Staff Development Days. The proposed changes do not affect any approved conference days or scheduled school breaks. The changes will only pertain to the quarter windows for the purposes of grading and report cards.

STATUS:

This is a request for a re-review and amendment to the previously Board approved 2021-2022 school year calendar.

PRESENTER:

Nicole Latimer, Chief Educational Services Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:**COST AND FUNDING SOURCES:**

This recommended calendar amendment is at zero cost to the District.

RECOMMENDATION:

That the Board approves an amended 2021-2022 River Delta Unified School District School Calendar.

Time allocated: 3 minutes

2021-2022 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	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	0
AUGUST	2	3	4	5	6	9	10	11 ^{SS}	12	13	16	17	18	19	20	23	24	25	26	27	30	31				15
SEPTEMBER			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30		21
OCTOBER					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	20
NOVEMBER	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30				16
DECEMBER			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	13
JANUARY	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	31					15
FEBRUARY		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28					18
MARCH		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31		23
APRIL					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	15
MAY	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31				21
JUNE			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30		3

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 11, 2021

SE = School Ends = June 3, 2022

P = Parent Conference Days = October 12, 14, 15, 2021

Non Student Days = October 11, 2021

Thanksgiving Break = November 22—26, 2021

Winter Break = December 20, 2021—January 7, 2022

Spring Break = April 11-April 18, 2022

Quarter _____ **Days**

Quarter 1 – Ends October 8, 2021 42

Quarter 2 – Ends December 17, 2021 43

Quarter 3 – Ends March 18, 2022 47

Quarter 4 – Ends June 3, 2022 48

Proposed Amendment : August 10, 2021

Elementary School Grading Schedule 2021-2022

Grading Period	Aeries Window Opens	Aeries Window Closes	Grades Due
First Quarter Progress Report period ends 9/10/21	First Quarter Window opens 8/11/21		Progress Report Due 9/13/21
First Quarter Grades Quarter ends 10/8/21		Aeries First Quarter Window closes 10/11/21 @ 11:59 PM	Report Card due 10/12/21
Second Quarter Progress Report period ends 11/12/21	Second Quarter Window opens 10/12/21		Progress Report due 11/15/21
Second Quarter Grades Quarter ends 12/17/21		Aeries Second Quarter Window closes 12/19/21 @ 11:59 PM	Report Card due 1/10/22
Third Quarter Progress Report period ends 2/11/22	Third Quarter Window opens 1/10/22		Progress Report due 2/15/22
Third Quarter Grades Quarter ends 3/18/22		Aeries Third Quarter Window closes 3/20/22 @ 11:59 PM	Report Card due 3/21/22
Fourth Quarter Progress Report period ends 4/29/22	Fourth Quarter Window opens 3/21/22		Progress Report due 5/2/22
Fourth Quarter Grades Quarter ends 6/3/22		Aeries Fourth Quarter Window closes 6/5/22 @ 11:59 PM	Report Card due 6/6/21

**GRADING SCHEDULE AND ELIGIBILITY DATES
2021-22**

GRADING PERIOD	AERIES WINDOW OPENS	AERIES WINDOW CLOSES	GRADES MAILED	STUDENT ELIGIBILITY DATE	In Danger of Failing 2nd Notice
1 st A Block Progress Report Ends 9/10/21	TUESDAY 9/7/21	FRIDAY 3:30 PM 9/10/21	Friday 9/17/21	NA	FRIDAY 9/24/21
1 st A Block Grades Semester ends 10/8/21	MONDAY 10/4/21	FRIDAY 3:30 PM 10/8/21	FRIDAY 10/15/21	MONDAY 10/11/21	NA
2 nd A Block Progress Report Ends 11/12/21	MONDAY 11/8/21	FRIDAY 3:30 PM 11/12/21	FRIDAY 11/19/21	NA	FRIDAY 12/3/21
2 nd A Block– Semester Ends 12/17/21	MONDAY 12/13/21	FRIDAY 3:30 PM 12/17/21	FRIDAY 1/14/22	MONDAY 12/20/21	NA
1 st B Block Progress Report Ends 2/11/22	MONDAY 2/7/22	FRIDAY 3:30 PM 2/11/22	FRIDAY 2/18/22	NA	FRIDAY 3/4/22
1 st B Block Semester ends 3/18/22	MONDAY 3/14/22	FRIDAY 3:30 PM 3/18/22	FRIDAY 3/25/22	MONDAY 3/21/22	NA
2 nd B Block Progress Report Ends 4/29/22	MONDAY 4/25/22	FRIDAY 3:30 PM 4/29/22	FRIDAY 5/6/22	NA	FRIDAY 5/20/22
2 nd B Block Semester Grades Semester Ends 6/3/22	TUESDAY 5/31/22	FRIDAY 3:30 PM 6/3/22	FRIDAY 6/10/22	MONDAY 6/6/22	NA

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 10, 2021

Attachments: 1

From: Nicole Latimer, Director of Educational Services

Item Number: 16

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

SUBJECT:

Request to Approve the Updated Board Policy for High School Graduation Requirements in River Delta Unified School District, to Include the Adoption of Ethnic Studies and Building Foundations for Success Courses.

BACKGROUND:

On March 9, 2021, at a regularly scheduled meeting, the River Delta Unified School District Board of Trustees approved the additions of the Building Foundations for Success and Ethnic Studies courses as replacements for the current freshmen requirements of Technology and World History. Geography is embedded in the World History and Geography CP course, taken in the 10th grade year. The standards covered in the current technology curriculum are embedded through each course in the secondary offerings. Board Policy regarding graduation requirements will need to be updated to reflect the approval of these new courses. The class of 2025 will be the first graduating class to be offered both courses as a requirement for graduation. All freshmen will be offered these courses in the 2021-2022 school year. Students enrolled prior to the 2021-2022 school year shall not be impacted by the change in course requirements as this change in policy will be effective for all students beginning with the class of 2025 and forward.

STATUS:

PRESENTER: Nicole Latimer, Director of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

Victoria Turk and Christine Mabery, Principals

COST AND FUNDING SOURCES: N/A

RECOMMENDATION:

That the Board approves the changes in Board policy to reflect the additions of the Ethnic Studies and Building Foundations for Success courses at Rio Vista and Delta High Schools.

Time allocated: 2 minutes

Board Policy

High School Graduation Requirements

BP 6146.1

Instruction

The Governing Board desires to prepare all students to successfully complete the high school course of study and obtain a high school diploma that represents their educational achievement and increases their so that they can take advantage of opportunities for postsecondary education and employment.

~~The Board of Trustees desires to prepare all students to obtain a high school diploma so that they can take advantage of opportunities for postsecondary education and employment.~~

(cf. 5127 - Graduation Ceremonies and Activities)

(cf. 5147 - Dropout Prevention)

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

(cf. 6146.3 - Reciprocity of Academic Credit)

Course Requirements

To obtain a high school diploma, students shall complete the following courses in grades 9-12, with each course being one year unless otherwise specified:

1. Four courses in English (Education Code 51225.3) (40 credits)

(cf. 6142.91 - Reading/Language Arts Instruction)

2. Three courses in mathematics (Education Code 51225.3) (30 credits)

At least one mathematics course, or a combination of the two mathematics courses, shall meet or exceed state academic content standards for Algebra I or Mathematics I. Completion of such coursework prior to grade 9 shall satisfy the Algebra I or Mathematics I requirement, but shall not exempt a student from the requirement to complete two mathematics courses in grades 9-12. (Education Code 51224.5)

Students may be awarded up to one mathematics course credit for successful completion of an approved computer science course that is classified as a "category c" course based on the "a-g" course requirements for college admission. (Education Code 51225.3, 51225.35)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6152.1 - Placement in Mathematics Courses)

3. Two courses in science, including biological and physical sciences (Education Code 51225.3) (20 Credits)

(cf. 6142.93 - Science Instruction)

(cf. 6142.93 - Science Instruction)

4. Three and one half (3.5 \hat{A} ½) courses in Social Studies, including: Ethnic Studies World-Geography (5 credits); World History and Cultures-Geography (10 credits); United States History and Geography (10 credits); American Government and Civics (5 credits); and Economics (5 credits) (Education Code 51225.3)

(cf. 6142.3 - Civic Education)

(cf. 6142.94 - History-Social Science Instruction)

5. One course in visual or performing arts, foreign world language, or career technical education (CTE). For purposes of this requirement, a course in including American Sign Language, shall be deemed a course in world language, or career technical education (CTE). (Education Code 51225.3) ~~One course in visual or performing arts; foreign language, including American Sign Language; or career technical education (CTE) (Education Code 51225.3) (10 credits:—2 semesters of the same language and/or visual performing arts)~~

To be counted towards meeting graduation requirements, a CTE course shall be aligned to the CTE model curriculum standards and framework adopted by the State Board of Education. **(Education Code 51225.3)**

(cf. 6142.2 - World/~~Foreign~~ Language Instruction)

(cf. 6142.6 - Visual and Performing Arts Education)

(cf. 6178 - Career Technical Education)

(cf. 6178.2 - Regional Occupational Center/Program)

6. Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3) (20 credits)

(cf. 6142.7 - Physical Education and Activity)

~~In addition, pursuant to Education Code 51225.6, as added by AB 1719 (Ch. 556, Statutes of 2016), a district that requires a course in health education for graduation is required to include instruction in compression-only cardiopulmonary resuscitation beginning in the 2018-19 school year. See AR 6143—Courses of Study.~~

~~(cf. 6142.1—Sexual Health and HIV/AIDS Prevention Instruction)~~

~~(cf. 6142.4—Service Learning/Community Service Classes)~~

~~(cf. 6142.8—Comprehensive Health Education)~~

7. One semester of "[Building Foundations for Success Technology](#)"
8. The equivalent of 75 credits of elective credits.
9. 15 hours of prior approved Community Service, (this is in addition to the 245 credit graduation requirement).

(cf. 6142.4 - Service Learning/Community Service Classes)

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

Exemptions from District-Adopted Graduation Requirements

District students are required to complete graduation course requirements specified above, including the requirements imposed by Education Code 51225.3 and those adopted by the Board. However, a foster youth, homeless student, former juvenile court school student, child of a military family, or migrant student who transfers into the district or between district schools any time after completing the second year of high school, or a newly arrived immigrant student who is in the third or fourth year of high school and is participating in a newcomer program, shall be exempted from any graduation requirements adopted by the Board that are in addition to statewide course requirements. This exemption shall not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school. Within 30 days of the transfer or of the commencement of participation in a newcomer program, as applicable, the Superintendent or designee shall notify any eligible student of the availability of the exemption and whether the student qualifies for it. (Education Code 51225.1)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5145.6 - Parental Notifications)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

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

(cf. 6173.3 - Education for Juvenile Court School Students)

(cf. 6175 - Migrant Education Program)

Retroactive Diplomas

Any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 51413)

In addition, the district may retroactively grant high school diplomas to former students who: (Education Code 48204.4, 51430, 51440)

1. ~~Persons who d~~Departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they were in good academic standing at the time of the departure

Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined by the district that are consistent with the purposes of Education Code 48204.4.

In determining whether to award a diploma under these circumstances, the Superintendent or designee shall consider any coursework that may have been completed outside of the United States or through online or virtual courses.

2. ~~Former students who w~~Were interned by order of the federal government during World War II or who are honorably discharged veterans of World War II, the Korean War, or the Vietnam War, provided that they were enrolled in a district school immediately preceding the internment or military service and did not receive a diploma because their education was interrupted due to the internment or military service in those wars

Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by their next of kin.

3. ~~Are v~~Veterans who entered the military service of the United States while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a district school

Note: Education Code 51430, as amended by AB 1350 (Ch. 66, Statutes of 2020), authorizes districts to award a retroactive diploma under the circumstances described in item #4 below.

4. **Were in their senior year of high school during the 2019-20 school year, were in good academic standing and on track to graduate at the end of the 2019-20 school year as of March 1, 2020, and were unable to complete the statewide graduation requirements as a result of the COVID-19 crisis**

Honorary Diplomas

The Board may grant an honorary high school diploma to: (Education Code 51225.5)

1. An international exchange student who has not completed the course of study ordinarily

required for graduation and who is returning to the student's home country following the completion of one academic school year in the district

(cf. 6145.6 - International Exchange)

2. A student who is terminally ill

The honorary diploma shall be clearly distinguishable from the regular diploma of graduation awarded by the district. (Education Code 51225.5)

Legal Reference:

EDUCATION CODE

47612 Enrollment in charter school

48200 Compulsory attendance

48204.4 Parents/guardians departing California against their will

48412 Certificate of proficiency

48430 Continuation education schools and classes

48645.5 Acceptance of coursework

48980 Required notification at beginning of term

49701 Interstate Compact on Educational Opportunity for Military Children

51224 Skills and knowledge required for adult life

51224.5 Algebra instruction

51225.1 Exemption from district graduation requirements

51225.2 Student in foster care defined; acceptance of coursework, credits, retaking of course

51225.3 High school graduation

51225.35 Mathematics course requirements; computer science

51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation

51225.5 Honorary diplomas

51225.6 Compression-only cardiopulmonary resuscitation

51228 Graduation requirements

51230 Credit for community emergency response training

51240-51246 Exemptions from requirements

51250-51251 Assistance to military dependents

51410-51413 Diplomas

51420-51427 High school equivalency certificates

51430 Retroactive high school diplomas

51440 Retroactive high school diplomas

51450-51455 Golden State Seal Merit Diploma

51745 Independent study restrictions

56390-56392 Recognition for educational achievement, special education

66204 Certification of high school courses as meeting university admissions criteria

67386 Student safety; affirmative consent standard

CODE OF REGULATIONS, TITLE 5

1600-1651 Graduation of students from grade 12 and credit toward graduation
4600-4670 Uniform complaint procedures

COURT DECISIONS

O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452

Management Resources:

WEB SITES

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

California Department of Education, High School: <http://www.cde.ca.gov/ci/gs/hs>

University of California, List of Approved a-g Courses:

<http://www.universityofcalifornia.edu/admissions/freshman/requirements>

Policy RIVER DELTA UNIFIED SCHOOL DISTRICT

adopted: ~~October 8, 2019~~ Draft August 10, 2021 Rio Vista, California

Administrative Regulation

High School Graduation Requirements

AR 6146.1

Instruction

Notifications

Requirements for graduation and specified alternative means for completing the prescribed course of study shall be made available to students, parents/guardians, and the public. (Education Code 51225.3)

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6145.6 - International Exchange)

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

In the annual notification sent to parents/guardians pursuant to Education Code 48980, the Superintendent or designee shall include the following: (Education Code 48980)

1. Information about district high school graduation requirements and how each requirement satisfies or does not satisfy the subject matter requirements for admission to the California State University and the University of California

2. A complete list of career technical education courses offered by the district that satisfy the subject matter requirements for admission to the California State University and the University of California, and which of the specific college admission requirements these courses satisfy

(cf. 5145.6 - Parental Notifications)

(cf. 6143 - Courses of Study)

(cf. 6178 - Career Technical Education)

(cf. 6178.2 - Regional Occupational Center/Program)

Regulation RIVER DELTA UNIFIED SCHOOL DISTRICT
approved: ~~April 10, 2012~~ Draft August 10, 2021 Rio Vista, California

Exhibit

High School Graduation Requirements

E 6146.1

Instruction

BEGINNING WITH THE CLASS OF ~~2013~~2025

Subject Disciplines

English

40 Credits - and

Successful completion of the California High School Exit Exam

Math

30 Credits - to include:

10 credits of Algebra I -or-

10 Credits of Algebra IA -and-

10 Credits of Algebra IB

Successful completion of the California High School Exit Exam

Science

30 Credits -

10 Credits of Life Science

10 Credits of Physical Science

10 Credits of Life and/or Physical Science elective

Social Science

35 Credits -

10 Credits of World History

5 Credits of [Ethnic Studies](#) ~~World Geography~~

10 Credits of U.S. History

5 Credits of American Government

5 Credits of Economics

Visual and Performing Arts, Foreign Language, or American Sign Language

10 Credits -

2 Semesters of the same language or Visual and performing arts

Physical Education

20 Credits

[Technology Building Foundations for Success](#)

5 Credits

Electives
75 Credits

TOTAL CREDITS - 245

Exhibit RIVER DELTA UNIFIED SCHOOL DISTRICT
version: ~~January 15, 2013~~ Draft August 10, 2021 Rio Vista, California

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 10, 2021

Attachments: _____

From: Ken Gaston, Director of MOT

Item Number: 17

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

SUBJECT: Request the Board Approve HKIT Architects, for Master Planning and Design Services and Wilson Architects, Quattrocchi Kwok Architects (QKA), and tBP Architecture, Inc. for Design Services for Measure J and K Facilities Bond Projects.

BACKGROUND: A Request for Qualifications and Proposals was issued on April 6, 2021. We received twelve (12) proposals which were scored by the panel comprised of members of the Board of Trustees, Administrative staff, Community and RGM Kramer. Six (6) firms were shortlisted and interviewed. Based on the interviews, two (2) firms selected to interview a second time with the focus on master planning and community engagement. The interview panel is recommending HKIT Architects, Oakland, CA be selected as the masterplan and primary design architect for the Measure J and K Facilities Bond Measure. Staff further recommends Wilson Architects, QKA and tBP Architecture, Inc. as needed on specialized projects to be included in the architectural pool.

STATUS: Staff recommends the selection of the master planning and primary design architect and an architect pool to implement the design process for the Measure J and K Facilities Bond Programs.

Presenter: Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT: Ken Gaston, Director of Maintenance, Operations & Transportation and Ralph Caputo, RGM Kramer

COST AND FUNDING SOURCES: There is no cost associated with this action at this time. An Architectural Services Agreement will be brought back to the Board for approval upon negotiations.

RECOMMENDATION: That the Board approves the selection of HKIT Architects as the primary candidate for Master Planning and Design Services and Wilson Architects, Quattrocchi Kwok Architects (QKA), and tBP Architecture, Inc. for design services for Measure J and K Facilities Bond Projects

Time allocated: 5 minutes

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 10, 2021

Attachments: 1

From: Ken Gaston, Director of MOT

Item Number: 18

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

SUBJECT:

Request to Approve the Project Budge for Marquee Signs at D.H. White Elementary, Isleton Elementary, Riverview Middle and Walnut Grove Elementary Schools

BACKGROUND:

DH White, Isleton, Riverview, and Walnut Grove all requested new electronic marquee signs to be installed at school entrance as an excellent way to communicate with parents and the community of upcoming events scheduled at school. Staff has requested multiple quotes from vendors to procure the marquee signs. The Project Budget includes architect and construction management fees, sign procurement, installation of concrete pad, electrical, inspection and testing, as presented.

STATUS:

Staff recommends the approval of the Project Budget for Marquee Signs at DH White, Isleton, Riverview, and Walnut Grove.

PRESENTER:

Ken Gaston, Director of Maintenance, Operations & Transportation

OTHER PEOPLE WHO MIGHT BE PRESENT:

Ralph Caputo, RGM Kramer

COST AND FUNDING SOURCES:

\$167,770 from Measure J and \$51,213 from Measure K Bond Funds

RECOMMENDATION:

That the Board approve the Project Budge for Marquee Signs at D.H. White Elementary, Isleton Elementary, Riverview Middle and Walnut Grove Elementary Schools.

Time allocated: 3 minutes

**River Delta USD
Measure J & K Bond Program**

**Project Summary Budget - Marquee Signs
July 30, 2021**

Riverview Middle School

Description	Amount	Comments
Construction:	\$ 44,253	2 sided sign
Total Indirect Costs	\$ 9,500	
Contingencies	\$ 4,425	
Total Estimated Cost	\$ 58,178	

DH White School

Description	Amount	Comments
Construction:	\$ 44,253	2 sided sign
Total Indirect Costs	\$ 9,500	
Contingencies	\$ 4,425	
Total Estimated Cost	\$ 58,178	

Isleton School

Description	Amount	Comments
Construction:	\$ 37,921	1 sided sign
Total Indirect Costs	\$ 9,700	
Contingencies	\$ 3,792	
Total Estimated Cost	\$ 51,413	

Walnut Grove School

Description	Amount	Comments
Construction:	\$ 37,921	1 sided sign
Total Indirect Costs	\$ 9,500	
Contingencies	\$ 3,792	
Total Estimated Cost	\$ 51,213	

Total SFID 2 for Measure J \$ 167,770

Total SFID 1 for Measure K \$ 51,213

