

RIVER DELTA UNIFIED SCHOOL DISTRICT

Notice of a Regular Meeting of the Board of Trustees

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

Important Notice

May 11, 2021 – General Open Session 6:30 pm

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

River Delta USD Board Meeting Logistics Meeting will be held remotely.

The RDUSD uses a Zoom Webinar application for its meetings. To join the meeting, Zoom, not River Delta USD, requires attendees to register with a name and email address. The email address does not need to be authenticated and the name does not need to be the attendee's legal name. Initials, "Supportive Staff", "Caring Citizen", etc. are all acceptable entries. The same requirements are used to address the Board. See the Public Comment section to address the Board or comment on the Agenda or non-agendized items. All comments must be submitted prior to the start of the General Open Session. Please note that any Public Comments received after 6:30 pm will not be read. If your comment exceeds the time limit, it may be summarized.

<https://rdusd-org.zoom.us/j/96489304498?pwd=SXZ6TTk4OSsxL0JIR1UwRmpUbUJRUT09>

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

REGULAR MEETING AGENDA

1. Call the Open Session to Order (@ 5:30 p.m.)
2. Roll Call
3. Review Closed Session Agenda (see attached agenda)
 - 3.1 Announce Closed Session Agenda
 - 3.2 Public Comment on Closed Session Agenda Items Only
4. Approve Closed Session Agenda and Adjourn to the **Closed Session** (@5:35 p.m.)

Motioned: _____ Second: _____

Roll Call Vote:

Member Riley __; Member Casillas __; Member Lamera __; Member Apel __; Member Jelly __; Member Mahoney __; Member Stone __ Time: __

5. Reconvene to Open Session (@ approx. 6:30 p.m.) Time: _____

- 5.1 Retake Roll Call

Member Riley __; Member Casillas __; Member Lamera __; Member Apel __; Member Jelly __; Member Mahoney __; 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: _____

Roll Call Vote:

Member Riley __; Member Casillas __; Member Lamera __; Member Apel __; Member Jelly __; Member Mahoney __; Member Stone __

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

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

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

- 1) Using the link “Public Comment Card”, complete the Google form and submit. The form must be submitted prior to the General Open Session. Once filled out and submitted, your comments will be read during agenda item 8: Public Comment or during the corresponding item number.
- 2) 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 Committee reports
 - 9.1.2.1 Facilities Planning Steering Committee – Jennifer Stone, Board President
 - 9.1.2.2 School Closure Discussion
 - 9.1.3 Superintendent Wright’s report(s)
- 9.2 Business Services’ Reports and/or Presentations on: Routine Restricted Maintenance; Deferred Maintenance; Maintenance and Operations; Transportation Department; Food Services Department; District Technology; and District Budget – Sharon Silva, Chief Business Officer; Ken Gaston, Director of MOT
 - 9.2.1 Monthly Financial Report – Vina Guzman, Interim Chief Business Officer
 - 9.2.2 Presentation Regarding GO Bond Sale for SFID #1 and SFID #2 – Matt Kolker, Governmental Financial Strategies
 - 9.2.3 Maintenance, Operations & Transportation Update, Ken Gaston, Director of MOT
- 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
 - 9.3.2 Academic Resource Center (ARC), Nicole Latimer, Chief Educational Services Officer
 - 9.3.3 Special Education Update – Tom Anderson, Director of Special Education
- 9.4 River Delta Unified Teachers Association (RDUTA) Update – Marsha Montgomery, RDUTA President
- 9.5 California State Employees Association (CSEA) Chapter #319 Update – Melinda Barkman, CSEA President
- 9.6 Public Hearing regarding the dedication and naming of the Fitness and Wellness Center at Rio Vista High School – Fitness and Wellness Center – In Memory of Elizabeth McCormack – Victoria Turk, Rio Vista High School Principal

Open Hearing: _____ **Public Comment:** _____ **Close Hearing:** _____

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 – April 13, 2021
- 10.2 Receive and Approve Monthly Personnel Report - As of May 11, 2021
- 10.3 District's Monthly Expenditure Report
April 2021
- 10.4 Request to Approve a Bond Oversight Committee Applicants for Measure J and Measure K
Relating to Oversight of Expenditures of Bond Proceeds – Katherine Wright, Superintendent
- 10.5 Request to Approve the Revision to the 2021-2022 Districtwide School Calendar –
Katherine Wright, Superintendent
- 10.6 Request to Declare the Non-Operational River Delta Unified School District Buses as
surplus – Ken Gaston, Director of Maintenance, Operations and Transportation
- 10.7 Request to Approve the Independent Contract for Services Agreement with
Rick Bledsoe, ATP for the 2020-2021 School Year at a cost not to exceed \$5,000, Special
Education Funds – Tom Anderson, Director of Special Education
- 10.8 Request to Approve the Independent Contract for Services Agreement with
Deborah McCloskey, MACCC-SP for the 2020-2021 School Year at a cost not to
exceed \$2,750, Special Education Funds – Tom Anderson, Director of Special Education
- 10.9 Request to Approve the Service Agreement with Care Solace for the 2020-2021 and
2021-2022 School Year at a cost not to exceed \$6,660.50 – Tom Anderson, Director
of Special Education
- 10.10 Donations to Receive and Acknowledge:
 - Rio Vista High School – Incentive Fund**
Verla Chaddick
Cathy Jo Dueseemberly
Michael Oyoung
 - Rio Vista High School – Joseph Turk Memorial Scholarship Fund**
Rosie Turk
 - River Delta Unified School District**
Bart and Lori Lapkin – One case of non-medical masks

Motioned: _____ Second: _____

Roll Call Vote:

Member Riley ___; Member Casillas ___; Member Lamera ___; Member Apel ___; Member Jelly ___; Member Mahoney ___; Member Stone ___

Action Items -- Individual speakers shall be allowed two minutes to address the Board on any agenda item. The Board may limit the total time for public input on each agenda item to 20 minutes. With Board consent, the Board President may increase or decrease the time allowed for public comment, depending on the topic and the number of persons wishing to be heard and the overall length of the agenda. The Board President may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. (BB 9323) Anyone may appear at the Board meeting to testify in support of, or in opposition to, any item on this agenda being presented to the Board for consideration. Procedures for Public comment will follow the same process as in number 8.

- 11. Request to Approve 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 March 2021 – Katherine Wright, Superintendent

Motioned: _____ Second: _____

Roll Call Vote:

Member Riley ___; Member Casillas ___; Member Lamera ___; Member Apel ___; Member Jelly ___; Member Mahoney ___; Member Stone ___

- 12. Request to Approve Resolution #811 Authorizing FY 2020-2021 Expenditures from Educational Protection Act Funds (Prop. 30) – Vina Guzman, Interim Chief Business Officer

Motioned: _____ Second: _____

Roll Call Vote:

Member Riley ___; Member Casillas ___; Member Lamera ___; Member Apel ___; Member Jelly ___; Member Mahoney ___; Member Stone ___

- 13. Request to Approve Resolution #812 Related to the Reduction or Elimination of Particular Kinds of Certificated Services – Katherine Wright, Superintendent

Motioned: _____ Second: _____

Roll Call Vote:

Member Riley ___; Member Casillas ___; Member Lamera ___; Member Apel ___; Member Jelly ___; Member Mahoney ___; Member Stone ___

14. Request to Approve Resolution #813 Authorization to Adopt California Uniform Public Construction Cost Accounting Act (CUPCCAA) Procedures and Related Items – Katherine Wright, Superintendent

Motioned: _____ Second: _____

Roll Call Vote:

Member Riley __; Member Casillas __; Member Lamera __; Member Apel __; Member Jelly __; Member Mahoney __; Member Stone __

15. Request to Approve Budget Reductions and Reallocations for FY 2021-2022 – Katherine Wright, Superintendent and Vina Guzman, Interim Chief Business Officer

Motioned: _____ Second: _____

Roll Call Vote:

Member Riley __; Member Casillas __; Member Lamera __; Member Apel __; Member Jelly __; Member Mahoney __; Member Stone __

16. Request to Approve the Repayment Schedule for the City of Isleton – Vina Guzman, Interim Chief Business Officer

Motioned: _____ Second: _____

Roll Call Vote:

Member Riley __; Member Casillas __; Member Lamera __; Member Apel __; Member Jelly __; Member Mahoney __; Member Stone __

17. Request to Approve the Purchase of a Wheelchair Accessible Van to Transport Special Education Students – Ken Gaston, Director of Maintenance, Operations and Transportation

Motioned: _____ Second: _____

Roll Call Vote:

Member Riley __; Member Casillas __; Member Lamera __; Member Apel __; Member Jelly __; Member Mahoney __; Member Stone __

18. Request to Approve Resolution #814 Beginning May 12, 2021 Identifying District Representatives Authorized to Execute Documents Related to Construction to Katherine Wright, Superintendent, and Ken Gaston, Director of Maintenance, Operation and Transportation – Katherine Wright, Superintendent

Motioned: _____ Second: _____

Roll Call Vote:

Member Riley __; Member Casillas __; Member Lamera __; Member Apel __; Member Jelly __; Member Mahoney __; Member Stone __

19. Request to Purchase Five Electric Busses from Lion Electric Using VW Mitigation Settlement Program Grant Funds, DERA Grant Funds and SMAQMD Grant Funds – Ken Gaston, Director of Maintenance, Operations and Transportation

Motioned: _____ Second: _____

Roll Call Vote:

Member Riley __; Member Casillas __; Member Lamera __; Member Apel __; Member Jelly __; Member Mahoney __; Member Stone __

20. Request to Approve the Job Description Social, Emotional, and Academic Development (SEAD) Coordinator - Tom Anderson, Director of Special Education and Nicole Latimer, Chief Educational Services Officer

Motioned: _____ Second: _____

Roll Call Vote:

Member Riley __; Member Casillas __; Member Lamera __; Member Apel __; Member Jelly __; Member Mahoney __; Member Stone __

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

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

23. Adjournment

Motioned: _____ Second: _____

Roll Call Vote:

Member Riley __; Member Casillas __; Member Lamera __; Member Apel __; Member Jelly __; Member Mahoney __; Member Stone __ Time: __

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

AFFIDAVIT OF NOTICING AND POSTING:

I, Jennifer Gaston, Executive Assistant to the Board of Trustees, declare that a copy of this Regular Meeting Agenda/Notice was posted in the bulletin board in front of the District Office, District administrative offices and that the Board of Trustees Members, school sites, and the community libraries were provided notice or caused to be provided notice via fax, e-mail and/or hand delivery on Friday, May 7, 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

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:

May 11, 2021

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 May 11, 2021, via teleconference (which is prior to the full General Open Session). Any formal action taken by the Board will be reported in the Open Session of this regular meeting of the Board of Trustees [Government Code Section 54957.1]. As needed, this Closed Session may be reconvened following the full Open Session. Any formal action taken by the Board will be reported in Open Session prior to adjournment.

4. CLOSED SESSION

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

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

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

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

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

Following Conference with Legal Counsel (Girard, Edwards, Stevens & Tucker LLP)
Public Employee(s) Evaluation:

4.3.1 Certificated

4.3.2 Classified

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

4.3.4 Complaint, Discipline, Dismissal, Non-Reelects, & Releases

4.3.5 Employee/Employer Negotiations [Government Code Section 3549.1 and 54957.6]

Following negotiation meetings any/all units.

4.3.5.1 RDUTA

4.3.5.2 CSEA

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

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

jg

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: May 11, 2021

Attachments: X

From: Vina Guzman, Interim 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:

Vina Guzman, Interim 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
 2020-21 Working Budget vs. Actuals Report
 April 30, 2021

Working Budget						Actuals thru: 4/30/2021					
	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)											
Unrestricted	5,686,849	16,613,008	17,284,832	5,015,025	17,103,064	1,718,568	15,384,496	92.61%	12,783,529	73.96%	
Restricted	917,998	10,075,695	10,860,698	132,995	3,107,020		3,333,110	33.08%	8,110,824	74.68%	
Combined	6,604,847	26,688,703	28,145,530	5,148,020	20,210,084	1,718,568	18,717,606	70.13%	20,894,353	74.24%	
Other Funds											
Adult Ed. (11)	44,746	106,590	133,713	17,623	89,772		89,772	84.22%	43,682	32.67%	
Child Development (12)	-	292,134	291,204	930	180,896		180,896	61.92%	183,115	62.88%	
Cafeteria (13)	37,790	1,005,750	1,014,595	28,945	577,373		577,373	57.41%	610,240	60.15%	
Sp. Res-Other than Cap. Outlay (17)	40,292	700	-	40,992	164		164	23.43%	-	0.00%	
Bond Fund (21)	52,581	36,356	-	88,937	30,059		30,059	82.68%	350	0.00%	
Bond Fund- SFID #1 South (22)	-	3	-	3	3		3	0.00%	-	0.00%	
Bond Fund - SFID #2 North (23)	-	6	-	6	6		6	0.00%	-	0.00%	
Developer Fees (25)	927,402	298,371	339,255	886,518	103,952		103,952	34.84%	335,038	98.76%	
County School Facilities (35)	3,366	30	-	3,396	13		13	43.33%	-	0.00%	
Capital Projects (49)	115,612	120,138	6,100	229,650	91,186		91,186	75.90%	6,154	100.89%	

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 11, 2021

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 9.2.2

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

SUBJECT:

Presentation Regarding General Obligation (GO) Bond Sale for SFID #1 and SFID #2

BACKGROUND:

A General Obligation School Bond Election was held and passed within that portion of the boundaries of the River Delta Unified School District: Measure J, identified as School Facilities Improvement District No. 1 ("SFID #1") and Measure K, identified as School Facilities Improvement District No. 2 ("SFID #2").

STATUS:

A presentation regarding the results of the General Obligation Bond Series 2021 Bond Sale based on the Board approved timeline.

PRESENTER:

Matt Kolker, Government Financial Strategies

OTHER PEOPLE WHO MIGHT BE PRESENT:

Jennifer Gaston, Recorder

COST AND FUNDING SOURCES:

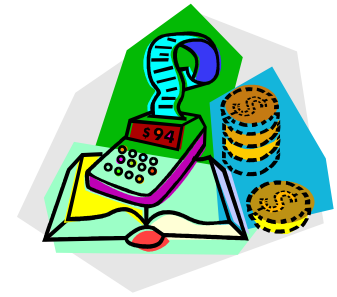
RECOMMENDATION:

That the Board receives this information as presented

Time allocated: 5-10 minutes

River Delta Unified School District

Implementing Measures J & K: Series 2021 Bond Sale Results



Presented by Matt Kolker
May 11, 2021

Agenda

- ◆ Competitive Bidding for the District's Bonds
- ◆ Results for the District and the District's Taxpayers
- ◆ For Reference
 - ▶ Detailed Costs of Issuance
 - ▶ February 16, 2021 Board Presentation



Several GFOA Best Practices Referenced

- ◆ The District has been an avid user of Government Finance Officers Association (GFOA) best practices; several of them were utilized in this year's issuance of bonds, including:



- ▶ Use of Independent Financial Advisor
- ▶ Competitive Process to Select Underwriter
- ▶ Managed the Cost of Debt Issuance
- ▶ Call Features Incorporated into the New Issuance
- ▶ Use of a Debt Management Policy



Credit Rating Process

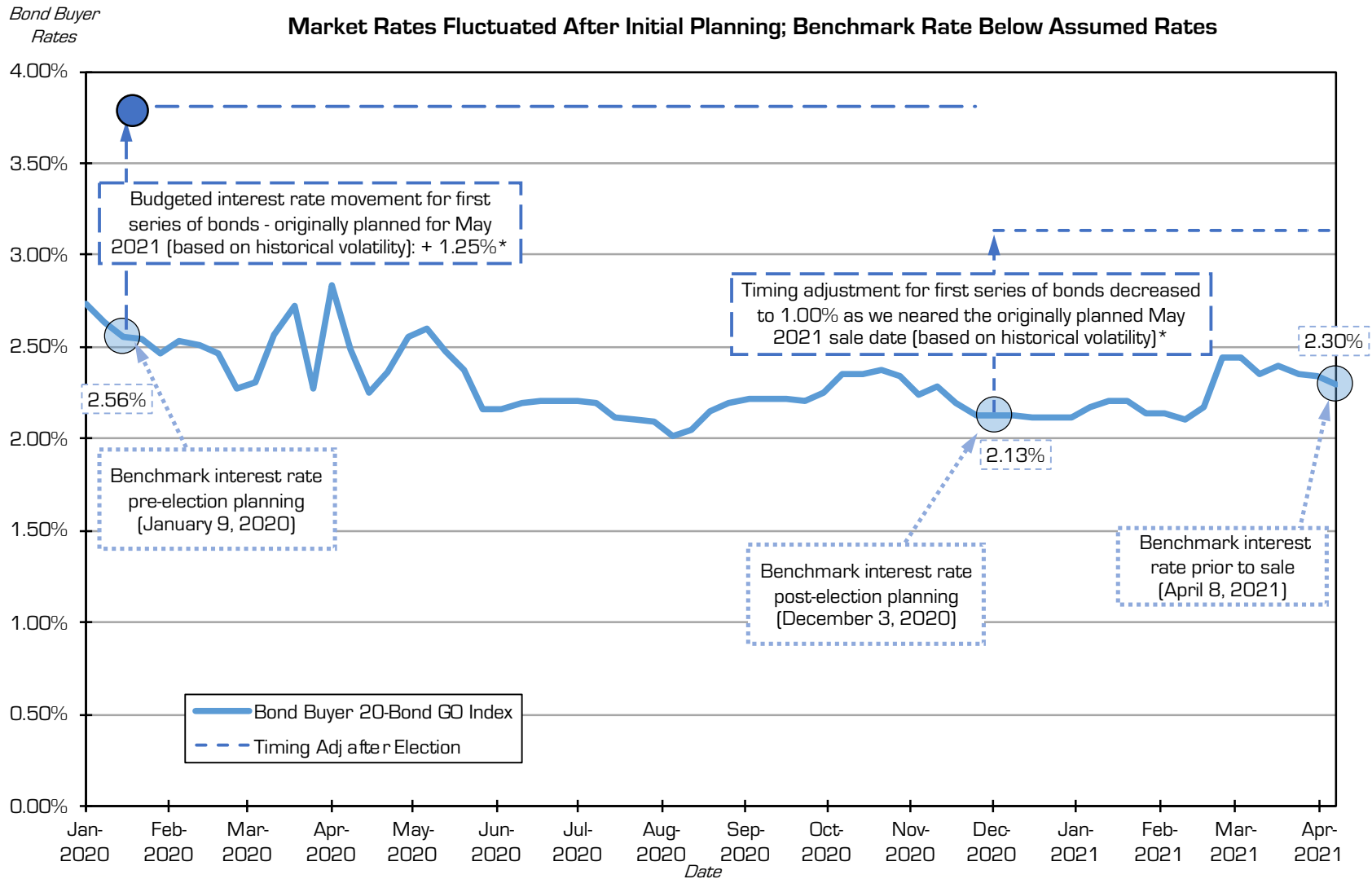
- ◆ In preparation for the sale of bonds, the bonds were evaluated for a credit rating by one of the main credit rating agencies*:

S&P Global Ratings

- ◆ S&P maintained rating of "A+" for both SFID #1 and SFID #2 GO Bonds.
- ◆ The following reasons were cited:
 - ▶ Good income and extremely strong property wealth indicators
 - ▶ Trend of very strong available general fund reserves,
 - ▶ Moderately concentrated tax base stemming from SFID No. 1
 - ▶ Recent decline in enrollment

S&P's Bond Rating Scale		
AAA	●	Prime
AA+	●	
AA	●	High grade
AA-	●	
A+	●	Upper medium grade
A	●	
A-	●	
BBB+	●	Lower medium grade
BBB	●	
BBB-	●	
BB+	●	Speculative
BB	●	
BB-	●	Very speculative
B+	●	
B	●	
B-	●	Extremely speculative
CCC+	●	
CCC	●	
CCC-	●	Default imminent
CC	●	
C	●	In default
D	●	

Interest Rates are Volatile



*Notes: budgeted interest rate movement in the Bond Buyer based on historical Bond Buyer volatility and then applied to the Municipal Market Data (MMD) interest rate scale. The Bond Buyer 20-Bond Index consists of 20 general obligation bonds that mature in 20 years and is compiled every Thursday. The average rating of the 20 bonds is roughly equivalent to Moody's Investors Service's Aa2 rating and Standard & Poor's Rating Service AA.

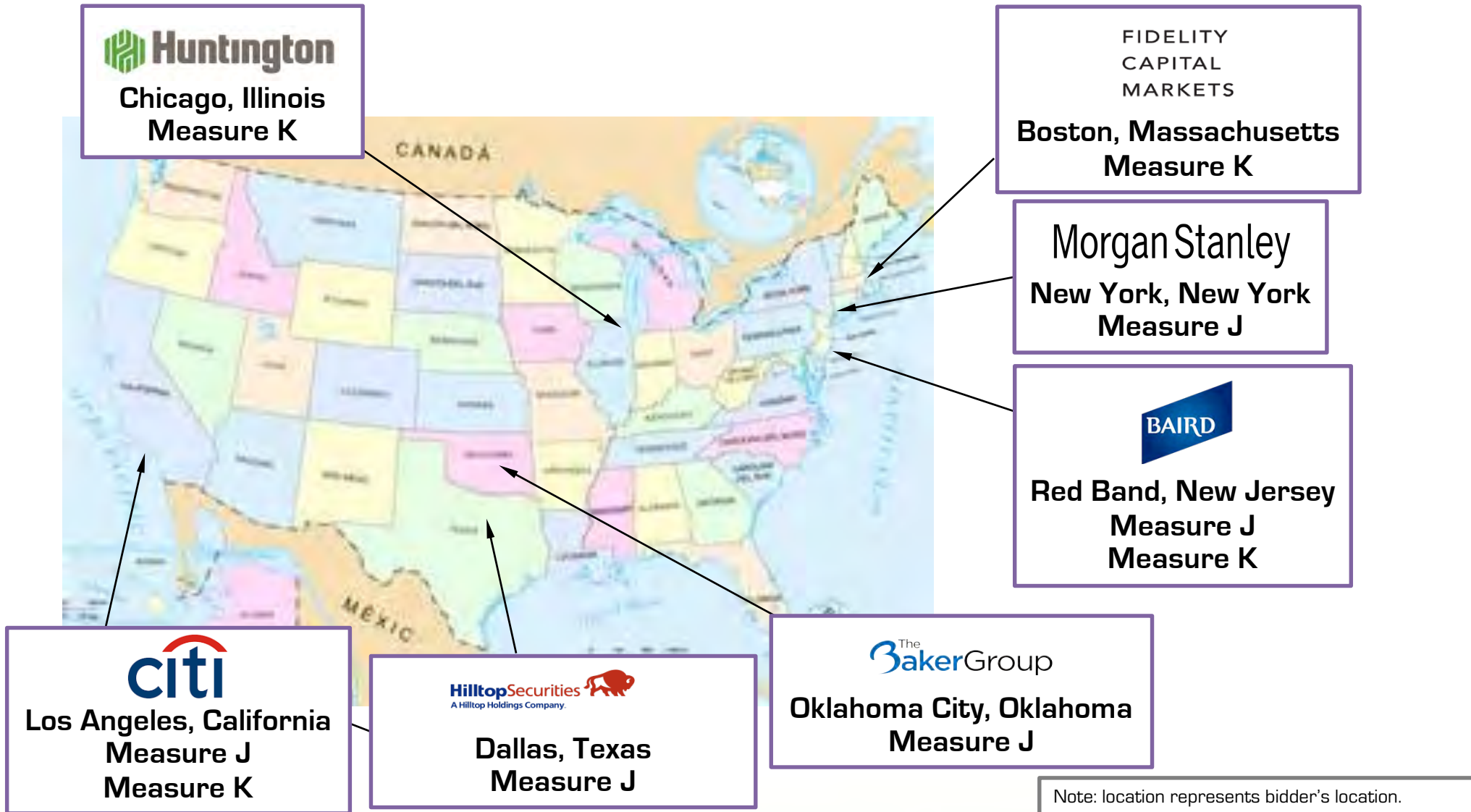
Competitive Bid Process

- ◆ Bids for Measure J (SFID #1) 2021 bonds accepted until Tuesday, April 13 at 8:35 am
 - ▶ Par amount: \$15,300,000
- ◆ Bids for Measure K (SFID #2) 2021 bonds accepted until Tuesday, April 13 at 8:35 am
 - ▶ Par amount: \$4,900,000
- ◆ Internet notification and bidding:
 - ▶ How do potential bidders know we're offering bonds?
 - AVIA - printer.
 - PARITY - bidding platform.
 - *The Bond Buyer* - industry newspaper.
 - ▶ No limitations on who can bid.
 - ▶ Bidding allowed within flexible parameters.
- ✓ *More competition → better results for the District*

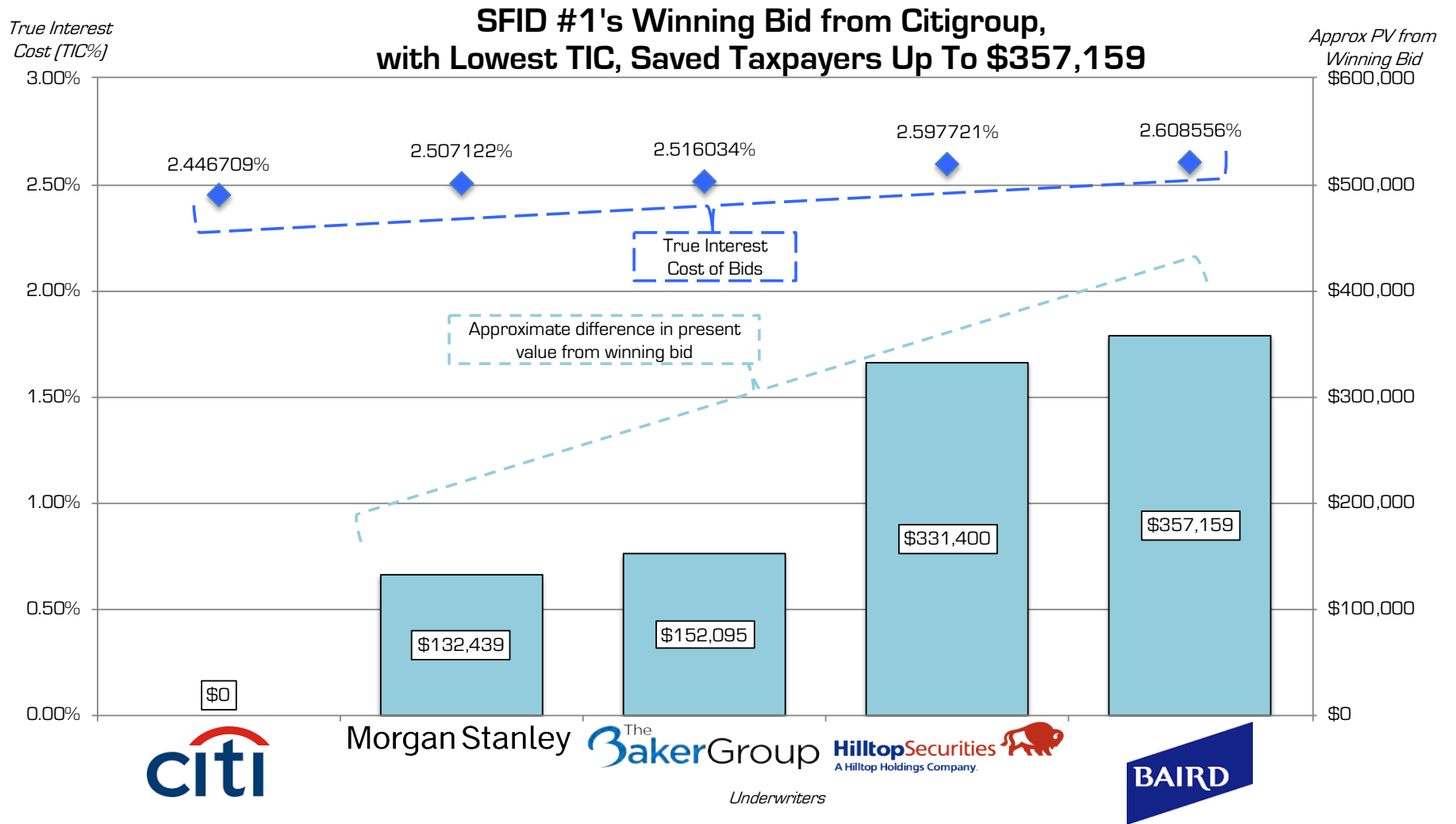


7 Underwriters Bid from Across the U.S.

(5 bid on Measure J; 4 bid on Measure K)



Measure J (SFID #1) - Bid Results



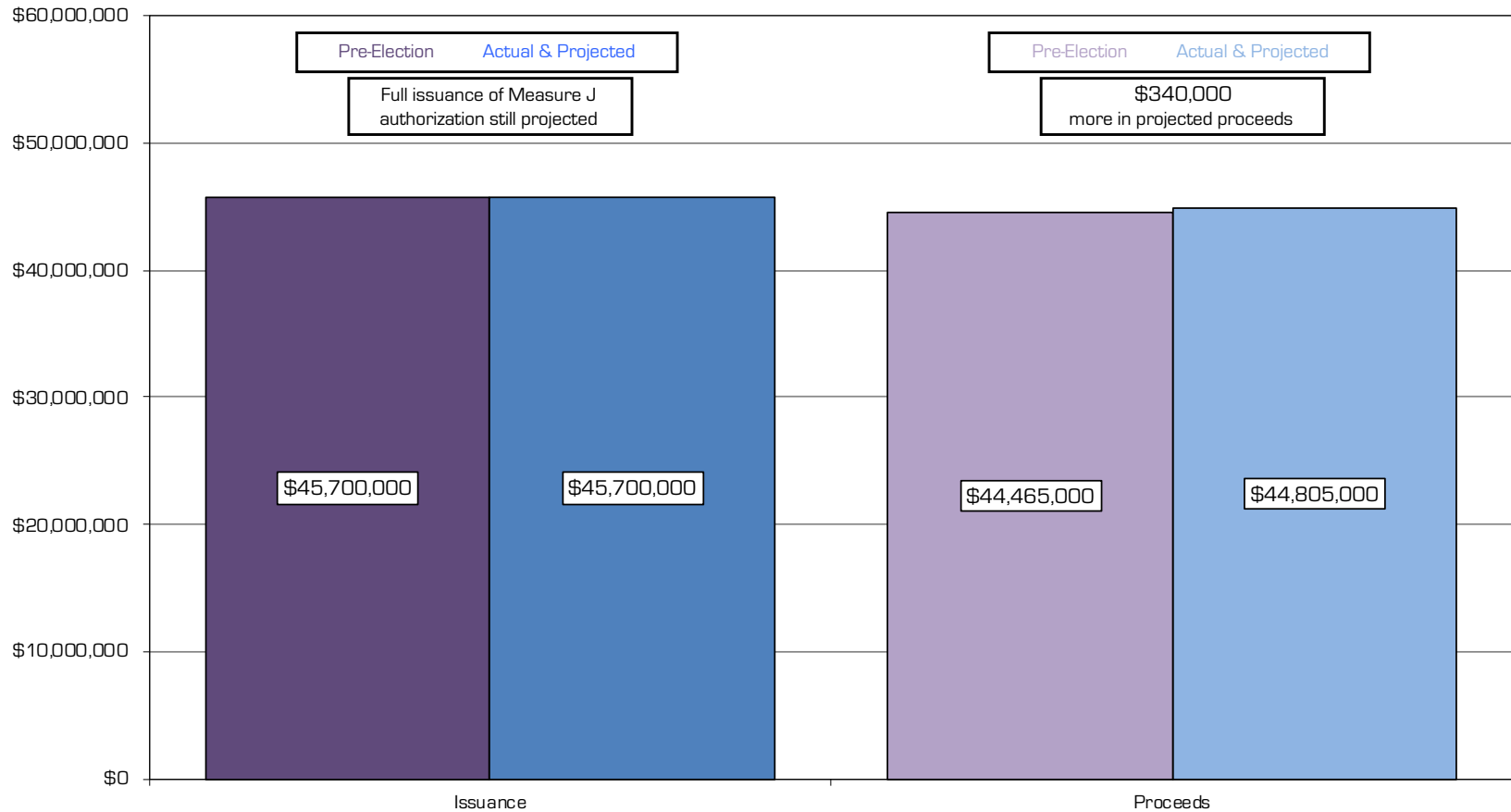
Notes: data from bids received. Subsequent to the bidding, the winning bid was restructured, changing the True Interest Cost (TIC) to 2.449957%.

Measure J (SFID #1)

More Funds For Facilities

Issuances/Proceeds/
& Debt Service

For SFID #1, Series 2021 Netted \$305,000 More Proceeds Than Originally Projected with Same Issuance Schedule, We are Now Projecting Approximately \$340,000 in Additional Projected Proceeds in Total

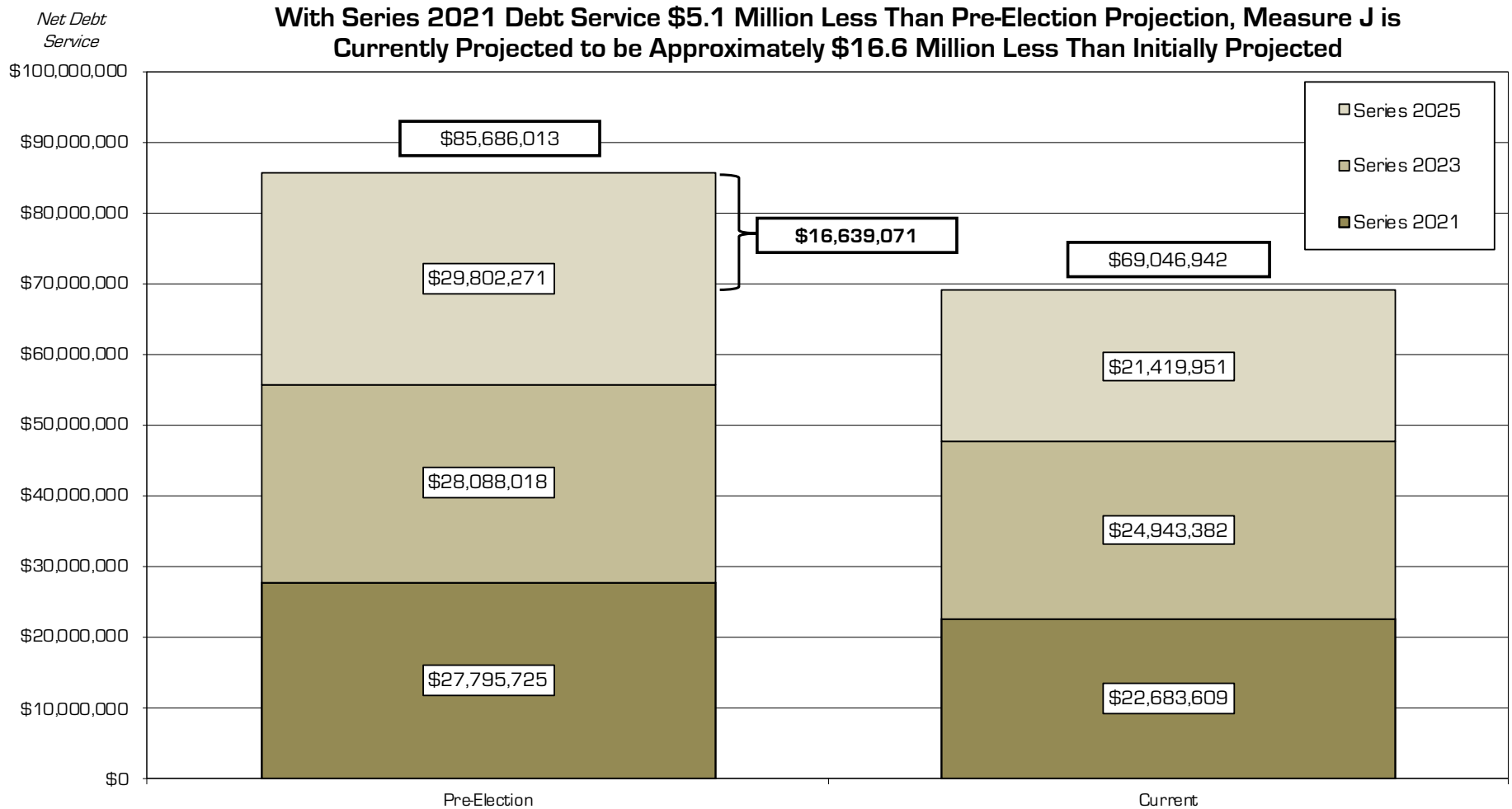


Pre-election information from bond plan that was genesis of bond measure. 2020-21 AV is actual with 3% assumed annual growth in net local secured, a 5% annual decline in local unsecured AV, while all other AV types are assumed to remain unchanged. Series 2021 net debt service is actual, while Series 2023 & 2025 are projected based on MMD "AAA" rates as of April 9, 2021, adjusted +75bp for assumed "A+" rating, plus timing adjustments for potential rate increasing prior to bond issuance of +150bp (2023), & +175bp (2025). Net proceeds assumes \$135,000 issuance costs, underwriter's discount of 1.25% of issuance amount and bond insurance of 0.3% of debt service. Values rounded.

✓ **\$15,195,000 from Series 2021 deposited April 29!**

Measure J (SFID #1)

At a Projected Lower Cost

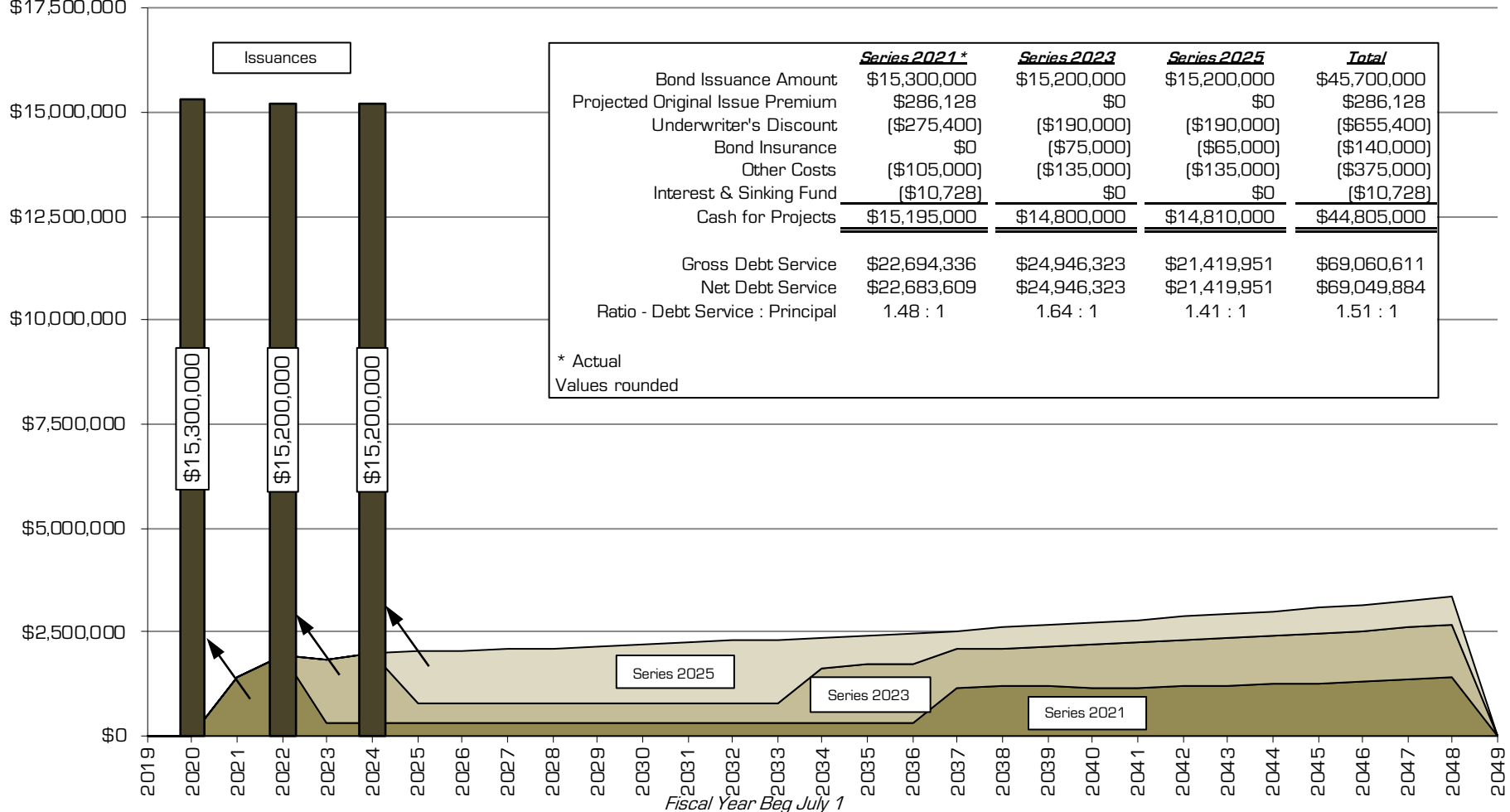


Pre-election information from bond plan that was genesis of bond measure. 2020-21 AV is actual with 3% assumed annual growth in net local secured, a 5% annual decline in local unsecured AV, while all other AV types are assumed to remain unchanged. Series 2021 net debt service is actual, while Series 2023 & 2025 are projected based on MMD "AAA" rates as of April 9, 2021, adjusted +75bp for assumed "A+" rating, plus timing adjustments for potential rate increasing prior to bond issuance of +150bp (2023), & +175bp (2025). Values rounded.

Measure J (SFID #1) On Track

Issuance/Net
Debt Service
\$17,500,000

Still on Course to Issue Full \$45.7 Million Measure J Authorization for SFID #1



2020-21 AV is actual with 3% assumed annual growth in net local secured, a 5% annual decline in local unsecured AV, while all other AV types are assumed to remain unchanged. Series 2021 net debt service is actual, while Series 2023 & 2025 are projected based on MMD "AAA" rates as of April 9, 2021, adjusted +75bp for assumed "A+" rating, plus timing adjustments for potential rate increasing prior to bond issuance of +150bp (2023), & +175bp (2025). Fiscal year debt service is shown, with reserve equal to the first 6 months of debt service for the following fiscal year, less prior year's reserve collection and funds deposited to Debt Service Fund. Values rounded.

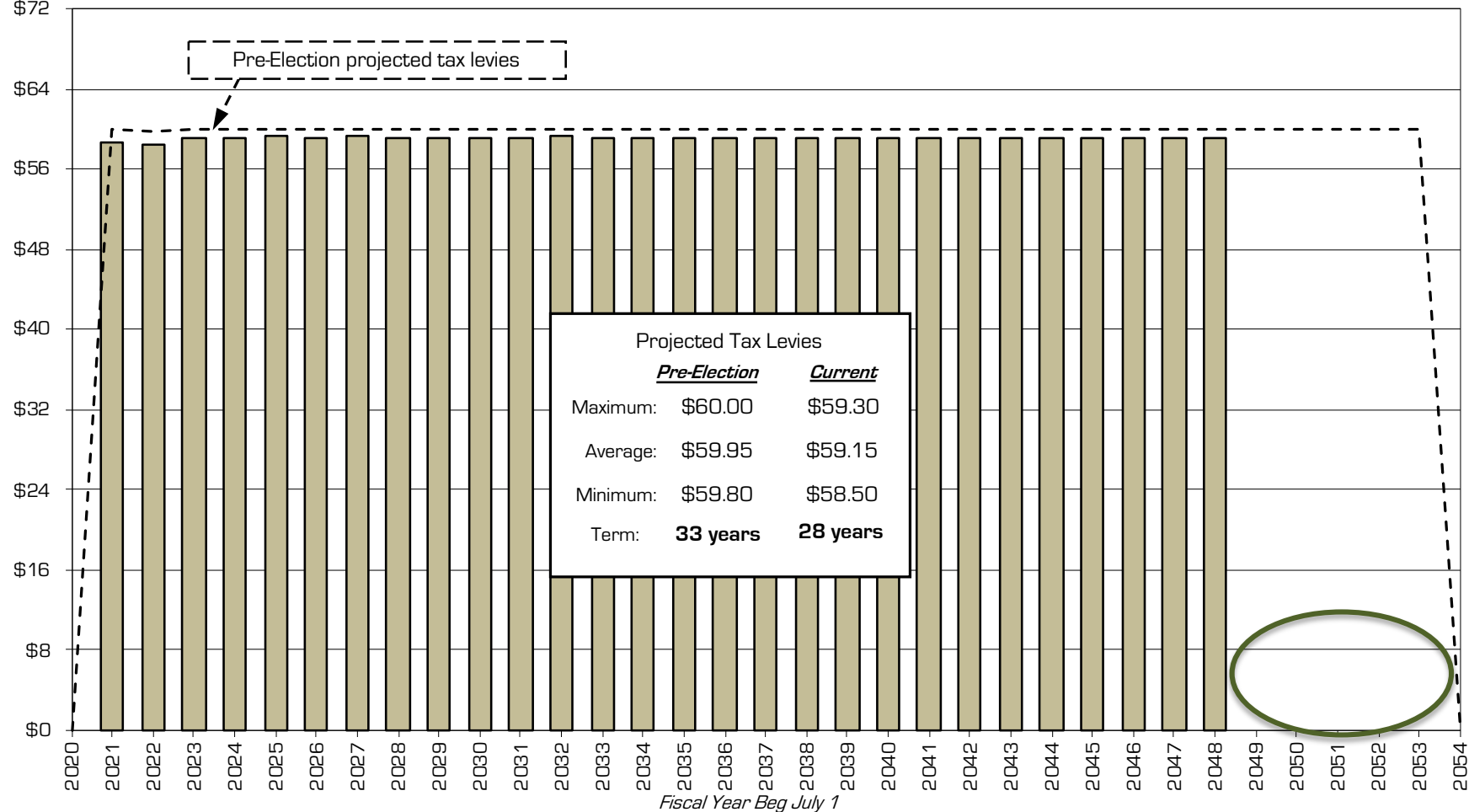
Measure J (SFID #1)

Projected Tax Levies ≤ Pre-Election Est.

(and end 5 years earlier)

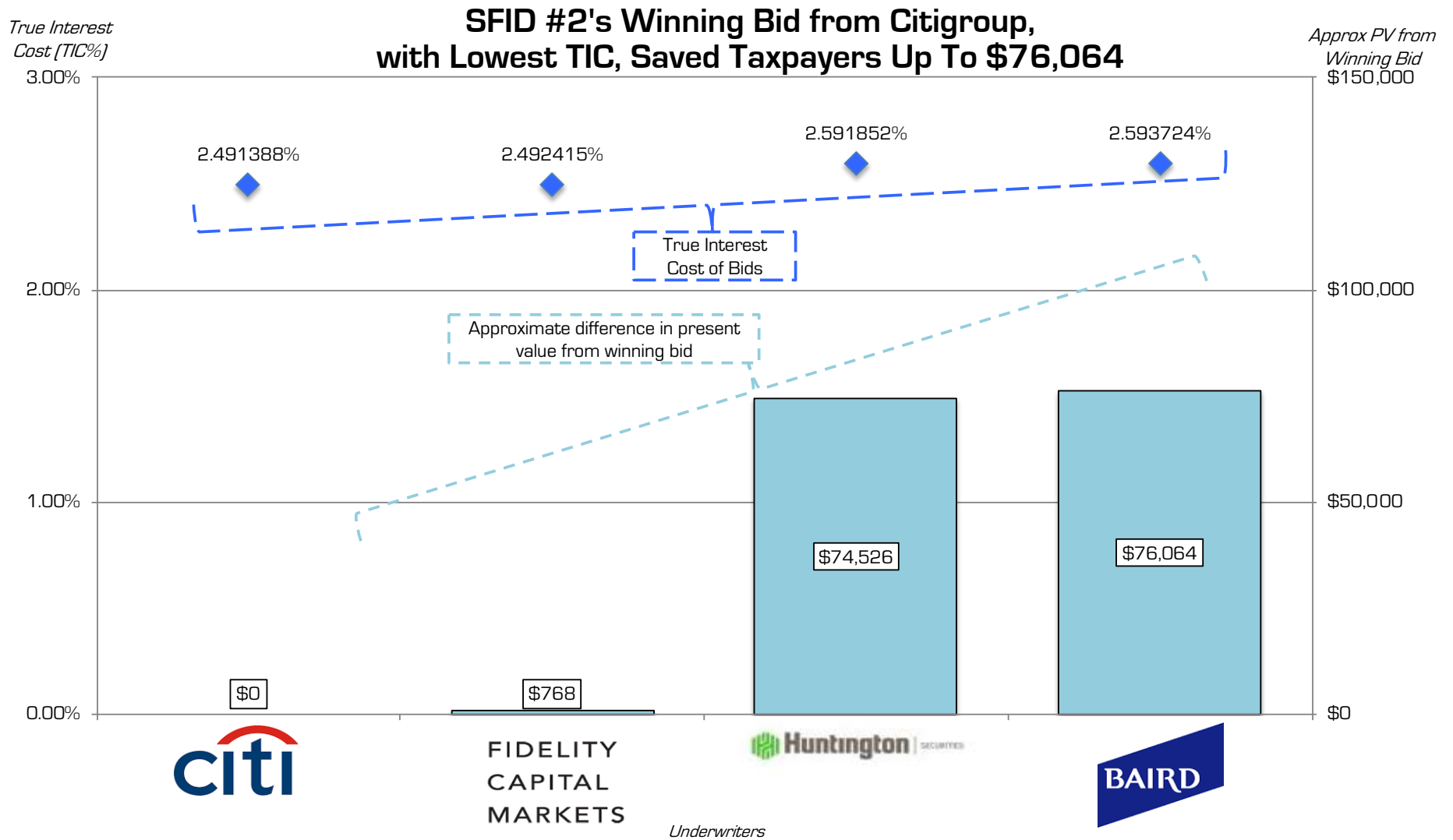
Tax Levy per
\$100,000 of AV
\$72

Based on Current Market Conditions, SFID #1's Measure J Tax Levies are Projected to be Lower and be in Place for Five Years Less Than Conveyed to Voters



Pre-election information from bond plan that was genesis of bond measure. 2020-21 AV is actual with 3% assumed annual growth in net local secured, a 5% annual decline in local unsecured AV, while all other AV types are assumed to remain unchanged. Series 2021 net debt service is actual, while Series 2023 & 2025 are projected based on MMD "AAA" rates as of April 9, 2021, adjusted +75bp for assumed "A+" rating, plus timing adjustments for potential rate increasing prior to bond issuance of +150bp (2023), & +175bp (2025). Fiscal year debt service is shown, with reserve equal to the first 6 months of debt service for the following fiscal year, less prior year's reserve collection and funds deposited to Debt Service Fund. Values rounded.

Measure K (SFID #2) - Bid Results



Notes: data from bids received. Subsequent to the bidding, the winning bid was restructured, changing the True Interest Cost (TIC) to 2.495773%.

Measure K (SFID #2)

More Funds For Facilities

Issuances/Proceeds/
& Debt Service

For SFID #2, Series 2021 Netted \$125,000 More Proceeds Than Originally Projected with Same Issuance Schedule, We are Now Projecting Approximately \$140,000 in Additional Projected Proceeds in Total



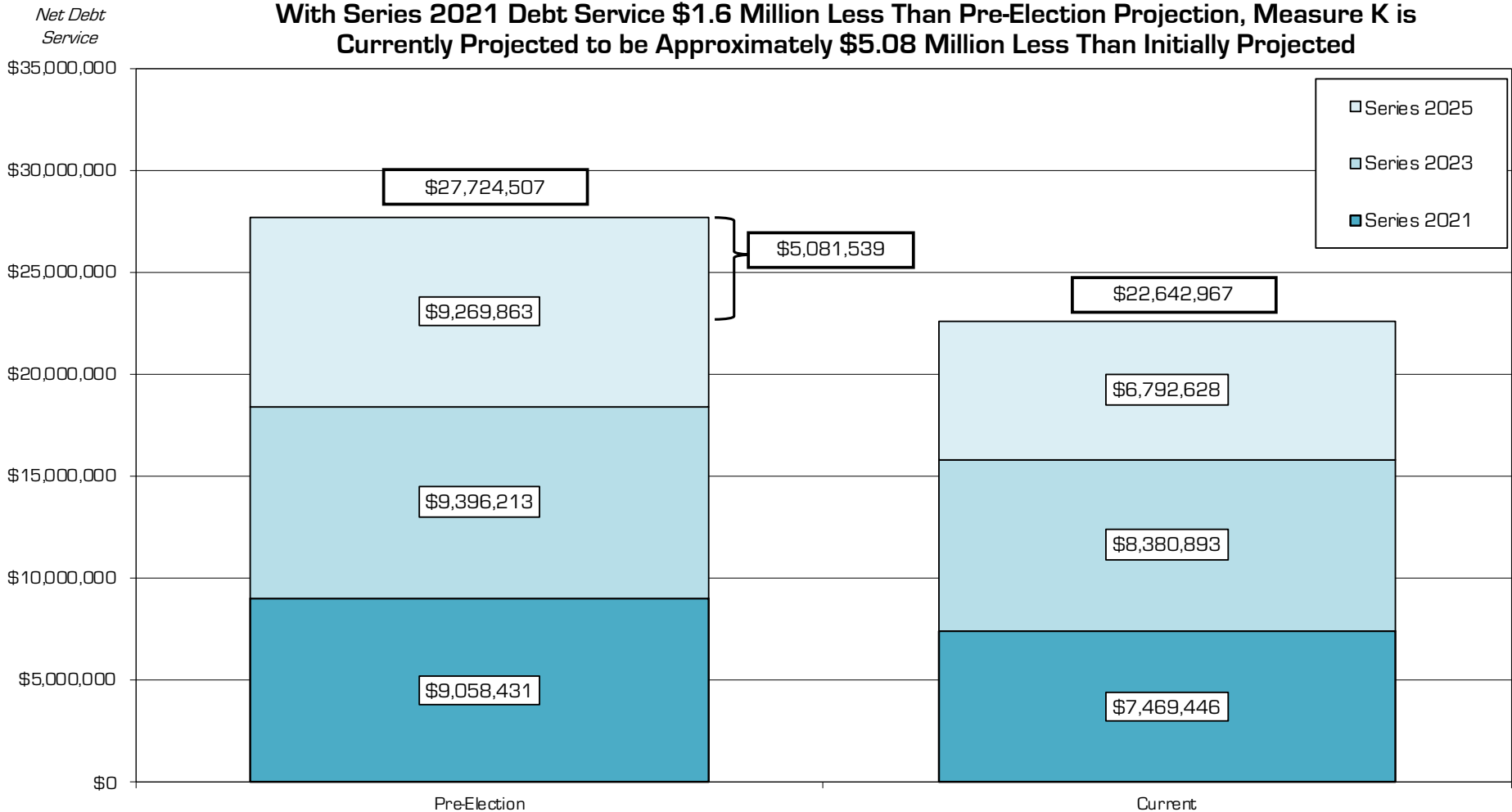
Pre-election information from bond plan that was genesis of bond measure. 2020-21 AV is actual with 3% assumed annual growth in net local secured, a 5% annual decline in local unsecured AV, while all other AV types are assumed to remain unchanged. Series 2021 net debt service is actual, while Series 2023 & 2025 are projected based on MMD "AAA" rates as of April 9, 2021, adjusted +75bp for assumed "A+" rating, plus timing adjustments for potential rate increasing prior to bond issuance of +150bp (2023), & +175bp (2025). Net proceeds assumes \$125,000 issuance costs, underwriter's discount of 1.25% of issuance amount and bond insurance of 0.5% of debt service. Values rounded.

✓ **\$4,795,000 from Series 2021 deposited April 29!**

Measure K (SFID #2)

At a Projected Lower Cost

With Series 2021 Debt Service \$1.6 Million Less Than Pre-Election Projection, Measure K is Currently Projected to be Approximately \$5.08 Million Less Than Initially Projected

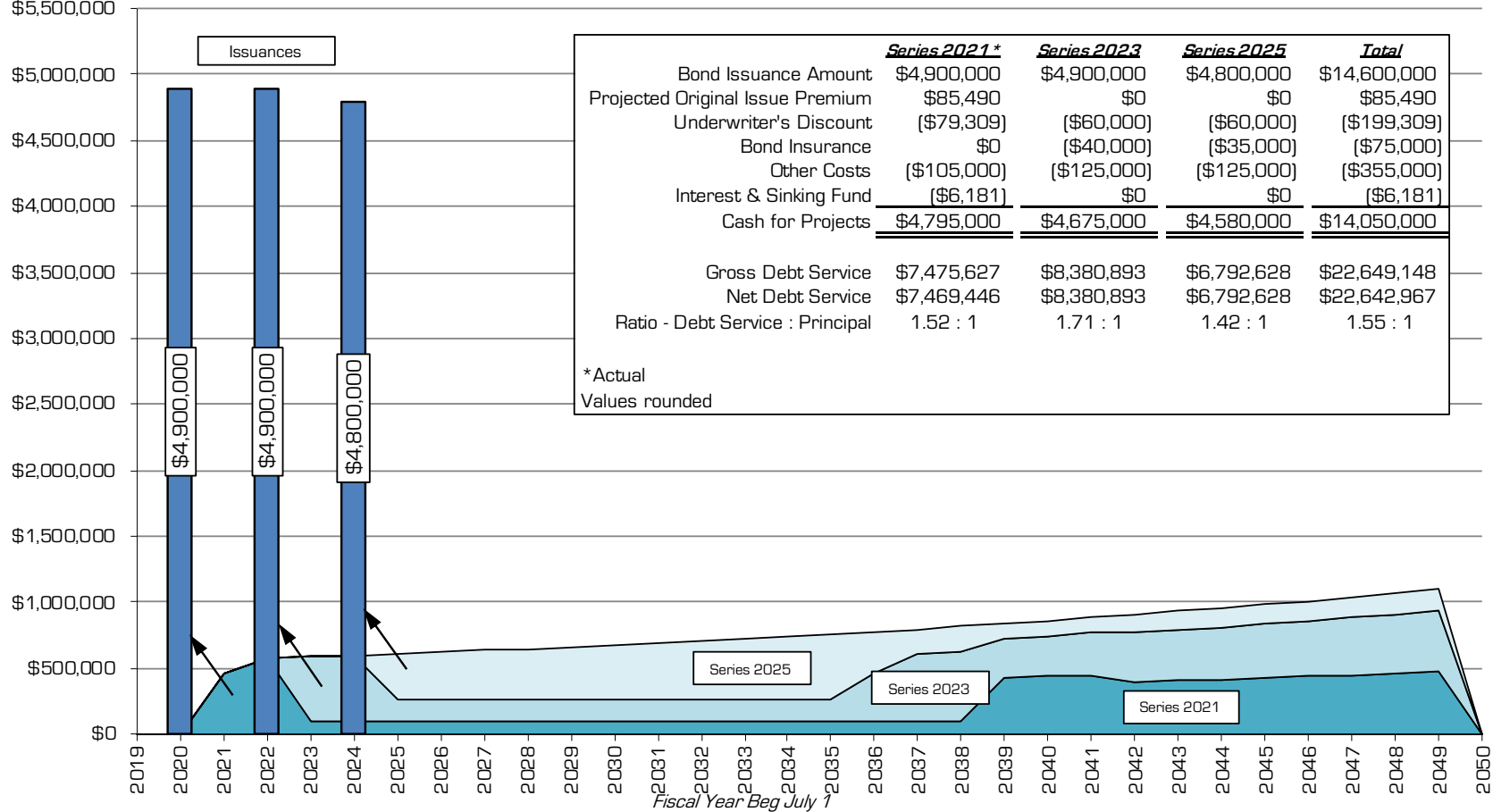


Pre-election information from bond plan that was genesis of bond measure. 2020-21 AV is actual with 3% assumed annual growth in net local secured, a 5% annual decline in local unsecured AV, while all other AV types are assumed to remain unchanged. Series 2021 net debt service is actual, while Series 2023 & 2025 are projected based on MMD "AAA" rates as of April 9, 2021, adjusted +75bp for assumed "A+" rating, plus timing adjustments for potential rate increasing prior to bond issuance of +150bp (2023), & +175bp (2025). Values rounded.

Measure K (SFID #2) On Track

Issuance/Net
Debt Service
\$5,500,000

Measure K Bond Plan is Still Viable for Full Issuance of Authorization on Schedule



2020-21 AV is actual with 3% assumed annual growth in net local secured, a 5% annual decline in local unsecured AV, while all other AV types are assumed to remain unchanged. Series 2021 net debt service is actual, while Series 2023 & 2025 are projected based on MMD "AAA" rates as of April 9, 2021, adjusted +75bp for assumed "A+" rating, plus timing adjustments for potential rate increasing prior to bond issuance of +150bp (2023), & +175bp (2025). Fiscal year debt service is shown, with reserve equal to the first 6 months of debt service for the following fiscal year, less prior year's reserve collection and funds deposited to Debt Service Fund. Values rounded.

✓ **\$4,795,000 from Series 2021 deposited April 29!**

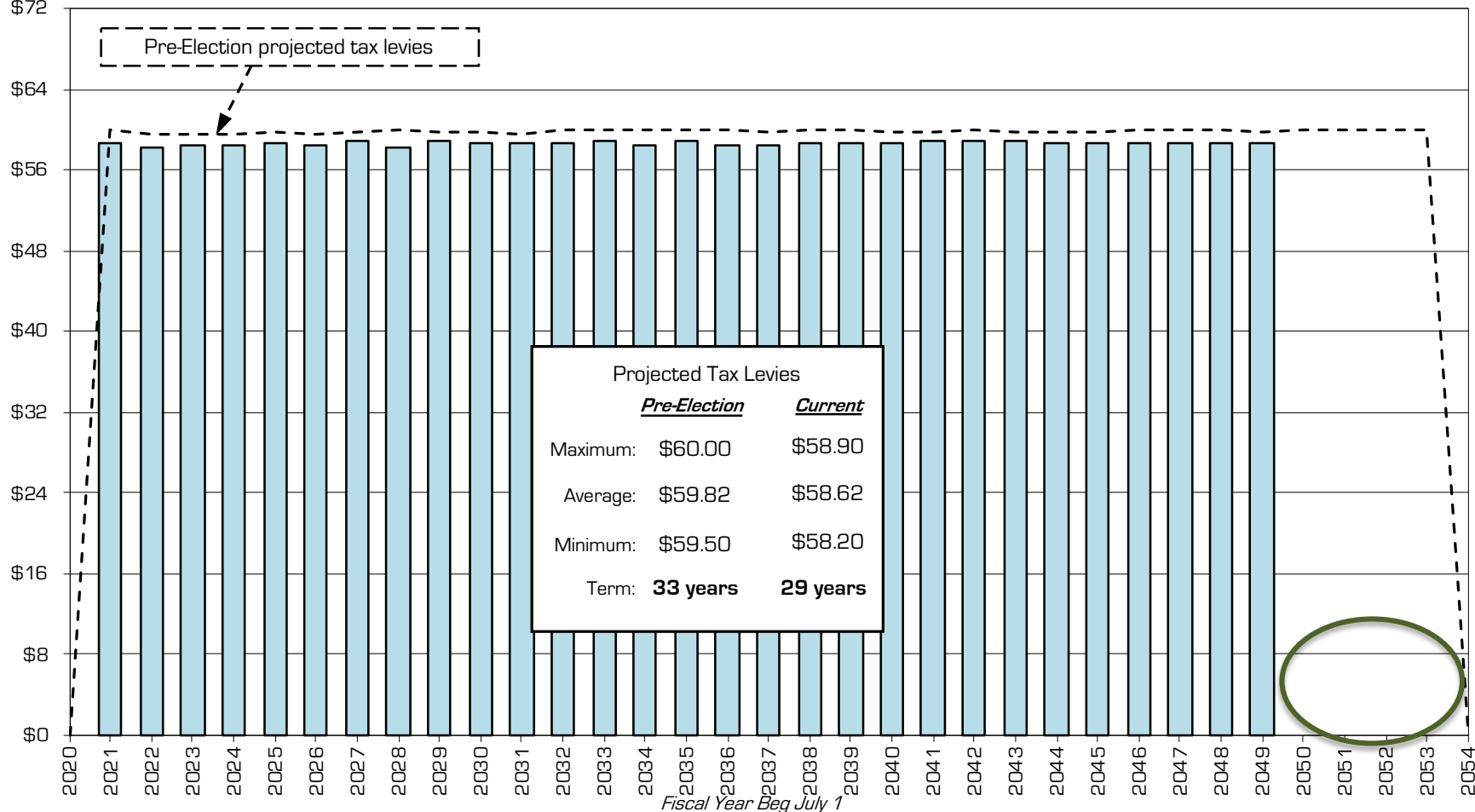
Measure K (SFID #2)

Projected Tax Levies ≤ Pre-Election Est.

(and end 4 years earlier)

Tax Levy per
\$100,000 of AV
\$72

Based on Current Market Conditions, SFID #2's Measure K Tax Levies are Projected to be Lower and be in Place for Four Years Less Than Conveyed to Voters



Pre-election information from bond plan that was genesis of bond measure. 2020-21 AV is actual with 3% assumed annual growth in net local secured, a 5% annual decline in local unsecured AV, while all other AV types are assumed to remain unchanged. Series 2021 net debt service is actual, while Series 2023 & 2025 are projected based on MMD "AAA" rates as of April 9, 2021, adjusted +75bp for assumed "A+" rating, plus timing adjustments for potential rate increasing prior to bond issuance of +150bp (2023), & +175bp (2025). Fiscal year debt service is shown, with reserve equal to the first 6 months of debt service for the following fiscal year, less prior year's reserve collection and funds deposited to Debt Service Fund. Values rounded.

Conclusion

✓ Lower debt service



✓ Less taxes



✓ More proceeds for projects



Thank You, Any Questions?



For Reference

- ◆ Detailed Costs of Issuance
- ◆ February 16, 2021 Board Presentation

Detailed Costs of Issuance

School Facilities Improvement District No. 1 and
 School Facilities Improvement District No. 2
 Of the River Delta Unified School District
 (Sacramento, Solano and Yolo Counties, California)
 General Obligation Bonds, Election of 2020, Series 2021

Final Costs of Issuance

Description	SFID 1 Series 2021	SFID 2 Series 2021	Total
• Parker & Covert LLP, Bond Counsel Bond Counsel Services and Expenses:	\$32,800.00	\$32,800.00	\$65,600.00
• Government Financial Strategies inc., Municipal Advisor Professional Services:	\$54,050.00	\$54,050.00	\$108,100.00
Expenses:	\$750.00	\$750.00	\$1,500.00
• Standard & Poor's Rating Service, Rating Agency Professional Services:	\$11,625.00	\$11,625.00	\$23,250.00
• Other Issuance Expenses (break out listed below) Zions Bancorporation, COI Administrator	\$500.00	\$500.00	\$1,000.00
AMTEC: Verification Agent	\$250.00	\$250.00	\$500.00
AVIA Communications, Inc.: OS Printing and Distribution	\$662.83	\$662.82	\$1,325.65
California Municipal Statistics, Research:	\$1,525.00	\$1,525.00	\$3,050.00
• Contingency	\$2,837.17	\$2,837.18	\$5,674.35
TOTAL COSTS OF ISSUANCE	\$105,000.00	\$105,000.00	\$210,000.00

River Delta Unified School District

Measures J and K Update and Next Steps



Presented by Matt Kolker
February 16, 2021

Agenda

- ◆ Market Update
- ◆ Implementing Measures J and K
- ◆ Bond Sale Methods
- ◆ For Reference
 - ▶ Estimated Costs of Issuance
 - ▶ Good Faith Estimates
 - ▶ May 12, 2020 Presentation



Congratulations on Measure J


River Delta Joint Unified School District Measure J		
Result	Votes	Percentage
✔ Yes	4,753	63.58%
No	2,723	36.42%

RIVER DELTA UNIFIED SCHOOL DISTRICT Bond Measure J

MEASURE J

"To upgrade schools, retain/attract quality teachers by repairing leaky roofs; removing asbestos/mold; building science labs; updating aging technology, fire/drinking water safety; repairing, constructing, equipping/acquiring educational facilities to prepare students for college/careers, shall River Delta Unified School District issue \$45,700,000 in bonds at legal rates levying an estimated 6¢/\$100 of assessed value, averaging \$2,600,000 raised annually while bonds are outstanding, requiring audits, citizens' oversight/ all funds used locally, be adopted?"

Congratulations on Measure K

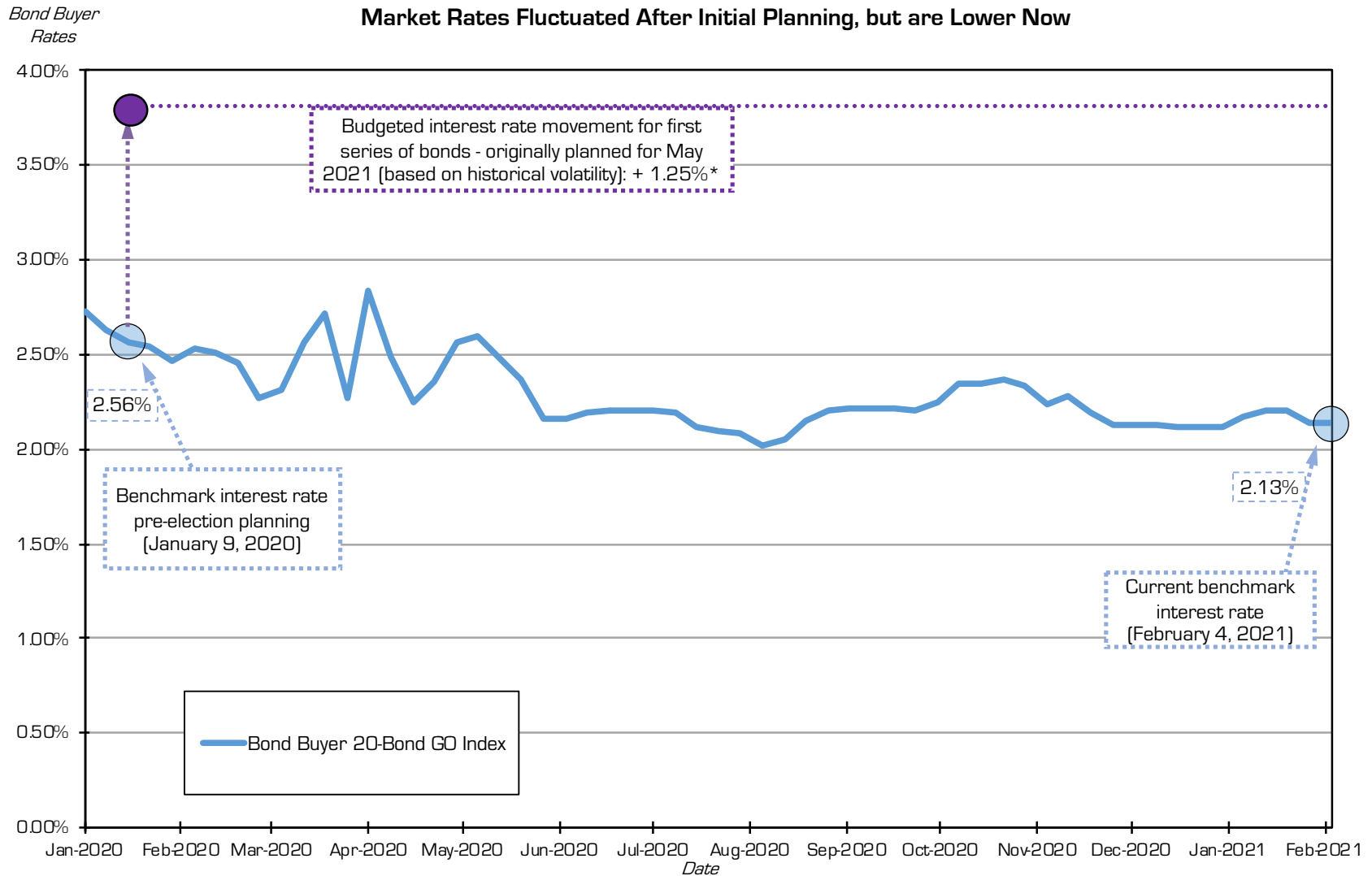
River Delta Joint Unified School District Measure K		
Result	Votes	Percentage
 Yes	1,175	64.95%
No	634	35.05%

RIVER DELTA UNIFIED SCHOOL DISTRICT Bond Measure K

MEASURE K

"To upgrade schools, retain/attract quality teachers by repairing leaky roofs; removing asbestos/mold; keeping schools safe; updating technology, fire/drinking water safety; repairing, constructing, equipping/acquiring educational facilities to prepare students for college/jobs/careers, shall River Delta Unified School District issue \$14,600,000 in bonds at legal rates levying an estimated 6¢/\$100 of assessed value, averaging \$845,000 raised annually while bonds are outstanding, requiring audits, citizens' oversight/all funds used locally, be adopted?"

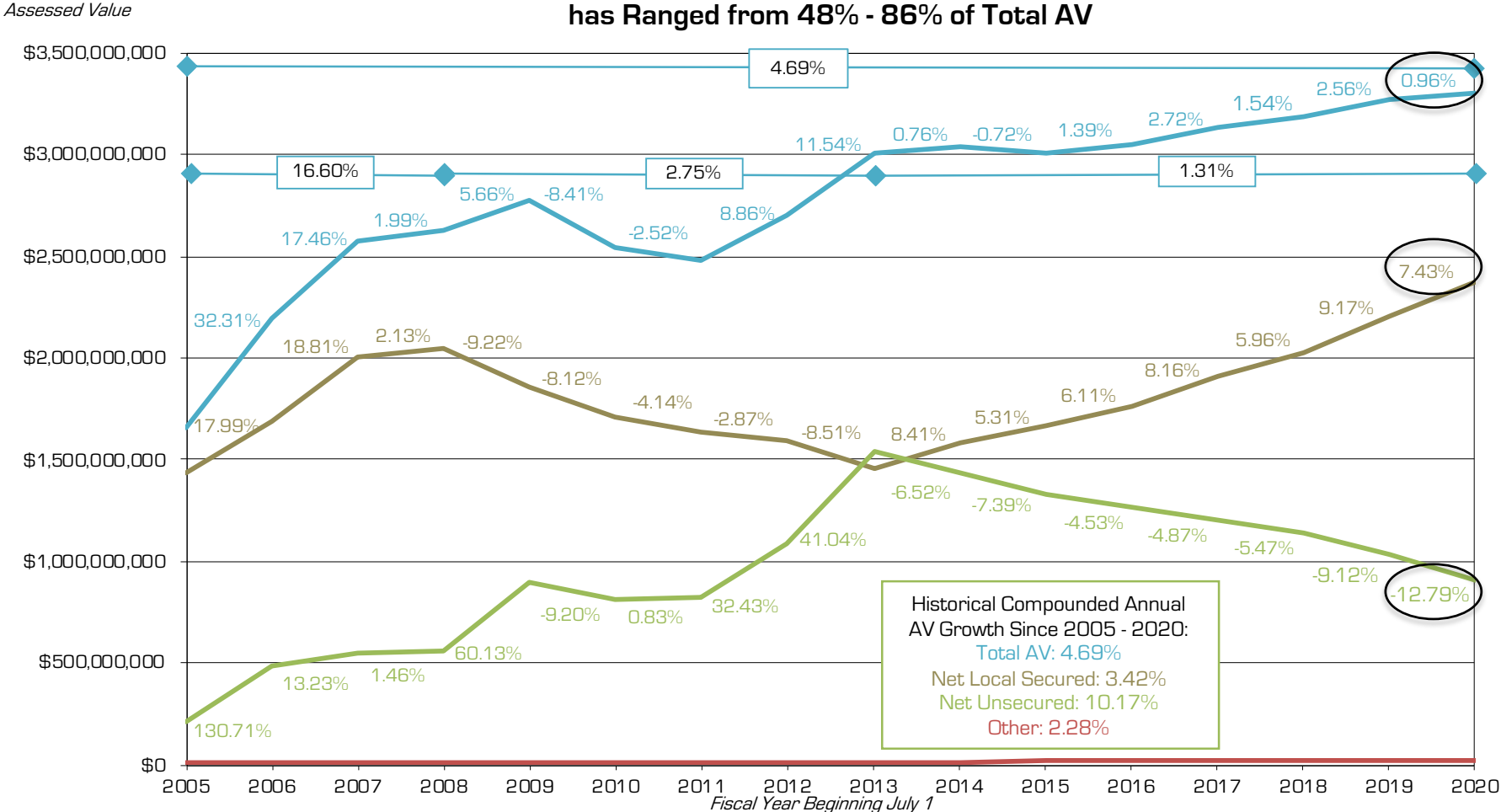
Interest Rates are Volatile



*Notes: budgeted interest rate movement in the Bond Buyer based on historical Bond Buyer volatility and then applied to the Municipal Market Data (MMD) interest rate scale. The Bond Buyer 20-Bond Index consists of 20 general obligation bonds that mature in 20 years and is compiled every Thursday. The average rating of the 20 bonds is roughly equivalent to Moody's Investors Service's Aa2 rating and Standard & Poor's Rating Service AA.

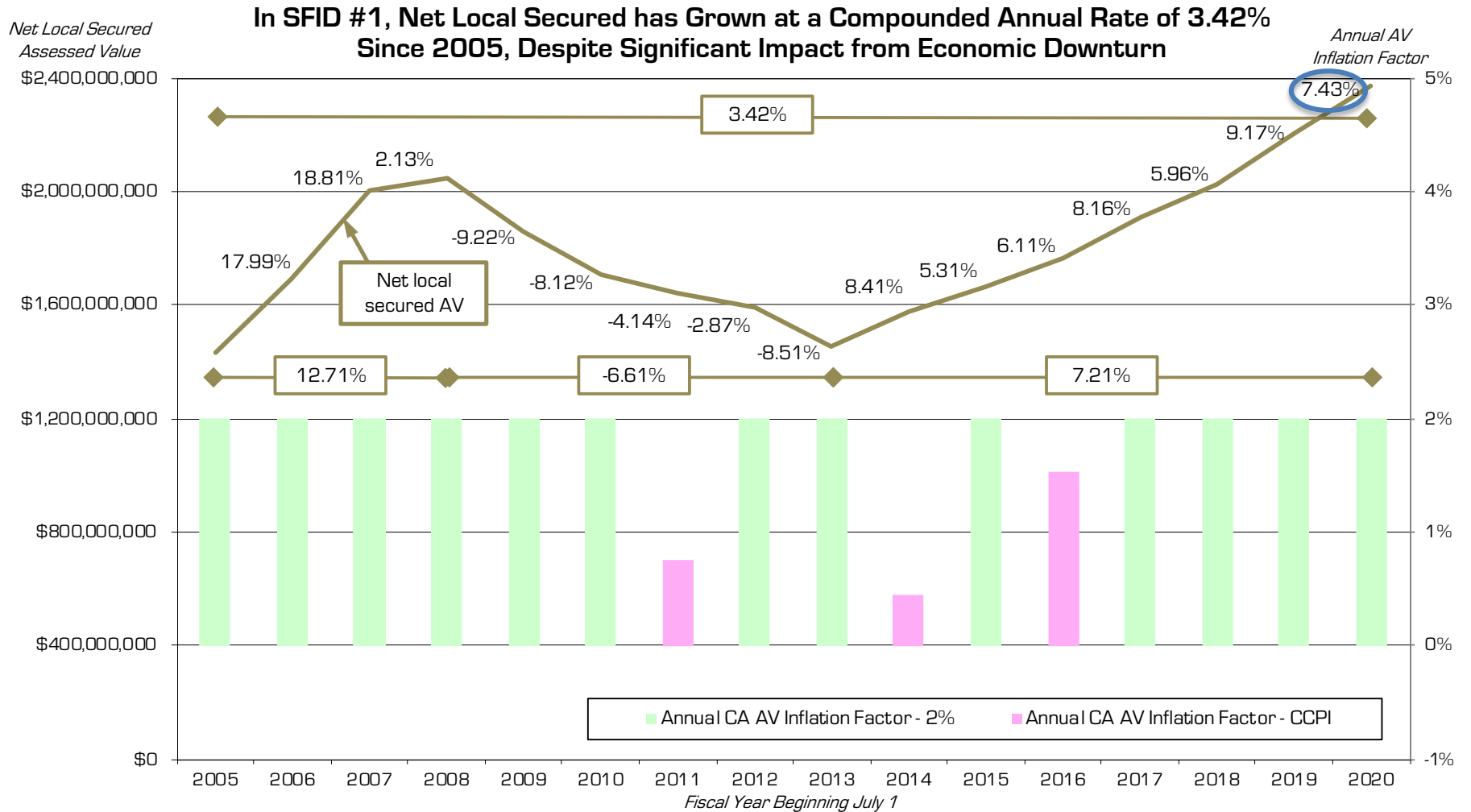
SFID #1 Historical AV

SFID #1's Primary Assessed Value Component, Net Local Secured, has Ranged from 48% - 86% of Total AV



Historical assessed value (AV) provided by the Sacramento & Solano Auditor-Controller's Offices. The District's total AV is comprised of net local secured, mineral (oil) and other (utility & homeowners exemption). Changes shown are annual changes.

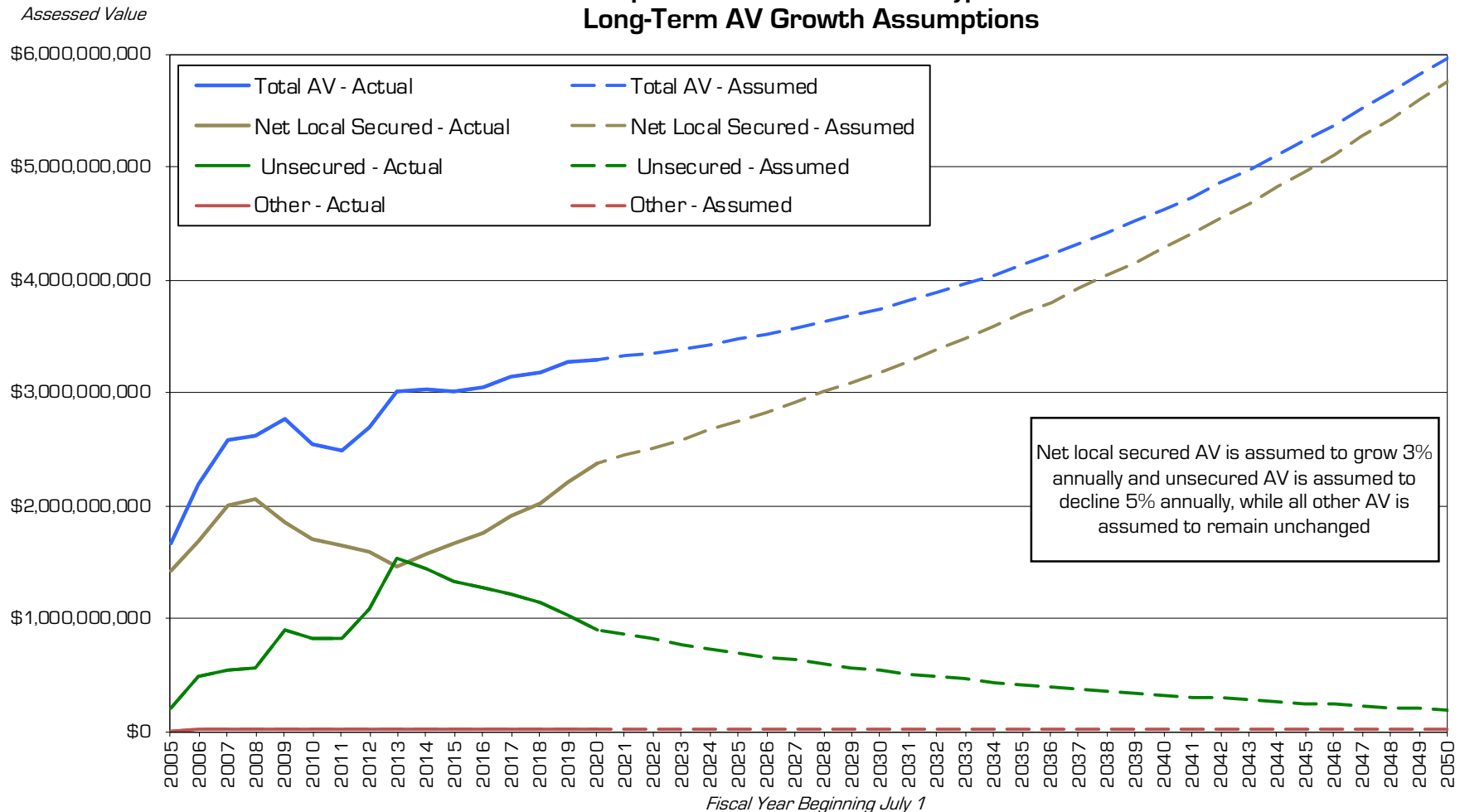
SFID #1: A Closer Look at Net Local Secured



Historical assessed value (AV) provided by the Sacramento & Solano County Auditor-Controller's Offices. The District's total AV is comprised of net local secured, utility, homeowners exemption, and unsecured. Changes shown are annual changes. Annual California AV inflation factor provided by California State Board of Equalization, and is the lesser of the annual change in the CA CPI or 2%.

SFID #1: Moderate AV Projections

Different AV Assumptions Based on the AV Types Lead to Moderate Long-Term AV Growth Assumptions



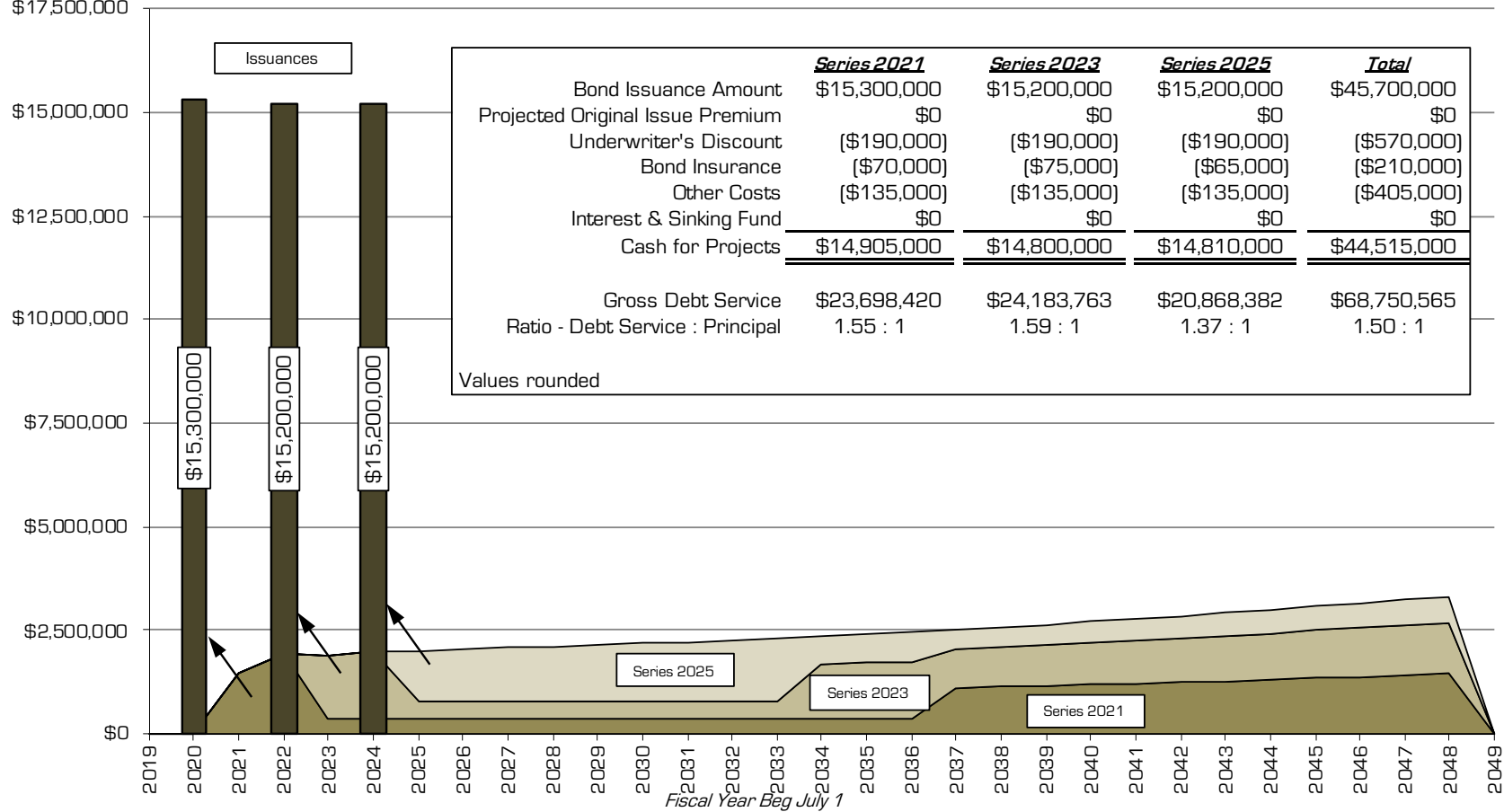
Net local secured AV is assumed to grow 3% annually and unsecured AV is assumed to decline 5% annually, while all other AV is assumed to remain unchanged

Historical assessed value (AV) provided by Sacramento & Solano County Auditor-Controller's Offices. The District's total AV is comprised of net local secured, utility, homeowners exemption, and unsecured values. As homeowners exemption & unsecured components are relatively small and tend to be subject to less predictable volatility, the AV focuses on net local secured. Other AV consists of utility, homeowners exemption and unsecured AV.

SFID # 1 - Measure J: Pre-Election Plan: \$45.7M Over 3 Series

Issuance/Net
Debt Service
\$17,500,000

Still on Course to Issue Full \$45.7 Million Measure J Authorization for SFID #1



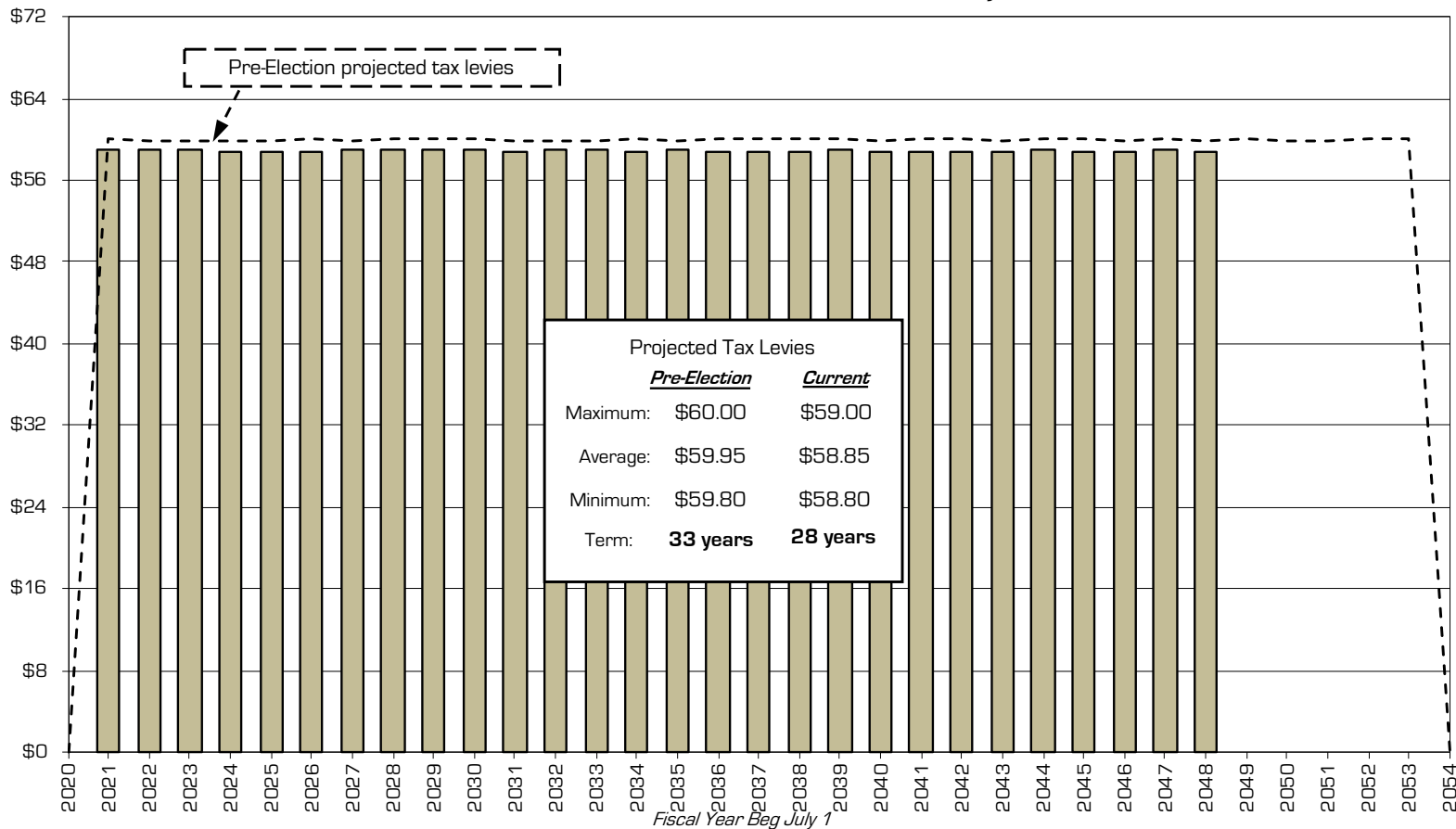
Based on 2020-21 AV, with 3% assumed annual growth in net local secured, a 5% annual decline in local unsecured AV, while all other AV types are assumed to remain unchanged. MMD "AAA" rates as of January 29, 2021, adjusted +75bp for assumed "A+" rating, plus timing adjustments for potential rate increasing prior to bond issuance of +75bp (2021), +150bp (2023), & +175bp (2025).

✓ *Sizing and timing of each issuance to be determined based on project expenditure schedules*

SFID #1 - Measure J: Projected Levies < Pre-Election Estimates

Tax Levy per
\$100,000 of AV

Based on Current Market Conditions, SFID #1's Measure J Tax Levies are Projected to be Lower and be in Place for Five Years Less Than Conveyed to Voters



◆ FY 2020-21 Tax Levies
▶ Measure U: \$21.50

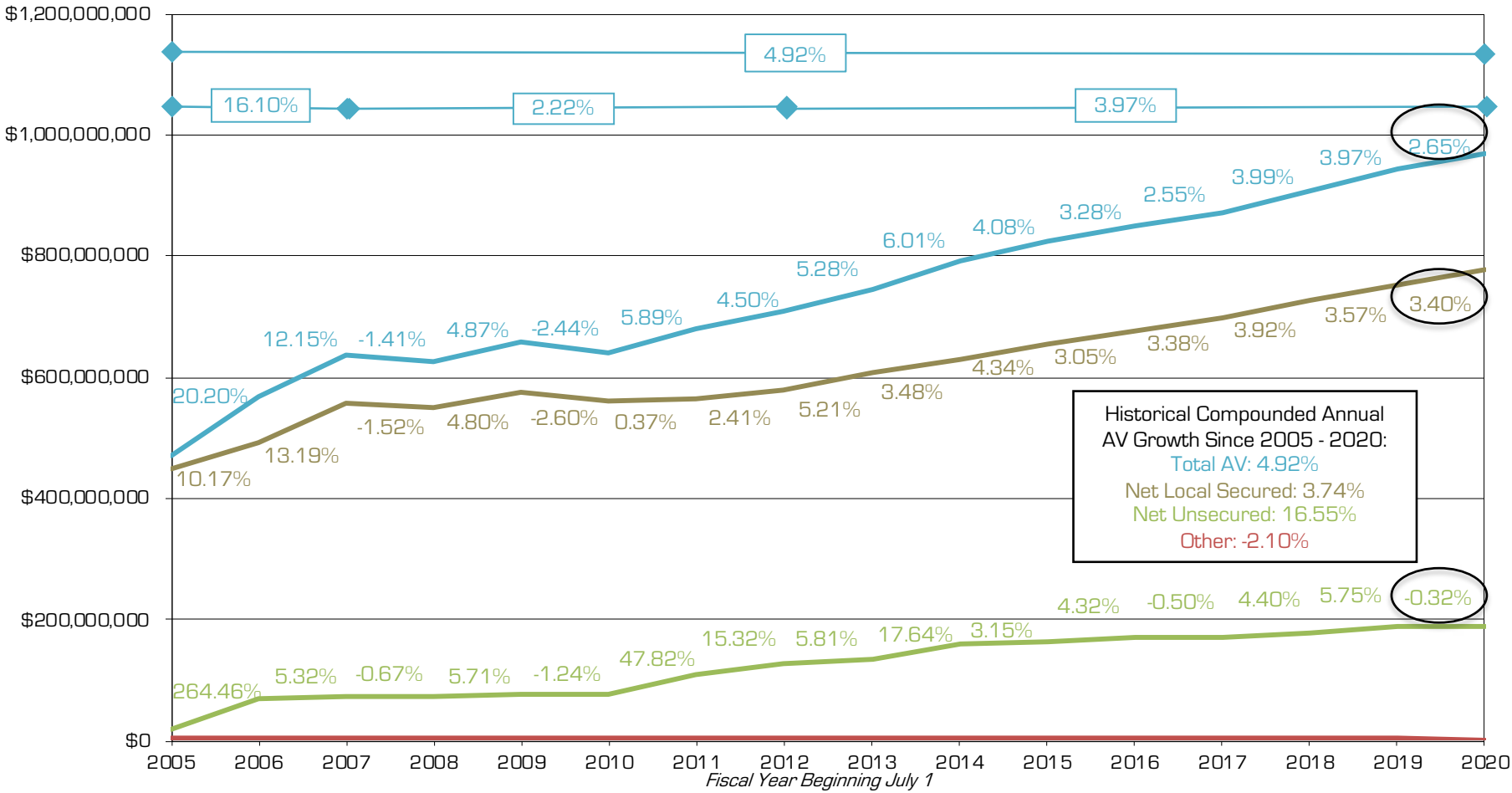
Based on 2020-21 AV, with 3% assumed annual growth in net local secured, a 5% annual decline in local unsecured AV, while all other AV types are assumed to remain unchanged. MMD "AAA" rates as of January 29, 2021, adjusted +75bp for assumed "A+" rating, plus timing adjustments for potential rate increasing prior to bond issuance of +75bp (2021), +150bp (2023), & +175bp (2025).

✓ Projected tax levies based on pre-election structure of three series

SFID #2 Historical AV

SFID #2's Primary Assessed Value Component, Net Local Secured, has Ranged from 79% - 95% of Total AV

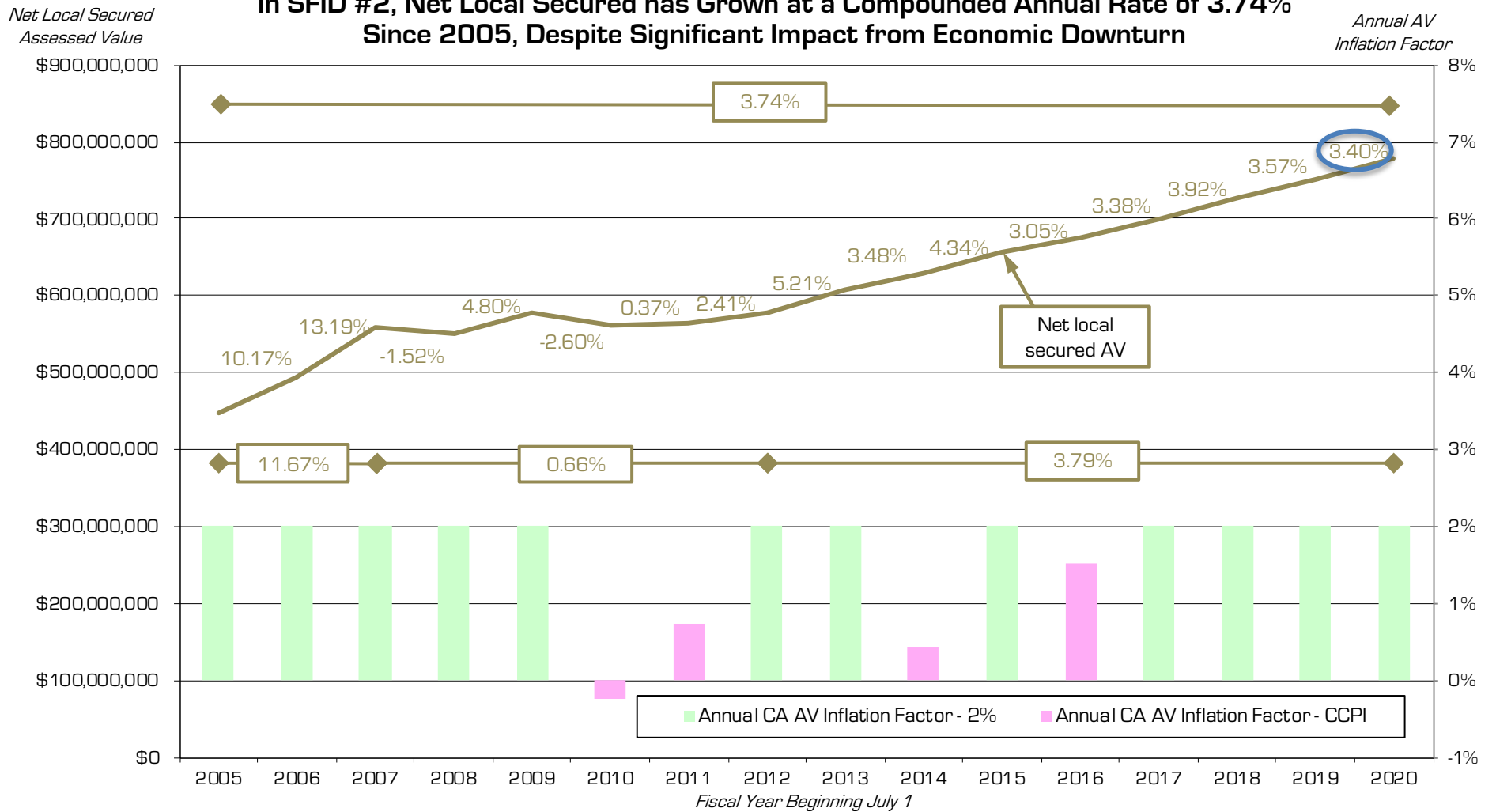
Assessed Value



Historical assessed value (AV) provided by the Sacramento, Yolo, & Solano Auditor-Controller's Offices. The District's total AV is comprised of net local secured, mineral (oil) and other (utility & homeowners exemption). Changes shown are annual changes.

SFID #2: A Closer Look at Net Local Secured

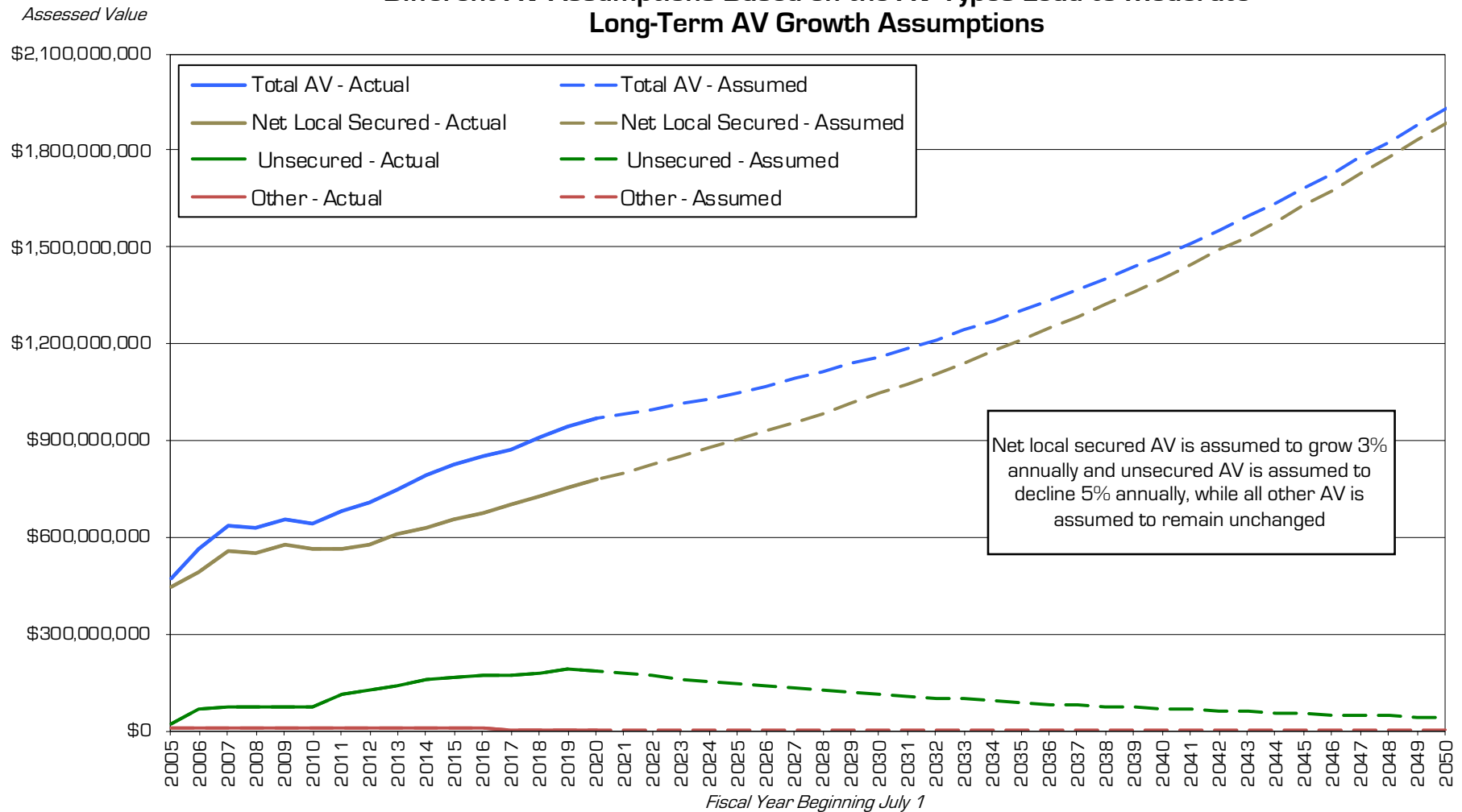
In SFID #2, Net Local Secured has grown at a Compounded Annual Rate of 3.74% Since 2005, Despite Significant Impact from Economic Downturn



Historical assessed value (AV) provided by the Sacramento, Yolo, & Solano County Auditor-Controller's Offices. The District's total AV is comprised of net local secured, utility, homeowners exemption, and unsecured. Changes shown are annual changes. Annual California AV inflation factor provided by California State Board of Equalization, and is the lesser of the annual change in the CA CPI or 2%.

SFID #2: Moderate AV Projections

Different AV Assumptions Based on the AV Types Lead to Moderate Long-Term AV Growth Assumptions

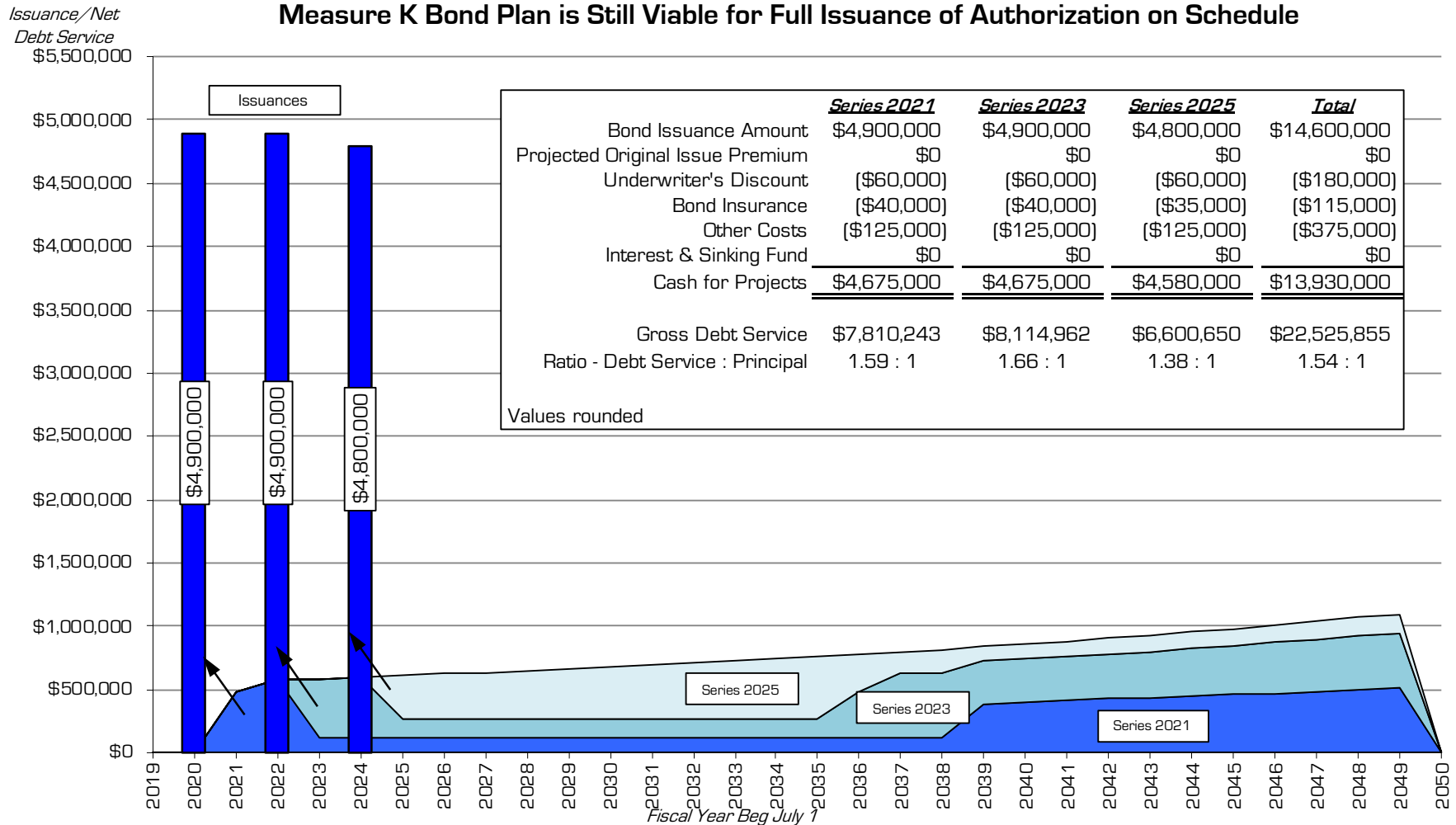


Net local secured AV is assumed to grow 3% annually and unsecured AV is assumed to decline 5% annually, while all other AV is assumed to remain unchanged

Historical assessed value (AV) provided by Sacramento, Solano, & Yolo County Auditor-Controller's Offices. The District's total AV is comprised of net local secured, utility, homeowners exemption, and unsecured values. As homeowners exemption & unsecured components are relatively small and tend to be subject to less predictable volatility, the AV focuses on net local secured. Other AV consists of utility, homeowners exemption and unsecured AV.

SFID #2 - Measure K: Pre-Election Plan: \$14.6M Over 3 Series

Measure K Bond Plan is Still Viable for Full Issuance of Authorization on Schedule



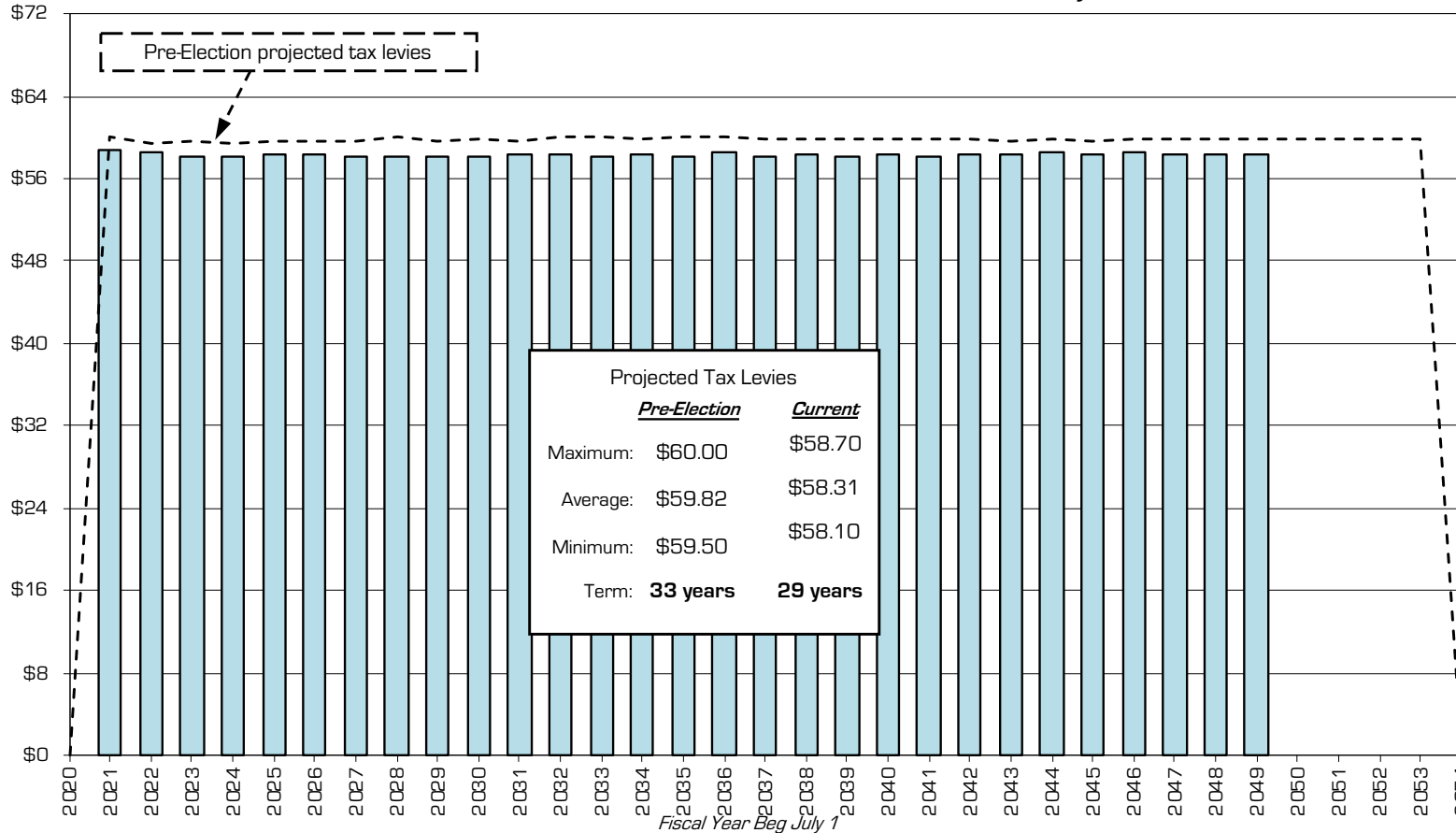
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✓ *Sizing and timing of each issuance to be determined based on project expenditure schedules*

SFID #2 - Measure K: Projected Levies < Pre-Election Estimates

Tax Levy per
\$100,000 of AV

Based on Current Market Conditions, SFID #2's Measure K Tax Levies are Projected to be Lower and be in Place for Four Years Less Than Conveyed to Voters



◆ FY 2020-21 Tax Levies
▶ Measure V: \$73.80

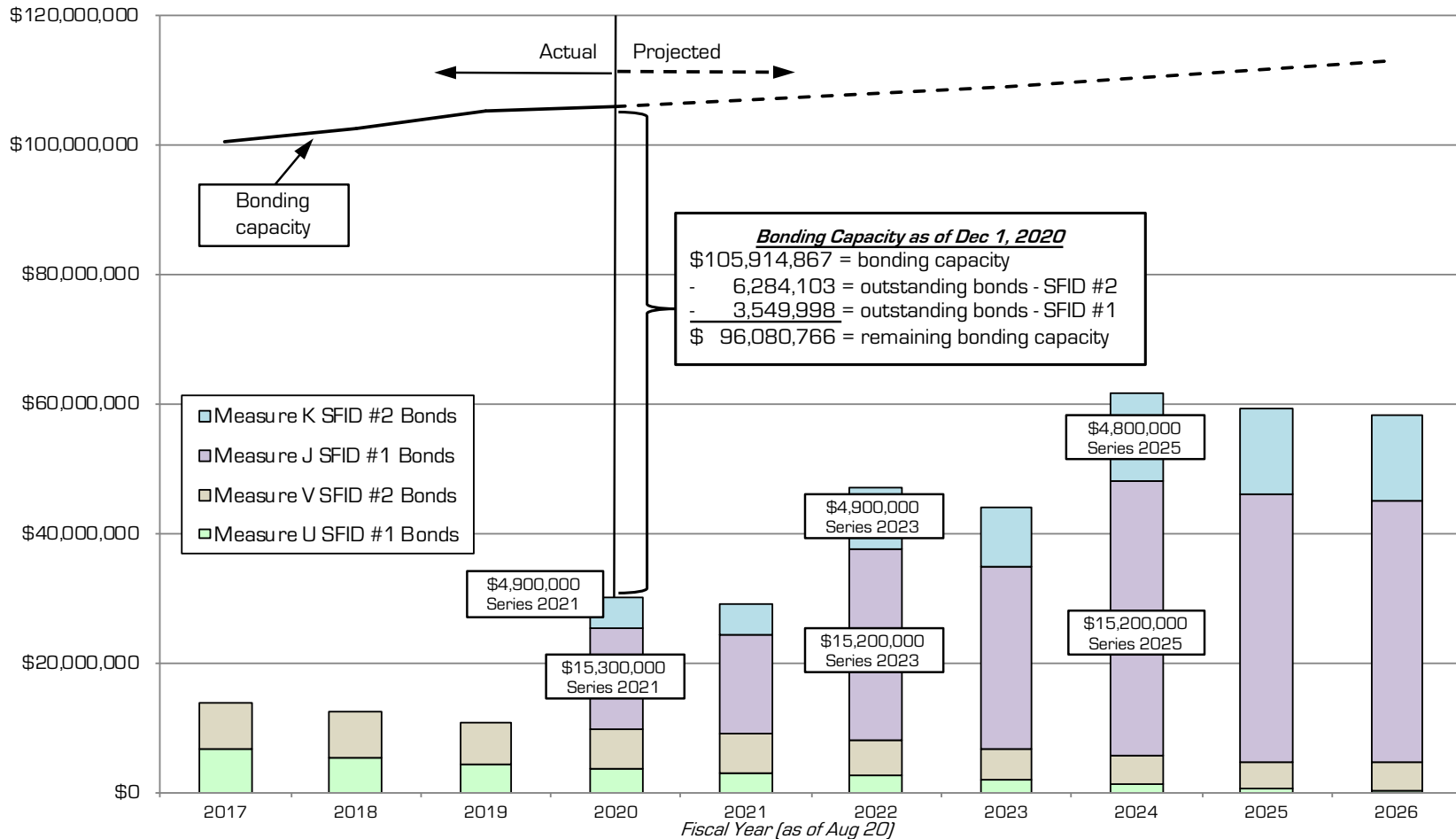
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✓ Projected tax levies based on pre-election structure of three series

Updated Bonding Capacity

Bonding Capacity/
Outstanding Bonds

Sufficient Bonding Capacity to Issue Measure J and K Authorizations



Bonding capacity is equal to 2.5% of total assessed value for a unified school district. Net local secured AV assumed to increase 3% annually with unsecured declining 5% annually in both CFD #1 & CFD #2, while all other types of AV are assumed to remain unchanged. Outstanding bonds from *Official Statements*. Bonding capacity as of August 20, when assessed value becomes "equalized."

Projected Expenditures Drive Bond Issuance Plan

- ◆ For a tax-exempt financing, federal law requires that District reasonably expect to:
 - ▶ within six months, incur binding obligations to third parties involving expenditures of not less than 5% of the net bond proceeds
 - ▶ within three years, expend 85% of the proceeds
 - ▶ proceed toward completing the projects and allocating the net sale proceeds to expenditures with due diligence
- ◆ For both Measures J and K, we currently estimate it is possible to issue up to the full authorization in the first series

- ✓ *Work in progress to confirm expenditure schedule*

Sale Methods

- ◆ Competitive Process - auction



- ◆ Negotiated Process - sale to pre-selected underwriter or lender/investor



✓ *The Government Finance Officers Association (GFOA) recommends that "bond issuers sell their debt using the method of sale that is most likely to achieve the lowest cost of borrowing while taking into account both short-range and long-range implications for taxpayers and ratepayers."*

GFOA Competitive Criteria

- ◆ Criteria that favors a Competitive Process:
 - ✓ Rating of the bonds is at least in the single-A category.
 - Existing bonds are rated "A+".
 - ✓ Bonds are general obligation bonds or full faith and credit obligations of the issuer or are secured by a strong, known and long-standing revenue stream.
 - The bonds are general obligation bonds.
 - ✓ Bond structure does not include innovative or new features that require extensive explanation to the bond market.
 - The bonds do not include features requiring explanation.
 - ✗ Issuer is well known and frequently in the market*
 - The District is not well known and frequently in the market.
- ✓ *We meet 3 out of the 4 competitive process criteria.*

*Note: We define "frequently" to mean the proposed financing is at least the third debt issuance publicly offered to the bond market in the last five years.

GFOA Negotiated Criteria

- ◆ Criteria that favors a Negotiated Process:
 - X Rating of the bonds is lower than the single-A category.
 - Existing bonds are rated "A+".
 - X Bond insurance or other credit enhancement is unavailable or not cost-effective.
 - Bond insurance is expected to be available.
 - X Structure of bonds has features better suited to negotiation.
 - The bonds do not include such features.
 - X Issuer desires to target underwriting participation to include disadvantaged business enterprises or local firms.
 - All underwriters will have the opportunity to participate.
 - X Other factors that the issuer, in consultation with its financial advisor, believes favor the use of a negotiated sale process.
 - There are no other factors favoring a negotiated sale.
- ✓ *We meet 0 out of the 5 negotiated process criteria.*

Primary Legal Documents

- ◆ *Board Resolution: authorizes bonds and signing of documents within parameters (bond amount, interest rate, etc.)*
- ◆ *Form of Bond Purchase Agreement: the underwriter purchases the bonds from the District and resells them to investors*
- ◆ *Preliminary Official Statement: discloses important information about the District and financing to investors*
- ◆ *Form of Paying Agent Agreement: a bank is assigned responsibility for forwarding principal and interest payments to investors*
- ◆ *Form of Continuing Disclosure Certificate: District provides updates to the bond market annually and if any significant events occur*

Preliminary Official Statement - Overview of Disclosure

◆ Honest and Fair Dealing

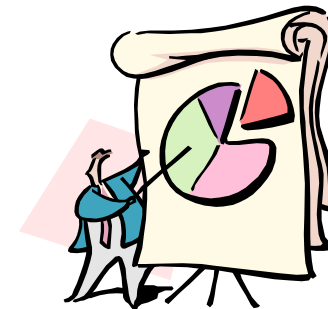
Disclose all “material” facts

Heightened Securities and Exchange
Commission scrutiny



◆ Marketing

Present and future



Tips for Reviewing the Disclosure

- ◆ In reviewing the Preliminary Official Statement:
 - ▶ Format is based on the industry standard, for the convenience of the primary audience -- investors. Standard information is provided in standard fashion, which is often not in the best writing style.
 - ▶ Providing too much information can obscure important points; however, omitting information which might be material to an investment decision would be disastrous.
 - ▶ It is better to bring something to our attention, so that it can be considered and discussed, rather than assume that we've already thought of it.

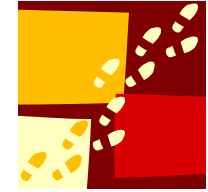
It is Important to Review the Disclosure

- ◆ Securities and Exchange Commission report (January, 1996) on the disclosure of Orange County in connection with the sale of municipal securities prior to its bankruptcy:

“In authorizing the issuance of securities and related disclosure documents, a public official may not authorize disclosure that the official knows to be false; nor may a public official authorize disclosure while recklessly disregarding facts that indicate that there is a risk that the disclosure may be misleading.”



Next Steps



- ◆ Today's Board meeting
 - ▶ Information presentation
- ◆ March 9, 2021 Board meeting
 - ▶ Board considers adoption of resolution authorizing issuance of bonds
- ◆ April 13, 2021
 - ▶ Sale of bonds conducted at the offices of Government Financial Strategies
- ◆ April 29, 2021
 - ▶ Closing: Proceeds deposited with County
- ◆ May 11, 2021 Board meeting
 - ▶ Presentation of results of bond sale

Any Questions?



For Reference

- ◆ Estimated Costs of Issuance
- ◆ Good Faith Estimates
- ◆ May 12, 2020 Presentation

Estimated Costs of Issuance

School Facilities Improvement District No. 1 and
 School Facilities Improvement District No. 2
 Of the River Delta Unified School District
 [Sacramento, Solano and Yolo Counties, California]
 General Obligation Bonds, Election of 2020, Series 2021

Estimated Costs of Issuance

Description	SFID 1 Series 2021	SFID 2 Series 2021	Total
• Parker & Covert LLP, Bond Counsel Bond Counsel Services and Expenses:	\$32,800.00	\$32,800.00	\$65,600.00
• Government Financial Strategies inc., Municipal Advisor Professional Services:	\$54,050.00	\$54,050.00	\$108,100.00
Expenses:	\$750.00	\$750.00	\$1,500.00
• Standard & Poor's Rating Service, Rating Agency Professional Services:	\$11,625.00	\$11,625.00	\$23,250.00
• Other Issuance Expenses (break out listed below)			
Zions Bancorporation, COI Administrator	\$500.00	\$500.00	\$1,000.00
AMTEC: Verification Agent	\$250.00	\$250.00	\$500.00
AVIA Communications, Inc.: OS Printing and Distribution	\$1,000.00	\$1,000.00	\$2,000.00
California Municipal Statistics, Research:	\$600.00	\$600.00	\$1,200.00
• Contingency	\$5,425.00	\$5,425.00	\$10,850.00
TOTAL COSTS OF ISSUANCE	\$107,000.00	\$107,000.00	\$214,000.00

Good Faith Estimates

Measure J
Good Faith Estimates
Per Government Code 5852.1

	<i>Estimates</i>
True Interest Cost{1}	3.11%
Finance Charge{2}	\$400,000
Amount of Proceeds{3}	\$14,900,000
Total Payment Amount{4}	\$24,554,267

{1} True Interest cost includes a 0.75% adjustment for potential market volatility based on historical volatility in the Bond Buyer 20-Bond Index from 1/1/84 - 2/4/21.

{2} Finance charge is the sum of all charges and fees paid to third-parties for upfront costs.

{3} Amount of proceeds received is the bond amount less the finance charge and any reserves or capitalized interest funded.

{4} total payment amount is total debt service plus any finance charges not paid with proceeds.

Measure K
Good Faith Estimates
Per Government Code 5852.1

	<i>Estimates</i>
True Interest Cost{1}	3.14%
Finance Charge{2}	\$225,000
Amount of Proceeds{3}	\$4,675,000
Total Payment Amount{4}	\$8,106,921

{1} True Interest cost includes a 0.75% adjustment for potential market volatility based on historical volatility in the Bond Buyer 20-Bond Index from 1/1/84 - 2/4/21.

{2} Finance charge is the sum of all charges and fees paid to third-parties for upfront costs.

{3} Amount of proceeds received is the bond amount less the finance charge and any reserves or capitalized interest funded.

{4} total payment amount is total debt service plus any finance charges not paid with proceeds.

✓ *First call date for both Measures J and K currently planned to be August 1, 2030*

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: May 11, 2021

Attachments: X

From: Ken Gaston, Director of MOT

Item Number: 9.2.3

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

SUBJECT:

Monthly MOT Information Report

BACKGROUND:

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

STATUS:

See attached monthly report for the period of April 2021

PRESENTER:

Ken Gaston, Director of Maintenance, Operations & 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
May 11, 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:

- **Delta High School**
 - Replaced pressure switch for the refrigerator. - \$175

- **D. H. White Elementary**
 - Replaced blower motor and wheel in kindergarten HAVAC system. - \$775

- **Isleton Elementary School**
 - Fixed irrigation system for planter boxes. - \$150

- **Rio Vista High School**
 - Installed white board in the computer lab. - \$125
 - Pulled and cleaned up weeds in the staff parking lot. - \$162
 - Mark volleyball courts. - \$100
 - Helped Richard Flink reinstalled receiver for campus stereo system. - \$100

- **Riverview Middle School**
 - Replaced projector light bulbs for rooms 4 and 8. - \$100

- **Walnut Grove Elementary School**
 - Installed bark in the bike rack area. - \$127
 - Replaced flagpole planter box. - \$731

- **Transportation Dept.**
 - Affixed wheel chock stops permanently to the cement in the south bus garage. - \$147
 - Installed eyes wash station in the north bus garage. - \$269

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: May 11, 2021

Attachments: _____

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 9.3.2

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

SUBJECT:

For the 2021-2022 School Year, RDUSD's Educational Services Department would like to open the Academic Resource Center (ARC) on all secondary campuses. The ARC is a year round tutorial program designed to support continued efforts to close gaps in learning loss as a result of school closure due to the Covid19 pandemic and promote continued growth and academic success for all secondary RDUSD students.

BACKGROUND:

Each ARC center will provide support for all core content classes offered on campus. Additionally, students may submit inquiries for elective course content support and the ARC will do their best to facilitate being able to accommodate this request. The ARC will offer appointment times for individual tutorials as well as small group sessions on specific dates (covid procedures to be followed per county guidance). Teacher and tutors will be provided an opportunity to apply to be ARC staff members and will be provided training to support ARC procedures and policies. At this time, transportation will not be provided for students receiving services from the ARC. ARC hours of operation will be the following:

Monday

- 20 minute appointment time slots (subject specific) by sign-up. 3:00-6:00pm
- Walk-in appointments
- Virtual appointments available by sign-up

Tuesday

- ELA and Math Group tutorials 3:-6:00pm
- 20 minute appointment time slots (subject specific) by sign-up. 3:00-6:00pm
- Virtual appointments by sign-up

Wednesday

- 20 minute appointment time slots (subject specific) by sign-up. 3:00-6:00pm
- Walk-in appointments
- Virtual appointments available by sign-up

Thursday

- ELA and Math Group tutorials 3:-6:00pm
- 20 minute appointment time slots (subject specific) by sign-up. 3:00-6:00pm
- Virtual appointments available by sign-up

*Student ratios in the ARC will reflect most current Covid Recommendations.

STATUS:

Educational Services is currently in the planning phases of the ARC. Applications will be posted pending Board approval of the program.

PRESENTER:

Nicole Latimer, Chief Educational Services Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Cost to be determined based on COVID Funding. Figures to be available for the June 8, 2021 Board meeting.

RECOMMENDATION:

That the Board receives this information

Time allocated: 5 minutes

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: May 11, 2021

Attachments: _____

From: Victoria Turk, Rio Vista High School Principal

Item Number: 9.6

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

SUBJECT:

Public Hearing Regarding the Dedication and Naming of the Fitness and Wellness Center at Rio Vista High School – Fitness and Wellness Center – In Memory of Elizabeth McCormack

BACKGROUND:

The Board of Trustees shall name district schools and other district-owned or leased buildings grounds and facilities in recognition of: Individuals living or deceased, who have made outstanding contributions, including financial contributions, to the school community.

The Board encourages community participation in the process of selecting names. A citizen advisory committee shall be appointed to review name suggestions and submit recommendations for the Board's consideration.

STATUS:

A citizen advisory committee, consisting of RVHS Booster Club, RVHS School Site Council, and RVHS Staff, is recommending that the Fitness and Wellness Center be named:

Harvey L. and Maud C. Sorensen
Fitness and Wellness Center
In Memory of Elizabeth McCormack

In recognition of the Sorensen Foundation's financial contribution toward the modernization of both the RVHS Library and the RVHS Fitness and Wellness Center and Elizabeth McCormack's 20 years of service on the Board of Trustees.

The Board is required to hold a Public Hearing at which members of the public will be given an opportunity to provide input.

PRESENTER: Victoria Turk, Rio Vista High School Principal

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

There is no cost to the District to hold a Public Hearing.

RECOMMENDATION:

That the Board holds a Public Hearing to afford the public an opportunity to provide input on the naming of the Fitness and Wellness Center at Rio Vista High School.

Time allocated: 5 minutes

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: May 11, 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 April 13, 2021.

BACKGROUND:

Attached are the Minutes from the Regular meeting of the Board of Trustees on April 13, 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: 2 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT

MINUTES

REGULAR MEETING

April 13, 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 April 13, 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.

We have modified the meeting procedures while the Shelter-in-Place for Coronavirus Pandemic (COVID-19) is active. 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
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 @ 5:32 pm**

Member Lamera moved to approve, *Member Riley seconded. Motion carried by roll call Vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)*

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

5.1 Roll was retaken. All 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 Riley seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)

- 8. Public Comment:** Ms. Latimer greeted the Board and reported that there were three public comments. Victoria Turk, Principal of Rio Vista High School thanked the Board and Superintendent Wright for “bringing the Rams home”. She stated that anyone who has been on campus knows it was the right thing to do. Each day the students become more alive and the joy, laughter, and enthusiasm in their voices are amazing. Mrs. Turk mentioned that this has given them hope in a year that has felt hopeless.

Mrs. Turk urged the Board to bring back all students to campus daily and stated that the families trust the judgement of the Board knowing that their students are safe. Mrs. Turk promises that, the Rams will do whatever it takes to ensure the safety of everyone. She feels that bringing the students back to normalcy

before Summer Break will be instrumental in their mental health. She mentioned that there will be many obstacles to face and that RDUSD will face these challenges to support the students in their social emotional health. Finishing the school year strong and together will be a positive start to recovery.

Chandra Drury, a parent of two Rio Vista High School students, commended the District for successfully getting the majority of teachers and staff members vaccinated. She acknowledges the efforts put into reopening the schools in the Hybrid Model, stating it has been a huge success. However, she asked for students to return to school full-time. She realizes that the District is in three counties and each individual site has their own obstacles based on size, grade level configuration and demographics. She feels that with the new CDC guidelines and that the majority of staff members have been vaccinated that the high school is ready to open for 5-day, on-campus instruction for those students who want it. She recognizes that this may not be possible for all schools. Following the requirements of both the County and the Sacramento County Office of Education, she asked the Board to consider full-time instruction starting with the high school and progressing to the lower grades as soon as possible.

A parent commented that she is grateful for the students to be back in the classroom. She hopes that the Board will decide to bring the students back full time now that the CDC guidelines have relaxed and all teachers who wanted to receive the vaccine has done so. She mentioned that the students are following the protocols of wearing masks, and that we can believe the science that vaccines work, children don't spread COVID and that masks work or we don't believe in the science and none of those items work. Let's stop the learning loss and bring the children back.

Reports, Presentations, Information

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

- 9.1.1 Board Members' report(s) Member Lamera reported that he conducted in-person site visits to Walnut Grove Elementary School, Isleton Elementary School, Bates Elementary School, Delta High School, Clarksburg Middle School, D.H. White Elementary School and Rio Vista High School witnessing the Hybrid Learning Model in action. He was accompanied by Member Stone and Member Riley on a few of these visits. He mentioned that he met with the site administrators to see how the reopening process has been going. He reported that the openings have been going smoothly throughout the District and the students are adhering to the protocols put into place. He volunteered for the first few days at Delta High and Clarksburg Middle School with the intake process. He noted that although the students were tired, they were happy to be back at school. Member Lamera participated in the process of viewing the RFP application packets for Program and Construction Management Services for Measure J and Measure Improvement Projects. He noted that the findings will be addressed later in the agenda. Member Lamera, Superintendent Wright and Board President Stone met with the Courtland Town Association to discuss, brainstorm in a collaborative manner with the focus of Bates Elementary School and will be addressed later in the meeting. Member Lamera mentioned that he had the honor in participating in the first two Town Hall meetings in Clarksburg. Stating that both meetings served their purpose well, allowing community members to voice their concerns either in person or virtually via Zoom. The hybrid model used to facilitate these meetings was a great way to start out these meetings. He is looking forward to greater public turnout and encourages anyone to attend the Town Hall meetings and have their voices heard. He thanked member Riley for her help facilitating the Town Hall meeting where the primary language was in English and Member Casillas for the Town Hall meeting where the primary language was in Spanish. Member Mahoney reported that he attended the Isleton Planning Commission's meeting. During the meeting, the commission was requesting to reduce the No Drug Zone distance policy from a school site from 600 feet, which is standard within the state, to 300 feet. Member Mahoney noted that this request has been tabled for now.

9.1.2 Committee reports

- 9.1.2.1 Facilities Planning Steering Committee – Jennifer Stone, Board President reported that the committee has not met, therefore has nothing to report.

- 9.1.3 Superintendent Wright's report(s) – Superintendent Wright expressed her gratitude to all those who have made the Hybrid Learning Model work at the school sites offering in-person learning for the students. Protocols have been followed and going well. She encouraged anyone who sees something that needs attention to please report it.
- Superintendent Wright noted that 94.5% of the student enrollment is now back on site for Hybrid Learning. Approximately 105 student chose an alternative educational option to continue their learning remotely. These figures are reported weekly to the California Department of Education (CDE). She is happy to say that 99% of the district staff is working on-site at their assigned location. She is appreciative that everyone is doing a great job being safe, carefully following and reinforcing the social distancing protocols.
- Superintendent Wright mentioned that she attended the two Town Hall Meetings in Clarksburg. She was appreciative for the turn-out of in-person and online attendees and for the input given. She thanked staff for finding a way to use technology for these meetings, so both in-person and zoom attendees could participate. The staff will continue to work on ways to improve the meeting platform.
- Superintendent Wright attended the Courtland Town Association meeting with Member Lamera, noting that they came way with a better understanding and perception of each other. The summary of the meeting will be discussed during Action Item 11.
- Superintendent Wright announced that the District successfully achieved the sale of the General Obligation Bonds 2021 Series earlier in the day. A \$15.3 million sale for Measure J and a \$4.9 million sale for Measure K. The opinion of the professionals who orchestrated the sale felt it was a very successful. She is looking forward to making upgrades to the facilities in both attendance areas.

9.1.1.4 Presentation of Potential State School Facility Program (SFP) Modernization Grant Funding – Mimidene Williams, Williams & Associates, LLC explained to the Board that obtaining all the information was extremely difficult during COVID, due to offices being closed. She provided an overview of the State School Facility Program, the status of funds in the program and the estimated modernization eligibility for the school sites for River Delta Unified School District. She explained the next steps starting with the Application for Eligibility. These documents will be filed with the Office of Public School Construction (OPSC). The Applications for Funding will be filed with the Division of State Architect (DSA) with approved plans and specifications. The plan will be submitted to The California Environmental Quality Act (CEAQ) for compliance and to the California Department of Education (CDE) for approval. The completed funding application to OPSC for placement on the 'Acknowledge List'. And, lastly, she explained that future processing and State Allocation Board (SAB) approval is dependent upon a future statewide bond measure approved by voters of California.

- 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 – Sharon Silva, Chief Business Officer, Chief Business Officer; Ken Gaston, Director of MOT

- 9.2.1 Monthly Financial Report – Vina Guzman, Interim Chief Business Officer reported as submitted. Ms. Guzman informed the Board of potential future COVID funding opportunities. The District will be working to complete the required application and plan. The plan must be Board approved prior to the deadline submittal date of June 1st. If the plan is not completed prior to the May 13th Board meeting, a Special meeting will be required to approve the plan.

Superintendent Wright noted that these funds are to be used to extend services, provide or purchase in addition to or different than what is normally expensed. All expenses will need to be justified during an audit.

Ms. Guzman provided a timeline for Budget Development for FY 2021-2022. During the process of Budget Development, Position Control is being reviewed, current and future expenses are being examined and the District is looking for areas for possible reductions. These possible reductions will be brought to the Board at a future meeting.

9.2.2 Maintenance, Operations & Transportation Update, Ken Gaston, Director of MOT, Mr. Gaston reported as submitted. He mentioned that his team is preparing for promotions and graduations.

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 greeted the Board and expressed her happiness to show a presentation including photos of students in the classroom and on campus. She reported that it was awesome to see the students back on campus. She stated that Ed Services is working on programs for extended learning opportunities. The typical summer programs will be offered as well as additional programs. The DSA for Migrant Education and the District's LCAP are also being prepared.

9.3.2 Williams Settlement Public Notification regarding sufficiency of teachers, facilities, and textbook and instructional materials, quarterly report (Third Quarter Jan.-Mar.); – Nicole Latimer, Director of Educational Services reported that during this quarter the District did not receive any complaints.

9.3.3 Summer Bridge Summer School Program, Nicole Latimer, Director of Educational Services gave a description of the program. She mentioned that this program is in addition to the normal programs that run during the summer. GLAD training will be provided to teachers who are willing to participate. This program should be fun while provide additional learning support.

9.3.4 Strategic Plans for Increasing Enrollment at Bates, Walnut Grove Elementary Schools and Riverview Middle School – Maria Elena Becerra, Bates Elementary, Principal, Carrie Norris, Walnut Grove Elementary, Principal and Marcy Rossi, Riverview Middle School, Principal. During the presentation given by Maria Elena Becerra, Bates Elementary School Principal introduced the idea of implementing a Dual Immersion Program. The benefits of this program will give the students the ability to speak, read and write fluently in both English and Spanish. Other benefits show increased level of academic achievement for all students enrolled in the program and improves cultural awareness of all cultures. It also shows to increase critical thinking. Ms. Becerra explained how she would implement this program at Bates Elementary School. She anticipates that providing this program will increase enrollment.

Mrs. Norris, Walnut Grove Elementary School, Principal provided a graph from CDE showing the history of enrollment at Walnut Grove Elementary School and that it has been gradually increasing each year since the drop in enrollment when the seventh and eighth grade students started attending Clarksburg Middle School. This grade level configuration change was from a K-8 school to a K-6. She explained what steps that have been taken to continue the efforts to increase enrollment and what is planned in the future. A plan for mitigating learning loss, academic strategies that have been implemented, school culture and new programs coming in the 2021-2022 school year such as the Pursue Path to the Seal of Biliteracy. The enrollment campaign has been successful, and she was excited to announce that she recently received several enrollment packets.

Mrs. Rossi, Riverview Middle School, Principal explained that enrollment was impacted with the housing developments. The District made the decision to keep the sixth-grade student at D.H. White Elementary School making room for the additional student brought in from the new developments. The COVID-19 Pandemic has had a big influence on enrollment and development projects. The anticipated growth has not materialized but should increase in time. Riverview Middle School's largest concern is student test scores with a large percentage of students in both English Language Arts (ELA) and Mathematics are not meeting state standards. Over the past few years, Riverview Middle School has implemented Focused Note Taking and the steps included in these strategies. Staff development has been provided for the teachers in Focused Note Taking. Mrs. Rossi was proud to announce that Riverview Middle School is the second

school in the District to become AVID Certified, with half of the teaching staff are AVID Certified. She mentioned that No Red Ink was also implemented in ELA. This program helps with writing and grammar. Number Talks and iXL has been implemented to help students in Math. Other AVID strategies and academic conversations will be used. Mrs. Rossi is most proud of the change in school culture. In 2019-2020 Riverview started using Positive Behavior Incentives and Support (PBIS) and another program Alternative Means of Correction. The suspension rate dropped dramatically and these strategies being used has made a difference in the students. Starting in the 2021-2022 school year, Riverview Middle School will be moving to a Block Schedule. Four classes will be offered in the Fall and four in the Spring. ELA and Math will be in both semesters allowing for double the amount of instruction in these areas.

- 9.3.5 Special Education Update – Tom Anderson, Director of Special Education supported the principals and their presentations. He mentioned that he has worked in other districts that offered Dual Immersion Programs and, if done correctly, they become a destination school and the District becomes a destination district. He noted that a good program takes a lot of work, takes time and is a building process. It is the opinion of Mr. Anderson that, if this program is done properly, many students from outside of the District will apply to be part of the program.

Mr. Anderson stated that Walnut Grove Elementary has a tremendous principal and a great community. When he is on the campus he is impressed and happy to be there.

Mr. Anderson stated that middle schools are a “unique beast”. It takes strategic planning to make them work properly. Riverview is in the beginning stages of a good strategic plan.

Mr. Anderson complimented Nicole Latimer for her hard work. He mentioned that he has worked with Vina Guzman in other districts. We are lucky to have her working with us.

This year the District is dealing with learning loss. In a normal year 20 days of Extended School Year (ESY) instruction is provided. He is meeting with other Directors of Special Education within the County and the SELPA’s attorney to make sure we cover all aspects to be legally compliant. He hopes to provide more information at the next Board meeting regarding ESY for special education students.

Mr. Anderson spoke of the social and emotional needs of the students. He hopes to bring information to the next meeting about an organization called Care Solace. Although they do not provide mental health services themselves, they help connect families with high quality mental health services. These services will be accessible for both district families and district employees.

- 9.4 River Delta Unified Teachers Association (RDUTA) Update – Marsha Montgomery, RDUTA President reported that the negotiation team is continuing to work on the contract that is two years out of date. The union is looking to elect a new Board, as several members will be stepping down next year. Mrs. Montgomery mentioned that they are all very happy to have the students back on campus; it makes the day much brighter.

- 9.5 California State Employees Association (CSEA) Chapter #319 Update – Melinda Barkman, CSEA President reported that the CSEA negotiation team was scheduled to meet with the District negotiation team. However, they had to postpone due to the reopening of school. He will be meeting in the next few days. They will be working contract language and the Return-to-Work MOU. She mentioned that everyone was happy to be back at school and seeing their friends.

10. **Consent Calendar:**

- 10.1 Approve Board Minutes
 - Regular Meeting of the Board – March 9, 2021
 - Special Meeting of the Board – March 23, 2021
- 10.2 Receive and Approve Monthly Personnel Report - As of April 13, 2021
- 10.3 District’s Monthly Expenditure Report
 - March 2021

- 10.4 Request to Consolidate the Bond Oversight Committees for Measure J and Measure K Relating to Oversight of Expenditures of Bond Proceeds – Katherine Wright, Superintendent
- 10.5 Request to approve the Leave of Absence for Donalda Surla, Bonnie Kauzlarich, Director of Personnel
- 10.6 Donations to Receive and Acknowledge:

Rio Vista High School – Incentive Fund

- | | |
|----------------------------|-----------------------------|
| Duncan and Julie McCormack | Ed and Linda MeMar |
| West Wind Mobile Home Park | Lira’s Supermarket |
| Ryan and Kelli Mahoney | Dole Tractor |
| Stewart Industrial Supply | Cheryl Wood |
| Kadee Moskaluk | John and Jonel LaMonte |
| Bill Mortimore | Jim and Shirley Lira |
| Linda Daveler | Danny and Delinda Bowers |
| John and DD Preston | Jake and Heather Slonski |
| John and Marie Krenecki | Wayne and Misty Fraser |
| Peter and Emily Gollinger | Page and Sara Baldwin |
| Sarah Donnelly | Bobby and Jenn Stone |
| Mike and Julie Griffin | Suzanne Cline |
| Spradling Construction | River Delta Wireless |
| The Dutra Group | Lira’s Supermarket |
| Delta Moose Family Center | Campbell’s Tree Service |
| Birds Landing LLC | Korth’s Pirates Lair Marina |
| Oxbow Marina | Windborn Church |
| Gornto Ditching | Brian Fonseca |

Bates Elementary School - Chromebooks

- Rotary Club of Walnut Grove - \$6,000

Riverview Middle School

- Beth Brockhouse - \$179.48

Member Stone recognized the donations and thanked them for their continued support.

Member Lamera asked to have the spelling of Principal Belair corrected on the March 9, 2021 Minutes. Riley moved to approve; *Member Lamera seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)*

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 Acknowledge the Meeting Summary/Points of Understanding and Call to Action from the Courtland Town Association – Katherine Wright, Superintendent

Member Lamera moved to approve, *Member Casillas seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)*

- 12. Request to approve Resolution #810 Authorizing the filing of documents under the State School Facility Program – Katherine Wright, Superintendent

Member Mahoney moved to approve, Member Apel seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)

- 13. Request the Board to award the contract for Programs and Construction Management Services Relating to Measure J and Measure K Improvement Projects to RGM Kramer. Inc.– Katherine Wright, Superintendent

Member Lamera moved to approve, Member Riley seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)

- 14. Request to approve the First 5 School Readiness Contract Extension for fiscal years 2021-2024 – Carrie Norris, Director of First 5 of Sacramento

Member Riley moved to approve, Member Lamera seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)

15. Request the Board's authorization for Superintendent Wright to review and approve on behalf of the Board the District Service Agreement (DSA) with Butte County Office of Education Migrant Education Region 2 for Migrant Services in RDUSD for the 2021-2022 school year – Nicole Latimer, Chief Educational Services Officer

Member Riley moved to approve, Member Casillas seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)

16. Request to approve the Elimination of the First 5 Secretary Position for the 2021-2022 School Year – Katherine Wright, Superintendent

Member Lamera moved to approve, Member Riley seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)

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 Apel seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays)

The meeting was adjourned at 10:06 pm

Submitted:

Approved:

Katherine Wright, Superintendent and
Secretary to the Board of Trustees

Marilyn Riley, Clerk, Board of Trustees

By: Jennifer Gaston, Recorder

End

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: May 11, 2021

Attachments: X

From: Bonnie Kauzlarich, Director of Personnel

Item Number: 10.2

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

SUBJECT:

Monthly Personnel Transaction Report

BACKGROUND:

STATUS:

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the Monthly Personnel Transaction Report as submitted

Time allocated: 2 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT
PERSONNEL TRANSACTION AND REPORT
DATE: May 11, 2021

NAME	SCHOOL OR DEPARTMENT	NEW OR CURRENT POSITION	TRANSACTION, EFFECTIVE AT
			*CLOSE OF THE DAY
			**BEGINNING OF THE DAY
ADMINISTRATIVE			
CERTIFICATED			
Janet Allen	D.H. White School	Teacher 1.0 FTE	Retiring effective *6/30/2021
Diane Francis	Riverview Middle School	Literacy/Learning Support 1.0 FTE	Resigning effective *6/4/2021
Anthony DePage	D.H. White School	SDC/ED Teacher 1.0 FTE	Resigning effective *6/30/2021
Keith Russell	Rio Vista High School	Woodshop/Eng. Teacher 1.0 FTE	Resigning effective *6/30/2021
CLASSIFIED MANAGEMENT			
CLASSIFIED			
Yesenia Camacho	Walnut Grove Elementary	Inst. Asst. III 5.5 hrs/day	Resigning effective *6/4/2021
Yesenia Camacho	Walnut Grove Elementary	Inst. Asst. I .25 hrs/day	Resigning effective *6/4/2021
Autumn Subers	Riverview Middle School	Inst. Asst. III 6.5 hrs/day	Resigned effective *5/7/2021
Jillian Bittle	D.H. White School	Inst. Asst. III 6.5 hrs/day	Resigned effective **5/4/2021
Joseph Diaz	D.H. White/Isleton Elem School	Senior Custodian 1.0 FTE	Hired Effective **5/10/2021 (Vice Jennifer Souza)
Refujio Camacho	Clarksburg Middle/Delta High	Senior Custodian 1.0 FTE	Hired Effective **5/10/2021 (Vice Joseph Diaz)

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 11, 2021

Attachments: X

From: Vina Guzman, Interim Chief Business Officer

Item Number: 10.3

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

SUBJECT:

Approve Monthly Expenditure Summary

BACKGROUND:

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

STATUS:

PRESENTER:

Vina Guzman, Interim 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: Wed, May 05, 2021, 4:22 PM

RVHS COVID SUPPLIES

04/15/2021 21399050 PO-210826

94.56 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015146 BATTERIES PLUS BULBS 557 CONTRA COSTA BLVD PLEASANT HILL, CA 94523 (925) 687-2600 N	493.02	P36472254 MAINT SUPPLIES	04/13/2021	21398301 PV-210574	493.02	N
012147 BECERRA, LUCIA P.O. BOX 64 RYDE, CA 95680 (0) - 0 N	189.21	ASP SUPPLIES/MILEAGE ASP SUPPLIES/MILEAGE ASP SUPPLIES/MILEAGE ASP SUPPLIES/MILEAGE ASP SUPPLIES/MILEAGE ASP SUPPLIES/MILEAGE	04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021	21399701 TC-210078 21399701 TC-210078 21399701 TC-210078 21399701 TC-210078 21399701 TC-210078 21399701 TC-210078	41.42 41.42 41.42 21.65 21.65 21.65	N N N N N N
013642 BLACK POINT ENVIRONMENTAL INC 930 SHILOH RD BLDG 40F WINDSOR, CA 95492 N	1,677.59	2001 PROJ #247 146 MAGNOLIA	04/20/2021	21399693 PV-210586	1,677.59	N
015095 BRIOSO, TRINIDAD 9674 JAN MARIE WAY ELK GROVE, CA 95624 (209) 625-7663 N	88.48	SP ED MILEAGE	04/13/2021	21398312 TC-210074	88.48	N
014614 BUCKMASTER 1801 TRIBUTE ROAD SACRAMENTO, CA 95815 (916) 923-0500 N	356.28	409639 CMS SERV CONTRACT 410397/407950/409580 DHS CNTRT	04/13/2021 04/13/2021	21398280 PO-210250 21398280 PO-210255	78.82 277.46	N N
012497 BUSWEST 21107 CHICO STREET CARSON, CA 90745 (209) 531-3928 N	994.97	102011 TRANS SUPPLIES	04/08/2021	21397891 PO-210047	994.97	N
003681 CALIFORNIA AMERICAN WATER	579.71	ISLE WATER	04/08/2021	21397902 PV-210557	228.79	N

P.O. BOX 7150
PASADENA, CA 91109-7150

ISLE WATER
ISLE WATER SERV

04/08/2021 21397902 PV-210557
04/13/2021 21398302 PV-210576

216.13 N
134.79 N

(888) 237-1333

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012079 CALIFORNIA CLEAR BOTTLED P.O. BOX 981 14410 W.G. THORNTON RD WALNUT GROVE, CA 95690 (916) 776-1544 Y	125.20	ZRI003 DO DRINKING WATER	04/08/2021	21397903 PV-210558	125.20	7
012268 CALIFORNIA WASTE RECOVERY SYSTEMS 175 ENTERPRISE CT STE #A GALT, CA 95632-9047 (209) 369-6887 N	1,213.01	ISLE WASTE SERVICE	04/13/2021	21398303 PV-210575	1,213.01	N
011734 CALIFORNIA WELDING SUPPLY CO P.O. BOX 567 817 S CENTER STREET STOCKTON, CA 95201 (209) 466-8604 N	1,383.89	827329 RVHS AG WELDERS 827329 RVHS AG WELDERS	04/20/2021 04/20/2021	21399686 PO-210761 21399686 PO-210761	691.95 691.94	N N
010576 CAMACHO, REFUJIO 200 PRIMASING AVE P.O. BOX 553 COURTLAND, CA 95615 (0) - 0 N	103.04	WG MILEAGE WG MILEAGE	04/13/2021 04/13/2021	21398313 TC-210075 21398313 TC-210075	67.20 35.84	N N
011595 CAPITAL AUTISM SERVICES 6400 FREEPORT BLVD SACRAMENTO, CA 95822 (916) 923-1789 Y KADIANT LLC	3,644.13	3406036 SP ED NPS DUES	04/13/2021	21398287 PO-210418	3,644.13	N
014547 CASEY, NICHOLAS 2318 Windy Springs LN BRENTWOOD, CA 94513 (0) - 0 N	344.35	DHW SUPPLIES WIND RIVER SUPPLIES	04/29/2021 04/29/2021	21401328 PO-210264 21401338 PO-210907	65.22 279.13	N N

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	550.00	49153 ANNUAL FEE 49354 DOT DRUG TESTING 48956 DOT DRUG TESTING	04/20/2021 04/20/2021 04/20/2021	21399694 PV-210587 21399694 PV-210587 21399694 PV-210587	150.00 167.00 233.00	N N N
003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251 (0) - 0	1,790.49	MOKE WASTE SERVICE WG WASTE SERVICE BATES WASTE SERVICE TRANS WASTE SERVICE	04/13/2021 04/13/2021 04/13/2021 04/13/2021	21398304 PV-210577 21398304 PV-210577 21398304 PV-210577 21398304 PV-210577	81.99 944.10 627.71 136.69	N N N N
015002 CERVANTES, DANNY PO BOX 626 WALNUT GROVE, CA 95690 (0) - 0	54.60	CUST MILEAGE	04/13/2021	21398314 TC-210076	54.60	N
000201 CITY OF ISLETON P.O. BOX 716 101 SECOND STREET ISLETON, CA 95641 (916) 777-7770	411.05	84291 ISLE SEWER	04/08/2021	21397892 PO-210004	411.05	N
000077 CITY OF RIO VISTA 1 MAIN STREET RIO VISTA, CA 94571 (0) - 0 9	6,035.82	DO SEWER RVHS WATER DHW WATER RMS WATER DO WATER RVHS SEWER DHW SEWER RMS SEWER	04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021	21399695 PV-210588 21399695 PV-210588 21399695 PV-210588 21399695 PV-210588 21399695 PV-210588 21399695 PV-210588 21399695 PV-210588 21399695 PV-210588	39.63 2,626.84 1,175.88 514.73 176.36 716.51 372.91 412.96	N N N N N N N N
014088 CLINE, SUZANNE 540 S. 3RD STREET RIO VISTA, CA 94571	236.92	ISLE PRESCL SUPPLIES ISLE PRSCHL SUPPLIES	04/13/2021 04/22/2021	21398300 PO-210543 21400126 PO-210782	74.51 162.41	N N

(0) - 0 N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014215 CONTERRA ULTRA BROADBAND PO BOX 281357 ATLANTA, GA 30384-1357	1,825.80	48463 DW NETWORK 48463 DW NETWORK	04/08/2021 04/08/2021	21397904 PV-210559 21397904 PV-210559	15,207.16 17,032.96	N N
(704) 936-1722						N
013876 DATAPATH PO BOX 396009 SAN FRANCISCO, CA 94139	148,192.27	150474 DW IT SERVICES 150474 DW IT SERVICES 150474 DW IT SERVICES 150474 DW IT SERVICES 150474 DW IT SERVICES 150521 269 CHRMBKS 150393 LAPTOP SET UP 150595 CLOUD DEPLYMNT/2 150787 WG CHROMEBOOKS 150786 WG CHROMEBOOKS 150786 WG CHROMEBOOKS 150609 ED SV CHROMEBOOKS 150749 LABOR ARUBA SWITCHING 150605/150604 CLOUDPATH 150742 CORTEX ENDPOINT PRTCTN 150720 RMS SURFACE PRO 150726 RMS LAPTOP	04/08/2021 04/08/2021 04/08/2021 04/08/2021 04/08/2021 04/08/2021 04/08/2021 04/15/2021 04/29/2021 04/29/2021 04/29/2021 04/29/2021 04/29/2021 04/29/2021 04/29/2021 04/29/2021 04/29/2021 04/29/2021 04/29/2021	21397893 PO-210008 21397893 PO-210008 21397893 PO-210008 21397893 PO-210008 21397900 PO-210008 21397883 PO-210291 21397883 PO-210291 21399046 PO-210584 21401321 PO-210114 21401321 PO-210206 21401321 PO-210206 21401321 PO-210244 21401321 PO-210451 21401321 PO-210584 21401321 PO-210660 21401321 PO-210770 21401321 PO-210830	11,236.16 118.25 118.25 118.25 236.58 72,036.52 5,400.00 16,905.70 8,909.37 11,473.00 3,523.45 8,569.40 2,800.00 2,400.00 2,160.00 1,219.27 968.07	N N N N N N N N N N N N N N N N N N N
(888) 693-2827						N
013722 DE LAGE LANDEN PUBLIC FINANCE 1111 OLD EAGLE SCHOOL ROAD WAYNE, PA 19087	2,025.09	71857148 DO SAVIN LEASE 71857148 DO SAVIN LEASE 72067421 ED SV SAVIN LEASE 71915797 BATES LEASE 71915797 MOKE LEASE 71915797 CDS LEASE 71915797 MOKE LEASE 72147600 BUS OFF SAVIN LEASE 72155054 WG LEASE 72155084 F5 LEASE 25401570 BATES LEASE	04/13/2021 04/13/2021 04/13/2021 04/13/2021 04/13/2021 04/13/2021 04/13/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021	21398281 PO-210007 21398281 PO-210007 21398281 PO-210043 21398279 PO-210119 21398279 PO-210119 21398279 PO-210119 21398279 PO-210119 21399688 PO-210006 21399688 PO-210203 21399688 PO-210269 21399696 PV-210589	554.66 240.00 188.62 121.09 26.64 205.45 20.18 168.10 167.01 82.31 251.03	N N N N N N N N N N N
(800) 736-0220						N
002819 DELTA CARE DEPT #0170 LOS ANGELES, CA 90084-0170	46.98	APRIL 2021 RETIREE PREMIUMS	04/08/2021	21397905 PV-210560	46.98	N
(0) - 0						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012807 DELTA ELEMENTARY CHARTER SCHOOL 36230 N SCHOOL ST CLARKSBURG, CA 95612 (916) 995-1335 N	170,015.00	APRIL TAX IN LIEU	04/08/2021	21397906 PV-210561	170,015.00	N
013446 DEPARTMENT OF INDUSTRIAL OCCUPATIONAL SAFETY & HEALTH 2424 ARDEN WAY, SUITE 320 SACRAMENTO, CA 95825 (916) 263-2830 N STATE OF CALIF	125.00	E1792116 SA INSPECTION FEE	04/20/2021	21399697 PV-210593	125.00	N
014067 DISCOVERY OFFICE SYSTEMS 1269 CORPORATE CENTER PARKWAY SANTA ROSA, CA 95407 (707) 570-1000 N	222.30	55E1615681 BATES MAINT AGRMNT 55E1617160 ISLE COPIER CONTRCT	04/13/2021 04/20/2021	21398282 PO-210120 21399689 PO-210707	41.06 181.24	N N
014931 DUDE SOLUTIONS PO BOX 936580 ATLANTA, GA 31193 (877) 868-3833 N	2,509.61	88849 MAINT ORDER SYSTEM	04/29/2021	21401341 PV-210598	2,509.61	N
010469 E.F. KLUDT & SONS INC P.O. BOX 166 LODI, CA 95241-0166 (0) - 0 N	6,322.84	275833 TRANS FUEL 276436/276373 TRANS FUEL	04/08/2021 04/29/2021	21397894 PO-210059 21401329 PO-210059	2,571.78 3,751.06	N N
015152 ELEGANT MOBILE EVENTS 1300 LARKSPUT DR ROCKLIN, CA 95765 (0) - 0 Y MICHAEL BOWNS	2,850.00	20210409 RVHS PROM SERVICES	04/20/2021	21399687 PO-210885	2,850.00	Y

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013121 FASTRAK VIOLATION PROCESSING DEPARTMENT P.O. BOX 26925 SAN FRANCISCO, CA 94126-6925	6.00	I712151902397 FASTRAK TOLL FEE	04/08/2021	21397907 PV-210562	6.00	N
(0) - 0						N
013913 FLORAL FRESH 1127 FEE DRIVE SACRAMENTO, CA 95815	248.55	951992/951668 DHS AG SUPPLIES	04/13/2021	21398283 PO-210467	124.27	N
		951992/951668 DHS AG SUPPLIES	04/13/2021	21398283 PO-210467	124.28	N
(916) 504-3591						N
011339 FRONTIER COMMUNICATIONS CORPORATION THREE HIGH RIDGE PARK STAMFORD, CT 06905	4,821.00	RVHS ALARM	04/13/2021	21398305 PV-210578	134.12	N
		DO	04/13/2021	21398305 PV-210578	1,100.22	N
		RMS	04/13/2021	21398305 PV-210578	98.24	N
		RMS	04/13/2021	21398305 PV-210578	103.50	N
		RMS EMERG	04/13/2021	21398305 PV-210578	88.55	N
		DHW	04/13/2021	21398305 PV-210578	155.32	N
		RVHS EMERG	04/13/2021	21398305 PV-210578	88.55	N
		MOKE	04/13/2021	21398305 PV-210578	72.09	N
		RVHS	04/13/2021	21398305 PV-210578	55.54	N
		DHS EMERG	04/13/2021	21398305 PV-210578	88.55	N
		RMS	04/13/2021	21398305 PV-210578	281.52	N
		WG	04/13/2021	21398305 PV-210578	88.55	N
		WG EMERG	04/13/2021	21398305 PV-210578	72.09	N
		BATES EMERG	04/13/2021	21398305 PV-210578	61.16	N
		CMS	04/13/2021	21398305 PV-210578	72.09	N
		CMS EMERG	04/13/2021	21398305 PV-210578	107.21	N
		DHS ALARM	04/13/2021	21398305 PV-210578	72.09	N
		MAINT	04/13/2021	21398305 PV-210578	72.36	N
		RMS	04/13/2021	21398305 PV-210578	128.26	N
		DHW EMERG	04/13/2021	21398305 PV-210578	130.26	N
		MAINT	04/13/2021	21398305 PV-210578	240.60	N
		ISLE ALARM	04/13/2021	21398305 PV-210578	88.55	N
		WG ALARM	04/13/2021	21398305 PV-210578	101.76	N
		RVHS	04/13/2021	21398305 PV-210578	187.88	N
		BATES ALARM	04/13/2021	21398305 PV-210578	88.55	N
		TRANS ALARM	04/13/2021	21398305 PV-210578	46.89	N
		MOKE ALARM	04/13/2021	21398305 PV-210578	53.18	N
		ISLE EMERG	04/13/2021	21398305 PV-210578	72.09	N
		TRANS	04/13/2021	21398305 PV-210578	134.12	N

TRANS	04/13/2021	21398305	PV-210578	98.24	N
MAINT	04/13/2021	21398305	PV-210578	116.26	N
ISLE	04/13/2021	21398305	PV-210578	169.36	N
ISLE	04/13/2021	21398305	PV-210578	42.03	N
CMS ALARM	04/13/2021	21398305	PV-210578	88.55	N
DO	04/13/2021	21398305	PV-210578	88.55	N
DHW ALARM	04/13/2021	21398305	PV-210578	134.12	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003905 GASTON, JENNIFER 329 SACRAMENTO ST RIO VISTA, CA 94571	19.96	REIMB SUPPLIES	04/08/2021	21397895 PO-210016	19.96	N
(0) - 0						N
014828 GASTON, KEN 329 SACRAMENTO STREET RIO VISTA, CA 94571	537.86	MAINT SUPPLIES	04/29/2021	21401330 PO-210079	537.86	N
(0) - 0						N
003111 GOVERNMENT FINANCIAL STRATEGIES INC. 1228 N STREET, SUITE 13 SACRAMENTO, CA 95814-5609	2,479.44	1323885 GIBBS RANCH DEVL 1323884 CFD #1 13238583 MEASURE J & K	04/13/2021 04/13/2021 04/13/2021	21398306 PV-210579 21398306 PV-210579 21398306 PV-210579	112.50 229.44 2,137.50	N N N
(916) 444-5100						N
014573 GREAT AMERICA FINANCIAL SVCS PO BOX 660831 DALLAS, TX 75266-0831	309.95	29164944 CMS LEASE	04/29/2021	21401331 PO-210325	309.95	N
(877) 311-4422						N
000711 GROW WEST PARTS 14301 RAILROAD AVE WALNUT GROVE, CA 95690-	99.03	13112 MAINT SUPPLIES	04/08/2021	21397908 PV-210563	99.03	N
(916) 776-1744		N THE LYMAN GROU				
014868 HALL, SARA PO BOX 9586 TRUCKEE, CA 96162	3,800.00	ED SV BEHAV ASSMNTS	04/08/2021	21397896 PO-210211	3,800.00	Y
(916) 640-3533						Y
014500 HAND IN HAND THERAPEUTICS	2,183.33	SP ED OCC THERAPY W/E 3/26	04/08/2021	21397897 PO-210311	625.00	Y

214 ELMWOOD AVE
MODESTO, CA 95354

SP ED OCC THERAPY W/E 4/23

04/29/2021 21401332 PO-210311

1,558.33 Y

(209) 604-8533

Y WAYNE STEVENSO

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	2,202.18	MAINT SUPPLIES	04/13/2021	21398284 PO-210073	1,926.29	N
		DHS AG SUPPLIES	04/13/2021	21398284 PO-210468	129.55	N
		DHS AG SUPPLIES	04/13/2021	21398284 PO-210468	129.54	N
		RVHS AG SUPPLIES	04/13/2021	21398284 PO-210703	8.40	N
		RVHS AG SUPPLIES	04/13/2021	21398284 PO-210703	8.40	N
(0) - 0 N						
013947 HOME DEPOT PRO PO BOX 742056 LOS ANGELES, CA 90074-2056	1,802.02	60814671 CMS SUPPLIES	04/13/2021	21398285 PO-210601	142.94	N
		608144689 DHS SUPPLIES	04/13/2021	21398285 PO-210601	105.34	N
		608144697 RVHS SUPPLIES	04/13/2021	21398285 PO-210601	484.52	N
		608322525 DHS SUPPLIES	04/13/2021	21398285 PO-210601	16.71	N
(877) 577-1114 N		608144708 RMS SUPPLIES	04/13/2021	21398285 PO-210601	400.25	N
		609834197 COVID SUPPLIES	04/20/2021	21399698 PV-210590	280.99	N
		609912514 COVID SUPPLIES	04/20/2021	21399698 PV-210590	75.39	N
		610113383 COVID SUPPLIES	04/20/2021	21399698 PV-210590	252.95	N
		609834189 COVID SUPPLIES	04/20/2021	21399698 PV-210590	12.54	N
		610113391 COVID SUPPLIES	04/20/2021	21399698 PV-210590	30.39	N
012272 HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY 222 BERKELEY STREET BOSTON, MA 02116	73.92	955147039 ED SV BOOKS	04/08/2021	21397884 PO-210786	73.92	N
(800) 225-5425 N						
014496 IDENT-A-KID SERVICES 1780 102ND AVE NORTH STE 100 ST. PETERSBURG, FL 33716	760.00	117685 DHW LICENSE	04/29/2021	21401322 PO-210863	340.00	N
		117685 DHW SUPPLIES	04/29/2021	21401322 PO-210863	420.00	N
(800) 890-1000 N						
000215 INDEPENDENT COPY SERVICE 155 DELTA WAY RIO VISTA, CA 94571	1,580.00	RMS KM2035DN CNTRCT RENEWAL	04/08/2021	21397885 PO-210131	1,580.00	Y
(916) 743-2699 Y MIKE KENNEDY						
011917 INDOFF 11816 LACKLAND AVENUE	2,932.66	3433853 ED SV CTE FURNITRE	04/15/2021	21399044 PO-210534	2,932.66	N

ST. LOUIS, MO 63146-4206

(707) 374-4037

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	985.72	1885950 RVHS LEASE AGMNT 1885950 RVHS LEASE AGMNT 1885950 RVHS MAINT AGRMNT 1911999 DHW PRINTER CONTRACT	04/13/2021 04/13/2021 04/13/2021 04/29/2021	21398286 PO-210097 21398286 PO-210097 21398286 PO-210099 21401333 PO-210272	135.16 135.15 212.63 502.78	N N N N
014955 JOHNSON CONTRLS DEPT. CH 10320 PALATINE, IL 60055-0320 (0) - 0	6,456.82	87616428 ISLE FIRE PROTECTION 87611716 DHW FIRE PROTECTION	04/08/2021 04/08/2021	21397909 PV-210564 21397909 PV-210564	2,900.81 3,556.01	N N
003915 JOSTENS INC 21336 NETWORK PLACE CHICAGO, IL 60673-1213 (800) 413-3857	419.08	1003559 DHS DIPLOMAS	04/29/2021	21401323 PO-210842	419.08	N
011311 LA RUE COMMUNICATIONS 521 E. MINER AVE STOCKTON, CA 95202 (209) 463-1900	330.00	8427 TRANS UHF SERVICE	04/13/2021	21398288 PO-210057	330.00	7
013206 LOWE'S 8369 POWER INN ROAD ELK GROVE, CA 95624-3464 (866) 232-7443	915.99	MAINT SUPPLIES	04/13/2021	21398289 PO-210074	915.99	N
014487 MARI INC. PO BOX 60726 PASADENA, CA 91116 (800) 955-9494	595.01	106937 ISLE SUPPLIES	04/29/2021	21401324 PO-210857	595.01	N
014144 MARTINEZ, SANDRA PO BOX 298	416.58	F5 SUPPLIES STALEDATE # 99617065	04/22/2021 04/22/2021	21400119 PO-210361 21400119 TC-210085	64.63 351.95	N N

ISLETON, CA 95641

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014107 MCCARTY, MELADEE 9217 VERVAIN WAY SACRAMENTO, CA 95829-8733 (209) 601-2940	800.00	SP ED PROF SERV	04/13/2021	21398290 PO-210192	800.00	Y
011392 MCGRAW HILL SCHOOL PUBLISHING 220 E DANIELDALE ROAD DESOTO, TX 75115 (614) 755-4151	1,502.65	117327552001 ED SV BOOKS	04/08/2021	21397890 PO-210785	1,502.65	N
015147 MICHAEL'S TRANSPORTATION SERV 2029 BENNINGTON DRIVE VALLEJO, CA 94591 (707) 644-1219	6,900.00	114631 TRANS BUS DRIVER 114651 TRANS BUS DRIVER 114623 TRANS BUS DRIVER 114681 TRANS BUS DRIVER	04/08/2021 04/15/2021 04/20/2021 04/22/2021	21397898 PO-210807 21399047 PO-210807 21399690 PO-210807 21400120 PO-210807	1,380.00 1,380.00 2,300.00 1,840.00	N N N N
014990 MINDSPEAKER PRINTING 6604 CASTRO VERDE WAY ELK GROVE, CA 95757 (707) 321-9425	705.25	RV021 RVHS TSHIRTS	04/15/2021	21399045 PO-210845	705.25	N
012837 MOBILE MODULAR 5700 LAS POSITAS ROAD LIVERMORE, CA 94551 (925) 606-9000	595.00	2135950 MODULAR LEASE	04/20/2021	21399700 PV-210592	595.00	N
014975 NEWSELA 620 8TH AVENUE 21ST FLOOR NEW YORK, NY 10018 (0) - 0	3,300.00	DHS/SP ED LICENSES	04/08/2021	21397886 PO-210784	3,300.00	N
013877 NORRIS, CARRIE 4833 STEPPE COURT ELK GROVE, CA 95757	496.71	WG PRINT JOB	04/08/2021	21397887 PO-210824	496.71	N

(0) - 0 N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013692 PATIN, ANGELA 633 MADERE STREET RIO VISTA, CA 94571 (707) 628-4406 N	87.36	NURSE MILEAGE	04/13/2021	21398315 TC-210077	87.36	N
014420 PIZZA FACTORY WALNUT GROVE 14127 RIVER ROAD WALNUT GROVE, CA 95690 (0) - 0 N	196.67	3086 ED SV SUPPLIES	04/13/2021	21398291 PO-210037	196.67	N
015081 PLUMMER, RENEE 2072 PRAIRIE VIEW LANE LINCOLN, CA 95648 (0) - 0 Y	600.00	2102 MAINT EVAL FOR DRIVERS	04/08/2021	21397888 PO-210232	600.00	Y
013554 POINT QUEST 6600 44TH STREET SACRAMENTO, CA 95823 (916) 422-0571 N	23,116.00	735488/735475/735460 SP ED NPS 1285/1294 SP ED INST ASSTS	04/13/2021 04/13/2021	21398292 PO-210388 21398292 PO-210389	7,117.00 15,999.00	N N
015121 PRESTON, JOHN 95 HIGHLAND DR. RIO VISTA, CA 94571 (707) 590-0012 N	67.66	MAINT SUPPLIES	04/22/2021	21400121 TC-210082	67.66	N
012857 PRISTINE REHAB CARE 706 N. DIAMOND BAR BLVD STE #B DIAMOND BAR, CA 91765 (317) 371-3866 Y	27,788.80	7332/7331/7330 SP ED SP THERPY	04/13/2021	21398293 PO-210303	27,788.80	7
014235 PROJECT LEAD THE WAY 3939 PRIORITY WAY S. DR. #400	3,200.00	233159 ENGINEERING SFTWR	04/29/2021	21401342 PV-210597	3,200.00	N

INDIANAPOLIS, IN 46240

(317) 669-0200

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015160 QUEZADA'S TACOS 774 ISABELLA WAY FAIRFIELD, CA 94533 (0) - 0 N	420.00	DHW SUPPLIES	04/29/2021	21401326 PO-210949	420.00	N
013993 REFRIGERATION SUPPLIES DISTRIBUTOR 26021 ATLANTIC OCEAN DRIVE LAKE FORREST, CA 92630 (916) 369-0203 N	1,205.11	37300 MAINT SUPPLIES	04/13/2021	21398307 PV-210580	1,205.11	N
000193 RIO VISTA ACE HARDWARE 506 STATE HIGHWAY 12 RIO VISTA, CA 94571 (0) - 0 N	122.22	270676 MAINT SUPPLIES	04/13/2021	21398294 PO-210045	122.22	N
014859 RIO VISTA BAKERY & CAFE 150 MAIN STREET RIO VISTA, CA 94571 (707) 374-3844 N	102.85	RVHS SUPPLIES RVHS SUPPLIES	04/15/2021 04/20/2021	21399048 PO-210108 21399691 PO-210108	57.14 45.71	N N
000313 RIO VISTA CARE 125 SACRAMENTO STREET P.O. BOX 576 RIO VISTA, CA 94571 (0) - 0 N	5,000.00	SP ED COUNSELING SERV	04/29/2021	21401325 PO-210212	5,000.00	N
010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607 (0) - 0 N	127.62	DO WASTE SERVICE	04/08/2021	21397910 PV-210565	127.62	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011167 ROCHESTER 100 INC 40 JEFFERSON RD ROCHESTER, NY 14623 (585) 475-0200	337.50	74613 ISLE SUPPLIES	04/08/2021	21397889 PO-210781	337.50	N
014672 RODARTE DE MENA, LIZETH PO BOX 436 CLARKSBURG, CA 95612 (0) - 0	14.61	CAFE MILEAGE	04/20/2021	21399703 TC-210080	14.61	N
015014 ROGUE 545 E 5TH AVENUE COLUMBUS, OH 43201 (614) 358-6190	6,100.92	8451054 RVHS WEIGHTS	04/22/2021	21400122 PO-210951	6,100.92	N
		N COULTER VENTUR				
014784 ROMAN, ANA 120 TAHOE RIO VISTA, CA 94571 (0) - 0	34.55	SP ED MILEAGE	04/20/2021	21399702 TC-210079	34.55	N
014117 RUDERMAN & KNOX 1300 NATIONAL DRIVE SUITE 120 SACRAMENTO, CA 95834 (916) 563-0100	5,000.00	SP ED ATTY FEES	04/15/2021	21399049 PV-210585	5,000.00	Y
014568 RUSSELL, KEITH 2435 ST. MORITZ DRIVE LODI, CA 95242 (0) - 0	500.00	STALEDATED # 991371921	04/22/2021	21400123 TC-210083	500.00	N
000095 S M U D	7,659.55	BATES	04/08/2021	21397911 PV-210566	28.94	N

P.O. BOX 15555
SACRAMENTO, CA 95852

(0) - 0 N

WG	04/13/2021	21398308	PV-210581	3,620.10	N
WG	04/13/2021	21398308	PV-210581	623.49	N
WG	04/13/2021	21398308	PV-210581	27.69	N
BATES	04/13/2021	21398308	PV-210581	2,933.86	N
BATES	04/13/2021	21398308	PV-210581	310.43	N
TRANS	04/13/2021	21398308	PV-210581	101.19	N
TRANS	04/13/2021	21398308	PV-210581	13.85	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000090 SACRAMENTO COUNTY UTILITIES 9700 GOETHE ROAD SUITE C SACRAMENTO, CA 95827	113.69	MOKE SEWER	04/13/2021	21398309 PV-210582	113.69	N
(0) - 0						N
003318 SCHOOL SPECIALTY INC W6316 DESIGN DRIVE GREENVILLE, WI 54942	44.54	208127145016 DHS SUPPLIES	04/13/2021	21398295 PO-210246	44.54	N
(0) - 0						N
000316 SCHOOLS INSURANCE AUTHORITY P.O. BOX 276710 SACRAMENTO, CA 95827-6710	717.50	EAP-042021.14 EMP ASST PRGM EAP-042021.14 EMP ASST PRGM	04/08/2021 04/08/2021	21397912 PV-210569 21397912 PV-210569	351.58 365.92	N N
(0) - 0						N
000055 SIA DELTA DENTAL P.O. BOX 276710 SACRAMENTO, CA 95827-6710	4,123.37	APRIL 2021 PREMIUMS APRIL 2021 PREMIUMS APRIL 2021 PREMIUMS	04/08/2021 04/08/2021 04/08/2021	21397913 PV-210567 21397913 PV-210567 21397913 PV-210567	189.42 1,441.24 2,492.71	N N N
(0) - 0						N
000056 SIA VISION SERVICE P.O. BOX 276710 SACRAMENTO, CA 95827-6710	807.52	APRIL 2021 PREMIUMS APRIL 2021 PREMIUMS APRIL 2021 PREMIUMS	04/08/2021 04/08/2021 04/08/2021	21397914 PV-210568 21397914 PV-210568 21397914 PV-210568	57.68 461.44 288.40	N N N
(0) - 0						N
014841 SOROPTIMIST OF RIO VISTA CLUB #115224 PO BOX 152 RIO VISTA, CA 94571	155.00	K WRIGHT DUES	04/08/2021	21397915 PV-210570	155.00	N
(0) - 0						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011563 SPEARS, SHANAN 10684 BECLAN DRIVE RANCHO CORDOVA, CA 95670	144.00	DHS AG SUPPLIES DHS AG SUPPLIES	04/29/2021 04/29/2021	21401334 PO-210328 21401334 PO-210328	72.00 72.00	N N
(916) 744-1011						N
014069 STAPLES ADVANTAGE 500 STAPLES DRIVE FRAMINGHAM, MA 01702	606.94	3473679323 SUPT/BRD SUPPLIES 3472877456 ED SV SUPPLIES	04/13/2021 04/13/2021	21398296 PO-210015 21398296 PO-210040	508.07 98.87	N N
(0) - 0		N STAPLES CONTRA				
013400 STATE BOARD OF EQUALIZATION PO BOX 942879 SACRAMENTO, CA 94279-8044	294.00	JAN-MARCH 2021 SALES USE TAX	04/29/2021	21401339 PV-210595	294.00	N
(0) - 0						N
013401 STATE BOARD OF EQUALIZATION FUEL TAXES DIVISION PO BOX 942879 SACRAMENTO, CA 94279-6155	15.00	JAN-MAR 2021 FUEL TAX	04/29/2021	21401340 PV-210596	15.00	N
(916) 322-9669						N
000096 STEWART INDUSTRIAL SUPPLY INC 608 HWY 12 RIO VISTA, CA 94571	1,048.58	23100 TRANS SUPPLIES	04/13/2021	21398297 PO-210715	1,048.58	N
(707) 374-5567						N
014675 TALLEY, ELAINE 6 PARKSIDE DR DAVIS, CA 95616	585.00	202120 SP ED PROF SERV	04/08/2021	21397899 PO-210193	585.00	Y
(530) 304-0090						Y
014873 TPX COMMUNICATIONS	2,867.35	DO	04/13/2021	21398310 PV-210583	310.66	N

PO BOX 509013
SAN DIEGO, CA 92150-9013

DHS
RVHS

04/13/2021	21398310	PV-210583	1,262.58	N
04/13/2021	21398310	PV-210583	1,294.11	N

(877) 487-2877 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
001300 TURK, VICKY 936 FLORES WAY RIO VISTA, CA 94571	1,318.14	RVHS SUPPLIES RVHS SUPPLIES	04/13/2021 04/29/2021	21398298 PO-210764 21401335 PO-210764	864.05 454.09	N N
(0) - 0						N
012694 U.S. BANK 221 SOUTH FIGUEROA ST, STE 210 LM-CA-F2TC LOS ANGELES, CA 90012	10,981.19	APRIL 2021 GASB 75	04/08/2021	21397917 PV-210572	10,981.19	N
(0) - 0						N
001896 UNITED PARCEL SERVICE INC 55 GLENLAKE PARKWAY NE ATLANTA, GA 30328	96.70	DO SHIPPING DO SHIPPING	04/08/2021 04/08/2021	21397916 PV-210571 21397916 PV-210571	49.66 47.04	N N
(0) - 0						N
013419 US BANK NATIONAL ASSOCIATION 1310 MADRID ST SUITE 101 MARSHALL, MN 56258	603.71	440680056 DHW LEASE	04/20/2021	21399692 PO-210278	603.71	N
(800) 328-5371						N
010907 VAN RIPER, CHARLES 673 4TH AVENUE STREET SACRAMENTO, CA 95818	29.24	DHS AG SUPPLIES DHS AG SUPPLIES	04/29/2021 04/29/2021	21401336 PO-210329 21401336 PO-210329	14.62 14.62	N N
(0) - 0						N
013997 VERIZON WIRELESS ONE VERIZON PLACE ALPHARETTA, GA 30004	6,081.36	BATES ADMIN TRANS DHS SFTY RVHS SFTY	04/22/2021 04/22/2021 04/22/2021 04/22/2021	21400124 PV-210594 21400124 PV-210594 21400124 PV-210594 21400124 PV-210594	51.04 525.71 .53 51.04	7 7 7 7
() -		Y VERIZON WIRELE	04/22/2021	21400124 PV-210594	.53	7
		DHW SFTY	04/22/2021	21400124 PV-210594	.53	7
		DHS CUST	04/22/2021	21400124 PV-210594	102.08	7
		ISLE CUST	04/22/2021	21400124 PV-210594	51.04	7

DHW CUST	04/22/2021	21400124	PV-210594	102.08	7
RMS CUST	04/22/2021	21400124	PV-210594	51.76	7
ASP	04/22/2021	21400124	PV-210594	68.05	7
ISLE SFTY	04/22/2021	21400124	PV-210594	.53	7
ASP	04/22/2021	21400124	PV-210594	68.04	7
ED SV	04/22/2021	21400124	PV-210594	51.04	7
WG SFTY	04/22/2021	21400124	PV-210594	.53	7

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099

013997 VERIZON WIRELES (Continued...)		ISLE ADMIN	04/22/2021	21400124 PV-210594	51.04	7
		DO SFTY	04/22/2021	21400124 PV-210594	42.87	7
		NURSES	04/22/2021	21400124 PV-210594	237.29	7
		ASP	04/22/2021	21400124 PV-210594	68.50	7
		CMS CUST	04/22/2021	21400124 PV-210594	51.04	7
		BATES CUST	04/22/2021	21400124 PV-210594	102.08	7
		WG CUST	04/22/2021	21400124 PV-210594	51.04	7
		GARDENERS	04/22/2021	21400124 PV-210594	102.08	7
		RVHS CUST	04/22/2021	21400124 PV-210594	204.16	7
		TRANS	04/22/2021	21400124 PV-210594	133.18	7
		MAINT	04/22/2021	21400124 PV-210594	280.72	7
		SP ED	04/22/2021	21400124 PV-210594	204.16	7
		OPERATIONS	04/22/2021	21400124 PV-210594	10.48	7
		DHW ADMIN	04/22/2021	21400124 PV-210594	102.08	7
		RMS ADMIN	04/22/2021	21400124 PV-210594	61.04	7
		CTF CREDITS	04/22/2021	21400124 PV-210594	2,805.91	7
		HOTSPOTS	04/22/2021	21400124 PV-210594	5,601.69	7
		RMS SFTY	04/22/2021	21400124 PV-210594	.53	7
		RVHS ADMIN	04/22/2021	21400124 PV-210594	153.12	7
		DHS ADMIN	04/22/2021	21400124 PV-210594	50.97	7
		COUNSELORS	04/22/2021	21400124 PV-210594	153.12	7
		ED SV	04/22/2021	21400124 PV-210594	102.08	7

015148 VISIPLEX INC.	1,509.00	239837 RVHS WIRLESS PAGING STM	04/29/2021	21401327 PO-210806	122.61	N
1287 BARCLAY BLVD		239837 RVHS WIRLESS PAGING STM	04/29/2021	21401327 PO-210806	122.61	N
BUFFALO GROVE, IL 60089		239837 RVHS WIRLESS PAGING STM	04/29/2021	21401327 PO-210806	1,509.00	N
(847) 227-0250						N

010906 WASTE MANAGEMENT OF WOODLAND	806.55	DHS WASTE SERVICE	04/13/2021	21398311 PV-210584	806.55	N
P.O. BOX 78251						
PHOENIX, AZ 85062-8251						
(0) - 0						N

015136 WEAVER, RICK	300.00	503602 TRANS EVALUATIONS	04/29/2021	21401337 PO-210718	300.00	Y
929 SAGE DRIVE						
VACAVILLE, CA 95687						
(707) 592-1633		Y RICHARD R WEAV				

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012528 WILLIAMS SCOTSMAN INC 4911 ALLISON PARKWAY VACAVILLE, CA 95688 (707) 451-3000	4,122.64	RMS LEASE RMS LEASE RVHS LEASE DHW LEASE	04/08/2021 04/08/2021 04/08/2021 04/08/2021	21397918 PV-210573 21397918 PV-210573 21397918 PV-210573 21397918 PV-210573	1,030.66 1,030.66 1,030.66 1,030.66	N N N N
014450 WIZIX 4777 BENNETT DRIVE SUITE D LIVERMORE, CA 94551 (916) 913-6191	841.47	RD02 BATES PRINT COSTS 208554/208311 DO PRINT COSTS 208554/208311 DO PRINT COSTS 208554/208311 DO PRINT COSTS 208554/208311 DO PRINT COSTS 208554/208311 DO PRINT COSTS 208554/208311 DO PRINT COSTS 208554/208311 DO PRINT COSTS 208554/208311 DO PRINT COSTS 208554/208311 DO PRINT COSTS 208554/208311 DO PRINT COSTS 208554/208311 DO PRINT COSTS 208554/208311 DO PRINT COSTS 208554/208311 DO PRINT COSTS 208554/208311 DO PRINT COSTS	04/13/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021	21398299 PO-210125 21399699 PV-210591 21399699 PV-210591 21399699 PV-210591 21399699 PV-210591 21399699 PV-210591 21399699 PV-210591 21399699 PV-210591 21399699 PV-210591 21399699 PV-210591 21399699 PV-210591 21399699 PV-210591 21399699 PV-210591 21399699 PV-210591	327.42 45.50 42.76 114.32 3.40 11.67 49.00 7.31 51.43 30.49 39.31 118.86	N N N N N N N N N N N N N N N
003308 WRIGHT, KATHERINE 400 SOUTH FRONT STREET RIO VISTA, CA 94571 (0) - 0	26.99	STALEDATE # 99369841	04/22/2021	21400125 TC-210084	26.99	N
District total:	530,267.12					
Report total:	530,267.12					

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 11, 2021

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 10.4

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

SUBJECT:

Request to Appoint Additional Committee Members to the Joint Bond Oversight Committee that Oversees Expenditures of Measure J and K Bond Proceeds.

BACKGROUND:

At the March 9, 2021 meeting of the Board of Trustees (the "Board"), the Board established separate Bond Oversight Committees (the "Committee") for Measure J and Measure K relating to overseeing the expenditure of Bond proceeds. The Board appointed initial members to serve on the respective committees.

At the April 13, 2021 Board meeting, the Board authorized the consolidation of the two separate Bond Oversight Committees for Measure J and Measure K and appointed members from the two separate committees to the new consolidated Committee.

STATUS:

Additional applicants have submitted applications to fill vacancies on the Committee. As a result, the Board is being asked to appoint new applicants as members to the Committee to fill vacancies.

Aiden Mayhood, At-Large and Ruth Cristantos, parent of a child enrolled in District.

PRESENTER:

Katherine Wright, Superintendent

COST AND FUNDING SOURCES:

Zero cost to appoint additional members to the Bond Oversight Committee.

RECOMMENDATION:

That the Board appoints additional joint Committee members to the Joint Bond Oversight Committee for Measure J and Measure K.

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: May 11, 2021

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 10.5

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

SUBJECT:

Request to Approve the Revised Districtwide Calendar for the 2021-2022 School Year.

BACKGROUND:

Prior to the March 9, 2021 Board meeting the Superintendent Wright and representatives from RDUTA and CSEA met to set criteria, draft several calendars options, and distribute those options to all affected employees to vote on. The calendar presented was approved at the March 9, 2021 Board meeting.

STATUS:

After the approval District staff found an error on calendar, an extra holiday in December. The attached revised 2021-2022 Districtwide Calendar has been amended and brought to the Board for approval.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the revised Districtwide Calendar for the 2021-2022 school year.

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 14, 2021	45
Quarter 2 – Ends December 17, 2021	40
Quarter 3 – Ends March 23, 2022	50
Quarter 4 – Ends June 3, 2022	45

DRAFT for Board Approval: May 11, 2021

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 11, 2021

Attachments: X

From: Ken Gaston, Director of MOT

Item Number: 10.6

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

SUBJECT:

Request to Declare the Non-Operational River Delta Unified School District Buses on the Identified List as Surplus.

BACKGROUND:

The attached list of District non-operational buses requires Board approval to declare them as surplus and deem their value to approximately \$3000.

STATUS:

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

PRESENTER:

Ken Gaston, Director of Maintenance, Operation and Transportation.

OTHER PEOPLE WHO MIGHT BE PRESENT:

Michael Mimiaga, Supervisor of Transportation

COST AND FUNDING SOURCES:

Any funds received from the sale of the buses will be deposited into the General Fund for reallocation.

RECOMMENDATION:

That the Board declares the identified non-operational River Delta Unified School Buses on the attached list as surplus and deem their value to approximately \$3000.

Time allocated: 5 Minutes

**RIVER DELTA UNIFIED SCHOOL
BOARD AGENDA BRIEFING**

May 11, 2021

ATTACHMENT

Buses for surplus:

Year	Description	Mileage	License Number	Vehicle ID Number
1987	Crown Bus	419,078	E096797	1C9BH14A9HC102153
1993	Thomas Bus	275,950	E372529	1T75U4B24P1113912
2001	Thomas Bus	215,574	1053625	1T7HT4B2111091472

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 11, 2021

Attachments: X

From: Tom Anderson, Director of Special Education

Item Number: 10.7

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

SUBJECT:

Request to Approve the Independent Contract for Services Agreement with Rick Bledsoe, ATP for the 2020-2021 School Year at a cost not to exceed \$5,000.

BACKGROUND:

Rick Bledsoe provides Assistive Technology services, support, consultation, training and assessments for people with disabilities in the Northern California area.

STATUS:

Rick Bledsoe will provide an independent educational evaluation for a district student as required by an IEP team decision. The 2020-2021 contract is not to exceed \$5,000.

PRESENTER:

Tom Anderson, Director of Special Education

OTHER PEOPLE WHO MIGHT BE PRESENT:

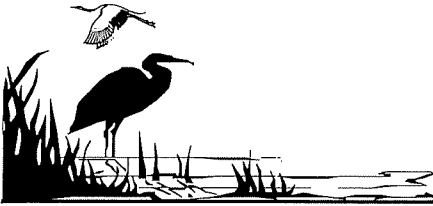
COST AND FUNDING SOURCES:

Not to exceed \$5,000 paid by Special Education funds.

RECOMMENDATION:

That the Board approve the Independent Contract for Services Agreement with Rick Bledsoe, ATP for the 2020-2021 School Year at a cost not to exceed \$5,000.

Time allocated: 2 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the River Delta Unified School District hereinafter referred to as "DISTRICT," and Rick Bledsoe, ATP hereinafter referred to as "CONSULTANT."

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

1. TERM: The term of this agreement is from May 1, 2021 through June 30, 2021. Extension or renewal requires approval of DISTRICT Superintendent or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT Superintendent or authorized representative. It is the right of the District to contact references, perform background checks, and/or audit data security procedures of the Consultant.

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

2. CONSULTANT SERVICES: CONSULTANT agrees to perform, during the term of this agreement, the tasks, obligations and services detailed as follows (extra pages may be added but must be identified as part of this paragraph): To provide an independent educational evaluation for one district student.

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

\$150.00 per hour for a total cost not to exceed \$5,000.

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

3. RECORDS: CONSULTANT will maintain full and accurate records in connection with this agreement and will make them available to DISTRICT for inspection at any time. The District maintains the right to monitor the performance of Consultant and may require consultant to submit appropriate reports including but not limited to financial reports, audit reports, and/or internal control reports as determined by the District. In addition, the Consultant understands and agrees that Consultant's work product shall be subject disclosure in accordance with the Public Records Act (Gov. Code §§ 6250 *et seq.*).

Creating Excellence To Ensure That All Students Learn

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

4. **STATUS OF CONTRACTOR:** DISTRICT and CONSULTANT agree that CONSULTANT, in performing the services specified in this agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. CONSULTANT shall be free to contract for similar service to be performed for other employers while under the contract with DISTRICT; CONSULTANT will not accept such engagements which interfere with performance under this agreement. CONSULTANT is not entitled to participate in any pension plan, insurance, bonus or similar benefits the DISTRICT provides for its employees. The CONSULTANT is not authorized to carry out any official act of the DISTRICT that is required to be done by an employee or office of the DISTRICT.
5. **HOLD HARMLESS AND INDEMNIFICATION:** CONSULTANT agrees to abide by the *Hold Harmless and Indemnification Agreement* attached to and made a part of this contract.
6. **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.
7. **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.
8. **MODIFICATION OR ASSIGNMENT:** This agreement may not be assigned by either party without express written consent to the other. No modification shall be effective unless approved in writing by DISTRICT or authorized representatives.

CONTRACTOR/CONSULTANT:

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Printed/Typed Name _____ Date _____

Requested By (signature/printed) _____ Date _____

Social Security Number/Federal Tax ID Number _____

Supt/Board Approval Signature _____ Date _____

Address _____ State _____ Zip _____

Budget Code (Name & Coding) _____

Contact Phone and Email _____

Date of Board of Trustees Action _____

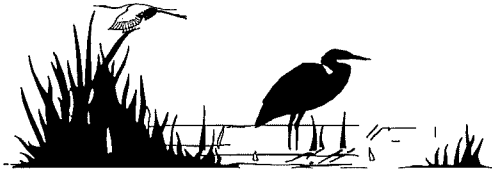
Signature (Contractor/Consultant Authorized Representative) _____

Consultant must answer the two questions below:

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

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

By: SY of AALRR/BLM



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street

Rio Vista, California 94571-1651

(707) 374-1700

Fax (707) 374-2995

<http://riverdelta.org>

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Rick Bledsoe, ATP, (Contractor/Consultant) agrees to defend, indemnify, hold harmless and waive all rights of subrogation against River Delta Joint Unified School District, its Board of Trustees, officers, agents and employees (collectively the "District") from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries and liabilities, whether active or passive, arising from any death or injury negligently caused by the Contractor/Consultant to any person or tangible property because of, arising out of, or in any way related to the Contract/Consultant's performance of this Agreement, except that Contractor/Consultant shall not be liable to defend, indemnify or hold harmless the District for the negligent or intentional acts of the District. It is understood and agreed that such indemnity shall survive the termination of this agreement. Contractor/Consultant shall maintain their own contractual liability insurance to cover its obligations under this Agreement. This indemnification is independent of and shall not in any way be limited by insurance carried by the Contractor/Consultant.

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

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

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

Signature of Authorized Representative

Date Signed

Typed/Printed Name of Authorized Representative

Company Name

Address, Email & Phone: _____

By SY of AALRR

Creating Excellence To Ensure That All Students Learn

Bates School
Clarksburg Middle

Isleton School
Riverview Middle
River Delta High/Elementary School

Walnut Grove School
D.H. White Elementary

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

Delta High School
Rio Vista High School

Wind River School
Mokelumne High School

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 11, 2021

Attachments: X

From: Tom Anderson, Director of Special Education

Item Number: 10.8

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

SUBJECT:

Request to Approve the Independent Contract for Services Agreement with Deborah Burns-McCloskey, MA CCC-SPL for the 2020-2021 School Year at a cost not to exceed \$2,750.

BACKGROUND:

Deborah Burns-McCloskey is a Speech and Language Pathologist that provides speech therapy services and assessments for people with disabilities.

STATUS:

Deborah Burns-McCloskey will provide an independent educational evaluation for a district student as required by an IEP team decision. The 2020-2021 contract is not to exceed \$2,750.

PRESENTER:

Tom Anderson, Director of Special Education

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Not to exceed \$2,750 paid by Special Education funds.

RECOMMENDATION:

That the Board Approves the Independent Contract for Services Agreement with Deborah Burns-McCloskey, MA CCC-SPL for the 2020-2021 School Year at a cost not to exceed \$2,750.

Time allocated: 2 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT

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INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the River Delta Unified School District hereinafter referred to as "DISTRICT," and Deborah Burns-McCloskey MA CCC SPL hereinafter referred to as "CONSULTANT."

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

1. TERM: The term of this agreement is from May 1, 2021 through June 30, 2021. Extension or renewal requires approval of DISTRICT Superintendent or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT Superintendent or authorized representative. It is the right of the District to contact references, perform background checks, and/or audit data security procedures of the Consultant.

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

2. CONSULTANT SERVICES: CONSULTANT agrees to perform, during the term of this agreement, the tasks, obligations and services detailed as follows (extra pages may be added but must be identified as part of this paragraph): To provide an independent educational evaluation for one district student.

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

Flat rate per independent educational evaluation cost not to exceed \$2,750.

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

3. RECORDS: CONSULTANT will maintain full and accurate records in connection with this agreement and will make them available to DISTRICT for inspection at any time. The District maintains the right to monitor the performance of Consultant and may require consultant to submit appropriate reports including but not limited to financial reports, audit reports, and/or internal control reports as determined by the District. In addition, the Consultant understands and agrees that Consultant's work product shall be subject disclosure in accordance with the Public Records Act (Gov. Code §§ 6250 *et seq.*).

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Delta Elementary Charter School

- 4. **STATUS OF CONTRACTOR:** DISTRICT and CONSULTANT agree that CONSULTANT, in performing the services specified in this agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. CONSULTANT shall be free to contract for similar service to be performed for other employers while under the contract with DISTRICT; CONSULTANT will not accept such engagements which interfere with performance under this agreement. CONSULTANT is not entitled to participate in any pension plan, insurance, bonus or similar benefits the DISTRICT provides for its employees. The CONSULTANT is not authorized to carry out any official act of the DISTRICT that is required to be done by an employee or office of the DISTRICT.
- 5. **HOLD HARMLESS AND INDEMNIFICATION:** CONSULTANT agrees to abide by the *Hold Harmless and Indemnification Agreement* attached to and made a part of this contract.
- 6. **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.
- 7. **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.
- 8. **MODIFICATION OR ASSIGNMENT:** This agreement may not be assigned by either party without express written consent to the other. No modification shall be effective unless approved in writing by DISTRICT or authorized representatives.

CONTRACTOR/CONSULTANT:

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Printed/Typed Name _____ Date _____

Requested By (signature/printed) _____ Date _____

Social Security Number/Federal Tax ID Number _____

Supt/Board Approval Signature _____ Date _____

Address _____ State _____ Zip _____

Budget Code (Name & Coding) _____

Contact Phone and Email _____

Date of Board of Trustees Action _____

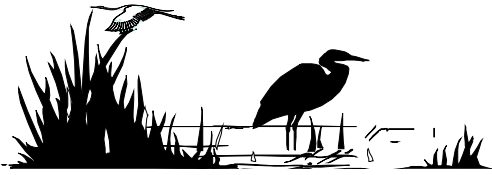
Signature (Contractor/Consultant Authorized Representative) _____

Consultant must answer the two questions below:

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

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

By: SY of AALRR/BLM



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street

Rio Vista, California 94571-1651

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

<http://riverdelta.org>

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Deborah Burns-McCloskey MA CCC SP, (Contractor/Consultant) agrees to defend, indemnify, hold harmless and waive all rights of subrogation against River Delta Joint Unified School District, its Board of Trustees, officers, agents and employees (collectively the "District") from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries and liabilities, whether active or passive, arising from any death or injury negligently caused by the Contractor/Consultant to any person or tangible property because of, arising out of, or in any way related to the Contract/Consultant's performance of this Agreement, except that Contractor/Consultant shall not be liable to defend, indemnify or hold harmless the District for the negligent or intentional acts of the District. It is understood and agreed that such indemnity shall survive the termination of this agreement. Contractor/Consultant shall maintain their own contractual liability insurance to cover its obligations under this Agreement. This indemnification is independent of and shall not in any way be limited by insurance carried by the Contractor/Consultant.

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

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

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

Signature of Authorized Representative

Date Signed

Typed/Printed Name of Authorized Representative

Company Name

Address, Email & Phone: _____

By SY of AALRR

Creating Excellence To Ensure That All Students Learn

Bates School	Isleton School	Walnut Grove School	Delta High School	Wind River School
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	Delta Elementary Charter School			

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 11, 2021

Attachments: X

From: Tom Anderson, Director of Special Education

Item Number: 10.9

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

SUBJECT:

Request to approve the Service Agreement with Care Solace for the 2020-2021 and 2021-2022 school year at a cost not to exceed \$6,660.50.

BACKGROUND:

Care Solace provides a web-based navigation system to assist its school district clients and the districts' students and parents in locating and connecting with mental health treatment providers.

STATUS:

Care Solace owns and operates a website which provides information related to mental health treatment providers. Care Solace will manage and operate a version of the main site that is branded with River Delta Unified School District's name. They will provide access to the branded site to users authorized by the School District, including School District staff, students, and parents. They connect users with treatment providers based on criteria such as geographic proximity, whether the provider accepts the user's insurance and whether the provider is accepting new patients.

PRESENTER:

Tom Anderson, Director of Special Education

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

For the term May 1, 2021 thru June 30, 2022 amount will not exceed \$6,660.50.

RECOMMENDATION:

That the Board approve the Service Agreement with Care Solace for the 2020-2021 and 2021-2022 school year at a cost not to exceed \$6,660.50.

Time allocated: 2 minutes

SERVICE AGREEMENT

This Service Agreement (the "Agreement") dated the 27th of April 2021 between River Delta Joint Unified School District, a CA public school district (hereinafter "**School District**"), and Addiction Treatment Technologies, LLC DBA Care Solace, a Delaware limited liability company (hereinafter "**Care Solace**"). School District and Care Solace may be referred to individually as "Party," or collectively as "Parties."

RECITALS

WHEREAS, Care Solace provides a web-based navigation system to assist its school district clients and the districts' students and parents in locating and connecting with mental health treatment providers (hereinafter the "**Services**"), and agrees to provide the Services to the School District on the terms and conditions set forth in this Agreement; and

WHEREAS, School District desires for Care Solace to assist it in connecting students and families with mental health treatment providers.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Scope of Services

1. Care Solace shall provide the Services as follows:

1.1. Care Solace owns and operates a website located at the URL caresolace.com which provides information related to mental health treatment providers (hereinafter the "**Main Site**"). As part of this Agreement, Care Solace will manage and operate a version of the Main Site that is branded with School District's name (hereinafter the "**Branded Site**"). Care Solace will take all reasonable steps to ensure the Branded Site is live in May 2021. Care Solace will provide access to the Branded Site to users authorized by the School District, including School District staff, students, and parents (hereinafter the "**Authorized Users**"), on a Software-as-a-Service ("**SaaS**") basis pursuant to the terms and conditions set forth in Paragraphs 26-34, *infra*.

1.2. Care Solace shall facilitate a process called the "Warm Hand-Off," whereby School District staff or third-party contractors, consultants, or other parties to whom School District has outsourced institutional services ("independent contractors") designated as school officials pursuant to 34 CFR § 99.31(a)(1)(i)(B) provide Care Solace with contact information of a student or family in need of mental health treatment providers (hereinafter the "**Treatment Providers**"). The family contact shall be a parent, legal guardian, or other adult primary contact as directed by School District. Care Solace will then work directly with the primary contact to connect the student to Treatment Providers.

1.3. In addition to providing Authorized Users with access to the Branded Site, Care Solace will also provide Authorized Users with telephone and email access to a Care Companion team. The Care Companion team are care coordinators with experience in customer service, trained to navigate the mental health system and health insurance. The Care Companion team are not licensed mental health professionals and do not diagnose, assess or evaluate. No provider-patient relationship is formed by provision of services by a Care Companion team member to an Authorized User. The Care Companion team are not a crisis response team. The Care Companion team are available to work directly with students and families to connect them with Treatment Providers. Care Companion team members are available 24 hours per day, 7 days per week.

1.4 Care Solace connects Authorized Users with Treatment Providers based on criteria such as geographic proximity, whether the provider accepts the Authorized User's insurance, and whether the provider is accepting new patients. Care Solace will use reasonable efforts to have each Treatment Provider it refers to Authorized Users reviewed through Care Solace's verification process. The information available on Treatment Providers through the verification process may vary significantly.

Care Solace is Not a Treatment Provider

2. Care Solace is not a mental health treatment provider or a provider network and does not provide mental health treatment or other health care treatment to Authorized Users. Rather, Care Solace acts solely as a care coordinator by connecting Authorized Users to Treatment Providers. Care Solace does not represent, warrant or guarantee that Treatment Providers are of a particular quality. Care Solace shall not be liable for the quality of care provided by Treatment Providers.

Implementation Process

3. Care Solace will provide an onsite or virtual walk-through of the Services to School District representatives designated by School District in order to demonstrate the features and functionality of the Services.

4. Care Solace will conduct initial on-boarding training sessions with School District staff designated by School District in order to explain and demonstrate the Services.

5. Care Solace will provide training and on-going support concerning the use and functionality of the Services to key stakeholders of School District as requested by School District. Key stakeholders may include but are not limited to: School District's mental health team, psychologists, counselors, assistant principals, principals, human resources staff, district leadership, and parent-teacher associations.

6. Care Solace will assist in providing access to the Branded Site on School District's website as well as individual school websites, as requested by School District.

7. Care Solace will provide backpack mailer templates and email/text templates for School District to deliver to students and parents quarterly, or four times per year, to remind them of the Services and provide the URL for the Branded Site.

8. School District shall designate one of its employees as its principal contact for communicating with Care Solace regarding technical issues in the provision of the Services and shall notify Care Solace of such designation in writing within fifteen (15) days of the execution of this Agreement. School District may change its principal contact from time to time by providing written notice to Care Solace pursuant to Paragraph 52, *infra*.

Term

9. This Agreement shall be effective as of April 27, 2021 (hereinafter the “**Effective Date**”).

10. The initial term of this Agreement (hereinafter the “**Initial Term**”) will begin on May 1, 2021, and continue through June 30, 2022. This Agreement will renew automatically for one-year terms (hereinafter, “**Renewal Term**”) on July 1st of each year following the Initial Term (hereinafter the “**Renewal Date**”).

11. The maximum term of this Agreement is five years.

12. School District may terminate an Initial Term or a Renewal Term pursuant to this Agreement at any time after providing Care Solace with sixty (60) days written notice, pursuant to Paragraph 52, *infra*. In the event of termination of an Initial Term or a Renewal Term by School District pursuant to this paragraph, the fees paid by School District shall not be subject to a prorated refund.

13. In the event that Care Solace determines, in its sole and absolute discretion, to cease to offer the Services to new clients and to discontinue support of the Services for existing clients, Care Solace may terminate an Initial Term or a Renewal Term pursuant to this Agreement by providing School District with sixty (60) days written notice pursuant to Paragraph 52, *infra*. In the event of termination of an Initial Term or a Renewal Term by Care Solace pursuant to this paragraph, the fees paid by School District shall be subject to a prorated refund.

14. If either Party fails to comply with any of the material terms and conditions of this Agreement, including, without limitation, the payment of any fee to Care Solace, the non-breaching party may terminate this Agreement upon thirty (30) days written notice to the breaching party specifying the breach(es). Upon receiving written notice of a specified breach, the breaching party shall have a thirty (30) day cure period to remedy the specified breaches. The written notice must be provided in accordance with Paragraph 52, *infra*.

14.1. Only in the event that a Party fails to remedy a specified breach within the thirty (30) day cure period shall such a breach be considered a “Dispute” subject to the dispute resolution provisions set forth in Paragraphs 42-49, *infra*.

14.2. The written notice to a breaching party specifying any breach(es) of the material terms of this Agreement and the thirty (30) day cure period set forth in this Paragraph 14 are conditions precedent to any Party’s ability to provide the other Party with notice of a Dispute under Paragraph 41, *infra*.

Fees

15. In exchange for the Services contemplated under this Agreement, School District will compensate Care Solace as follows:

15.1. For the Initial Term, May 1, 2021 thru June 30, 2022 School District will pay \$6,660.50 to Care Solace upon execution of this agreement. Based on 1,903 student enrollment.

16. The fees set forth in Paragraph 15, *supra*, shall be earned by Care Solace when paid and shall not be subject to a prorated refund in the event of the termination by School District of this Agreement prior to the end of the Initial Term or any Renewal Term.

17. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (United States Dollars).

Data and Information Privacy

18. Care Solace and School District each agree to comply with all data privacy laws and requirements to which they are each subject, which may include, without limitation, the Student Online Personal Information Protection Act, the Children's Online Privacy Protection Act, and The Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 (hereinafter, "**FERPA**").

19. The Branded Site will include links to a privacy policy and terms of use which will comply with applicable law.

20. The Parties do not expect that, in most instances, education records other than "directory information," as that term is defined by FERPA at 20 U.S.C. § 1232g(a)(5)(A), would be conveyed to Care Solace by School District. However, in order to ensure that Care Solace is able to perform the Services, School District designates Care Solace a school official pursuant to 34 CFR § 99.31(a)(1)(i)(B) for the limited purposes of providing the Services.

21. The Parties expressly understand and agree that: (1) the Services are an institutional service or function that would otherwise be performed by employees of School District, such as counselors or principals; (2) Care Solace is under the direct control of School District with respect to the use and maintenance of "education records," as that term is defined at 34 CFR § 99.3; (3) Care Solace shall comply with the obligations imposed by 34 CFR § 99.33(a) regarding the redisclosure of any information relating to students and families obtained in providing the Services; (4) School District has determined that Care Solace has legitimate educational interests in any education records provided to it; and (5) School District has provided parents and eligible students with the annual notice required by 34 C.F.R §99.7(a)(3)(iii) regarding its criteria for determining who is a school official and what constitutes a legitimate educational interest in education records.

22. School District represents and warrants that any independent contractor that is provided with access to the "warm hand-off" or is otherwise responsible for transmitting directory information or education records to Care Solace has also been designated as a school official pursuant to 34 CFR § 99.31(a)(1)(i)(B) and that School District has provided parents and eligible students with the annual notice required by 34 C.F.R §99.7(a)(3)(iii).

23. Care Solace reserves the right to internally monitor School District's and Authorized Users' usage of the Branded Site and Services.

24. Care Solace will provide access to School District to the following non-personally identifiable information collected from Authorized Users: number of visitors, matches, and phone appointments. If School District desires to obtain personally identifiable information from Care Solace related to a particular Authorized User's use of the Services, School District shall obtain and deliver to Care Solace a duly executed written authorization from the Authorized User, or his or her legal guardian if applicable, in a form that complies with applicable law.

25. Care Solace shall ensure that: (i) all data and information provided by School District is stored on files that are separate from those of other Care Solace clients, or (ii) all files containing data and information provided by School District are partitioned from the information and data provided by other clients sufficient to protect the security and privacy of such information and data.

Software-as-a-Service Terms

26. Care Solace grants School District a non-exclusive, non-transferable, limited, revocable and royalty-free license to provide a hypertext reference link (hereinafter the "**Link**") to the initial, top-level display of the Branded Site solely for the purpose of linking any website owned or controlled by School District to the Branded Site.

27. Use Restrictions. School District covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, School District will not, directly or indirectly, do any of the following: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Services or any software, documentation or data related to the Services (hereinafter "**Software**"); modify, translate or create derivative works based on the Services or any Software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

28. Security. School District and the Authorized Users shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of their connections to the Internet. As part of the Services, Care Solace shall implement reasonable security procedures consistent with prevailing industry standards to protect information provided by School District and Authorized Users from unauthorized access. The Parties agree that Care Solace shall not, under any circumstances, be held responsible or liable for situations in which:

(i) data or transmissions are accessed by third parties through illegal or illicit means, or (ii) the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Care Solace at the time, provided Care Solace complies with its obligations in this paragraph.

29. Unauthorized Access. Care Solace will promptly report to School District any unauthorized access to data or information provided by School District promptly upon discovery of such access by Care Solace, and Care Solace will use diligent efforts to promptly remedy any breach of security that permitted the unauthorized access to occur. In the event that Care Solace has an obligation imposed by law or statute to notify any individuals whose information was provided to Care Solace by School District, School District shall be solely responsible for any and all such notifications at its expense.

30. Ownership of Proprietary Rights. Ownership of any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property (hereinafter "**Proprietary Rights**") embodied in the Branded Site, the Services, and the computer hardware, software and other tangible equipment and intangible computer code necessary to deploy and serve the Services (hereinafter the "**Technology**") shall remain exclusively vested in and be the sole and exclusive property of Care Solace and its licensors. In addition, School District hereby transfers and assigns to Care Solace any rights School District may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by School District personnel relating to the Branded Site, the Services, or the Technology.

31. Mutual Exchange of Confidential Information. The Parties desire to establish terms governing the use and protection of certain confidential information one party (hereinafter "**Owner**") may disclose to the other party (hereinafter "**Recipient**"). For purposes of this Agreement, the term "Confidential Information" means (i) the terms and conditions of this Agreement, (ii) non-public aspects of the Branded Site and the operation thereof, the Technology, the Services, and Care Solace's business and technical information and data, and (iii) School District's information or other data processed, stored or transmitted by, in or through the Services (hereinafter "**School District Data**"). In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder and which is disclosed by an Owner or an affiliate to a Recipient in documentary or other tangible form bearing an appropriate label indicating that it is confidential or proprietary in nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a label, is provided to Recipient within fifteen (15) days of the initial disclosure. Recipient may use Confidential Information of Owner only for the purposes of fulfilling the obligations contemplated in this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed,

written agreements to protect the received Confidential Information from unauthorized use and disclosure. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable and reasonably cooperates with Owner to contest such disclosure.

32. General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, School District agrees that Care Solace is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another client of Care Solace.

33. Publicity and Branding. School District agrees that Care Solace may (a) publicize School District's name, the fact of the Branded Site, and School District's use of the Services; and (b) brand the Branded Site with a "powered by Caresolace.com" or similar legend and/or copyright notice.

34. Options for Infringement Claims. If any Party is enjoined from using the Technology, or if Care Solace believes that the Technology may become the subject of a claim of intellectual property infringement, Care Solace, at its own option and expense, may: (i) procure the right for School District to continue to use the Services; (ii) replace or modify the Technology so as to make it non-infringing; or (iii) terminate this Agreement, in which case Care Solace shall provide a prorated refund to School District of any and all fees paid in advance for the Initial Term or any Renewal Term by School District for those Services not provided by Care Solace. This Paragraph and the preceding Paragraph set forth the entire liability of Care Solace to School District for any infringement by the Technology or Services of any intellectual property right of any third party.

Representations and Warranties

35. School District represents and warrants that: (a) any information it provides to Care Solace does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or right of privacy or publicity of any third party; (b) School District has provided parents with the notice required by 34 CFR § 99.7(a)(3)(iii) regarding the criteria used to determine who constitutes a school official and what constitutes a legitimate educational interest; and (c) the performance of its obligations as set forth in this Agreement and the use of the Services by School District and its Authorized Users will not (i) violate any applicable laws or regulations, or (ii) cause a breach of any agreements with any third parties. In the event of any breach by School District of any of the foregoing representations and warranties set forth in this Paragraph 35, in addition to any other remedies available at law or in equity, Care Solace will have the right to suspend immediately any Services if deemed reasonably necessary by Care

Solace to prevent any harm to Care Solace and its business. Care Solace will provide written notice of any breach of the foregoing representations and warranties to School District in accordance with Paragraph 52, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

36. Care Solace represents and warrants that it will comply with all state and federal healthcare referral and anti-kickback statutes, and that it does not have an ownership interest in any of the Treatment Providers to whom it refers Authorized Users. In the event of any breach by Care Solace of the foregoing representations and warranties set forth in this Paragraph 36, School District will provide written notice of the breach to Care Solace in accordance with Paragraph 52, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

37. Except as expressly set forth herein, the Services are provided on an "as is" and "as available" basis, and without warranties of any kind either express or implied. Care Solace hereby disclaims all warranties, express or implied. Care Solace does not warrant that the services will be uninterrupted or error free or that defects will be corrected. Care Solace does not offer a warranty or make any representation regarding the results or the use of the Services in terms of their correctness, accuracy, reliability, risk of injury to School District's or any Authorized User's computer, network, market, or customer base or commercial advantage.

Insurance and Indemnification

38. Insurance. During the term of this Agreement, Care Solace shall obtain and maintain liability insurance with policy limits having minimum coverage of \$1,000,000 per occurrence, which can be met through an umbrella or standard policy or any combination thereof. The insurance shall be evidenced by a Certificate of Insurance reflecting the minimum coverage limits.

38.1. Additional Insured. Care Solace shall cause School District to be named as an "Additional Insured" under the liability insurance policy obtained and maintained as set forth in Paragraph 38, *supra*. Notwithstanding School District's coverage as an Additional Insured, in no event shall Care Solace or its insurer be held liable for School District's sole negligence or willful misconduct. **Under no circumstances is any Additional Insured entitled to any coverage beyond the contractual indemnification provisions in Paragraph 39, *infra*.**

39. Defense and Indemnity. Care Solace or its insurer shall defend and indemnify School District and its officers, agents, employees and volunteers (collectively "School District Parties") against any and all claims, demands, liability, judgments, awards, losses, damages, expenses or costs of any kind or character (hereinafter collectively referred to as "Claims"), to the extent arising out of any act, error, omission, negligence, or willful misconduct of Care Solace or its officers, employees, agents, contractors, licensees, or servants connected to the Services covered by this Agreement. Care Solace or its insurer shall have no obligation, however, to defend or indemnify School District Parties from a Claim if it is determined that such Claim was caused by the sole negligence or willful misconduct of School District Parties.

40. A School District seeking defense and/or indemnification hereunder shall promptly notify Care Solace in writing of the Claim in accordance with Paragraph 52, *infra*, and shall cooperate with Care Solace or its insurer at Care Solace's or its insurer's sole cost and expense. Care Solace or its insurer shall control the defense and investigation of the Claim and shall employ counsel of its choice to handle and defend the same, at Care Solace's or its insurer's sole cost and expense. The obligations and responsibilities set forth in this Paragraph 40 shall apply only in the event that Care Solace or its insurer agree to provide a defense and/or indemnification.

Dispute Resolution

41. Any and all disputes, controversies, or Claims arising out of or relating to this Agreement or a breach thereof, including without limitation Claims based on contract, tort, or statute (hereinafter a "**Dispute**"), shall be determined by binding arbitration as set forth in this section, consisting of Paragraphs 42-49, *infra* (hereinafter the "**Arbitration Agreement**").

42. An aggrieved party shall notify the other party of a Dispute within fifteen (15) days of being made aware of the Dispute; however, no Party may provide notification of a Dispute prior to the termination of the thirty-day cure period described in Paragraph 14, *supra*. Notice shall be provided in accordance with the requirements of Paragraph 52, *infra*. The date that notice is received by the opposing party shall hereinafter be referred to as the "**Notification Date.**"

43. If the Parties are unable to informally resolve the Dispute within thirty (30) days of the Notification Date, the Parties agree to engage in mediation in good faith. The requirement to engage in mediation is a condition precedent to the initiation of arbitration pursuant to this Arbitration Agreement. Mediation must occur within 120 days of the Notification Date. The 120-day deadline may be waived by mutual agreement of the Parties. Mediation shall be conducted according to the following terms:

43.1. Mediation shall be conducted by a single mediator from JAMS, or another mediation service agreed to by the Parties (hereinafter "Mediation Service").

43.2. The parties will cooperate with the Mediation Service and one another in selecting a mediator from the Mediation Service's panel of neutrals and in scheduling mediation proceedings. The mediator must have experience as a state or federal court judge, unless the parties mutually agree that a mediator without such experience is appropriate in a given instance. In the event that the parties are unable to agree upon the selection of a mediator, the parties shall request that the Mediation Service assign a mediator with the qualifications specified herein from its panel of neutrals.

43.3. The Parties agree that they will participate in the mediation in good faith and that they will share equally in the costs of mediation.

44. If the Parties are unable to resolve the Dispute through mediation, the Parties shall submit the Dispute to binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* (hereinafter the "**FAA**"). Notwithstanding any other provisions of this Agreement regarding

applicable law, the Parties agree that the substantive and procedural provisions of the FAA will apply to this Arbitration Agreement, to the exclusion of any state-specific substantive and procedural law regarding arbitration.

45. Arbitration shall be initiated by the aggrieved party within thirty (30) days of the conclusion of mediation. In no event shall arbitration be demanded after the date the claim would be barred by the applicable statute of limitations. Arbitration shall be conducted in accordance with the following terms:

45.1. Arbitration shall be conducted by a single neutral arbitrator from the National Roster of Arbitrators and administered according to the American Arbitration Association's ("AAA's") Commercial Arbitration Rules and Mediation Procedures then in effect, except as modified by this Agreement. A copy of the AAA's current Commercial Arbitration Rules and Mediation Procedures is attached hereto as Exhibit A.

45.2. The arbitrator will be selected by mutual agreement of the Parties. If the Parties are unable to agree on an arbitrator, the method of appointment set forth in R-12 of the AAA's Commercial Arbitration Rules and Mediation Procedures shall be followed.

45.3. Any fee for initiating arbitration must be paid by the party initiating arbitration. The other up-front costs of the arbitration shall be borne equally by the parties and will be subject to reallocation by the arbitrator in the award as provided for in this Arbitration Agreement.

45.4. The arbitration award shall be signed by the arbitrator and shall be in the form of a written, reasoned opinion setting forth the arbitrator's findings of fact and conclusions of law. The award shall be binding on the parties.

45.5. In rendering the award, the arbitrator will determine the rights and obligations of the parties in accordance with the substantive law of the State of California.

45.6. The arbitrator's ability to award monetary damages shall be limited in accordance with Paragraphs 46-49, *infra*.

45.7. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction, in accordance with FAA Rule 9 (9 U.S.C. § 9).

45.8. It is the intent of the Parties that arbitration proceedings arising under this agreement be consolidated with arbitration proceedings arising under other agreements relating to the same transaction or series of transactions involved in this agreement and involving common issues of law or fact.

45.9. If a party fails or refuses to appear or participate in the arbitration, or in any portion of the arbitration, after having been given notice and opportunity to participate as provided for in this Arbitration Agreement, the arbitration will proceed, and the arbitrator may render a final award on the basis of the evidence presented by the

participating party. An award rendered under such circumstances is valid and enforceable as if all parties had participated fully.

45.10. The arbitrator shall award the prevailing party the costs of mediation and arbitration.

45.11. This Arbitration Agreement is intended to be binding on and to inure to the benefit of the Parties, their principals, successors, assigns, affiliates, partners, employees, parent or subsidiary entities, and to any other parties whose claims or defenses may arise out of or relate to this agreement, including third party beneficiaries. In the event of a dispute over whether particular persons or entities are subject to the jurisdiction of the arbitrator in an arbitration under this agreement, the arbitrator shall determine whether or not the arbitrator has jurisdiction over these persons or entities. The arbitrator's decision as to the arbitrator's jurisdiction is final and binding.

44.12 This Binding Arbitration will not be subject to appeal.

Limitation on Damages

46. As a result of any Dispute, no Party shall be liable to the other Party or to any third-party beneficiary for any indirect, special, incidental, or consequential damages under any theory, even if the Party allegedly causing such damages has been advised of the possibility of such damages. The Parties waive any right to recover such damages.

47. As a result of any Dispute, in no event shall any Party be liable to the other Party or to any third-party beneficiary for punitive or exemplary damages, unless specifically provided by statute. The Parties waive any right to recover such damages unless specifically provided by statute.

48. In the event that Care Solace is found liable to School District or any third-party beneficiary as the result of a Dispute, or in the event that School District is found liable to any third party, liability shall not exceed the total general liability insurance amount in Care Solace's certificate of insurance pursuant to this Agreement. In no event shall Care Solace be held liable for the sole negligence of any other party, including School District.

49. The prevailing party in any Dispute will be entitled to recover, in addition to costs and any other damages or award, all reasonable attorneys' fees associated with the action.

Miscellaneous Terms

50. Performance. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect and each Party will use its best efforts to ensure that Authorized Users are made aware of the Services and their ability to access the Branded Site.

51. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of California without giving effect to any choice or conflict of law provision or rule (whether of California or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the California. The sole exception to

this Paragraph is that the Arbitration Agreement set forth in Paragraphs 42-49, *supra*, shall be governed by the procedural and substantive provisions of the FAA.

52. Notices. All notices, requests, demands or other communications required by this Agreement between Care Solace and School District shall be in writing and shall be deemed given and served upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail as follows:

If to School District: River Delta Joint Unified School District
445 Montezuma St. Rio Vista, CA 94571
Attention: Kathy Wright
Superintendent of Schools
kwright@rdsd.org

If to Care Solace: Addiction Treatment Technologies, LLC DBA: Care Solace
669 2nd Street
Encinitas, CA 92024
Attention: Chad A. Castruita
chad@caresolace.org

School District Dept: _____
Accounts Payable contact: Name: _____
Email: _____
Phone: _____

Any Party may change the address or persons to which notice is to be provided by giving written notice of the change of address or persons to the other Party in the manner provided for giving notice in this paragraph.

53. Third-Party Beneficiaries. The Parties agree that this Agreement is intended to benefit Authorized Users as third-party beneficiaries. The Parties expressly agree that it is their intention by this Agreement that all Claims, as that term is defined in Paragraph 39, *supra*, brought by third-party beneficiaries including, but not limited to Authorized Users, shall be subject to the Arbitration Agreement set forth in Paragraphs 42-49, *supra*.

54. Waiver. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.

55. Continuing Obligations. The following obligations shall survive the expiration or termination of this Agreement: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either Party herein; (iv) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either party, or any remedy for breach thereof; and (v) the payment of any money due to Care Solace.

56. Force Majeure. Neither Party shall be liable for damages for any delay or failure to perform any obligation imposed by this Agreement if such delay or failure arises out of causes beyond the Party's reasonable control and without their fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, fires, riots, wars, national or regional emergencies, pandemics, embargoes, Internet disruptions, hacker attacks, any action taken by a governmental authority, or telecommunications failures. A Party whose performance is affected by any of the foregoing shall give written notice to the other Party stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such delay. Notwithstanding anything to the contrary contained herein, if either Party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other Party may terminate this Agreement immediately by providing ten (10) days written notice. Should the application of this Paragraph 56 become the source of a Dispute between the Parties, then either party may immediately initiate the dispute resolution process outlined in the Arbitration Agreement, Paragraphs 42-49, *supra*, without first providing notice and an opportunity to cure as set forth in Paragraphs 14 and 41, *supra*. Any written notice under this Paragraph 56 must comply with the written notice requirements of Paragraph 52, *supra*.

57. Modification of Agreement. Any amendment or modification of this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party with authority to bind the Party. Any amendment or modification must comply with the notice requirements of Paragraph 52, *supra*.

58. Assignment. Care Solace will not assign or otherwise transfer its obligations under this Agreement without the written consent of School District.

59. Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements, written or oral. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

60. Titles/Headings. Titles and Headings are utilized in this Agreement for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

61. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

62. Counterparts. This Agreement may be executed in counterparts which, taken together, shall constitute one original document.

63. Authority to Execute Agreement. Each individual signing this Agreement warrants and represents that he or she has been authorized to enter into this Agreement on behalf of the Party.

-- SIGNATURE PAGE TO FOLLOW --

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first set forth above.

Addiction Treatment Technologies, LLC
("Provider") DBA: Care Solace

Printed Full Name: Chad A. Castruita, CEO

Signature: 

Date: _____

River Delta Joint Unified School District ("Client")

Printed Full Name: Tom Anderson

Title: Director of Special Education

Signature: 

Date: 4/27/21

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: May 11, 2021

Attachments: _____

From: Katherine Wright, Superintendent

Item Number: 10.10

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

SUBJECT:

Donations

BACKGROUND:

Donations to Receive and Acknowledge:

Rio Vista High School – Incentive Fund

Verla Chaddick
Cathy Jo Dueseenberry
Michael Oyoung

Rio Vista High School – Joseph Turk Memorial Scholarship Fund

Rosie Turk

River Delta Unified School District

Bart and Lori Lapkin – One case of non-medical masks

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: 2 minutes

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 11, 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 March 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 March 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 June 8, 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 March 2021.

Time allocated: 3 minutes

CSBA POLICY GUIDE SHEET March 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.

Board Policy 0420.42 - Charter School Renewal

Policy updated to reflect **NEW LAW (SB 98, 2020)** which amends the criteria for renewal when the two consecutive years immediately preceding the renewal include the 2019-20 school year (i.e., renewals submitted in 2020-21 and 2021-22). Policy adds the requirement that the determination of a charter school's academic progress be based on all the state indicators in the California School Dashboard for which it receives performance levels, provided that the charter school has schoolwide performance levels on at least two measurements of academic performance per year and for at least two student subgroups. Policy also reflects action taken by the State Board of Education (SBE) in November 2020 to approve a list of valid and reliable indicators of academic progress and postsecondary outcomes that may be used to demonstrate a charter school's academic performance.

Board Policy 3110 - Transfer of Funds

Policy updated to reflect **NEW LAW (SB 98, 2020)** which authorizes, for the 2020-21 and 2021-22 fiscal years if the state defers any payments owed to districts, the temporary transfer of up to 85 percent of the maximum amount held in any fund or account for the payment of obligations. Item #4 revised to clarify requirements for transfers from special reserve funds for capital outlay or other purposes into the general fund for general operating purposes of the district.

Board Policy 3230 - Federal Grant Funds

Policy updated to reflect **NEW FEDERAL REGULATIONS (85 Fed. Reg. 49506)**, effective November 12, 2020, which clarify and renumber requirements for the use and accounting of federal grant funds pursuant to the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called the "Uniform Guidance"). Policy reflects an amendment to the Uniform Guidance which extends the timeframe for submitting the final performance report from 90 to 120 calendar days after the ending date of the grant.

Administrative Regulation 3230 - Federal Grant Funds

Regulation updated to reflect **NEW FEDERAL REGULATIONS (85 Fed. Reg. 49506)**, effective November 12, 2020, which clarify and renumber requirements for the use and accounting of federal grant funds pursuant to the Uniform Guidance. Regulation reflects amendments to the Uniform Guidance which (1) extend the timeframe for paying all obligations of federal funds from 90 to 120 calendar days after the end of the funding period; (2) require districts to give a preference to the purchase, acquisition, or use of goods, products, or materials from the United States as practicable; and (3) increase the threshold for "micro-purchases" and "small purchases" that qualify for simplified procurement procedures. Regulation also adds the requirement to provide for disciplinary actions to be applied when officers, employees, or representatives of the district violate conflict of interest standards. Section on "Personnel" revised to (1) add the district's responsibility to check employee records and ensure that the charges are accurate, allowable, and properly allocated and (2) clarify the documentation requirements for employees whose salary is paid with state or local funds but is used to meet a cost-sharing or matching requirement of the federal grant.

Administrative Regulation 3311.2 - Lease-Leaseback Contracts

Regulation updated to (1) include the maximum term for the lease-leaseback contract as specified in law, (2) reflect the requirement for site and plan approval prior to entering into an agreement, (3) add optional language for a board resolution declaring the intent to enter into a lease-leaseback contract, and (4) move evaluation criteria into the list of items that must be included in the request for sealed proposals. Regulation also reflects **NEW LAW (AB 2311, 2020)** which requires districts to include in all bid documents and construction contracts a notice that the project is subject to state "skilled and trained workforce" requirements.

Administrative Regulation 3311.3 - Design-Build Contracts

Regulation updated to reflect **NEW LAW (AB 2311, 2020)** which requires districts to include in all bid documents and construction contracts a notice that the project is subject to state "skilled and trained workforce" requirements. Regulation also adds a definition of "skilled and trained workforce," and describes the district's responsibilities if the contractor fails to demonstrate compliance with these requirements.

Administrative Regulation 3320 - Claims and Actions Against the District

Regulation updated to add introductory information explaining the procedures that may be used to file a claim for money or damages against the district depending on the cause of action. Section on "Time Limitations" reorganized and clarified, especially with regard to the time limits for claims related to causes of actions which are excepted from the Government Claims Act, are not governed by any other claim presentation statute or regulation, and are addressed through procedures established by the district. Regulation also reflects **NEW LAW (SB 1473, 2020)** which allows a person to submit a claim, amendment to a claim, or application for a late claim by electronic means, if so authorized by a board resolution, in which case the subsequent notices provided by the district must be sent to the electronic address from which the claim was sent unless the claimant specifies an alternative electronic address for that purpose.

Board Policy 3452 - Student Activity Funds

Policy updated to clarify that the policy does not apply to school-connected organizations that are not composed entirely of students or subject to the board's control and regulation. Section on "Fundraising" adds a reference to policy that addresses online fundraising, and addresses fundraising events that involve the sale of foods and/or beverages. Section on "Management and Reporting of Funds" updated to reflect Governmental Accounting Standards Board (GASB) Statement 84, which provides that, if the district has administrative or direct financial involvement with the student organization's assets, as defined, the student activity fund may be considered a governmental fund subject to specific accounting and financial reporting requirements.

Board Policy 3515.3 - District Police/Security Department

Policy updated to reflect **NEW LAW (SB 98, 2020)** which encourages districts to redirect resources currently allocated to district police departments into student support services and professional development on cultural competency and restorative justice. Policy also updates the board's philosophical statement, adds optional language regarding staff training on appropriate contact with district police or security officers, and reflects **NEW LAW (AB 846, 2020)** which requires districts to review the job description that is used in recruitment and hiring and make changes that emphasize community-based policing and collaborative problem solving while de-emphasizing the paramilitary aspects of the job. Section on "Conduct of Officers" revised to prohibit discrimination based on protected characteristics, prohibit district officers from assisting with immigration enforcement at district schools, and reflect requirement for district police departments to adopt policy that provides a minimum standard on the use of force. Policy also reflects the district's eligibility to receive surplus military equipment if the board approves the acquisition of such equipment, and adds a section on "Records" which limits officers' access to or release of student records except when otherwise authorized or required by law.

Administrative Regulation 3515.3 - District Police/Security Department

Regulation updated to reflect law which, effective July 1, 2021, extends the requirement to complete a specified course of training to include security officers who work 20 hours per week or less. Regulation also clarifies that the additional training requirements of Penal Code 832 apply to security officers who carry a firearm while performing their duties. Section on "Qualifications of Police Officers" adds the requirement to complete specialized training within two years of the first date of employment. New section on "Use of Force" reflects (1) **NEW LAW (AB 1196, 2020)** which prohibits a law enforcement agency from authorizing the use of carotid restraints or choke holds, and (2) the requirement for district police departments to adopt policy that provide a minimum standard on the use of force that includes specified components and is consistent with guidelines established by the Commission on Peace Officer Standards and Training.

Board Policy 3600 - Consultants

Policy updated to reflect **NEW LAW (AB 2257, 2020)** which recodifies the three-part test established in Dynamex Operations West, Inc. v. Superior Court of Los Angeles to determine whether a person providing services for remuneration should be classified as an employee or an independent contractor, and **NEW LAWS (AB 2257 and AB 323, 2020)** which establish exceptions to the use of the three-part test. Requirement to afford equal opportunity for contracts revised to add ethnicity and reflect **NEW LAW (AB 3364, 2020)** which changes the term "military and veteran status" to "veteran or military status."

Exhibit 4112.9/4212.9/4312.9 - Employee Notifications

Exhibit updated to add employee notifications related to (1) the rights of employees who are victims of crime or abuse; (2) potential exposure to COVID-19 at a district facility; (3) the right and procedure to access the district's injury and illness prevention program; (4) nondiscrimination on the basis of sex and contact information for the district's Title IX Coordinator; and (5) following an investigation of an alleged misconduct of a district police officer, the district's decision to impose discipline.

Administrative Regulation 4161.2/4261.2/4361.2 - Personal Leaves

Regulation updated to reflect **NEW LAW (AB 2992, 2020)** which extends leave for employees who are victims of domestic violence, sexual assault, or stalking 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 a direct result of a crime. Regulation also reflects provisions of AB 2992 which require districts to inform employees of their rights for such leave and authorize employees, when an unscheduled absence occurs, to submit documentation from a victim advocate or 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 an individual acting on the employee's behalf.

Administrative Regulation 4161.8/4261.8/4361.8 - Family Care and Medical Leave

Regulation updated to reflect **NEW LAW (SB 1383, 2020)** which, for purposes of leave under the California Family Rights Act, (1) revises the definition of "child" to include the child of a registered domestic partner; (2) includes an employee's grandparent, grandchild, sibling, and registered domestic partner as persons for whom an employee may take leave for a serious health condition; (3) repeals a provision of law which had limited any leave related to the birth or placement of the child to only one parent if a district employs both parents, thereby requiring the district to grant leave to each employee; (4) eliminates the district's authority to deny reinstatement, upon return from leave, for an employee who is among the highest paid 10 percent of district employees when the employee's absence would cause substantial and grievous economic injury to district operations; and (5) authorizes military family leave to attend to an exigency arising when the employee's registered domestic partner is on active duty or on call to active duty status in the National Guard or Reserves or is a member of the regular Armed Forces on deployment to a foreign country.

Board Policy 6142.8 - Comprehensive Health Education

Policy updated to reflect the 2019 state curriculum framework for health education, including emphasis on the physical, mental, and social well-being of students and integration of health education with other content areas of the district's curriculum. Policy also reflects law which authorizes districts to provide age-appropriate comprehensive sexual health education prior to grade 7, and law which authorizes instruction in grades K-12 in sexual abuse and sexual assault awareness and prevention provided students are allowed to be excused from such instruction with the written request of the parent/guardian.

Administrative Regulation 6142.8 - Comprehensive Health Education

Regulation updated to more directly reflect state content standards for injury prevention and safety and for personal and community health. Regulation also adds a new section on "High School Health Education" for districts that require a course in health education for graduation, which reflects law requiring that the course in health education include instruction in sexual harassment and violence and instruction in performing compression-only cardiopulmonary resuscitation. Section on "Students Excused from Health Instruction" expanded to address excusals from (1) comprehensive sexual health education and HIV prevention education; (2) instruction in sexual abuse and/or sexual assault awareness and prevention; (3) any exam, survey, or questionnaire which contains questions about the student's or family's personal beliefs or practices in sex,

family life, morality, or religion; and (4) anonymous, voluntary, and confidential tests, questionnaires, and surveys containing age-appropriate questions about students' attitudes concerning or practices relating to sex.

Board Policy 7210 - Facilities Financing

Policy updated to add state facilities funding from the Leroy F. Greene School Facilities Act as a method of funding facilities and to reflect **NEW LAW (SB 820, 2020)** which requires filing the audit of completed facilities projects with the California State Controller. Policy also adds the requirement to comply with law and board policy regarding debt issuance and management.

CSBA Sample Board Policy

Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0420.42(a)

CHARTER SCHOOL RENEWAL

Note: ~~The following policy is optional.~~ When the term of a charter granted by the Governing Board pursuant to Education Code 47605 (~~see BP/AR 0420.4 – Charter School Authorization~~) is due to expire, the charter school must submit a petition for renewal to the Board in accordance with Education Code 47607, ~~as amended by AB 1505 (Ch. 486, Statutes of 2019), and Education Code 47607.2, as added by AB 1505.~~

For a charter that was granted by the State Board of Education (SBE) on appeal after being denied by the district, the renewal petition must first be submitted to the district board that denied the charter, pursuant to Education Code 47605. A petition for the renewal of a charter that was originally granted by the County Board of Education on appeal after being denied by the district must be submitted directly to the County Board as the chartering authority pursuant to 5 CCR 11966.5.

The Governing Board believes that the ongoing operation of a charter school should be dependent on the school's effectiveness in achieving its mission and goals for student learning and other student outcomes. Whenever a charter school submits a petition for renewal of its charter, the Board shall review the petition thoroughly and in a timely manner, **consistent with the timelines set out in the Education Code.** The Board shall consider renewal petitions only of charters originally authorized by the Board itself or by the State Board of Education (**SBE**) on appeal after initial denial by the Board.

(cf. 0420.4 - Charter School Authorization)

(cf. 0420.41 - Charter School Oversight)

(cf. 0420.43 - Charter School Revocation)

(cf. 0500 - Accountability)

The Board shall deny the renewal petition of any charter school operated as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. (Education Code 47604)

When a charter school, concurrently with its renewal petition, proposes to expand operations to one or more additional sites or grade levels, the charter school shall request a material revision to its charter. The material revision may be made only with the approval of the Board and in accordance with the standards and criteria in Education Code 47605 for material revisions. (Education Code 47607)

Note: The following **optional** paragraph may be revised to reflect district timelines for the submission of charter renewal petitions. Education Code 47605, ~~as amended by AB 1505 and AB 1595 (Ch. 543, Statutes of 2019),~~ requires that the Board grant or deny the renewal petition within 90 days of receiving the petition; see section entitled "Timelines for Board Action" below. However, it is recommended that charter schools submit their petition sufficiently early (e.g., as much as nine months before the term of the charter is due to expire) so that, in the event that the Board denies the renewal, the charter school may be able to appeal to the County Board and then to SBE and, if the school closes, to allow students of the charter school to transfer to another school.

CHARTER SCHOOL RENEWAL (continued)

The Board recommends that a charter school submit its petition for renewal to the Board sufficiently early before the expiration of the term of the charter to allow the Board's deliberations and decision on the renewal petition to be completed with minimal disruption to the charter school's educational program in the renewal year.

The petition for renewal shall include a reasonably comprehensive description of how the charter school has met all new charter school requirements enacted into law after the charter was originally granted or last renewed. (Education Code 47607; 5 CCR 11966.4)

Criteria for Granting or Denying Renewal

Note: ~~AB 1505 amended Education Code 47607 and added Education Code 47607.2 to revise the criteria for granting or denying charter renewals and to~~ authorize different lengths of renewals for high-performing, middle-performing, and low-performing charter schools.

Pursuant to Education Code 47607, charter renewals are subject to the same standards and criteria as initial charter authorizations as specified in Education Code 47605, except that the Board may not deny the renewal of an existing charter school based on a finding that (1) the district has a negative or qualified interim certification and is not positioned to absorb the fiscal impact of the proposed charter school or (2) the charter school is unlikely to serve the interests of the entire community in which the school will be located (i.e., the school would substantially undermine or duplicate existing district services or programs). However, these two criteria may be used to deny a proposed expansion of an existing charter school. **See AR 0420.4 - Charter School Authorization for more information regarding the standards and criteria for initial charter authorizations and renewals.**

Renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605. However, a charter renewal shall not be denied based on the fiscal impact of the charter school on the district or a finding that the charter school is unlikely to serve the interests of the entire community in which the school is located, as described in Education Code 47605. (Education Code 47607)

The signature requirement for charter authorization petitions is not applicable to petitions for renewal. (Education Code 47607)

Note: Pursuant to Education Code 47607.2, the review of the charter school's **academic** performance must be based on "verified data" **from assessments and other indicators approved by SBE**, defined as data that are derived from nationally recognized, valid, peer reviewed, and reliable sources that are externally produced and include measures of postsecondary outcomes. SBE is required to identify, by January 1, 2021, a list of valid and reliable assessments that must be used by the Board for this purpose. Until such a list is available, a charter school under consideration for renewal may present data consistent with the definition of "verified data." **In November 2020, SBE approved a list of valid and reliable indicators of academic progress and postsecondary outcomes that may be used to demonstrate a charter school's academic performance. Such indicators are available on CDE's web site.**

CHARTER SCHOOL RENEWAL (continued)

In determining whether to grant a charter renewal, the Board shall review both schoolwide performance and the performance of numerically significant student subgroups on the state and local indicators included in the California School Dashboard, giving greater weight to performance on measurements of academic performance. If the Dashboard indicators are not yet available for the most recently completed academic year before renewal, the Board shall consider verifiable data provided by the charter school related to the Dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system, for the most recent academic year. **The Board shall only consider data from sources adopted by SBE.** (Education Code 47607, 47607.2)

Following the Board's review, a renewal of the charter petition may be granted in accordance with a three-tiered system based on school performance, as follows:

Note: Pursuant to Education Code 47607, as amended by SB 98 (Ch. 24, Statutes of 2020), the criteria described in item #1 below may be achieved for two of the three years immediately preceding the renewal, rather than for the two consecutive years immediately preceding the renewal, if the two consecutive years immediately preceding the renewal include the 2019-20 school year.

1. Renewal of Five to Seven Years

- a. A ~~renewal shall be granted for a period of five to seven years to a~~ charter school that is not eligible for technical assistance pursuant to Education Code 47607.3 **shall be granted renewal for a period of five to seven years when, and that, for two consecutive years immediately preceding the renewal, or for two of the three years immediately preceding the renewal for any renewal submitted in the 2020-21 or 2021-22 school year, the charter school** achieved either of the following: (Education Code 47607)
- (1) Received the two highest performance levels schoolwide on all the state indicators included in the Dashboard for which the charter school receives performance levels, **provided the charter school has schoolwide performance levels on at least two measurements of academic performance per year in each of the two years**
 - (2) For all measurements of academic performance, received performance levels schoolwide that are the same or higher than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are higher than the state average, **provided that the charter school has performance levels on at least two measurements of academic performance for at least two subgroups**

CHARTER SCHOOL RENEWAL (continued)

- b. If the charter school satisfies the above criteria, it shall only be required to update the renewal petition to include a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed and, as necessary, to reflect the current program offered by the charter school. (Education Code 47607)**

2. Renewal of Five Years

- a. A renewal shall be granted for five years if clear and convincing evidence, demonstrated by verified data, shows either of the following: (Education Code 47607.2)
- (1) Measurable increases in academic achievement, as defined by at least one year's progress for each year in school
 - (2) Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers
- b. For any such charter school, the Board may deny the renewal petition upon making written factual findings that the charter school failed to meet or make sufficient progress toward meeting standards that provide a benefit to students at the school, that the closure of the charter school is in the best interest of students, and that the Board's decision provided greater weight to performance on measurements of academic performance. (Education Code 47607.2)

Note: Education Code 47607.2, as amended by SB 98, authorizes the Board to deny renewal of a charter if the criteria described in item #3 below apply in two of the three years immediately preceding the renewal, rather than for two consecutive years immediately preceding the renewal, if the two consecutive years immediately preceding the renewal include the 2019-20 school year.

3. Denial/~~with Option for~~ Two-Year Renewal

- a. The Board shall generally not renew a charter if, for two consecutive years immediately preceding the renewal decision, **or for two of the three years immediately preceding the renewal for any renewal submitted in the 2020-21 or 2021-22 school year,** either of the following applies: (Education Code 47607.2)
- (1) The charter school has received the two lowest performance levels schoolwide on all the state indicators included in the Dashboard for which it receives performance levels, **provided the charter school has schoolwide performance levels on at least two measurements of academic performance per year in each of the two years**

CHARTER SCHOOL RENEWAL (continued)

- (2) For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or lower than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are lower than the state average, **provided that the charter school has performance levels on at least two measurements of academic performance for at least two subgroups**
- b. However, the Board may grant a two-year renewal to any such charter school if the Board makes written factual findings, setting forth specific facts to support the findings, that: **(Education Code 47607.2)**
- (1) The charter school is taking meaningful steps to address the underlying cause(s) of low performance, and those steps are reflected, or will be reflected, in a written plan adopted by the governing body of the charter school.
- (2) There is clear and convincing evidence, demonstrated by verified data, showing achievement of the criteria specified in item #2a above

In addition to all the grounds stated above for denial of a charter renewal, the Board may deny renewal of a charter upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors or a finding that the school is not serving all students who wish to attend. When denying a charter renewal for either of these reasons, the Board shall provide the charter school at least 30 days' notice of the alleged violation and a reasonable opportunity to cure the violation, including the submission of a proposed corrective action plan. **The Board may deny the renewal shall be denied if the Board finds either that for these reasons only upon a finding that either** the corrective action proposed by the charter school has been unsuccessful or that the violations are sufficiently severe and pervasive as to render a corrective action plan unviable. Any finding that a school is not serving all students who wish to attend shall specifically identify the evidence supporting the finding. (Education Code 47607)

<p>Note: Charter schools that serve high-risk students may qualify for the state's Dashboard Alternative School Status (DASS) program, which uses modified methods of measurement for accountability indicators when appropriate. Charter schools that participate in the DASS are subject to the following criteria specified in Education Code 47607 46607, as amended by AB 1505.</p>

A charter school that **is eligible qualifies** for the state's Dashboard Alternative School Status shall not be subject to any of the above criteria. Instead, in determining whether to grant a

CHARTER SCHOOL RENEWAL (continued)

charter renewal for such a charter school, the Board shall consider, in addition to the charter school's performance on the state and local indicators included in the Dashboard, the charter school's performance on alternative metrics applicable to the charter school based on the student population served. The Board shall meet with the charter school during the first year of the charter school's term to mutually agree to discuss alternative metrics to be considered and shall notify the charter school of the alternative metrics to be used within 30 days of this meeting. The Board may deny a charter renewal only upon making written findings, setting forth specific facts to support the findings, that the closure of the charter school is in the best interest of students. (Education Code 47607)

Timelines for Board Action

Note: State law does not expressly provide a timeline for a public hearing on the renewal petition or for the Board's final decision on the renewal. However, pursuant to Education Code 47607, renewals are generally subject to the same standards and criteria applicable to initial charter authorizations, as specified in Education Code 47605. ~~As amended by AB 1505 and AB 1595, Education Code 47605 extends the timeline for the hearing for a charter petition from 30 to 60 days of the receipt of the petition. In addition, Education Code 47605 defines receipt of the petition as the date that the petitioner submits the petition to the district, and requires the Board to publish staff recommendations regarding the petition at least 15 days prior to the hearing at which the Board will grant or deny the petition.~~ The following section reflects the timelines established for initial charter authorizations.

Within 60 days of receiving the renewal petition, the Board shall hold a public hearing to review documentation submitted by the charter school, **determine the level of support for the petition**, and obtain public input. A petition is deemed received on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. (Education Code 47605)

The Board shall either grant or deny the charter renewal within 90 days of receiving the petition ~~or within 120 days with the consent of both the petitioner and the Board.~~ **The date may be extended by an additional 30 days if both the petitioner and the Board agree to the extension.** (Education Code 47605)

At least 15 days before the public hearing at which the Board will grant or deny the charter petition, the Board shall publish all staff recommendations and recommended findings regarding the petition. During the public hearing, petitioners shall have equal time and opportunity to present evidence and testimony to respond to the staff recommendations and findings. (Education Code 47605)

If the Board fails to make a written factual finding when required for denial of the petition pursuant to the section "Criteria for Granting or Denying Renewal" above within the required time period, the absence of a written factual finding shall be deemed an approval of the renewal petition. (5 CCR 11966.4)

CHARTER SCHOOL RENEWAL (continued)

The Superintendent or designee shall provide notification to CDE, within 10 calendar days of the Board's action, whenever a renewal of the charter is granted or denied. (Education Code 47604.32; 5 CCR 11962.1)

If the Board denies a renewal petition, the charter school may submit its application for renewal to the County Board within 30 days of the Board's written factual findings supporting the denial. (Education Code 47605, 47607.5)

School Closure

If a charter is not renewed and the charter school ceases operation, ~~the Board and/or the charter school shall implement~~ the school closure procedures specified in the charter in accordance with Education Code 47605 and 5 CCR 11962 **shall be implemented.** (Education Code ~~47603.32~~ **47604.32, 47605**)

*Legal Reference:*EDUCATION CODE

47600-47616.7 Charter Schools Act of 1992

52052 Definition of numerically significant student subgroup

56145-56146 Special education services in charter schools

60600-60649 Assessment of academic achievement

CODE OF REGULATIONS, TITLE 5~~11960-11969 Charter schools~~**11962-11962.1 Definitions****11966.4 Submission of charter renewal petition****11966.5 Charter petitions that have not been renewed; submission to county board of education**UNITED STATES CODE, TITLE 20

7223-7225 Charter schools

*Management Resources:*CSBA PUBLICATIONS*The Role of the Charter School Authorizer, Online Course**Charter Schools: A Guide for Governance Teams, rev. 2016*WEB SITESCSBA: <http://www.csba.org>**California Charter Authorizing Professionals: <https://calauthorizers.org>**California Charter Schools Association: <http://www.calecharters.org> <https://www.ccsa.org>California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/esch>National Association of Charter School Authorizers: <http://www.charterauthorizers.org>**<https://www.qualitycharters.org>**U.S. Department of Education: <http://www.ed.gov>

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CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3110(a)

TRANSFER OF FUNDS

Note: Education Code 41010 and 42600 requires districts to expend funds in accordance with the classification of expenditures included in their adopted budget and in the California School Accounting Manual. However, in certain limited circumstances, the Governing Board may approve interfund borrowing or the transfer of money between funds. The following policy may be revised to reflect district practice. The following **optional** policy may be revised to reflect district practice.

The Governing Board recognizes its responsibility to monitor the district's fiscal practices to ensure accountability regarding the expenditure of public funds and compliance with legal requirements.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3100 - Budget)

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

(cf. 3460 - Financial Reports and Accountability)

Note: Education Code 42600 requires the district to expend funds in accordance with the classification of expenditures included in its adopted budget. However, other provisions of state law provide exceptions under which money may be transferred from one fund or account to another, as reflected in items #1-5 below.

AB 97 (Ch. 47, Statutes of 2013) repealed Education Code 17583 which provided a process for the transfer of excess local funds in the deferred maintenance fund to any other expenditure classifications whenever state funds for deferred maintenance are insufficient to fully match local funds.

AB 97 also repealed Education Code 42605, which provided temporary flexibility for specified "Tier 3" categorical programs, and redirects the funding for those categorical programs into the local control funding formula (LCFF) (Education Code 42238.01 42238.07). The supplemental and concentration grant portions of the LCFF may be used for any schoolwide or districtwide educational purpose in accordance with state regulations to be adopted by January 31, 2014, with the goal of increasing or improving services for students who are eligible for free and reduced-price meals, English learners, and foster youth; see BP/AR 0460—Local Control and Accountability Plan and BP/AR 3100—Budget.

The total amount budgeted by the district for each major classification of expenditures, as listed in the California Department of Education's budget forms, shall be the maximum amount which the district may expend for that classification for the school year. (Education Code 42600)

However, when it is in the best interest of the district, the Board may:

1. At any time, adopt a written resolution providing for transfers from the designated fund balance or the unappropriated fund balance to any expenditure classification or between classifications. The resolution shall be filed with the County Superintendent of Schools and the **C**eounty **A**uditor. (Education Code 42600)

TRANSFER OF FUNDS (continued)***(cf. 9323.2 - Actions by the Board)***

2. Direct the temporary transfer of monies held in any district fund or account to another fund or account as necessary for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. No more than 75 percent of the maximum amount held in any fund or account during the current fiscal year may be transferred. Amounts transferred shall be repaid 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. (Education Code 42603)

Note: Education Code 42603.1, as added by SB 98 (Ch. 23, Statutes of 2020), adds the following authorization for the temporary transfer of funds for the 2020-21 and 2021-22 fiscal years, if the state defers any payments owed to districts.

For the 2020-21 and 2021-22 fiscal years only, if the state defers any payments owed to districts, the Board may direct the temporary transfer of up to 85 percent of the maximum amount held in any fund or account during the current fiscal year for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. Prior to exercising this authority, the Board shall hold a public hearing and adopt a resolution authorizing such transfer. (Education Code 42603.1)

Note: Pursuant to Education Code 42601, **the district, with the approval of** the Governing Board, may identify and request that the County Superintendent of Schools make transfers at the close of a school year in order to permit the payment of district obligations **incurred during that school year**, as provided in item #3 below. For elementary school districts with average daily attendance (ADA) of 900 or less, high school districts with ADA of 300 or less, or unified districts with ADA of 1,500 or less, the County Superintendent may identify and make the transfers, with the consent of the Board.

3. At the close of a school year, request that the County Superintendent make transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification(s), or balance any expenditure classifications of the district budget as necessary for the payment of obligations incurred during that school year. (Education Code 42601)
4. **Specify amounts to be transferred by the county auditor and treasurer from the district's general fund to the special reserve fund during the fiscal year.** If any special reserve funds **that** are maintained for **purposes other than** capital outlay or **other purposes pursuant to Education Code 42842** if monies in the special reserve fund are not actually encumbered for ongoing expenses, ~~the Board may~~ transfer those

TRANSFER OF FUNDS (continued)

monies into the general fund for the general operating purposes of the district. If any monies remain in the special reserve fund at the conclusion of a project, the Board may **submit a, by**-written request to the County Superintendent, **A**auditor, and **T**reasurer; **to discontinue the special reserve fund and** transfer those monies to the district's general fund. (Education Code 42841-42843)

5. Transfer monies between other funds or accounts when authorized by law.

*Legal Reference:*EDUCATION CODE

78 Definition, governing board

5200 Districts governed by boards of education

16095 Transfer of district funds to district state school building fund

41010 California School Accounting Manual

41301 Section A state school fund allocation schedule

42125 Designated and unappropriated fund balances

42238-42251 Apportionments to districts, especially:

42238.01-42238.07 Local control funding formula

42600 District budget limitation on expenditure

42601 Transfers between funds to permit payment of obligations at close of year

42603 **Temporary** Transfer of monies held in any fund or account to another fund; repayment**42603.1 Temporary transfer of monies held in any fund or account to another fund; state deferrals; fiscal years 2020-21 and 2021-22**

42840-42843 Special reserve fund

52616.4 Expenditures from adult education fund

*Management Resources:***CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS****California School Accounting Manual**WEB SITESCSBA: <http://www.csba.org>California Department of Education: <http://www.cde.ca.gov>Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3230(a)

FEDERAL GRANT FUNDS

Note: All grants awarded by the federal government, including formula grants (e.g., Title I funding, Part B of the Individuals with Disabilities Education Act) and discretionary grants, are subject to the requirements contained in the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called "Uniform Guidance"), as specified in 2 CFR 200.0-200.521 and Appendices I-XII. **2 CCR 200.109 requires that the Uniform Guidance be reviewed every five years. Revisions to the Uniform Guidance (85 Fed. Reg. 49506), effective November 12, 2020, address the information that grant recipients are required to report, implement relevant statutory requirements, and clarify existing requirements.**

~~The Uniform Guidance, adopted in December 2014, includes new provisions but primarily consolidates guidance from earlier OMB circulars.~~

~~Pursuant to 2 CFR 200.110, the Uniform Guidance applies to all new and continuing grant awards made on or after December 26, 2014, except that, as amended by 82 Fed. Reg. 94, districts may choose to delay implementation of the new procurement standards until July 1, 2018 or such later date as may be approved in the Uniform Guidance. See the accompanying administrative regulation for optional language accepting the delayed implementation.~~

Pursuant to 2 CFR 200.302, 200.318, and 200.319, the district is **mandated** to adopt written procedures related to procurement, conflict of interest, cash management, payments, and allowable costs. In addition to the following policy, it is recommended that districts maintain a detailed administrative regulation or procedures manual addressing the mandated components.

The Governing Board recognizes the district's responsibility to maintain fiscal integrity and transparency in the use of all funds awarded through federal grants. The district shall comply with all requirements detailed in any grant agreement with an awarding agency and with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in 2 CFR 200.0-200.521 and any stricter state laws and district policy.

Any goods or services purchased with federal funds shall be reasonable in cost and necessary for the proper and efficient performance or administration of the program.

The Superintendent or designee shall ensure that the district's financial management systems and procedures provide for the following: (2 CFR 200.302)

1. Identification in district accounts of each federal award received and expended and the federal program under which it was received

(cf. 3100 - Budget)

FEDERAL GRANT FUNDS (continued)

2. Accurate, current, and complete disclosure of the financial **and performance** results of each federal award or program in accordance with the reporting requirements of 2 CFR **200.327 and 200.328 and 200.329**

(cf. 3460 - Financial Reports and Accountability)

3. Records and supporting documentation that adequately identify the source and application of funds for federally funded activities, including information pertaining to federal awards, authorizations, **financial** obligations, unobligated balances, assets, expenditures, income, and interest

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

4. Effective controls **over** and accountability for all funds, property, and other assets and assurance that all assets are used solely for authorized purposes
5. Comparison of actual expenditures with budgeted amounts for each federal award
6. Written procedures to implement provisions governing payments as specified in 2 CFR 200.305
7. Written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award

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

The Superintendent or designee shall develop and implement appropriate internal control processes to reasonably assure that transactions are properly executed, recorded, and accounted for so that the district can prepare reliable financial statements and federal reports, maintain accountability over assets, and demonstrate compliance with federal laws, regulations, and conditions of the federal award. (2 CFR 200.61, 200.62, 200.303)

Equipment purchased with federal funds shall be properly inventoried and adequately maintained to safeguard against loss, damage, or theft of the property.

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

(cf. 3440 - Inventories)

(cf. 3512 - Equipment)

All staff involved in the administration or implementation of programs and activities supported by federal funds shall receive information and training on the allowable use of federal funds, purchasing procedures, and reporting processes commensurate with their duties.

FEDERAL GRANT FUNDS (continued)*(cf. 4131 - Staff Development)**(cf. 4231 - Staff Development)**(cf. 4331 - Staff Development)*

Note: Pursuant to 2 CFR 200.328 **and 200.329**, districts must submit **financial and** performance reports at the interval required by the awarding agency, which shall be at least annually but no more often than quarterly except in unusual circumstances. **Status reports due annually must be submitted no later than 90 calendar days after the reporting period, and reports due quarterly or semi-annually must be submitted no later than 30 calendar days after the reporting period. As amended by 85 Fed. Reg. 49506, 2 CFR 200.329 increases the time period for submitting final performance reports from 90 to 120 days after the performance end date.** The district may request an extension of the due date for any performance report for justifiable reasons.

In addition, the California Department of Education (CDE) is required under Education Code 64001 to monitor districts' compliance with legal requirements for federal categorical programs. This monitoring is accomplished through the Federal Program Monitoring process, which is based on a combination of data and document reviews and on-site visits. For further information, see the CDE's website and BP 6190 - Evaluation of the Instructional Program.

The district shall submit **financial and** performance reports to the awarding agency in accordance with the schedule and indicators required for that federal grant by law and the awarding agency. As required, such reports may include a comparison of actual accomplishments to the objectives of the federal award, the relationship between financial data and performance accomplishments, the reasons that established goals were not met if applicable, cost information to demonstrate cost-effective practices, analysis and explanation of any cost overruns or high unit costs, and other relevant information. The final performance report shall be submitted ~~within 90~~ **no later than 120 calendar** days after the ending date of the grant. (2 CFR 200.301, 200.328, **200.329**)

*(cf. 0500 - Accountability)**(cf. 6190 - Evaluation of the Instructional Program)**Legal Reference: (see next page)*

FEDERAL GRANT FUNDS (continued)

Legal Reference:

EDUCATION CODE

42122-42129 Budget requirements

64001 School plan for student achievement, consolidated application programs

CODE OF FEDERAL REGULATIONS, TITLE 2

180.220 Amount of contract subject to suspension and debarment rules

200.0-200.521 Federal uniform grant guidance, especially:

200.1-200.99 Definitions

200.100-200.113 General provisions

200.317-200.326 Procurement standards

200.327-200.329 Monitoring and reporting

200.333-200.337 Record retention

200.400-200.475 Cost principles

200.500-200.521 Audit requirements

CODE OF FEDERAL REGULATIONS, TITLE 34

76.730-76.731 Records related to federal grant programs

CODE OF FEDERAL REGULATIONS, TITLE 48

2.101 Federal acquisition regulation; definitions

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Department of Education Audit Guide

California School Accounting Manual

EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Questions and Answers Regarding 2 CFR Part 200, March 17, 2016

WEB SITES

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

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

Office of Management and Budget, Uniform Guidance: https://www.whitehouse.gov/omb/grants_does

State Controller's Office: <http://www.sco.ca.gov>

System for Award Management (SAM): <http://www.sam.gov/SAMportal/SAM/###11>

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

U.S. Government Accountability Office: <http://www.gao.gov>

CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3230(a)

FEDERAL GRANT FUNDS

Note: The following administrative regulation reflects the major requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called "Uniform Guidance"), as specified in 2 CFR 200.0-200.521 and Appendices I-XII, **as amended by 85 Fed. Reg. 49506. The Uniform Guidance** which governs the use of federal formula and discretionary grant funds awarded to districts **all grants awarded by the federal government, including formula grants (e.g., Title I funding, Part B of the Individuals with Disabilities Education Act) and discretionary grants.** Pursuant to 2 CFR 200.302, 200.318, and 200.319, the district is **mandated** to adopt written procedures related to procurement, conflict of interest, cash management, payments, and allowable costs.

Pursuant to Public Contract Code 20111, **as amended by SB 544 (Ch. 395, Statutes of 2017), clarifies that** districts participating in a federally funded child nutrition program, such as the National School Lunch and/or Breakfast Program, must comply with the federal procurement standards of 2 CFR 200.318-200.326.

The requirements of the Uniform Guidance are extensive and are not fully covered in the following administrative regulation. It is recommended that the district expand the following regulation and/or maintain a comprehensive procedures manual which contains internal controls and grant management standards used by the district to ensure the lawful expenditure of federal funds, including, but not limited to, procedures and protocols for cash management, procurement, inventory management, allowability of expenditures, "time and effort" reporting by personnel, and record retention.

To ensure the lawful expenditure of any federal formula or discretionary grant funds awarded to the district, the Superintendent or designee shall comply with the requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), as contained in 2 CFR 200.0-200.521 and Appendices I-XII.

Allowable Costs

Note: 2 CFR 200.302 **mandates** that districts develop written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award. Districts may revise this section or their detailed procedures manual to reflect those requirements.

Prior to obligating or spending any federal grant funds, the Superintendent or designee shall determine whether a proposed purchase is an allowable expenditure in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the award. **He/she The Superintendent or designee** shall also determine whether the expense is a direct or indirect cost as defined in 2 CFR 200.413 and 200.414 and, if the purchase will benefit other programs not included in the grant award, the appropriate share to be allocated to the federal grant.

(cf. 3350 - Travel Expenses)

FEDERAL GRANT FUNDS (continued)

Note: Pursuant to Education Code 42126, which requires the Superintendent of Public Instruction to prescribe a uniform format for district budgets, districts are required to use the Standardized Account Code Structure (SACS). SACS ensures that districts meet state and federal reporting guidelines and comply with generally accepted accounting principles prescribed by the Governmental Accounting Standards Board. The California Department of Education's California School Accounting Manual provides guidance regarding coding of revenues and expenditures and reflects the Uniform Guidance.

The Superintendent or designee shall review and approve all transactions involving federal grant funds and shall ensure the proper coding of expenditures consistent with the California School Accounting Manual.

(cf. 3300 - Expenditures and Purchases)

(cf. 3314 - Payment for Goods and Services)

Period of Performance

Note: Pursuant to 2 CFR ~~200.343~~ **200.344**, any federal funds that are not obligated or paid within the appropriate timeframes must be returned to the awarding agency. Thus, districts should closely monitor spending throughout the grant cycle.

As amended by 85 Fed. Reg. 49506, 2 CFR 200.344 increases the number of days for districts to liquidate all financial obligations from 90 days to 120 days.

All obligations of federal funds shall occur on or between the beginning and ending dates of the grant project and shall be paid no later than ~~90~~ **120 calendar** days after the end of the funding period, unless specifically authorized by the grant award to be carried over beyond the initial term of the grant. (2 CFR 200.77, 200.308, 200.309, ~~200.343~~**200.344**)

Procurement

Note: ~~2 CFR 200.110, as amended by 82 Fed. Reg. 22609, authorizes districts to delay implementation of the procurement standards in the Uniform Guidance (2 CFR 200.317-200.326) until July 1, 2018 or such later date as may be approved in the Uniform Guidance. Districts that choose to delay implementation are mandated by 2 CFR 200.110 to document this decision in their procurement policies and should revise the following paragraph accordingly.~~ **Districts are required to comply with the procurement standards specified in 2 CFR 200.317-200.327 as well as state laws pertaining to bidding and procurement.**

2 CFR 200.322, as added by 85 Fed. Reg. 49506, requires districts, to the extent practicable under a federal award, to give preference to the purchase, acquisition, or use of goods, products, or materials from the United States.

When procuring goods and services with a federal grant, the Superintendent or designee shall comply with the standards contained in 2 CFR 200.317-~~200.326~~**200.327** and Appendix II of Part 200, ~~or and~~ with any applicable state **bidding or procurement** law or district policy that is more restrictive.

FEDERAL GRANT FUNDS (continued)

As appropriate to encourage greater economy and efficiency, the Superintendent or designee shall avoid acquisition of unnecessary or duplicative items, give consideration to consolidating or breaking out procurements, analyze lease versus purchase alternatives, consider entering into an interagency agreement for procurement of common or shared goods and services, and/or use federal excess or surplus property. (2 CFR 200.318)

Note: 2 CFR 200.318 **mandates** that districts have written procedures that address all applicable laws regarding the use of federal grant funds in procurement transactions. The U.S. Department of Education's (USDOE) Questions and Answers Regarding 2 CFR Part 200 clarifies that such procedures must address issues related to the bid process (e.g., source evaluation, protests, and claims) **since 2 CFR 200.318 provides that the district is solely responsible for settlement of all contractual and administrative issues arising out of the procurement process.**

The following list reflects major requirements contained in the Uniform Guidance. Districts may revise the following list or the district's comprehensive procedures manual to include additional detail, such as a description of the documents that will be used (e.g., purchase order, requisition), staff responsibilities, and the process for soliciting and receiving bids.

The procurement of goods or services with federal funds shall be conducted in a manner that provides full and open competition in accordance with state laws and district regulations and the following requirements:

Note: 2 CFR 200.67 **and 200.320** permits districts to establish simplified procurement procedures for "micro-purchases," as described in item #1 below. Pursuant to **2 CFR 200.320, districts are responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and district procurement procedures.** Pursuant to 2 CFR 200.320, as amended by 85 Fed. Reg. 49506, and 48 CFR 2.101, the threshold for such purchases ~~is \$3,500~~ cannot exceed \$10,000 except as otherwise specified, and will be periodically adjusted for inflation. **However, pursuant to 2 CFR 200.320, as amended, a district may be eligible to establish a micro-purchase threshold up to \$50,000 on an annual basis if the district is able to self-certify that it may do so, with documentation of one of the following criteria: (1) the district's qualification as a low-risk auditee in accordance with 2 CFR 200.520; (2) an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or (3) a higher threshold consistent with state law. Districts may establish a threshold higher than \$50,000 with approval of the appropriate federal agency. Item #1 may be revised to reflect the threshold established by the district.**

Use of the simplified procedures requires that the district determine the price to be "reasonable." According to the USDOE's Questions and Answers Regarding 2 CFR Part 200, a documented review of web sites would meet this requirement.

As amended, 2 CFR 200.320 increases the "small purchases" limit under the Uniform Guidance (item #2 below) ~~is \$150,000~~ to \$250,000 in accordance with 48 CFR 2.101. However, the more restrictive California bid limits in Public Contract Code 20111 and district procurement policies must be applied to define the "small purchase" requirements.

Any purchases above the California bid limits ~~(see BP/AR 3311 - Bids)~~ must follow California law. **See BP/AR 3311 - Bids for more information regarding bids and bid limits.**

FEDERAL GRANT FUNDS (continued)

1. Any purchase of supplies or services that does not exceed the "micro-purchase" threshold ~~specified in~~ **established by the district in accordance with** 48 CFR 2.101 may be awarded without soliciting competitive quotes, provided that the district considers the price to be reasonable and maintains written evidence of this reasonableness in the record of all micro-purchases. (2 CFR 200.67, 200.320)
2. For any purchase that exceeds the micro-purchase threshold but is less than the bid limit required by Public Contract Code 20111, the Superintendent or designee shall utilize "small-purchase" procedures that include obtaining price or rate quotes from an adequate number of qualified sources. (2 CFR 200.320)
3. Contracts for goods or services over the bid limits required by Public Contract Code 20111 shall be awarded pursuant to California law and AR 3311 - Bids, unless exempt from bidding under the law.

(cf. 3311 - Bids)

4. If a purchase is exempt from bidding and the district's solicitation is by a request for proposals, the award may be made by either a fixed-price or cost-reimbursement type contract awarded to the entity whose proposal is most advantageous to the program, with price and other factors considered. (2 CFR 200.320)

(cf. 3312 - Contracts)

5. Procurement by noncompetitive proposals (sole sourcing) may be used only when the item is available exclusively from a single source, the need or emergency will not permit a delay resulting from competitive solicitation, the awarding agency expressly authorizes sole sourcing in response to the district's request, and/or competition is determined inadequate after solicitation of a number of sources. (2 CFR 200.320)
6. Time and materials type contracts may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. *Time and materials type contract* means a contract for which the cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. (2 CFR ~~200.328~~ **200.318**)

<p>Note: 2 CFR 200.213-200.214 restricts districts from procuring goods or services from entities that have been debarred, suspended, or otherwise excluded from participation in federal assistance programs or activities. Districts may require certification of eligibility from the vendor or use the federal System for Award Management website to determine whether a particular entity has been excluded.</p>
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FEDERAL GRANT FUNDS (continued)

For any purchase of \$25,000 or more, the Superintendent or designee shall verify that any vendor which is used to procure goods or services is not excluded or disqualified by the federal government. (2 CFR 180.220, **200.213-200.214**)

Note: 2 CFR 200.319 **mandates** that districts have written procedures for procurement transactions that include the following components.

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall avoid detailed product specifications to the extent possible, but may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or not economical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used to define the performance or other salient requirements of procurement, clearly stating the specific features of the named brand which must be met by offers. In addition, every solicitation shall identify all requirements which the offer must fulfill and any other factors to be used in evaluating bids or proposals. (2 CFR 200.319)

The Superintendent or designee shall maintain sufficient records to document the procurement, including, but not limited to, the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price. (2 CFR 200.318)

The Superintendent or designee shall ensure that all contracts for purchases using federal grant funds contain the applicable contract provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. (2 CFR **200.326-200.327**)

Capital Expenditures

Note: 2 CFR 200.313 and 200.439 require a district receiving federal grant funds to obtain prior written approval from the awarding agency before incurring the cost of a capital expenditure, as defined in 2 CFR 200.12 and 200.13. See AR 3512 - Equipment for further information about requirements related to equipment purchased with federal funds, including labeling, maintenance, and inventory of the equipment and continued use of the equipment after the program ceases to be supported by federal funds.

The Superintendent or designee shall obtain prior written approval from the awarding agency before using federal funds to make capital expenditures, including the acquisition of land, facilities, equipment, and intellectual property and expenditures to make additions,

FEDERAL GRANT FUNDS (continued)

improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. (2 CFR ~~200.12, 200.13, 200.20, 200.33, 200.48, 200.58, 200.89,~~ 200.313, 200.439)

Conflict of Interest

Note: 2 CFR 200.318 **mandates** that districts maintain written standards of conduct covering conflicts of interest and the ~~performance actions~~ of employees engaged in the selection, award, and administration of contracts. **The district's standards of conduct must also provide for disciplinary actions to be applied when officers, employees, or representatives of the district violate conflict of interest standards. The district should revise this section or its detailed procedures manual to reflect district practice.**

~~No~~ Governing Board members, district employees, ~~and other~~ district representatives shall **not** participate in the selection, award, or administration of a contract supported by federal funds if ~~he/she has~~ **they have** a real or apparent conflict of interest, such as when ~~he/she~~ **they** or a member of ~~his/her~~ **their** immediate family, ~~his/her~~ **their** partner, or an organization which employs or is about to employ any of them has a financial ~~or other~~ interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value. (2 CFR 200.318)

Employees engaged in the selection, award, and administration of contracts shall also comply with BB 9270 - Conflict of Interest.

(cf. 9270 - Conflict of Interest)

Persons involved in the selection, award, or administration of a contract supported by federal funds shall be subject to discipline for any violation of conflict of interest standards. (2 CFR 200.318)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218.1 - Dismissal/Suspension/Disciplinary Action (Merit System))

Cash Management

Note: Pursuant to 2 CFR 200.302, districts are **mandated** to develop written procedures to implement the requirements of 2 CFR 200.305.

The Superintendent or designee shall ensure the district's compliance with 2 CFR 200.305 pertaining to payments and cash management, including compliance with applicable methods and procedures that minimize the time elapsing between the transfer of funds to the district and the district's disbursement of funds. (2 CFR 200.305)

FEDERAL GRANT FUNDS (continued)

Note: Pursuant to 2 CFR 200.305, a district may be paid in advance by the awarding agency if it maintains written procedures that minimize the time elapsing between the transfer of funds and disbursement by the district as well as financial management systems that meet the standards for fund control and accountability as established in the Uniform Guidance.

When authorized by law, the district may receive advance payments of federal grant funds, limited to the minimum amounts needed and timed in accordance with the actual immediate cash requirements of the district for carrying out the purpose of the program or project. Except under specified conditions, the district shall maintain the advance payments in an interest-bearing account. The district shall remit interest earned on the advanced payment to the awarding agency on an annual basis, but may retain interest amounts specified in 2 CFR 200.305 for administrative expenses. (2 CFR 200.305)

When required by the awarding agency, the district shall instead submit a request for reimbursement of actual expenses incurred. The district may also request reimbursement as an alternative to receiving advance payments. (2 CFR 200.305)

The Superintendent or designee shall maintain source documentation supporting the expenditure of federal funds, such as invoices, time sheets, payroll stubs, or other appropriate documentation.

Personnel

Note: In order to charge staff compensation as an allowable expense of federal grant funds pursuant to 2 CFR 200.430, employees must document the amount of time they spend on grant activities supported by federal funds. These documents, known as "time and effort" records, are used to charge the costs of personnel compensation to federal grants. It is recommended that the district's administrative regulation reflect district practice for documenting time and effort, such as the type of documentation maintained, signature requirements, how often certifications will be completed, and review of the records by a supervisor.

All district employees who are paid in full or in part with federal funds, **including employees whose salary is paid with state or local funds but is used to meet a required match or in-kind contribution to a federal program,** shall document the amount of time they spend on grant activities. **Such records shall be incorporated into the official records of the district and shall be subject to a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated in accordance with 2 CFR 200.430.** (2 CFR 200.430)

Salaries and wages of employees whose salary is paid with state or local funds but are used to meet a cost-sharing or matching requirement of the federal grant shall be documented in the same manner as salaries and wages claimed for reimbursement under a federal grant. (2 CFR 200.430)

FEDERAL GRANT FUNDS (continued)**Records**

Except as otherwise provided in 2 CFR ~~200.333~~ **200.334**, or where state law or district policy requires a longer retention period, financial records, supporting documents, statistical records, and all other district records related to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for a federal award that is renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. (2 CFR ~~200.333~~ **200.334**)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Audits

Note: Pursuant to 2 CFR 200.501, districts that expend \$750,000 or more in federal grant funds during a fiscal year must have a single audit conducted in accordance with 2 CFR 200.514, unless it chooses to have a program-specific audit conducted in accordance with 2 CFR 200.507. Districts that expend more than \$50 million in federal funds are subject to the requirements specified in 2 CFR 200.513. District audits are also subject to the requirements in Education Code 41020, the state Education Audit Appeal Panel's Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, and the California Department of Education Audit Guide. See BP/AR 3460 - Financial Reports and Accountability for further information about audit requirements.

Pursuant to 2 CFR 200.501, districts that expend less than \$750,000 in federal grant funds per fiscal year are exempt from federal audit requirements but must make records available for review or audit by the awarding agency, the pass-through entity, and U.S. Government Accountability Office. Such districts may delete the following section.

Whenever the district expends \$750,000 or more in federal grant funds during a fiscal year, it shall arrange for either a single audit or a program-specific audit in accordance with 2 CFR 200.507 or 200.514. (2 CFR 200.501)

The Superintendent or designee shall ensure that the audit meets the requirements specified in 2 CFR 200.500-200.521.

Specified records pertaining to the audit of federal funds expended by the district shall be transmitted to the clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the audit period, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (2 CFR 200.512)

FEDERAL GRANT FUNDS (continued)

In the event that the audit identifies any deficiency, the Superintendent or designee shall promptly act to either correct the identified deficiency, produce recommended improvements, or demonstrate that the audit finding is invalid or does not warrant action. (2 CFR 200.26, 200.508, 200.511)

CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3311.2(a)

LEASE-LEASEBACK CONTRACTS

Note: The following administrative regulation addresses construction financing contracts that are commonly described as "lease-leaseback" contracts. ~~Education Code 17406, as amended by AB 2316 (Ch. 521, Statutes of 2016), no longer permits the selection of a lease-leaseback contractor without advertising, and instead requires districts to use a comprehensive "best value" selection process.~~ Education Code 17406, as amended, **mandates** that any district choosing to award a lease-leaseback contract adopt and publish procedures and guidelines for evaluating the qualifications of proposers that ensure the fair and impartial selection of the "best value" for the district. In addition, for any project that will involve the use of preconstruction services, the request for sealed proposals must require proposers to include the fee to perform the preconstruction services as part of their sealed proposal to the district. Such procedures and guidelines must include, at a minimum, the provisions specified in Education Code 17406 as reflected in the following regulation.

The lease-leaseback financing method should only be used in coordination with competent technical consultants and legal counsel to ensure all legal requirements are met.

The district may lease currently owned district property to any person, firm, or corporation for a minimum of \$1 per year **for a term not to exceed 99 years**, as long as the lease requires the person, firm, or corporation to construct a building or buildings on the property for the district's use during the lease and the property and building(s) will vest in the district at the expiration of the lease ("lease-leaseback"). (Education Code **17403**, 17406)

(cf. 3280 - Sale or Lease of District-Owned Real Property)

(cf. 3312 - Contracts)

Before the district enters into such a lease or agreement, it shall have available a site upon which a building may be constructed for use by the district, shall have complied with requirements related to the selection and approval of sites, and shall have prepared and adopted plans and specifications for the building that have been approved in accordance with Education Code 17280-17316. (Education Code 17402)

(cf. 7150 - Site Selection and Development)

Procedures for Awarding the Contract

Note: The following optional paragraph may be revised to reflect district practice. Pursuant to Education Code 17417, the Governing Board must adopt a resolution of intent to enter into a lease or agreement related to real property and buildings to be used by the district. However, pursuant to Education Code 17406, Education Code 17417 is not applicable to lease-leaseback agreements. As a best practice, the district may choose to adopt such a resolution for lease-leaseback contracts in order to inform the public and prospective proposers of the available site and the procedures for awarding the contract.

LEASE-LEASEBACK CONTRACTS (continued)

The district's intent to enter into a lease-leaseback contract may be described in a resolution adopted by the Governing Board which includes, but is not be limited to, a description of the available site and the building to be constructed, the amount and term of the lease, and where to obtain information about the procedures for submitting a proposal.

Any lease-leaseback contract shall be awarded through a competitive "best value" procurement process whereby a person, firm, or corporation is selected on the basis of objective criteria for evaluating the qualifications of proposers, with the resulting selection representing the best combination of price and qualifications. **To make this determination, the district shall use the following procedures:** (Education Code 17400, 17406)

To make this determination, the district shall use the following procedures: (Education Code 17406; Public Contract Code 2600)

1. **Request for Sealed Proposals:** The Superintendent or designee shall prepare a request for sealed proposals which shall include:
 - a. An estimate of the project's price
 - b. A clear, precise description of any preconstruction services that may be required and the facilities to be constructed
 - c. The key elements of the contract to be awarded
 - d. A description of the format that proposals shall follow and the elements they shall contain
 - e. The standards the district will use in evaluating proposals **and the qualifications of the proposers, including:**
 - (1) **Relevant experience**
 - (2) **Safety record**
 - (3) **Price proposal, including, at the district's discretion, either a lump-sum price for the contract to be awarded or the proposer's proposed fee to perform the services requested, including the proposer's proposed fee to perform preconstruction services or any other work related to the facilities to be constructed, as requested by the district**

LEASE-LEASEBACK CONTRACTS (continued)

(4) Whether each criterion will be evaluated on a pass-fail basis or will be scored as part of the "best value" score, and whether proposers must achieve any minimum qualification score for award of the contract

(5) For each scored criterion, the methodology and rating or weighting system that will be used by the district in evaluating the criterion, including the weight assigned to the criterion and any minimum acceptable score

(6) Other factors established by the district

f. The date on which proposals are due

g. The timetable the district will follow in reviewing and evaluating proposals

Note: Public Contract Code 2600, as amended by AB 2311 (Ch. 347, Statutes of 2020), adds a requirement to include in all bid documents and construction contracts, when applicable, a notice that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603. Pursuant to Education Code 17407.5, lease-leaseback contracts are subject to such requirements. See the section "Skilled and Trained Workforce" below for additional requirements.

h. A statement that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603

2. **Notice:** At least 10 days before the date for receipt of the proposals, the Superintendent or designee shall give notice of the request for sealed proposals using both of the following methods:

a. Providing notice at least once a week for two weeks in a local newspaper of general circulation pursuant to Public Contract Code 20112

b. Providing notice in a trade paper of general circulation published in the county where the project is located

Note: The following paragraph is optional and may be revised to reflect district practice.

The Superintendent or designee also may post the notice on the district's web site or through an electronic portal.

Note: Pursuant to Education Code 17406, the prequalification requirements for contracts that meet the criteria specified in Public Contract Code 20111.6 are also applicable to lease-leaseback contracts. Education Code 17406 requires prequalification for such projects irrespective of whether or not they are funded locally or through state sources.

LEASE-LEASEBACK CONTRACTS (continued)

3. **Prequalification:** A proposer shall be prequalified in accordance with Public Contract Code 20111.6(b)-(m) in order to submit a proposal. Any electrical, mechanical, and plumbing subcontractors shall be subject to the same prequalification requirements.

(cf. 3311 - Bids)

4. ~~— Evaluation Criteria: The request for sealed proposals shall identify all criteria that the district will consider in evaluating the proposals and qualifications of the proposers, including relevant experience, safety record, price proposal, and other factors specified by the district. The price proposal shall include, at the district's discretion, either a lump sum price for the contract to be awarded or the proposer's proposed fee to perform the services requested, including the proposer's proposed fee to perform preconstruction services or any other work related to the facilities to be constructed, as requested by the district.~~

~~The request for sealed proposals shall specify whether each criterion will be evaluated on a pass fail basis or will be scored as part of the "best value" score, and whether proposers must achieve any minimum qualification score for award of the contract. For each scored criterion, the district shall identify the methodology and rating or weighting system that will be used by the district in evaluating the criterion, including the weight assigned to the criterion and any minimum acceptable score.~~

- 5.4. Evaluation of Proposals:** All proposals received shall be reviewed to determine whether they meet the format requirements and the standards specified in the request for sealed proposals. The district shall evaluate the qualifications of the proposers based solely upon the criteria and evaluation methodology set forth in the request for sealed proposals, and shall assign a best value score to each proposal. Once the evaluation is complete, all responsive proposals shall be ranked from the highest best value to the lowest best value to the district.

- 6.5. Award of Contract:** The award of the contract shall be made by the **Governing Board** to the responsive proposer whose proposal is determined, in writing by the Board, to be the best value to the district.

If the selected proposer refuses or fails to execute the tendered contract, the Board may award the contract to the proposer with the second highest best value score, if deemed in the best interest of the district. If that proposer then refuses or fails to execute the tendered contract, the Board may award the contract to the proposer with the third highest best value score.

LEASE-LEASEBACK CONTRACTS (continued)

Upon issuance of a contract award, the district shall publicly announce its award, identifying the entity to which the award is made, along with a statement regarding the basis of the award. The statement regarding the contract award and the contract file shall provide sufficient information to satisfy an external audit.

7.6. Rejection of Proposals: At its discretion, the Board may reject all proposals and request new proposals.

~~Prior to entering into a lease-leaseback agreement, the Superintendent or designee shall have on file the contractor's enforceable commitment that the contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. (Education Code 17407.5)~~

Any lease-leaseback agreement shall be reviewed by the district's legal counsel to ensure that all required terms, including a lease term that provides for the district's occupancy of the building or improved property during the lease and an appropriate financing component, are included in the agreement.

Skilled and Trained Workforce

Note: Education Code 17407.5 requires the district to obtain an enforcement commitment that the contractor will comply with the requirements to use a skilled and trained workforce, as defined, in accordance with Public Contract Code 2600-2603. Pursuant to Public Contract Code 2600.5, as added by AB 2311, failure to provide the notice described in item #1h above does not excuse the district from the requirement to obtain an enforceable commitment that a contractor or other entity will use a skilled and trained workforce to complete a contract or project.

~~Prior to entering into a lease-leaseback agreement, the Superintendent or designee shall have on file the contractor's enforceable commitment that the contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. **The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract. (Education Code 17407.5; Public Contract Code 2602)**~~

***Skilled and trained workforce* means that all the workers performing the work are either skilled journeypersons or apprentices registered in a state-approved apprenticeship program. At least 60 percent of the skilled journeypersons employed to perform the work shall be graduates of an apprenticeship program for the applicable occupation or at least 60 percent of the hours worked by skilled journeypersons shall be performed by**

LEASE-LEASEBACK CONTRACTS (continued)

graduates of an apprenticeship program, with the exception of certain occupations specified in Public Contract Code 2601 which are subject to a 30 percent threshold. (Public Contract Code 2601)

If the contractor fails to provide the monthly report demonstrating compliance with the skilled and trained workforce requirements or provides an incomplete report, the district shall withhold further payments until a complete report is provided. If a report does not demonstrate compliance with the skilled and trained workforce requirements, the district shall withhold further payments until the contractor provides a sufficient plan to achieve substantial compliance with respect to the relevant apprenticeable occupation, prior to completion of the contract or project. In addition, the district shall forward to the Labor Commissioner a copy of the monthly report, any plan to achieve compliance, and the district's response to that plan. (Public Contract Code 2602)

(cf. 9124 - Attorney)

Legal Reference:

EDUCATION CODE

17280-17316 Construction of school buildings; approvals

17400-17429 Leasing property, especially:

17400 Definitions

17403 Term of lease or agreement

17406 Lease-leaseback contract

17407.5 Use of a skilled and trained workforce

PUBLIC CONTRACT CODE

2600-2603 Skilled and trained workforce requirements

20111.6 Prequalification procedures

20112 Notices

COURT DECISIONS

McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850) (2016) 247 Cal. App. 4th 235

Davis v. Fresno Unified School District, (2015) 237 Cal.App.4th 261

Management Resources:

WEB SITES

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

California Association of School Business Officials: <http://www.casbo.org>

(12/16) 3/21

Policy Reference UPDATE Service

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CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3311.3(a)

DESIGN-BUILD CONTRACTS

Note: As an alternative to the more traditional design-bid-build process (see BP/AR 3311 - Bids) or a lease-leaseback process (see AR 3311.2 - Lease-Leaseback Contracts), the district may enter into a design-build contract for a public works project in excess of \$1 million pursuant to Education Code 17250.10-17250.55. As defined by Education Code 17250.15, "design-build" means a project delivery process in which both the design and construction of a project are procured from a single entity. Education Code 17250.15 and 17250.25 provide that such contracts may be awarded to either the low bid or best value, as defined. Pursuant to Education Code 17250.50 and 17250.55, this authority applies to bid requests issued on or after July 1, 2016 and will be repealed January 1, 2025 unless legislation is enacted to delete or extend that date.

The Governing Board may approve a contract with a single entity for both design and construction of any school facility in excess of \$1,000,000, awarding the contract to either the low bid or the best value as determined by evaluation of objective criteria. (Education Code 17250.20)

(cf. 3311 - Bids)

(cf. 3312 - Contracts)

(cf. 7110 - Facilities Master Plan)

(cf. 7140 - Architectural and Engineering Services)

Design-build documents shall not include provisions for long-term project operations, but may include operations during a training or transition period. (Education Code 17250.25)

Procedures for Awarding the Contract

The procurement process for design-build projects shall be as follows: (Education Code 17250.25, 17250.35; **Public Contract Code 2600**)

1. **Performance Specifications:** The district shall prepare a set of documents setting forth the scope and estimated price of the project. The documents may include, but are not limited to:
 - a. The size, type, and desired design character of the project
 - b. Performance specifications that cover the quality of materials, equipment, and workmanship
 - c. Preliminary plans or building layouts
 - d. Any other information deemed necessary to describe adequately the district's needs

DESIGN-BUILD CONTRACTS (continued)

The performance specifications and any plans shall be prepared by a design professional who is duly licensed and registered in California.

2. **Prequalification:** The district shall prepare and issue a request for qualifications in order to prequalify, or develop a short list of, the design-build entities whose proposals shall be evaluated for final selection. The request for qualifications shall include, but is not limited to, all of the following elements:
 - a. Identification of the basic scope and needs of the project or contract, the expected cost range, the methodology that will be used by the district to evaluate proposals, the procedure for final selection of the design-build entity, and any other information deemed necessary by the district to inform interested parties of the contracting opportunity
 - b. Significant factors that the district reasonably expects to consider in evaluating qualifications, including technical design and construction expertise, acceptable safety record, and all other non-price-related factors
 - c. A standard template request for statements of qualifications prepared by the district, which shall contain all of the information required pursuant to Education Code 17250.25

Note: Public Contract Code 2600, as amended by AB 2311 (Ch. 347, Statutes of 2020), adds a requirement to include in all bid documents and construction contracts, when applicable, a notice that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603. Pursuant to Education Code 17250.25, design-build contracts are subject to such requirements.

- d. **A notice that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603**

The district also may identify specific types of subcontractors that must be included in the statement of qualifications and proposal.

~~A design build entity shall not be prequalified or short listed unless the entity provides an enforceable commitment to the district that the entity and its subcontractors at every tier will use a skilled and trained workforce, as defined in Education Code 17250.25, to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract.~~

DESIGN-BUILD CONTRACTS (continued)

3. **Request for Proposals:** The district shall prepare a request for proposals (RFP) that invites prequalified or short-listed entities to submit competitive sealed proposals in a manner prescribed by the district. The RFP shall include the information identified in items #2a, and 2b, and 2d above and the relative importance or weight assigned to each of the factors. If the district uses a best value selection method for a project, the district may reserve the right to request proposal revisions and hold discussions and negotiations with responsive proposers, in which case the district shall so specify in the request for proposals and shall publish separately or incorporate into the request for proposals applicable procedures to be observed by the district to ensure that any discussions or negotiations are conducted in good faith.
4. **Selection Based on Low Bid:** For those projects utilizing low bid as the final selection method, the bidding process shall result in lump-sum bids by the prequalified or short-listed design-build entities, and the contract shall be awarded to the lowest responsible bidder.
5. **Selection Based on Best Value:** For those projects utilizing best value as a selection method, the following procedures shall be used:
 - a. Competitive proposals shall be evaluated using only the criteria and selection procedures specifically identified in the request for proposals. Criteria shall be weighted as deemed appropriate by the district and shall, at a minimum, include price, unless a stipulated sum is specified; technical design and construction experience; and life-cycle costs over 15 or more years.
 - b. Following any discussions or negotiations with responsive proposers and completion of the evaluation process, the responsive proposers shall be ranked on a determination of value provided, provided that no more than three proposers are required to be ranked.
 - c. The contract shall be awarded to the responsible entity whose proposal is determined by the district to have offered the best value to the public.
 - d. The district shall publicly announce the contract award, identifying the entity to which the award is made and the basis of the award. This statement and the contract file shall provide sufficient information to satisfy an external audit.

Skilled and Trained Workforce

Note: Education Code 17250.25 requires the district to obtain an enforceable commitment that the contractor will comply with the requirements to use a skilled and trained workforce, as defined, in accordance with Public Contract Code 2600-2603. Pursuant to Public Contract Code 2600.5, as

DESIGN-BUILD CONTRACTS (continued)

added by AB 2311, failure to provide the notice described in items #2d and 3 above does not excuse the district from the requirement to obtain an enforceable commitment that a contractor or other entity will use a skilled and trained workforce to complete a contract or project.

A design-build entity shall not be prequalified or short-listed unless the entity provides an enforceable commitment to the district that the entity and its subcontractors at every tier will use a skilled and trained workforce, as defined in Education Code 17250.25, to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract. **(Education Code 17250.25; Public Contract Code 2602)**

***Skilled and trained workforce* means that all the workers performing the work are either skilled journeymen or apprentices registered in a state-approved apprenticeship program. At least 60 percent of the skilled journeymen employed to perform the work shall be graduates of an apprenticeship program for the applicable occupation or at least 60 percent of the hours worked by skilled journeymen shall be performed by graduates of an apprenticeship program, with the exception of certain occupations specified in Public Contract Code 2601 which are subject to a 30 percent threshold. (Public Contract Code 2601)**

If the contractor fails to provide the monthly report demonstrating compliance with the skilled and trained workforce requirements or provides an incomplete report, the district shall withhold further payments until a complete report is provided. If a report does not demonstrate compliance with the skilled and trained workforce requirements, the district shall withhold further payments until the contractor provides a sufficient plan to achieve substantial compliance with respect to the relevant apprenticeable occupation, prior to completion of the contract or project. In addition, the district shall forward to the Labor Commissioner a copy of the monthly report, any plan to achieve compliance, and the district's response to that plan. (Public Contract Code 2602)

Legal Reference: (see next page)

DESIGN-BUILD CONTRACTS (continued)

Legal Reference:

EDUCATION CODE

17250.10-17250.55 *Design-build contracts*

PUBLIC CONTRACT CODE

2600-2603 *Skilled and trained workforce requirements*

Management Resources:

WEB SITES

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

California Association of School Business Officials: <http://www.casbo.org>

California Department of Education, Facilities: <http://www.cde.ca.gov/ls/fa>

CSBA Sample Board Policy

Business and Noninstructional Operations

AR 3320(a)

CLAIMS AND ACTIONS AGAINST THE DISTRICT

Note: The Government Claims Act (Government Code 810-996.6) sets forth prelitigation requirements and deadlines for claims against public entities, including school districts. In City of Stockton v. Superior Court, the California Supreme Court held that the claim requirements in Government Code 900-915.4 also apply to claims for breach of contract. **For any cause of action that is excepted from the Government Claims Act pursuant to Government Code 905 but has its claim presentation procedure specified in another statute or regulation, such as childhood sexual abuse—assault, a claim must be presented in accordance with that statute or regulation. For any cause of action that is excepted from the Government Claims Act pursuant to Government Code 905 but is not governed by any procedure in another statute or regulation, the district may establish its own claim presentation procedure in accordance with Government Code 935. The district should consult legal counsel as necessary if questions arise regarding the proper procedure.**

Because a district's insurance carrier or joint powers authority (JPA) may require the district to comply with certain claims management conditions as part of the district's contractual coverage obligation, it is strongly recommended that this administrative regulation be reviewed for consistency with any applicable conditions of coverage. A district's failure to follow those contractual conditions may result in a loss of coverage benefits. The district's risk manager and legal counsel should also be consulted, as appropriate.

~~Pursuant to Government Code 935, district claims procedures may include a requirement that a claim be presented and acted upon in accordance with those procedures as a prerequisite to a lawsuit. Failure to include such a requirement may subject the district to increased liability.~~

Any claim against the district for money or damages shall be filed and acted upon in accordance with the Government Claims Act (Government Code 810-996.6) or other applicable law. Claims that are specifically excepted from the Government Claims Act by Government Code 905 and are not governed by any other statute or regulation may be filed and acted upon in accordance with district-established procedures pursuant to Government Code 935.

Note: Pursuant to Government Code 935, ~~district~~ claims procedures **established by the district** may include a requirement that a claim be presented and acted upon in accordance with those procedures as a prerequisite to **the filing of a lawsuit against the district**. ~~Failure to include such a requirement may subject the district to increased liability.~~ **The following paragraph extends this requirement to claims filed under other statutes and may be revised to reflect district practice.**

Unless otherwise provided by law, ~~prior to filing a lawsuit against the district for money or damages,~~ a written claim shall be **filed—presented to and acted upon by the Governing Board** in accordance with ~~the following administrative regulation~~ **such procedures** prior to filing a lawsuit against the district for money or damages.

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Time Limitations

Note: Items #1-4 below ~~list reflect~~ timelines for ~~presenting~~ claims ~~in relation to different causes of action~~, pursuant to the Government Claims Act and other applicable statutes. ~~Pursuant to Government Code 935, the district's authority to adopt local claim presentation procedures for causes of action which are excepted from the Government Claims Act by Government Code 905 is not applicable to those excepted causes of action which have their claim presentation procedures specified in other statutes or regulations, such as childhood sexual abuse.~~

~~Rather, claims for childhood sexual abuse are governed by the timelines and procedures specified in Code of Civil Procedure 340.1.~~

The following time limitations apply to **the presentation of** claims **for money or damages** against the district:

- ~~3.1.~~ Claims ~~for money or damages~~ relating to a cause of action for death or for injury to a person, personal property, or growing crops shall be presented to the Board not later than six months after the accrual of the cause of action. (Government Code 911.2)
- ~~4.2.~~ Claims ~~for money or damages~~ relating to any other cause of action **subject to the Government Claims Act** shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.2)

Note: ~~Rather, e~~Claims for childhood sexual ~~abuse~~ **assault** are governed by the timelines and procedures specified in Code of Civil Procedure 340.1. **Pursuant to Code of Civil Procedure 340.1, the time limit for beginning an action for recovery of damages suffered as a result of childhood sexual assault is 22 years from the date the plaintiff attains age 18 or within five years of the date the plaintiff discovers or reasonably should have discovered that psychological injury or illness occurring after age 18 was caused by sexual assault, whichever is later. A claim may be filed on or after the plaintiff's 40th birthday only if the plaintiff files certificates of merit by an attorney and a licensed mental health practitioner selected by the plaintiff setting forth the facts which support the declaration.**

- ~~1.3.~~ Claims ~~for money or damages~~ relating to childhood sexual ~~abuse~~ **assault or any and other causes of action which are** specifically excepted from the Government Claims Act by Government Code 905 ~~and for which~~ **but are subject to a claims presentation procedure in another** a statute or regulation ~~provides a claims presentation procedure~~ shall be **filed presented to the Board** in accordance with the applicable governing statute or regulation. (Government Code 905, ~~935~~)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Note: ~~Pursuant to Government Code 935, a district may establish its own procedure for the presentation of those claims which are excluded from the Government Claims Act as specified in Government Code 905 and which are not governed by any other applicable statutes or regulations.~~ **Optional item #24** below is for

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

use by any district whose board has chosen to exercise the authority **in Government Code 935** to establish district procedures for such claims; see its own procedure for the presentation of claims which are excluded from the Government Claims Act by Government Code 905 and which are not governed by any other applicable statute or regulation. See the accompanying Board policy. ~~Item #2 provides six months as the time limitation for filing such claims, which is consistent with the requirement in~~ **Pursuant to** Government Code 935, ~~that~~ the district's procedure **cannot** require a shorter time for presentation of a claim than the time specified in Government Code 911.2. However, the Governing Board has the discretion to adopt a more flexible time limitation and may increase the amount of time allowed for filing such claims. If the Board adopts a more flexible time limitation, item ~~#24~~ should be revised accordingly.

~~If a claimant misses a deadline for a claim required to be submitted in accordance with item #2 or #3 below, the claimant may present an application to present a late claim pursuant to Government Code 911.4; see section below entitled "Late Claims."~~

~~2.4. In accordance with the Governing Board's authority pursuant to Government Code 935, claims for money or damages which relate to a~~ **Claims relating to any** cause of action **which is** specifically excepted from the Government Claims Act by Government Code 905 ~~and which are~~ **but is** not governed by any other claim presentation statute or regulation shall be ~~filed~~ **presented to the Board within the time limits specified in items #1 and 2 above, depending on the applicable cause of action. not later than six months after the accrual of the cause of action.** (Government Code ~~905-911.2,~~ 935)

~~3. Claims for money or damages relating to a cause of action for death or for injury to a person, personal property, or growing crops shall be presented to the Board not later than six months after the accrual of the cause of action. (Government Code 911.2)~~

~~4. Claims for money or damages relating to any other cause of action shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.2)~~

Receipt of Claims

A claim, ~~any amendment thereto, or an application to present a late claim~~ shall be deemed presented and received when delivered to the district office or deposited in a post office, mailbox, sub-post office, substation, mail chute, or other similar facility maintained by the U.S. government, in a sealed envelope properly addressed to the district office with postage paid, or when otherwise actually received in the district office or by the Board secretary or clerk. (Government Code 915, 915.2)

Note: Government Code 915, as amended by SB 1473 (Ch. 371, Statutes of 2020), authorizes a claim, amendment to a claim, or application for a late claim to be submitted through electronic means, if so authorized by a Board resolution. In practice, such electronic means involve online completion of a fillable form and/or transmission by email. The following paragraph may be revised to specify the electronic means authorized by the district. If the Board has not adopted a resolution authorizing electronic submission, the district should delete the following paragraph.

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Pursuant to Government Code 915.4, as amended by SB 1473, if the Board authorizes electronic submission, then any notice required of the district in response to a claim, amendment, or application for a late claim must be sent to the electronic address from which the district received the claim or application, unless the claimant or applicant specified an alternative electronic address for that purpose.

Also see the sections "Notice of Claim Insufficiency," "Late Claims," and "Action on Claims" below.

A claim may be submitted electronically in the manner specified by the Superintendent or designee. (Government Code 915, 915.2)

Note: In most circumstances, a district's insurance provider or JPA is responsible for claims management, including investigating, defending, and managing a district's response to a claim presented under the Government Claims Act. The following paragraph requires the Superintendent or designee to immediately forward any claims received to the district's JPA or insurance provider in order to help ensure compliance with any conditions of coverage.

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's joint powers authority or insurance carrier in accordance with the applicable conditions of coverage.

Review of Contents of the Claim

Note: Most JPAs and insurance carriers provide a claim form. The person submitting the claim need not use the claim form provided by the district but, pursuant to Government Code 910 and 910.2, the claim must contain a signature and all the information listed below.

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant
2. The post office address to which the person presenting the claim desires notices to be sent
3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted
4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim
5. The name(s) of the district employee(s) causing the injury, damage, or loss, if known

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

6. The amount claimed if it totals less than \$10,000, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds \$10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case of \$25,000 or less.
7. The signature of the claimant or the person acting on the claimant's behalf

Notice of Claim Insufficiency

Note: Pursuant to Government Code 910.8, if a claim is found insufficient, the district must notify the claimant of the defects or omission in the claim. Government Code 915.4, as amended by SB 1473, authorizes such notice to be personally delivered or mailed or, if the Board has adopted a resolution authorizing electronic submission of claims (see section "Receipt of Claims" above), then any notice of claim insufficiency must be sent to the electronic address from which the claim was sent unless the claimant specifies an alternative electronic address for that purpose.

Pursuant to Government Code 911, if the district, or the JPA or insurance carrier acting on the district's behalf, fails to give notice that the claim is insufficient, as specified below, then the district may not later raise that issue as a defense to the claim.

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, personally deliver or mail to the claimant, at the address stated in the claim or application, provide a notice in the manner specified in Government Code 915.4 that states the particular defects or omission in the claim. (Government Code 910.8, 915.4)

Note: Districts should be cautious before rejecting a claim because of insufficiency of information and consult legal counsel and/or the district's JPA or insurance provider, as appropriate. Courts have held that a claim is sufficient as long as enough information is disclosed to allow the district to adequately conduct an investigation of the claim's merits.

The Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

Amendment to Claims

Within the time limits provided in the section "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

Late Claims

Note: The reference to item #2 in the following paragraph should be deleted if the district has not established district procedures pursuant to Government Code 935 for claims that are specifically exempted in Government Code 905 or adopted a time limitation that is not less than one year (see the accompanying Board policy and item #2 in the section "Time Limitations" above).

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

~~For claims under items #2 and #3 in the section "Time Limitations" above, any person who presents a claim later than six months after the accrual of the cause of action shall present, along with the claim, an application to present a late claim. When a claim that is required to be presented not later than six months after the accrual of the cause of action, as specified in the section "Time Limitations" above, is not presented within that time, an application to present a late claim may be presented to the Board, in the manner specified in Government Code 915 and 915.2, within a reasonable time not to exceed one year after the accrual of the cause of action. Such claim and the application to present a late claim shall be presented not later than~~ **one year after the accrual of the cause of action. The application shall include the proposed claim and shall state the reason for the delay in presenting the claim.** (Government Code ~~905,~~ **911.4, 915, 915.2**)

Note: If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its agent should notify the claimant that "no action" was taken because the claim was presented late. If the Board were to state that the claim was "rejected," this would indicate that the Board had accepted the filing of the late claim and taken action to reject it.

If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee may, within 45 days, give written notice that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit.
2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim.
3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason the person failed to present the claim.
4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim.

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as set forth in Government Code 911.8 **and in the manner specified in Government Code 915.4.** (Government Code 911.8, **915.4**)

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

Action on Claims

Note: Pursuant to Government Code 945.6, if the Board formally acts to reject a claim and provides notice of such rejection, the claimant has only six months from the rejection to initiate a lawsuit. If the Board takes no action or fails to provide written notice rejecting the claim, the claimant then has two years to initiate a suit against the district. The notice of rejection must comply with the notification requirements of Government Code 913 unless the claim has no address on it.

Although the Board takes final action on claims as specified below, such action is based on the evaluation of the claim by the district's insurance provider or JPA.

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the district and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected.
2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed.
3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim.
5. If the Board takes no action on the claim, the claim shall be deemed rejected.

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

If the Board allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board or its designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 **and shall be provided in the manner specified in Government Code 915.4.** ~~and shall either be personally delivered or mailed to the address stated in the claim or application.~~
(Government Code 913, 915.4)

CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3452(a)

STUDENT ACTIVITY FUNDS

Note: Pursuant to Education Code 48930, the Governing Board may approve the formation of associated student body organizations (ASBs), **which are** composed entirely of students **and are subject to the Board's control and regulation**. Generally, there are two types of ASBs. ASBs in high schools and middle schools are ~~called~~ **referred to as** "organized ASBs" since the students, organizing their activities around student clubs and/or a student council, have primary responsibility for the ASB, with the assistance, **oversight, and co-approval** of an **district-employed** advisor. In elementary schools, ~~the~~ **ASBs are considered to be** ~~is~~ "unorganized" because there is no student council and the principal or designee usually oversees the fundraising and spending decisions, with more limited involvement from the students.

~~Unlike parent teacher associations or other school connected organizations,~~ ASBs, **which are subject to the Board's control and regulation pursuant to Education Code 48930,** are legally considered part of the district. **In contrast, booster clubs, education foundations, parent-teacher associations, and other parent-run organizations operate independently of the district.** See BP /AR 1230 - School-Connected Organizations. **Districts with questions regarding the distinction between an ASB and a school-connected organization should consult legal counsel.**

The following **optional** policy may be modified to reflect district practice.

The Governing Board recognizes that student organizations can provide students with an opportunity to conduct worthwhile cocurricular activities ~~beyond those provided by the district and can also~~ **while helping** students learn about effective financial practices **and develop leadership and management skills**. To that end, **the Board may approve the formation of associated student body organizations which are composed entirely of students, operate under the oversight of the principal or other district-employed advisor, and are subject to the control and regulation of the Board. Student organizations** may raise and spend funds to support activities that promote the general welfare, morale, and educational experiences of the student body.

(cf. 1230 - School Connected Organizations)

~~(cf. 3260 - Fees and Charges)~~

~~(cf. 5000 - Concepts and Roles)~~

~~(cf. 6145 - Extracurricular and Cocurricular Activities)~~

~~(cf. 6145.5 - Student Organizations and Equal Access)~~

Fund Raising Events Fundraising

Note: Education Code 48932 requires the Board to approve a student organization's fundraising events and to determine whether ~~such~~ **fundraising** activities **that are held on school property during school hours** will interfere with the normal conduct of the schools. The following paragraph provides for the Board to delegate the review and approval of ASB fundraising events to the Superintendent or designee and should be modified to reflect district practice.

STUDENT ACTIVITY FUNDS (continued)

Education Code 49431 and 49431.5 limit the number of fund raising events and types of food that may be sold on school grounds, see BP/AR 3550 - Other Food Sales. For a list of activities that may be prohibited on school grounds because of safety concerns, see AR 5142 - Safety. **For information regarding online fundraising, see BP 3290 - Gifts, Grants and Bequests.**

At the beginning of each school year, each principal or designee shall submit to the Superintendent or designee a list of the **fund-raising fundraising** events that each student organization proposes to hold that year. The Superintendent or designee shall review the proposed events and determine whether the events contribute to the educational experience and **are not in do not** conflict with or detract from the school's educational program. When reviewing proposed events, the Superintendent or designee shall consider the effects of the activities on student health and safety, evaluate the risk of liability to the district, and ensure that the proposed activities are in compliance with law, Board policy, and administrative regulation.

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

(cf. 3290 - Gifts, Grants and Bequests)

(cf. 3530 - Risk Management/Insurance)

~~*(cf. 3554 - Other Food Sales)*~~

(cf. 5030 - Student Wellness)

(cf. 5142 - Safety)

(cf. 5143 - Insurance)

Note: Education Code 49431, **49431.2**, and 49431.5 **prescribe the types of foods and beverages that may be sold on school grounds limit the number of and restrict when fundraising events that involve the sale of noncompliant foods and beverages on school grounds may occur.** ~~and types of food that may be sold on school grounds.~~ See BP/AR 3550 **3554 - Other Food Sales.**

Fundraising events that involve the sale of food and/or beverages shall comply with applicable state and/or federal nutrition standards and BP/AR 3554 - Other Food Sales. If the fundraising event involves the sale of noncompliant food and/or beverages, it shall not take place from midnight until at least one-half hour after the end of the school day, or not be conducted on school premises.

(cf. 3554 - Other Food Sales)

Management and Reporting of Funds

Note: Education Code 48937 requires the district to provide for the supervision of all funds raised by any student body organization or student organization using the name of the school. The acceptable investment and use of such funds are detailed in Education Code 48933, 48934, and 48936. The Fiscal Crisis **& and** Management Assistance Team (FCMAT) has developed the Associated Student Body Accounting Manual, Fraud Prevention Guide and & Desk Reference, available on its web site, to outline the district's fiscal and managerial responsibilities relative to these funds.

STUDENT ACTIVITY FUNDS (continued)

Student body funds shall be managed in accordance with law, **regulations, Board policies,** and sound business procedures designed to encourage the largest possible educational return to students without sacrificing the security of funds.

The Superintendent or designee shall develop internal control procedures to safeguard the organization's assets, promote the success of **fund-raising fundraising** ventures, provide reliable financial information, **protect employees and volunteers from accusations of impropriety,** and reduce the risk **and promote the detection** of fraud and abuse. These procedures shall detail the oversight of activities and funds including, but not limited to, the appropriate role and provision of training for staff and students, parameters for events on campus, appropriate and prohibited uses of funds, and accounting and record-keeping processes, including procedures for handling questionable expenditures.

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

The principal or designee shall be responsible for the proper conduct of all student organization financial activities. The budget adopted by the student body organization should serve as the financial plan for the school year and shall be submitted to the Superintendent or designee at the beginning of each school year. The Superintendent or designee shall **monitor the budget and** periodically review the organization's use of funds to ensure compliance with the district's internal control procedures.

Funds derived from the student body shall be **expended** ~~disbursed~~ according to procedures established by the student organization. All **expenditures** ~~disbursements~~ must be approved by a Board-designated **employee or** official, the certificated employee who is the **designated** student organization advisor, and a student organization representative. (Education Code 48933)

Note: The following paragraph is optional. 5 CCR 4922 and 34 CFR 106.41 require districts to ensure that the district's athletic program provides equivalent opportunities for both sexes. The factors that districts must consider when determining whether equivalent opportunities are being provided include, but are not limited to, the provision of necessary funds, equipment, supplies, and travel allowances. See AR 6145.2 - Athletic Competition.

When student body funds are expended for equipment, supplies, or activities that support the district's athletic program, the Superintendent or designee shall ensure that the expenditures are aligned with the district's commitment to provide equitable opportunities for males and females.

(cf. 6145.2 - Athletic Competition)

Note: Pursuant to Governmental Accounting Standards Board (GASB) Statement 84, if the district has administrative or direct financial involvement with the ASB's assets, as defined, the student activity fund may be considered a governmental fund subject to accounting and financial reporting

STUDENT ACTIVITY FUNDS (continued)

within the district's funds. FCMAT's Fiscal Alert: GASB 84 and its Impact on Associated Student Body Accounts clarifies that, under state law, the district's considerable administrative involvement in both organized and unorganized ASBs means that ASBs will typically be considered governmental activities, rather than fiduciary responsibilities of the district. As such, ASB accounts should be reported in either a special reserve fund or the general fund. For further information see GASB 84, GASB's Implementation Guide No. 2019-2, Fiduciary Activities, and FCMAT's Fiscal Alert: GASB 84 and its Impact on Associated Student Body Accounts. Districts are encouraged to consult legal counsel in the determination of whether its ASB(s) are fiduciary or nonfiduciary in order to properly report the accounts.

Because of the district's administrative and/or direct financial involvement in the assets of the student organization, the student activity fund shall be reported within the district's fund in accordance with Governmental Accounting Standards Board Statement 84.

Note: Because **an the** ASB is an entity of the district, ASB funds are reviewed as part of the annual audit of the district conducted pursuant to Education Code 41020, as specified below.

The Board shall provide an annual audit of student **organization** accounts by a certified public accountant or licensed public accountant. The cost of the audit shall be paid from district funds. (Education Code 41020)

(cf. 3460 - Financial Reports and Accountability)

Legal Reference: (see next page)

STUDENT ACTIVITY FUNDS (continued)

Legal Reference:

EDUCATION CODE

35182.5 Non-nutritious foods and beverages, vending machines

35564 Funds, obligations of the student body

41020 Requirement for annual audit

48930-48938 Student body organization

49431 Sale of food and beverages, elementary school

49431.2 Sale of food, middle and high schools

49431.5 Sale of food and beverages, elementary, middle, and high schools

51520 School premise, prohibited solicitations

51521 Fund raising Fundraising projects

CODE OF REGULATIONS, TITLE 5

4922 Nondiscrimination in intramural, interscholastic, and club activities

15500 Food sales, elementary schools

15501 Food sales, middle high schools and junior high schools

CODE OF FEDERAL REGULATIONS, TITLE 34

106.41 Nondiscrimination in athletic programs

COURT DECISIONS

Prince v. Jacoby, (2002) 303 F.3d 1074

Management Resources:

FISCAL CRISIS MANAGEMENT & ASSISTANCE TEAM PUBLICATIONS

Fiscal Alert: GASB 84 and Its Impact on Associated Student Body Accounts, May 2020

Associated Student Body Accounting Manual, Fraud Prevention Guide and Desk Reference, 2015

GOVERNMENTAL ACCOUNTING STANDARDS BOARD PUBLICATIONS

Implementation Guide No. 2019-2, Fiduciary Activities, June 2019

Statement No. 84, January 2017

WEB SITES

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

Fiscal Crisis Management & Assistance Team: <http://www.fcmat.org>

Governmental Accounting Standards Board: www.gasb.org

CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3515.3(a)

DISTRICT POLICE/SECURITY DEPARTMENT

Note: Education Code 38000 authorizes the **Governing** Board to establish a **district** police or security department and to employ personnel to ensure the safety of district students and staff and the security of district real and personal property. ~~The following optional policy may be revised as desired, including appropriate modifications to indicate whether the district has a "police" or "security" department.~~ **However, as amended by SB 98 (Ch. 24, Statutes of 2020), Education Code 38000 expresses legislative intent to encourage districts to redirect resources currently allocated to district police departments or to contracts with local law enforcement into student support services (e.g., mental health services) and professional development on cultural competency and restorative justice, if found to be a more appropriate use of resources based on student and school needs.**

This policy and accompanying administrative regulation are for use by districts that choose to establish a district police or security department and may be revised to reflect district practice, including appropriate modifications to indicate whether the district has a "police" or "security" department. Pursuant to Government Code 7286, district police departments are required to establish policy on the use of force. See the section "Conduct of Officers" below and in the accompanying administrative regulation.

Districts that elect not to establish a police or security department, but instead contract with local law enforcement, should consider additional training requirements for any contracted peace officers to include, but not be limited to, professional development focused on cultural competency, restorative justice, and adolescent development as applied in public schools.

To help **ensure protect** the safety of district students and staff and the security of district property, the Governing Board shall maintain a district police or security department. **The Board commits to providing a positive school climate, mental health services, other student support services, and restorative justice practices to resolve conflicts and reduce law enforcement interactions with students.**

(cf. 0450 - Comprehensive Safety Plan)

(cf. 1250 - Visitors/Outsiders)

(cf. 3515 - Campus Security)

(cf. 3515.2 - Disruptions)

(cf. 3515.5 - Sex Offender Notification)

(cf. 3516.2 - Bomb Threats)

(cf. 5131.4 - Student Disturbances)

(cf. 5131.5 - Vandalism and Graffiti)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5136 - Gangs)

(cf. 5141.5 - Mental Health)

(cf. 5142.1 - Identification and Reporting of Missing Children)

(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)

(cf. 5145.12 - Search and Seizure)

DISTRICT POLICE/SECURITY DEPARTMENT (continued)

The Superintendent or designee shall provide training to staff regarding the role of district police or security officers and the appropriate circumstances for contacting such officers.

Note: Pursuant to Penal Code 13651, as added by AB 846 (Ch. 322, Statutes of 2020), entities that employ peace officers are required to review the job description that is used in recruitment and hiring and make changes that emphasize community-based policing, familiarization between law enforcement and community residents, and collaborative problem solving while de-emphasizing the paramilitary aspects of the job.

In addition, the U.S. Department of Education's Guiding Principles: A Resource Guide for Improving School Climate and Discipline recommends that educators, rather than police or security officers, should handle student discipline issues.

Duties of district police officers or security officers shall be delineated in a job description developed by the Superintendent or designee. **Such duties shall focus on collaborative problem solving and, when circumstances warrant intervention with students, the use of positive and restorative approaches in accordance with Penal Code 1365. Job duties shall not include the handling of routine student disciplinary matters.**

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

(cf. 4200 - Classified Personnel)

(cf. 5144 - Discipline)

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

Note: The district may select either or both options below depending on whether it has a "security" and/or "police" department.

OPTION 1: (Security Department)

Persons employed or assigned as school security officers shall serve as watchpersons, security guards, or patrolpersons on or about district premises to protect persons or property, prevent the theft or unlawful taking of district property, or report unlawful activity to the district and local law enforcement agencies. (Education Code 38001.5)

When district security officers are unable to perform their duties because of an emergency, including, but not be limited to, war, epidemic, fire, flood, or work stoppage, or when the emergency necessitates additional security services, the Board may contract with a private licensed security agency. In such cases, the Board shall make a specific finding that an emergency exists and shall include this finding in the Board minutes. (Education Code 38005)

DISTRICT POLICE/SECURITY DEPARTMENT (continued)

OPTION 2: (Police Department)

Persons employed as members of the district police department, when appointed and duly sworn, are peace officers for the purposes of carrying out their duties pursuant to Penal Code 830.32. (Education Code 38001)

Note: AB 1436 (Ch. 292, Statutes of 2003) amended Education Code 35021.5 to delete the requirement that a school police reserve officer corps consist of unpaid volunteers. However, Education Code 35021.5 continues to express legislative intent that districts be allowed to use volunteer reserve officers to the extent necessary to provide a safe and secure school environment. The following optional paragraph is for use by districts that **have a police department and** choose to establish a reserve officer corps, and may be revised to reflect district practice. Education Code 35021.5 expresses legislative intent that districts be allowed to use volunteer reserve officers to the extent necessary to provide a safe and secure school environment.

The district's police department may be supplemented by a school police reserve officer corps, which may include unpaid volunteer reserve police officers. For the duration of their specific assignment, school police reserve officers shall have the same powers and duties as other school police officers. (Education Code 35021.5; Penal Code 830.6)

(cf. 1240 - Volunteer Assistance)

Conduct of Officers

The Board expects district police or security officers to cooperate and regularly communicate with local law enforcement agencies, and to work collaboratively with other district staff and community members to develop long-term, proactive approaches that address the conditions affecting school safety.

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

District police or security officers shall conduct themselves in ways that promote goodwill and cooperation on the part of students, district staff, and the general public. **District police or security officers shall not discriminate against or treat any person differently on the basis race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.**

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

District police or security officers shall not solicit or collect information or documents

DISTRICT POLICE/SECURITY DEPARTMENT (continued)

regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and/or federal law. (Education Code 234.7)

(cf. 5145.13 - Response to Immigration Enforcement)

Note: Pursuant to Government Code 7286, district police departments are required to adopt a policy by January 1, 2021 that provides a minimum standard on the use of force. See the accompanying administrative regulation for information about the required components of such policy.

Whenever possible, district police or security officers shall use tactics such as de-escalation techniques to mitigate the use of force. The district police department shall maintain and make accessible to the public a policy on the use of force in accordance with Government Code 7286 and consistent with district policy and administrative regulation. Officers shall periodically receive training regarding applicable district policies and the guidelines from the Commission on Peace Officer Standards and Training.

Firearms Equipment

Note: Penal Code 626.9 exempts peace officers from the Gun Free Schools Act, which prohibits the possession of a firearm on school grounds. Pursuant to Penal Code 830.32, the Board may determine whether or not its police officers will carry firearms. Education Code 38001.5 implies that security officers also may or may not be permitted to carry firearms.

OPTION 1: The Board authorizes district police or security officers to carry firearms in accordance with law, Board policy, and administrative regulations.

(cf. 3515.7 - Firearms on School Grounds)

OPTION 2: District police or security officers shall not carry firearms.

Note: The following paragraph may be used by all districts that maintain a police department.

The district police department shall be eligible to receive surplus military equipment pursuant to 10 USC 2576a only if, at a regularly scheduled public Board meeting, the Board approves the acquisition of such equipment after providing parents/guardians and members of the public an opportunity to comment on the proposed acquisition. The Board shall provide a detailed description of the function and purpose of the surplus military equipment, identify safe and secure storage for the equipment, and ensure that district police officers have adequate training in the safe use and handling of the equipment to be received. (Education Code 38004.5)

DISTRICT POLICE/SECURITY DEPARTMENT (continued)

Records

District police or security officers shall not have access to student records, nor release student information to another person, agency, or organization, without written permission from the parent/guardian or adult student, unless specifically allowed or required by state or federal law. (Education Code 49076; 34 CFR 99.1)

(cf. 5125 - Student Records)

Records created and maintained by the district police or security department for a law enforcement purpose are not considered disclosable student records under the Family Educational Rights and Privacy Act. (34 CFR 99.3)

Legal Reference:

EDUCATION CODE

234.7 Student protections relating to immigration and citizenship status

35021.5 School police reserve corps

38000-38005 Security and police departments

39672 School peace officers, fingerprinting

45122.1 Classified employees, conviction of a violent or serious felony

45133.5 School police department, work schedule

49076 Student records

49079 Notification to teacher; student who has engaged in acts constituting grounds for suspension or expulsion

BUSINESS AND PROFESSIONS CODE

7583-7583.46 Private patrol operators

FAMILY CODE

6240-6274 Emergency protective orders

GOVERNMENT CODE

3300-3312 Public safety officers, rights and protections

7286-7286.5 Law enforcement use of force policies

8597-8598 Peace officers

12525.2 Reports of incidents involving peace officers

PENAL CODE

290.45 Sex offenders, authority of peace officers

626.9 Gun Free School Zone Act

646.91 Emergency protective order for stalking

830-832.9 Peace officers, especially:

830.32 School district and community college police

830.6 Reserve police officers, powers and duties

832 Course of training prescribed by Commission on Peace Officer Standards and Training

832.2 School peace officers; training

832.7 Disclosure of personnel files in criminal or civil proceedings

Legal Reference continued: (see next page)

DISTRICT POLICE/SECURITY DEPARTMENT (continued)

Legal Reference: (continued)

PENAL CODE (continued)

832.15-832.16 Notice of prohibition against possession of firearm

836 Peace officers; warrants

12028.5 Taking custody of weapons

13510-13519.9-10 Standards for recruitment and training

13651 Peace officers, job descriptions

13700-13702 Response to domestic violence

WELFARE AND INSTITUTIONS CODE

707 List of crimes

828-828.1 Disclosure of information re minors by law enforcement agency

UNITED STATES CODE, TITLE 10

2576a Surplus military equipment

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy Act

COURT DECISIONS

San Diego Police Officers Association et al. v. City of San Diego Civil Service Commission et al., (2002) 104 Cal.App.4th 275 (2002)

Management Resources:

CDE PUBLICATIONS

Safe Schools: A Planning Guide for Action, 2002

COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING PUBLICATIONS

POST Use of Force Standards and Guidelines, November 2020

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Guiding Principles: A Resource Guide for Improving School Climate and Discipline, 2014

WEB SITES

Commission on Peace Officer Standards and Training: <http://www.post.ca.gov>

California Attorney General's Office: <http://www.oag.ca.gov>

*California Department of Education, Safe Schools and Violence Prevention Office:
<http://www.cde.ca.gov/ls/ss>*

Attorney General's Office, Crime and Violence Prevention Center: <http://www.safestate.org>

Commission on Peace Officer Standards and Training: <http://www.post.ca.gov>

CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3515.3(a)

DISTRICT POLICE/SECURITY DEPARTMENT

Note: **The following regulation is for use by districts whose Governing Board has established a police or security department pursuant to Education Code 38000.** Districts should revise the following **optional** regulation to reflect whether the district has a "police" or "security" department **as authorized by Education Code 38000.**

To be employed as district police or security officers, persons shall meet all the requirements for classified personnel in addition to specialized requirements as described below.

(cf. 4112.4/4212.4/4312.4 - Health Examinations)
(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)
(cf. 4211 - Recruitment and Selection)
(cf. 4212 - Appointment and Conditions of Employment)
(cf. 4215 - Evaluation/Supervision)

Chief of Police/Chief of Security

The district police or security department shall be supervised by a chief of police or chief of security designated by the Superintendent and working under the Superintendent's direction. (Education Code 38000)

Note: Pursuant to Education Code 38000, the Board must set minimum qualifications for employment of the police chief or security chief, including but not limited to the qualifications described in the following paragraph. The district may expand the following paragraph to specify additional qualifications **if desired.**

Qualifications for the position of police or security chief include, but are not limited to, prior employment as a peace officer or completion of a peace officer training course approved by the Commission on Peace Officer Standards and Training **(POST)**. The police or security chief shall comply with this requirement within one year of initial employment in this position by the district. (Education Code 38000)

Qualifications of Security Officers

Note: The following section is for use by districts that employ security officers pursuant to Education Code 38000 and 38001.5.

Every A person employed as a school security officer shall: (Education Code 38001.5)

1. Under the conditions described in Education Code 38001.5, submit **fingerprints** to the district **copies of his/her fingerprints** on forms or electronically, as prescribed by the Department of Justice

DISTRICT POLICE/SECURITY DEPARTMENT (continued)

2. Be determined to be a person not prohibited from employment by a school district pursuant to Education Code 44237 or 45122.1

(cf. 3515.6 - Criminal Background Checks for Contractors)

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

(cf. 4112.62/4212.62/4312.62 - Maintenance of Criminal Offender Records)

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

Note: Item #3 below is for use by districts that authorize security officers to carry firearms; see ~~BP 3515.3~~ the accompanying Board policy. Pursuant to Penal Code 832.15-832.16, after receiving an applicant's or employee's fingerprints, the Department of Justice will notify the district as to whether the individual is prohibited from possessing a firearm.

3. Be determined by the Department of Justice to be a person who is not prohibited from possessing a firearm ~~(Education Code 38001.5)~~

Note: Education Code 38001.5 requires security officers employed by the district to complete the training described below. Effective July 1, 2021, Education Code 38001.5 extends the training requirement to include security officers who work 20 hours per week or less. Education Code 38001.5 also requires that the district provide the training during regular work hours unless otherwise negotiated with the employee's exclusive representative. Districts that have otherwise negotiated this provision should modify the following paragraph accordingly.

~~The district shall provide each~~ Each employee who works more than 20 hours a week as a school security officer, ~~during the employee's regular working hours,~~ shall complete a course of training developed by the Bureau of Security and Investigative Services of the Department of Consumer Affairs in consultation with ~~the Commission on Peace Officer Standards and Training~~ **POST**. (Education Code 38001.5)

Note: The following paragraph is for use by districts that ~~require school~~ **authorize** security officers to carry a firearm; ~~while performing their duties, see the accompanying Board policy.~~

School security officers **who carry a firearm while performing their duties** shall additionally satisfy the training requirements of Penal Code 832. (Education Code 38001.5)

Qualifications of Police Officers

Note: The following section is for use by districts that employ police officers pursuant to Education Code 38000 and 38001.

Before exercising the powers of a peace officer, district police officers shall satisfactorily complete an introductory course of training prescribed ~~by the Commission on Peace Officer Standards and Training~~ **POST** and shall pass the ~~commission's~~ **POST** examination. (Penal Code 832, 832.3)

DISTRICT POLICE/SECURITY DEPARTMENT (continued)

If a **A** person **who** has passed this examination more than three years before being employed as a peace officer, or has a break in service of three or more years, **he/she** shall be required to pass the examination before beginning duties as a district police officer, unless **he/she meets criteria required by law exempted pursuant to Penal Code 832**. (Penal Code 832)

Note: Pursuant to Penal Code 832.3, within two years of the date of first employment, district police officers must complete specialized training on the unique safety needs of a school environment. As a best practice, it is recommended that district police officers complete such specialized training prior to beginning employment with the district. Districts may revise the following paragraph to reflect district practice.

Within a reasonable time but not to exceed two years of the date of first employment, police officers shall complete supplementary specialized training approved by POST on the unique safety needs of a school environment. (Penal Code 832.3)

Note: The following paragraph may be expanded to include other trainings provided by the district.

The Superintendent or designee may provide district police officers with additional training in other public safety skills, including but not limited to first aid, rescue, cardiopulmonary resuscitation, emergency medical technician training, juvenile procedures and specialized safety equipment. (Education Code 38002)

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

(cf. 4231 - Staff Development)

(cf. 5141 - Health Care and Emergencies)

Note: The following paragraph is for use by districts **whose Boards that** have established a school police reserve corps as authorized by Education Code 35021.5 and 38000; see **BP 3515.3 the accompanying Board policy. AB 1436 (Ch. 292, Statutes of 2003) amended Education Code 35021.5 to delete the requirement that such a reserve corps be unpaid volunteers.**

School police reserve officers shall complete a course of training directly related to the role of school police reserve officers as prescribed in Penal Code 832.2. (Education Code 35021.5)

Equipment

Each district police or security officer shall wear a badge bearing the name of the district, carry an identification card bearing **his/her** a photograph and signature and the signature of the Superintendent, and carry any other identification data required by local law enforcement agencies. (Education Code 38003)

Note: Pursuant to Education Code 38003, the cost for the above items must be borne by the district. If a **uniform is not required, If the district does not require officers to wear a uniform,** the word "uniforms" should be deleted from the following paragraph.

DISTRICT POLICE/SECURITY DEPARTMENT (continued)

The district shall bear the cost of all required uniforms, equipment, identification badges, and cards. (Education Code 38003)

The **Board district** may provide and maintain motor vehicles for use by police or security department staff. When operated by a district officer in the performance of **his/her the officer's** duties, any vehicle is an authorized emergency vehicle and may be equipped and operated as such, as provided by the Vehicle Code. (Education Code 38004)

Use of Force

Note: Government Code 7286.5, as added by AB 1196 (Ch. 324, Statutes of 2020), prohibits a law enforcement agency from authorizing the use of carotid restraints or choke holds, as defined.

District police or security officers shall not use a carotid restraint or choke hold involving the application of pressure to a person's neck, trachea, or windpipe. (Government Code 7286.5)

Note: Pursuant to Government Code 7286, district police departments are required to adopt policy on the use of force. Penal Code 13519.10 requires the Commission on Peace Officer Standards and Training (POST) to develop uniform, minimum guidelines for use in the development of local policies. These guidelines are contained in POST Use of Force Standards and Guidelines, available on the POST web site.

Districts may expand the following section to include the policy adopted by the district police department. Districts whose officers do not carry firearms should delete or revise items #4-5 and 17 below.

The district police department shall maintain a policy, consistent with guidelines provided by POST, that provides a minimum standard on the use of force and includes all of the following: (Government Code 7286; Penal Code 13519.10)

- 1. A requirement that officers utilize de-escalation techniques, crisis intervention tactics, and other alternatives to force when feasible**
- 2. A requirement that officers only use a level of force that they reasonably believe is proportional to the seriousness of the suspected offense or the reasonably perceived level of actual or threatened resistance**
- 3. A requirement that officers report potential excessive force to a superior officer when present and observing another officer using force that the officer believes to be beyond that which is necessary, as determined by an objectively reasonable officer under the circumstances based upon the totality of information actually known to the officer**

DISTRICT POLICE/SECURITY DEPARTMENT (continued)

- 4. Clear and specific guidelines regarding situations in which officers may or may not draw a firearm or point a firearm at a person**
- 5. A requirement that officers consider their surroundings and potential risks to bystanders, to the extent reasonable under the circumstances, before discharging a firearm**
- 6. Procedures for disclosing public records in accordance with Penal Code 832.7**
- 7. Procedures for the filing, investigation, and reporting of citizen complaints regarding use of force incidents**
- 8. A requirement that an officer intercede when present and observing another officer using force that is clearly beyond that which is necessary, as determined by an objectively reasonable officer under the circumstances, taking into account the possibility that other officers may have additional information regarding the threat posed**
- 9. Comprehensive and specific guidelines regarding approved methods and devices available for the application of force**
- 10. An explicitly stated requirement that officers carry out duties, including use of force, in a manner that is fair and unbiased**
- 11. Comprehensive and specific guidelines for the application of deadly force**
- 12. Comprehensive and detailed requirements for prompt internal reporting and notification regarding a use of force incident, including reporting use of force incidents to the Department of Justice in compliance with Government Code 12525.2**
- 13. The role of supervisors in the review of use of force applications**
- 14. A requirement that officers promptly provide, if properly trained, or otherwise promptly procure medical assistance for persons injured in a use of force incident, when reasonable and safe to do so**
- 15. Training standards and requirements relating to demonstrated knowledge and understanding of the district's use of force policy by officers, investigators, and supervisors**

DISTRICT POLICE/SECURITY DEPARTMENT (continued)

- 16. Training and guidelines regarding vulnerable populations, including, but not limited to, children, elderly persons, people who are pregnant, and people with physical, mental, and developmental disabilities**
- 17. Comprehensive and specific guidelines under which the discharge of a firearm at or from a moving vehicle may or may not be permitted**
- 18. Factors for evaluating and reviewing all use of force incidents**
- 19. Minimum training and course titles required to meet the objectives in the use of force policy**
- 20. A requirement for the regular review and updating of the policy to reflect developing practices and procedures**

Note: The following paragraph is optional.

The district prohibits retaliation against an officer or other district employee who reports a suspected violation of this policy by another officer.

Personnel Files

Note: The following section is for use by districts that have established a police department and may be adapted for use by districts that have established a security department.

Before any record containing an adverse comment is placed in a **district** police officer's personnel file, **he/she the employee** shall read and sign the record indicating **he/she is aware awareness** of the comment. The **police** officer shall have 30 days to file a written response, which shall be attached to the adverse comment. (Government Code 3305-3306)

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

A police officer may inspect **his/her the** personnel file during usual business hours with no loss of compensation. If the officer believes that any portion of the material is mistakenly or unlawfully placed in the file, the officer may request, in writing, that the mistaken or unlawful portion be corrected or deleted and shall describe the reasons supporting those corrections or deletions. Within 30 days of the request, the Superintendent or designee shall either grant the officer's request or notify the officer of the decision to refuse to grant the request. The Superintendent or designee shall state in writing the reasons for refusing any request. (Government Code 3306.5)

DISTRICT POLICE/SECURITY DEPARTMENT (continued)

Disciplinary Action

Note: The following section is for use by districts that have established a "police" department. When a district police officer is under disciplinary investigation, Government Code 3300 provides the officer with the right to receive copies of any reports or complaints made by investigators or other persons, except those that are confidential. The court in San Diego Police Officers Association et al. v. City of San Diego Civil Service Commission et al. ruled that personnel records of a public safety officer cannot be disclosed at public disciplinary appeal hearings without the officer's consent.

Any investigation of a district police officer that could lead to punitive action shall be conducted in accordance with Government Code 3303-3304.

If the Superintendent or designee decides to impose discipline following investigation and any predisciplinary response or procedure, ~~he/she shall notify~~ the police officer **shall be notified** in writing within 30 days of the decision, including the date that the discipline shall be imposed. (Government Code 3304)

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

Note: Pursuant to Government Code 3304.5, an administrative appeal initiated by a police officer shall be conducted in accordance with district rules and procedures. Districts should consult legal counsel prior to initiating discipline against a police officer or whenever an investigation is undertaken.

Any appeal by a police officer shall be conducted in accordance with Board policy and administrative regulation. (Government Code 3304.5)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(11/00 11/03) 3/21

CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3600(a)

CONSULTANTS

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

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

Note: Labor Code ~~2750.3-2775~~, as added by AB ~~§ 2257~~ (Ch. ~~296-38~~, Statutes of ~~2019-2020~~), ~~recodifies is a recodification of~~ the three-part "ABC" test established in Dynamex Operations West, Inc. v. Superior Court of Los Angeles to determine whether a person providing services for remuneration should be classified as an employee or an independent contractor. ~~Although Labor Code 2750.3 does not explicitly state whether it applies to public agencies, CSBA recommends that districts adhere to its provisions.~~

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

Pursuant to Labor Code ~~2750.3 2775~~, a person is considered to be an independent contractor rather than an employee if the person (1) is free from the control and direction of the district in connection with the performance of the work, (2) performs work that is outside the usual course of providing educational services, (i.e. services provided by the person's own independent business and not services that ordinarily would be performed by district employees), and (3) is customarily engaged in an independently established trade, occupation, or business.

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

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

CONSULTANTS (continued)

As part of the contract process, the Superintendent or designee shall determine that the individual, firm, or organization is properly classified as an independent contractor.

A person, ~~firm, or organization~~ **providing labor or services for remuneration** shall be considered an employee rather than an independent contractor unless the district is able to demonstrate that all of the following conditions have been met: (Labor Code ~~2750.3-2775~~)

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

Note: Labor Code ~~2750.3-2775-2785~~, as added by AB 2257 and amended by AB 323 (Ch. 341, Statutes of 2020), establishes exceptions to the use of the three-part ABC test, including (1) when a person's status as an employee or independent contractor is ~~defined~~ **expressly made** by the Labor Code, Unemployment Insurance Code, or an applicable wage order of the Industrial Welfare Commission, **in which case the status remains in effect for purposes set forth in those provisions**; (2) when a court rules that the three-part test cannot be applied to a particular context; or (3) when specifically exempted **from the three-part test by** ~~within~~ Labor Code ~~2750.3-2776-2785~~. Under the second and third scenarios, **with the exception of exemptions pursuant to Labor Code 2779**, the determination of whether a person is an employee or independent contractor is ~~then~~ made pursuant to the court's decision in S.G. Borello & Sons, Inc. v. Department of Industrial Relations, which ~~made~~ **found** employment status **to be** a fact-dependent ruling based on the extent to which the employer had a right to control the work that was being done. **Pursuant to Labor Code 2776, the rule in Borello applies to "business-to-business" exceptions (including when a sole proprietor or business entity contracts to provide services to a public agency) when specified conditions are met. Additionally, tutors are potentially excepted from the three-part test in Labor Code 2750.3-2775 if they develop and teach their own curriculum, but not if they teach a curriculum created by a public school or contract with a public school through a referral company.**

~~Specific statutory exceptions to this analysis for the determination of whether a person, firm, or organization is an independent contractor may apply. (Labor Code 2750.3)~~ **The determination of whether an individual acting as a sole proprietor or a firm or other business organization is an independent contractor shall be made in accordance with Labor Code 2775-2785, as applicable.**

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

(cf. 3311 - Bids)

(cf. 3312 - Contracts)

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

CONSULTANTS (continued)

Note: Government Code 12940, as amended by AB 3364 (Ch. 36, Statutes of 2020), changes the term "military and veteran status" to "veteran or military status."

All qualified independent contractors shall be accorded equal opportunity for contracts regardless of actual or perceived race, **ethnicity**, color, national origin, ancestry, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, **military and** veteran **or military** status, sex, sexual orientation, gender, gender identity, gender expression, immigration status, or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 220; Government Code 12940)

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

(cf. 0415 - Equity)

(cf. 4030 - Nondiscrimination in Employment)

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

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

(cf. 9270 - Conflict of Interest)

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

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

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

CONSULTANTS (continued)

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

(cf. 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures)

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

10400-10407 Cooperative improvement programs

17596 Limit on continuing contracts

35010 Control of districts; prescription and enforcement of rules

35172 Promotional activities

35204 Contract with attorney

44925 Part-time readers employed as independent contractors

45103 Classified service in districts not incorporating the merit system

45103.5 Contracts for food service consulting services

45134-45135 Employment of retired classified employee

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

GOVERNMENT CODE

12940 Unlawful employment practices

53060 Contract for special services and advice

82019 Designated employee; **definition**

87302 Conflict of interest code

LABOR CODE

~~2750.3-2775-2787 ABC three part test: employees and independent contractors~~ **Worker status: employees**

UNEMPLOYMENT INSURANCE CODE

606.5 Determination of employment status

621 ~~Employer and e~~Employee defined

CODE OF REGULATIONS, TITLE 2

18700.3 Consultant

COURT DECISIONS

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

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

(10/96 12/19) 3/21

CSBA Sample Exhibit

All Personnel

E 4112.9(a)

4212.9

EMPLOYEE NOTIFICATIONS

4312.9

Note: The following exhibit lists notices which the law requires be provided to employees. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements.

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees			
At the beginning of school year or upon employment	Education Code 231.5; Government Code 12950	AR 4119.11 4219.11 4319.11	The district's policy on sexual harassment, legal remedies, complaints
Annually to all employees , and 72 hours before pesticide application	Education Code 17612	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information on pesticides
To all employees, p Prior to implementing year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round program
To all employees, p Prior to implementing alternative schedule	Education Code 46162	BP 6112	Public hearing on alternative schedule in secondary grades
Annually to all employees	Education Code 49013; 5 CCR 4622	AR 1312.3 BP 0460 BP 3260	Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan
Annually to all employees	Education Code 49414	AR 5141.21	Request for volunteers to be trained to administer epinephrine auto-injectors
At least once per year	Education Code 49414.3	AR 5141.21	Request for volunteers to be trained to administer opioid antagonist
To all employees	Government Code 1126	BP 4136 4236 4336	Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal

E 4112.9(b)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
To all employees	Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210	BP 4020 BP 4159 4259 4359	District's drug- and alcohol-free workplace; actions to be taken if violated; available employee assistance programs
Upon employment	Government Code 21029	None	Right to purchase PERS service credit for military service performed prior to public employment
Upon placement of automated external defibrillator (AED) in school, and annually thereafter	Health and Safety Code 1797.196	AR 5141	Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan
To all employees, if the district receives Tobacco-Use Prevention Education funds	Health and Safety Code 104420	AR 3513.3	District's tobacco-free schools policy and enforcement procedures
Annually to all employees, or more frequently if there is new information	Health and Safety Code 120875, 120880	BP 4119.43 4219.43 4319.43	AIDS and hepatitis B, including methods to prevent exposure
To new employees upon hire and other employees upon request, in districts with 25 or more employees	Labor Code 230.1	AR 4161.2 4261.2 4361.2	Rights pursuant to Labor Code 230-230.1 pertaining to leaves and accommodations for victims of crime or abuse
To all employees, with each paycheck	Labor Code 246	AR 4161.1 4361.1 AR 4261.1	Amount of sick leave available
Upon hire, in employee handbook, and upon request for parental leave	Labor Code 1034	BP 4033	The district's policy on lactation accommodation
To covered employees and former employees	Labor Code 2800.2	AR 4154 4254 4354	Availability of COBRA/ Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage

E 4112.9(c)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
To employees participating in a flexible spending account	Labor Code 2810.7	None	Deadline to withdraw funds from account before the end of the plan year
To every new employee, either at the time employee is hired or by end of first pay period	Labor Code 3551	AR 4157.1 4257.1 4357.1	Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor
Within one day of receiving notice of potential exposure to COVID-19, to employees who were on the premises during the infectious period, and the exclusive representative, and the employer of subcontracted employees as applicable	Labor Code 6409.6	AR 4157 4257 4357	Potential exposure to COVID-19; benefits to which employees may be entitled; available leave options; protection against discrimination and retaliation; district's disinfection and safety plan
Prior to beginning employment	Penal Code 11165.7, 11166.5	AR 5141.4	Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law
Upon employment, and when employee goes on leave for specified reasons	Unemployment Insurance Code 2613	AR 4154 4254 4354	Disability insurance rights and benefits
To all employees and job applicants	2 CCR 11023; 34 CFR 104.8, 106.9	BP 0410 AR 4030	District's policy on nondiscrimination and related complaint procedures
To all employees via employee handbook, or to each new employee	2 CCR 11091, 11095; 29 CFR 825.300	AR 4161.8 4261.8 4361.8	Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible
To all employees	8 CCR 3203	AR 4157 4257 4357	The right and procedure to access the injury and illness prevention program

E 4112.9(d)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
To all employees	34 CFR 106.8	AR 4119.11 4219.11 4319.11	Nondiscrimination on the basis of sex; contact information for district's Title IX Coordinator; referral of inquiries to Title IX Coordinator and/or Office for Civil Rights
Annually to all employees	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; inspections, response actions, post-response actions planned or in progress
II. To Certificated Employees			
To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire	Education Code 22455.5	AR 4121	Criteria for membership in retirement system; right to elect membership at any time
Upon employment of a retired certificated individual	Education Code 22461	AR 4117.14 4317.14	Postretirement earnings limitation or employment restriction; monthly report of compensation
To certificated employees	Education Code 35171	AR 4115 BP 4315	District regulations related to performance evaluations
30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated	Education Code 44663	AR 4115	Copy of employee's evaluation
To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee	Education Code 44664	AR 4115	Notice and description of the unsatisfactory performance

E 4112.9(e)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
By May 30, if district issues reemployment notices to certificated employees	Education Code 44842	AR 4112.1	Request that the employee notify district of intent to remain in service next year
To certificated probationary and temporary certificated employees upon employment, and to nonpermanent employees and every July thereafter in July of each school year	Education Code 44916	AR 4112.1 AR 4121	Employment status and salary
To probationary employee, by March 15	Education Code 44929.21, 44929.23, 44948.5	BP 4116	Whether or not employee is reelected for next school year
When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year	Education Code 44934, 44934.1, 44936	BP 4118 AR 4118	Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice
To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/dismissal notice	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings	Education Code 44940.5	AR 4118	Notice of intent to dismiss 30 days from notice unless employee demands hearing
To probationary employees 30 days prior to dismissal during school year, but not later than March 15 for a second-year probationary employees	Education Code 44948.3	AR 4118	Reasons for dismissal and opportunity to appeal

E 4112.9(f)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
By March 15 when necessary to reduce certificated personnel, with final notice by May 15	Education Code 44949, 44955	BP 4117.3	Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination
On or before June 30, Before the end of the school year to temporary employee who served 75 percent of school year but will be released	Education Code 44954	BP 4121	District's decision not to reelect employee for following school year
To teacher, when a student engages in or is reasonably suspected of specified acts	Education Code 49079	AR 4158 4258 4358	Student has committed specified act that constitutes ground for suspension or expulsion
To certificated employee upon change in employment status due to alleged misconduct or while allegation is pending	5 CCR 80303	AR 4117.7 4317.7	Contents of state regulation re: report to Commission on Teacher Credentialing
III. To Classified Employees			
When classified employee is subject to disciplinary action for cause, in nonmerit district	Education Code 45113	AR 4218	Notice of charges, right to hearing, timeline for requesting hearing
To classified employees at At least 60 days prior to layoff, or by April 29 for specially funded program that expires at end of school year	Education Code 45117	AR 4217.3	Notice of layoff and reemployment rights
To classified employees at Upon employment and upon each change in classification	Education Code 45169	AR 4212	Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek
To classified permanent employee whose leave is exhausted	Education Code 45192, 45195	AR 4261.1 AR 4261.11	Exhaustion of leave, opportunity to request additional leave

E 4112.9(g)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. To Classified Employees (continued)			
To school bus drivers and school activity bus drivers prior to expiration of specified documents	13 CCR 1234	AR 3542	Expiration date of driver's license, driver's certificate and medical certificate; need to renew
To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter	13 CCR 2480	AR 3542	Limitations on vehicle idling; consequences of not complying
To school bus drivers, prior to district drug testing program and thereafter upon employment	49 CFR 382.113, 382.601	AR 4112.42 4212.42 4312.42	Explanation of federal requirements for drug testing program and district's policy
To school bus drivers, prior to operating school bus	49 CFR 382.303	AR 4112.42 4212.42 4312.42	Post-accident information, procedures, and instructions
IV. To Administrative/Supervisory Personnel			
To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract	Education Code 35031	BP 2121 BP 4312.1	Decision not to reelect or reemploy upon expiration of contract or term
Upon request by administrative or supervisory employee transferred to teaching position	Education Code 44896	AR 4313.2	Statement of the reasons for the release or reassignment
By March 15 to employee who may be released/reassigned the following school year	Education Code 44951	AR 4313.2	Notice that employee may be released or reassigned the following school year
V. To Individual Employees Under Special Circumstances			
In the event of a breach of security of district records, to affected employees	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies

E 4112.9(h)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances (continued)			
Prior to placing derogatory information in personnel file	Education Code 44031	AR 4112.6 4212.6 4312.6	Notice of derogatory information, opportunity to review and comment
To employees who volunteer to administer epinephrine auto-injector	Education Code 49414	AR 5141.21	Defense and indemnification from civil liability by the district
To district police officer, within 30 days of decision to impose discipline	Government Code 3304	AR 3515.3	Decision to impose discipline, including the date that discipline will be imposed
To employees returning from military leave of absence, within 30 days of return	Government Code 20997	AR 4161.5 4261.5 4361.5	Right to receive PERS service credit for military service; application form
24 hours before Board meets in closed session to hear complaints or charges against employee	Government Code 54957	BB 9321	Employee's right to have complaints/charges heard in open session
When taking disciplinary action against employee for disclosure of confidential information	Government Code 54963	BP 4119.23 4219.23 4319.23	Law prohibiting disclosure of confidential information obtained in closed session
Within one working day of work-related injury or victimization of crime	Labor Code 3553, 5401	AR 4157.1 4257.1 4357.1	Potential eligibility for workers' compensation benefits, claim form
When adverse employment action is based on DOJ criminal history information or subsequent arrest notification	Penal Code 11105, 11105.2	AR 4112.5 4212.5 4312.5	Copy of DOJ notification
To any employee with exposure to blood or other potentially infectious materials, upon initial employment and at least annually thereafter	8 CCR 3204	AR 4119.42 4219.42 4319.42	The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances (continued)			
To any employee assigned to a work area where hazardous chemicals are present, upon initial assignment and upon new exposure situation	8 CCR 5191	AR 3514.1	Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material
To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area	8 CCR 5194	AR 3514.1	Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights
To employee eligible for military leave	38 USC 4334	AR 4161.5 4261.5 4361.5	Notice of rights, benefits, and obligations under military leave
Within five days of employee's request for FMLA leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave	29 CFR 825.300; 2 CCR 11049, 11091	AR 4161.8 4261.8 4361.8	Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice
Whenever notice of eligibility for FMLA is provided to employee	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

(3/20 5/20) 3/21

CSBA Sample Administrative Regulation

All Personnel

AR 4161.2(a)

4261.2

PERSONAL LEAVES

4361.2

Note: The following administrative regulation is subject to collective bargaining agreements.

Personal leaves granted to district employees shall be used as permitted in this administrative regulation, other Board-approved policy or district regulation, or applicable collective bargaining agreement.

Note: ~~As provided in the following paragraph,~~ Family Code 297.5 extends to registered domestic partners the same rights that are available under state law to spouses. Thus, any reference to an employee's spouse throughout this administrative regulation also applies to a registered domestic partner, even if not expressly stated in the applicable state codes (e.g., Education Code, Military and Veterans Code). Districts should consult legal counsel if a question arises as to leave provisions relative to an employee's domestic partner.

For the purpose of any personal leave offered pursuant to state law, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297.5)

Whenever possible, employees shall request personal leaves in advance and prepare suitable instructions, including lesson plans as applicable, for a substitute employee.

(cf. 4121 - Temporary/Substitute Personnel)

Bereavement

Note: Education Code 44985 and 45194 allow the Governing Board to expand the class of relatives listed below and enlarge the benefits provided by law. The following two paragraphs may be revised to reflect district practice.

Employees are entitled to a leave of up to three days, or five days if out-of-state travel is required, upon the death of any member of the employee's immediate family. No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194)

(cf. 4161/4261/4361 - Leaves)

Members of the immediate family include: (Education Code 44985, 45194)

1. The mother, father, grandmother, grandfather, or grandchild of the employee or of the employee's spouse
2. The employee's spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister

PERSONAL LEAVES (continued)

3. Any relative living in the employee's immediate household

At the employee's request, bereavement leave may be extended under personal necessity leave provisions as provided in the section "Personal Necessity" below. (Education Code 44981, 45207)

Personal Necessity

Note: Employees may use a maximum of seven days of accumulated personal illness/injury leave (sick leave) for reasons of personal necessity pursuant to Education Code 44981 (certificated employees) and 45207 (classified employees). Pursuant to Education Code 44981 and 45207, a higher maximum may be set for certificated and/or classified employees in their collective bargaining agreement or by Board resolution for classified employees who are not covered by a collective bargaining agreement. Districts that have established a maximum that is higher than seven days should modify the following paragraph accordingly.

Education Code 45207 clarifies that provisions pertaining to personal necessity leave also apply to districts that have adopted the merit system for classified employees in accordance with Education Code 45240-45320.

Employees may use a maximum of seven days for certificated employees and ten days for classified employees, of their accrued personal illness/injury leave (sick leave) during each school year for reasons of personal necessity. (Education Code 44981, 45207)

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

(cf. 4261.1 - Personal Illness/Injury Leave)

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the employee's immediate family or death of a personal friend when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207)
2. An accident involving the employee or his/her the employee's property, or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)

Note: **Pursuant to** Education Code 44981, **provides that** a certificated employee may use personal necessity leave for the serious illness of a member of his/her the employee's immediate family. The Board may extend these provisions to classified employees under the authority granted to the Board by Education Code 45207. Districts are cautioned to consult legal counsel regarding any interaction of Education Code provisions with Labor Code 233, 245.5, and 246.5, **as amended by AB 1522 (Ch. 319, Statutes of 2014)**, which allow the use of sick leave for the need of the employee or his/her family member for the diagnosis, care, or treatment of an existing health condition or for preventive care and which **expand include in** the definition of "family member" **to include** a registered domestic partner, grandparent, and sibling. See AR 4161.1/4361.1 - Personal Illness/Injury Leave and AR 4261.1 - Personal Illness/Injury Leave.

PERSONAL LEAVES (continued)

Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for federal and state provisions related to leaves for the birth, adoption, or foster placement of a new child; the care of a seriously ill child, parent, or spouse/registered domestic partner; or the employee's own serious health condition.

3. Illness, preventive care, or other need of a member of the employee's family, as defined in Labor Code 245.5 (Education Code 44981; Labor Code 246.5)

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

Note: Education Code 45207 provides that classified employees may use sick leave for required court appearances, as provided in item #4 below. Circumstances under which employees may take time off, with pay, for court appearances are described in the section on "Legal Duties" below.

4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order (Education Code 45207)

Note: Items #5 and #6 are **optional** and may be deleted or modified to reflect district practice.

5. Fire, flood, or other immediate danger to the home of the employee
6. Personal business of a serious nature which the employee cannot disregard

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, personal necessity leave shall not be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether **or not** a request reflects personal necessity.

Note: The following paragraph is **optional**. The district is prohibited from requiring employees to obtain advance permission prior to taking leaves in certain situations. Pursuant to Education Code 44981 and 45207, the district may not require advance permission for leaves taken by classified employees for the reasons specified in items #1-2 above and by certificated employees for the reasons specified in items #1-3 above. In addition, Labor Code 246.5 requires an employer to grant paid sick leave "upon the oral or written request of an employee." According to the Department of Industrial Relations, employers may not require advance notice when the need for the leave was unforeseeable, as in the case of unanticipated illness or a medical emergency.

Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for requirements pertaining to requests for leaves that qualify under the federal Family and Medical Leave Act (29 USC 2601-2654) or the California Family Rights Act (Government Code 12945.1-12945.2), including provisions that allow employees to provide notice as soon as practicable when 30-day advance notice is not practicable due to lack of knowledge of the date the leave will be needed, a change in circumstances, or a medical emergency.

PERSONAL LEAVES (continued)

Advance permission shall not be required of an employee in any case involving the death of a member of the employee's immediate family, an accident involving the employee's person or property or the person or property of a member of **his/her the employee's** immediate family, or the illness, preventive care, or other need of a member of the employee's family. (Education Code 44981, 45207)

For any leave that is planned, or where the need for leave is foreseeable, an employee shall notify the Superintendent or designee in advance. In all other circumstances, the employee shall notify the Superintendent or designee of the need for the leave as soon as practicable.

Note: Education Code 44981 and 45207 **mandate** the adoption of regulations requiring proof of personal necessity and prescribing the manner of the required proof. The following paragraph may be revised to specify the manner of proof required by the district.

After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed district absence form to **his/her the employee's** immediate supervisor.

Legal Duties

Note: Pursuant to Education Code 44037, it is unlawful for the district or personnel commission to (1) adopt any rule, regulation, or policy that encourages employees to seek exemption from jury duty; (2) directly or indirectly solicit or suggest to any employee that **he/she the employee** seek exemption from jury duty; or (3) discriminate against any employee with respect to assignment, employment, promotion, or in any other manner because of **his/her the employee's** service on a jury panel. However, the Board or personnel commission may establish a rule providing that only a percentage of district staff, which shall not be less than two percent, shall be granted such leave with pay at any one time. The following section may be revised to reflect district practice.

Labor Code 230 prohibits the discharge of or discrimination or retaliation against an employee for taking time off for the activities specified in items #1-2 below.

An employee may take time off work in order to: (Labor Code 230)

1. Serve on an inquest jury or trial jury
2. Comply with a subpoena or other court order to appear as a witness

Notices, summons, and subpoenas for court appearances shall be submitted to the district office when requesting leave.

A classified employee called for jury duty shall be granted leave with pay up to the amount of the difference between **his/her the employee's** regular earnings and any amount received for jury fees. (Education Code 44037)

PERSONAL LEAVES (continued)

Note: The following **optional** paragraph is for use by districts that choose to provide leave of absence with pay for certificated employees called for jury duty, as authorized by Education Code 44036. Districts that do not grant such leave should delete this paragraph.

A certificated employee who is called for jury duty also shall be granted leave with pay up to the difference between ~~his/her~~ **the employee's** regular earnings and any jury fees ~~he/she~~ received.

Note: The following paragraph is **optional**. Education Code 44036 allows the Board, at its discretion, to provide paid leaves for employees to appear in court as witnesses other than as litigants or to respond to orders from another governmental jurisdiction. Districts that do not grant such leave should delete this paragraph.

An employee shall be granted leave with pay to appear in court as a witness other than a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such an employee shall receive the difference between ~~his/her~~ **the employee's** regular earnings and any witness fees ~~he/she~~ received.

Leaves for Crime Victims **for Judicial Proceedings**

Note: Labor Code 230.2 prohibits a district from taking adverse employment action against an employee who takes leave as described below.

An employee may be absent from work in order to attend judicial proceedings related to a crime when ~~he/she~~ **the employee** is a victim, or an immediate family member, registered domestic partner, or child of a registered domestic partner of a victim, of any of the following crimes: (Labor Code 230.2)

1. A violent felony as defined in Penal Code 667.5(c)
2. A serious felony as defined in Penal Code 1192.7(c)
3. A felony provision of law proscribing theft or embezzlement

Note: Pursuant to Labor Code 230.2, employees may use any of the types of leave listed in the following paragraph, unless otherwise provided by a collective bargaining agreement, although a collective bargaining agreement cannot diminish the entitlement of an employee.

For these purposes, the employee may use vacation, personal leave, personal illness/injury leave, unpaid leave, or compensatory time off that is otherwise available to the employee. (Labor Code 230.2)

PERSONAL LEAVES (continued)

Prior to taking time off, an employee shall give ~~his/her supervisor~~ **the Superintendent or designee** a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

The district shall keep confidential any records pertaining to the employee's absence from work by reason of this leave. (Labor Code 230.2)

Leaves for Victims of ~~Domestic Violence, Sexual Assault and Stalking~~ **Crime or Abuse**

Note: Labor Code 230 and 230.1 allow employees **who are victims of domestic violence, sexual assault, or stalking** to use their available vacation, personal leave, or compensatory time off for the purposes described in items #1-5 below and prohibit a district from taking adverse employment action against an employee for taking leave for any of those purposes. **Pursuant to Labor Code 230.1, items #2-5 apply to districts with 25 or more employees.**

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.

An employee who is a victim of domestic violence, sexual assault, or stalking, **who is a victim of a crime that caused physical injury or that caused mental injury with a threat of physical injury, or whose immediate family member, as defined, is deceased as the direct result of a crime as defined by law** may use vacation, sick leave, personal leave, or compensatory time off that is otherwise available to ~~him/her~~ **the employee** under the terms of ~~his/her employment~~ to attend to the following activities: (Labor Code 230, 230.1, 246.5)

1. Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or ~~his/her~~ **the employee's** child
2. Seek medical attention for injuries caused by ~~domestic violence, sexual assault, or stalking~~ **crime or abuse**
3. Obtain services from a domestic violence shelter, program, ~~or~~ **rape crisis center, or victim services organization or agency** as a result of ~~domestic violence, sexual assault, or stalking~~ **the crime or abuse**

PERSONAL LEAVES (continued)

4. Obtain psychological counseling **or mental health services** related to an experience of ~~domestic violence, sexual assault, or stalking~~ **crime or abuse**
5. Participate in safety planning and take other actions to increase safety from future ~~domestic violence, sexual assault, or stalking~~ **crime or abuse**, including temporary or permanent relocation

Note: Pursuant to Labor Code 230, as amended by AB 2992, the following certification may include documentation from a victim advocate (defined as an individual, whether paid or serving as a volunteer, who provides services to victims under the auspices or supervision of an agency or organization that has a documented record of providing services to victims, a court, or a law enforcement or prosecution agency) or 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.

Prior to taking time off, an employee shall give reasonable notice to ~~his/her supervisor~~ **the Superintendent or designee**, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable period of time, certification of the absence in the form of any of the following: (Labor Code 230, 230.1)

1. A police report indicating that the employee was a victim ~~of domestic violence, sexual assault, or stalking~~
2. A court order protecting or separating the employee from the perpetrator of ~~an act of domestic violence, sexual assault, or stalking,~~ **the crime or abuse**, or other evidence from the court or prosecuting attorney that the employee has appeared in court
3. Documentation from a domestic violence or sexual assault counselor as defined in Evidence Code 1037.1 or 1035.2, licensed medical professional or health care provider, **victim advocate**, or counselor that the employee was undergoing treatment **or receiving services** for physical or mental injuries or abuse resulting in victimization from ~~an act of domestic violence, sexual assault, or stalking~~ **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 certifying that the absence is for a purpose authorized under Labor Code 230 or 230.1**

The district shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

PERSONAL LEAVES (continued)

Note: Pursuant to Labor Code 230.1, districts with 25 or more employees are required to notify their employees of their rights under Labor Code 230 and 230.1. The district may use a form developed by the Labor Commissioner for this purpose, available on the web site of the Department of Industrial Relations, or may develop its own form that is substantially similar in content and clarity to the Labor Commissioner's form. As amended by AB 2992, Labor Code 230.1 requires the Labor Commissioner to revise the form by January 1, 2022. Until that form is revised, the district should update its form to reflect current law.

The Superintendent or designee shall inform employees of their rights pursuant to Labor Code 230 and 230.1 using a form developed by the Labor Commissioner or a substantially similar form developed by the district. Such information shall be provided to new employees upon hire and to other employees upon request. (Labor Code 230.1)

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

Personal Leave for Child-Related Activities

Note: Pursuant to Labor Code 230.8, the following section applies to any district employing 25 or more employees at the same location. A district with fewer than 25 employees at the same location may use or delete this section at its discretion. ~~SB 579 (Ch. 802, Statutes of 2015) amended Labor Code 230.8 to expand the purposes of leave for child related activities to include enrolling or reenrolling a child in a school or with a licensed child care provider and addressing a school or child care emergency, as defined.~~

Pursuant to Labor Code 230.8, an employee who is discharged, threatened with discharge, demoted, suspended, or otherwise discriminated against for using the leave is entitled to reinstatement and reimbursement for lost wages and benefits, and an employer who willfully refuses to rehire, promote, or otherwise reinstate such an employee is subject to a civil penalty equal to three times the amount of the lost wages and benefits.

Any employee who is a parent/guardian of one or more children of an age to attend any of grades K-12 or a program offered by a licensed child care provider may use up to 40 hours of personal leave, vacation, or compensatory time off each school year in order to: (Labor Code 230.8)

1. Find, enroll, or reenroll ~~his/her~~ a child in a school or with a licensed child care provider or to participate in activities of the school or child care provider, provided the employee gives reasonable advance notice of the absence. Time off for this purpose shall not exceed eight hours in any calendar month.
2. Address a school or child care emergency, provided the employee gives notice. An emergency exists when the child cannot remain in school or with a child care provider due to one of the following circumstances:

PERSONAL LEAVES (continued)

- a. A request by the school or child care provider that the child be picked up
- b. An attendance policy, excluding planned holidays, that prohibits the child from attending or requires that the child be picked up from the school or child care provider
- c. Behavioral or discipline problems
- d. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays
- e. A natural disaster, including, but not limited to, fire, earthquake, or flood

(cf. 5148 - Child Care and Development)

Note: SB 579 (Ch. 802, Statutes of 2015) amended Labor Code 230.8 to expand the definition of "parent" to add a stepparent, foster parent, or person who stands in loco parentis to the child.

For purposes of this leave, *parent/guardian* includes a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to a child. (Labor Code 230.8)

Note: Labor Code 230.8 provides that the employee may use time off without pay to the extent the district makes it available. The following **optional** paragraph may be revised to reflect district practice.

In lieu of using vacation, personal leave, or compensatory time off, eligible employees may take unpaid leave for this purpose.

If two or more parents/guardians of a child are employed at the same work site, this leave shall be allowed for the parent/guardian who first gives notice to the district. Simultaneous absence by another parent/guardian of the child may be granted by the Superintendent or designee. (Labor Code 230.8)

Upon request by the Superintendent or designee, the employee shall provide documentation from the school or licensed child care provider that ~~he/she~~ **the employee** engaged in permitted child-related activities on a specific date and at a particular time. (Labor Code 230.8)

Service on Education Boards and Committees

Upon request, a certificated employee shall be granted up to 20 school days of paid leave per school year for service performed within the state on any education board, commission,

PERSONAL LEAVES (continued)

committee, or group authorized by Education Code 44987.3 provided that all of the following conditions are met: (Education Code 44987.3)

1. The service is performed within the state.
2. The board, commission, organization, or group informs the district in writing of the service.
3. The board, commission, organization, or group agrees, prior to the service, to reimburse the district, upon the district's request, for compensation paid to the employee's substitute and for actual related administrative costs.

Employee Organization Activities

Note: The following **optional** section may be deleted by any district whose collective bargaining agreements expressly provide for a paid leave of absence for participation in the activities described in this section.

Education Code 44987 and 45210 provide that certificated and classified employees may take time off without loss of compensation to serve as elected officers of their local, statewide, or national employee organization. Following the district's payment to the employee for the leave of absence, the employee organization must reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. This leave of absence is in addition to the release time granted to representatives of an employee organization pursuant to Government Code 3543.1.

Upon request, any certificated or classified employee shall be granted a leave of absence without loss of compensation to serve as an elected officer of a district employee organization or any statewide or national employee organization with which the employee organization is affiliated. The leave shall include, but is not limited to, absence for purposes of attending periodic, stated, special, or regular meetings of the body of the organization. (Education Code 44987, 45210)

(cf. 4140/4240/4340 - Bargaining Units)
(cf. 4143/4243 - Negotiations)

Note: Education Code 45210 requires districts to grant a paid leave of absence to a reasonable number of classified employees serving as unelected members of the employee organization or a statewide or national public employee organization when the employee attends "important organizational activities authorized by the public employee organization." Compensation must include the required retirement fund contributions. The employee will continue to earn full service credit during the leave and must pay member contributions as specified. The maximum amount of service credit an employee may earn cannot exceed 12 years. Education Code 45210 also requires that an employee organization provide reasonable notification to the district when requesting a leave of absence without loss of compensation for an employee.

AR 4161.2(k)
4261.2
4361.2

PERSONAL LEAVES (continued)

Upon request of an employee organization in the district or its state or national affiliate, a reasonable number of unelected classified employees shall be granted a leave of absence without loss of compensation for the purpose of attending important organizational activities authorized by the organization. The employee organization shall provide reasonable notification to the Superintendent or designee when requesting a leave of absence for employees for this purpose. (Education Code 45210)

When leave is granted for any of the above purposes, the employee organization shall reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. (Education Code 44987, 45210)

Religious Leave

Note: The following **optional** section is for use by any district that chooses to grant religious leave and may be revised to reflect district practice. A district that does not grant such leave should delete this section. However, the district should consult legal counsel before denying a request for religious leave since the Constitution requires districts to provide "reasonable accommodation" to employee religious practices.

The Superintendent or designee may grant an employee up to three days of leave per year for religious purposes, provided that the leave is requested in advance and that it does not cause additional district expenditures, the neglect of assigned duties, or any other unreasonable hardship on the district.

Note: The following **optional** paragraph reflects the California Supreme Court's interpretation of Article I, Section 8 of the California Constitution as stated in [Rankin v. Commission on Professional Competence](#).

~~The Superintendent or designee shall deduct the cost of hiring a substitute, when required, from the wages of the employee who takes religious leave.~~

~~No employee shall be discriminated against for using this leave or any additional days of unpaid leave granted for religious observances at the discretion of the Superintendent or designee.~~

Spouse on Leave from Military Deployment

Note: Military and Veterans Code 395.10 requires any district with 25 or more employees to allow up to 10 days of unpaid leave to an employee whose spouse is on leave from military deployment. A district with fewer than 25 employees may use the following section at its discretion. In addition, 29 USC 2612 authorizes an employee to take up to 26 work weeks of unpaid military caregiver leave or up to 12 weeks of "exigency" leave during a single 12-month period, as determined by the district; see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

AR 4161.2(1)
4261.2
4361.2

PERSONAL LEAVES (continued)

An employee who works an average of 20 hours or more per week and whose spouse is a member of the United States Armed Forces, National Guard, or reserves may take up to 10 days of unpaid leave during a period that **his/her the employee's** spouse is on leave from deployment during a military conflict, as defined in Military and Veterans Code 395.10. (Military and Veterans Code 395.10)

Within two business days of receiving official notice that **his/her the employee's** spouse will be on leave from deployment, the employee shall provide the Superintendent or designee with notice of **his/her the** intention to take the leave. The employee shall submit written documentation certifying that **his/her the employee's** spouse will be on leave from deployment during the time that the leave is requested. (Military and Veterans Code 395.10)

Leave for Emergency Duty

Note: Labor Code 230.3 prohibits a district from discharging or discriminating against an employee who takes time off to perform emergency duty as specified below. Labor Code 230.3 defines emergency rescue personnel as a member of a federal, state, local, or private fire department or agency, as well as a sheriff or police department.

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

Note: Pursuant to Labor Code 230.4, a district with 50 or more employees must grant an employee who is a volunteer firefighter, reserve peace officer, or emergency rescue personnel a leave of absence for up to 14 days per calendar year for training purposes. A district with fewer than 50 employees may use or delete this paragraph at its discretion.

Any employee who performs duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire, law enforcement, or emergency rescue training. (Labor Code 230.4)

Civil Air Patrol Leave

Note: Labor Code 1500-1507 require a district with more than 15 employees to provide at least 10 days of unpaid leave per year, beyond any leave otherwise available to employees, to employees who volunteer with the Civil Air Patrol and are directed to respond to an emergency operational mission, as provided below. Labor Code 1503 specifies that a district may not require an employee to first exhaust all accrued vacation, personal, sick, or any other available leave in order to use Civil Air Patrol leave.

If the district chooses to offer more than 10 days of such leave per year or to provide paid leave, it should modify the following paragraph accordingly. A district with 15 or fewer employees may use or delete this section at its discretion.

AR 4161.2(m)
4261.2
4361.2

PERSONAL LEAVES (continued)

An employee may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available to ~~him/her~~ **the employee**, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by the district for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single mission, unless an extension is granted by the governmental entity authorizing the mission and is approved by the Superintendent or designee. (Labor Code 1501, 1503)

The employee shall give the district as much advance notice as possible of the intended dates of the leave. The Superintendent or designee may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave and may deny the leave if the employee fails to provide the required certification. (Labor Code 1503)

Legal Reference:

EDUCATION CODE

44036-44037 Leaves of absence for judicial and official appearances
44963 Power to grant leaves of absence (certificated)
44981 Leave of absence for personal necessity (certificated)
44985 Leave of absence due to death in immediate family (certificated)
44987 Service as officer of employee organization (certificated)
44987.3 Leave of absence to serve on certain boards, commissions, etc.
45190 Leaves of absence and vacations (classified)
45194 Bereavement leave of absence (classified)
45198 Effect of provisions authorizing leaves of absence
45207 Personal necessity (classified)
45210 Service as officer of employee organization (classified)
45240-45320 Merit system, classified employees

EVIDENCE CODE

1035.2 Sex assault counselor; definition
1037.1 Domestic violence counselor; definition

FAMILY CODE

297-297.5 Registered domestic partner rights, protections, and benefits

GOVERNMENT CODE

3543.1 Release time for representatives of employee organizations
12945.1-12945.2 California Family Rights Act

LABOR CODE

230-230.2 Leave for victims of domestic violence, sexual assault, or specified felonies
230.3 Leave for emergency personnel
230.4 Leave for volunteer firefighters
230.8 Leave to visit child's school
233 Illness of child, parent, spouse, domestic partner or domestic partner's child
234 Absence control policy
246.5 Paid sick days, purposes for use
1500-1507 Civil Air Patrol leave

Legal Reference continued: (see next page)

PERSONAL LEAVES (continued)

Legal Reference: (continued)

MILITARY AND VETERANS CODE

395.10 *Leave when spouse on leave from military deployment*

PENAL CODE

667.5 *Violent felony, defined*

1192.7 *Serious felony, defined*

CALIFORNIA CONSTITUTION

Article I, Section 8 Religious discrimination

UNITED STATES CODE, TITLE 29

2601-2654 *Family and Medical Leave Act*

UNITED STATES CODE, TITLE 42

2000d-2000d-7 *Title VII, Civil Rights Act of 1964*

COURT DECISIONS

Rankin v. Commission on Professional Competence, (1988) 24 Cal.3d 167

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

Berkeley Council of Classified Employees v. Berkeley Unified School District, (2008) PERB Decision No. 1954

Management Resources:

WEB SITES

California Department of Industrial Relations: <http://www.dir.ca.gov>

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

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

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

Public Employment Relations Board: <http://www.perb.ca.gov>

CSBA Sample Administrative Regulation

All Personnel

AR 4161.8(a)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE

Note: The following **optional** administrative regulation addresses mandatory subjects of bargaining. The laws referenced in this regulation provide minimum amounts of leave which the district must grant its employees if more generous benefits are not provided as part of its collective bargaining agreement. Any covered subject that is already addressed in the district's collective bargaining agreements should be deleted from this administrative regulation.

Both federal and state law provide for family care and medical leave (29 USC 2601-2654, the Family and Medical Leave Act of 1993 (FMLA), and Government Code 12945.1-12945.2, the California Family Rights Act (CFRA)). However, these laws do not always provide identical rights or operate in the same manner. For example, pregnancy as a "serious health condition" is covered under FMLA but not under CFRA. Instead, under **California state** law, an employee who is disabled due to pregnancy, childbirth, or a related medical condition is entitled to pregnancy disability leave (PDL) pursuant to Government Code 12945. Where there is a difference between state and federal law, the law that grants the greatest benefits generally controls. In those situations, legal counsel should be consulted as needed.

~~As amended by AB 1556 (Ch. 799, Statutes of 2017), Government Code 12945 and 12945.2 delete references to females with regard to pregnancy disability leave and clarify that all employees are protected against pregnancy discrimination regardless of their gender identity.~~

The district shall not deny any eligible employee the right to family care, **or** medical **leave**, ~~or pregnancy disability leave (PDL)~~ pursuant to the Family and Medical Leave Act (FMLA), **or** the California Family Rights Act (CFRA), **or leave for pregnancy disability pursuant to California Pregnancy Disability Leave (PDL)**, ~~or the Fair Employment and Housing Act (FEHA)~~ nor restrain or interfere with the employee's exercise of such right. In addition, ~~the~~ district shall not **interfere with, restrain, or deny the exercise of an employee's right to any such leave, nor shall the district** discharge, ~~an employee or~~ **discriminate against,** or retaliate against **an employee** ~~him/her~~ for taking such leave, ~~or for his/her opposition to or challenge of~~ **opposing or challenging any unlawful district employment practice** in relation to any of these laws, ~~or for his/her involvement~~ **being involved** in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

(cf. 4033 - Lactation Accommodation)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Note: Government Code 12945.2, as amended by SB 1383 (Ch. 86, Statutes of 2020), includes a child of a registered domestic partner in the definition of "child" for purposes of CFRA leave.

FAMILY CARE AND MEDICAL LEAVE (continued)

Child (~~son or daughter~~) means a biological, adopted, or foster child; a stepchild; a legal ward; or a **child person** to whom the employee stands in *loco parentis*; ~~as long as the child is under 18 years of age or an adult dependent child.~~ **For purposes of CFRA leave, child also includes a child of a registered domestic partner.** (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

Eligible employee, for FMLA and CFRA purposes, means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district ~~during the previous 12-month period~~ **during the 12 months immediately preceding the leave.** However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

***Eligible family member* means an employee's child, parent, or spouse. For purposes of leave to care for a family member with a serious health condition pursuant to CFRA, eligible family member includes an employee's child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling. (Government Code 12945.2; 2 CCR 11087; 29 USC 2612)**

Employee disabled by pregnancy means an employee whose health care provider states that the employee is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion
2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in *loco parentis* to the employee when the employee was a child. *Parent* does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

Note: For purposes of CFRA leave, Government Code 12945.2, as amended by SB 1383, includes an employee's grandparent, grandchild, sibling, and registered domestic partner with a serious health condition as one for whom an employee may take family care and medical leave.
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FAMILY CARE AND MEDICAL LEAVE (continued)

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or **an eligible family member of the employee** ~~his/her child, parent, or spouse,~~ that involves either **of the following inpatient care or continuing treatment, including treatment for substance abuse, as follows:** (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611, **2612**; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity

A person is considered an inpatient when **formally admitted to** a health care facility ~~formally admits him/her to the facility~~ with the expectation **of that he/she will remain** overnight and occupying a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
 - a. A period of incapacity of more than three consecutive full days
 - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
 - c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
 - d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
 - e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage ~~or~~. **For purposes of CFRA leave, spouse also includes** a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

FAMILY CARE AND MEDICAL LEAVE (continued)

Eligibility

Note: Pursuant to Government Code 12945.2 and 29 USC 2611-2612, **require** a district **is required** to grant family care and medical leave to an eligible employee for any of the reasons stated below. These requirements **generally** apply to **all public agencies regardless of the number of employees.** ~~circumstances where the district employs 50 or more employees within 75 miles of the worksite where the employee requesting the leave is employed.~~

Government Code 12945.6, as added by SB 63 (Ch. 686, Statutes of 2017), extends the right to parental leave to an eligible employee who is not covered by FMLA or CFRA when the district employs 20-49 employees within 75 miles of the worksite where the employee requesting the leave is employed.

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2, ~~12945.6~~; 29 USC 2612; 29 CFR 825.112, **825.126, 825.127**)

1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (parental leave)
2. To care for ~~the employee's child, parent, or spouse~~ **the employee's eligible family member** with a serious health condition
3. The employee's own serious health condition that makes **the employee** ~~him/her~~ unable to perform one or more essential **job** functions of ~~his/her~~ **the** position

Note: Pursuant to 29 CFR 825.126, FMLA military family leave is available to any eligible employee for a qualifying exigency while the employee's spouse, ~~son, daughter~~ **child**, or parent who is a military member is on covered active duty during deployment to a foreign country. **Government Code 12945.2, as amended by SB 1383, provides exigency leave under CFRA for an employee whose registered domestic partner is on active duty.** For requirements related to qualifying exigency leave, see the section "Military Family Leave Resulting from Qualifying Exigencies" below.

4. Any qualifying exigency arising out of the fact that the employee's spouse, child, ~~or~~ parent, **or, for CFRA leave only, a registered domestic partner**, is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)

Note: Pursuant to 29 CFR 825.127, military caregiver leave is available to any eligible employee who is a family member of a covered servicemember with a serious injury or illness. For requirements related to military caregiver leave, see the section on "Military Caregiver Leave" below.

5. To care for a covered servicemember with a serious injury or illness if the covered servicemember is the employee's spouse, child, parent, or next of kin, as defined

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FAMILY CARE AND MEDICAL LEAVE (continued)

Note: Under federal law, pregnancy as a "serious health condition" is covered as part of FMLA leave. However, disability due to pregnancy is explicitly excluded from coverage under CFRA (2 CCR 11093). Instead, pursuant to Government Code 12926 and 12945, any California employee who is "disabled because of pregnancy, childbirth, or related medical conditions" is entitled to unpaid PDL of up to four months if the employer has five or more employees. Therefore, such an employee is entitled to up to four months of PDL and an additional 12 weeks of CFRA leave following the birth of the child.

Additionally, pursuant to 2 CCR 11037, PDL is not subject to eligibility requirements for other FMLA and CFRA leaves, such as minimum hours worked or length of service.

In addition, the district shall grant PDL to any employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

Note: Leaves common to CFRA and FMLA run concurrently so that total leave to which an employee is entitled would be 12 work weeks. **However, when they do not run concurrently, an employee may be eligible for up to 12 work weeks under both CFRA and FMLA, for a total of 24 work weeks.**

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. **In circumstances where the leaves do not run concurrently under the law, the employee may take up to 12 work weeks for both CFRA and FMLA, for a total of 24 work weeks.** (Government Code 12945.2; 29 USC 2612)

This 12-month period shall be measured forward from the date the employee's first family care and medical leave begins. (29 CFR 825.200)

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4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

Note: 2 CCR 11042 clarifies that the four months of PDL to which an employee is entitled means the number of days or hours that the employee would normally work within the four calendar months. **For employees who work 40 hours per week, PDL leave is defined as 17-1/3 weeks, 122 days, or 693 hours.**

In addition, any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

Note: While leaves common to CFRA and FMLA run concurrently, PDL is separate and distinct from CFRA leave. Consequently, pursuant to 2 CCR 11046, an employee who is "disabled by pregnancy" may be entitled to up to four months of PDL, followed by 12 work weeks of CFRA leave for the birth of the child (baby bonding). Determining which leaves run concurrently is a complex endeavor and districts should consult legal counsel as needed.

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

Note: **Government Code 12945.6, which limited the amount of leave related to the birth or placement of a child to a combined total of 12 work weeks when both parents work for the district, was repealed by SB 1383, thereby allowing both parents to take up to 12 work weeks of leave for this purpose. Although 29 USC 2612 allows the district to limit the aggregate number of work weeks of leave to which two parents may be entitled when both parents work for the district, such leave is covered under both FMLA and CFRA and state law prevails since it provides greater rights to employees. The following optional paragraph is for use by districts that choose to limit family care and medical leave related to the birth or placement of a child to a total of 12 work weeks when both parents work for the district, as authorized by Government Code 12945.2 and 12945.6. However, pursuant to 2 CCR 11088, such limit on employees' entitlement to family care and medical leave for any other qualifying purpose is prohibited.**

If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of 12 work weeks.

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4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

Each eligible employee shall be granted up to 12 work weeks for family care and medical leave related to the birth or placement of a child, regardless of whether both parents of the child work for the district. This restriction shall apply regardless of the legal status of both parents' relationship. (Government Code 12945.2, 12945.6; 2 CCR 11088; 29 USC 2612)

Use/Substitution of Paid Leave

Note: The district may require employees (Option 1) or employees may elect (Option 2) to use paid leave during an otherwise unpaid portion of CFRA or FMLA leave **or PDL**. Pursuant to 2 CCR 11044 and 11092, the district may only require an employee to use sick leave if the leave is for the employee's own serious health condition or for PDL, unless mutually agreed to by the district and the employee. ~~The district and employee may also negotiate for the employee's use of any paid or unpaid time off instead of using the employee's CFRA leave.~~

An employee shall use his/her accrued vacation leave, other accrued time off, and any other paid time off negotiated with the district for any otherwise unpaid FMLA or CFRA leave not involving his/her own serious health condition. For PDL, CFRA, or FMLA leave due to an employee's own serious health condition, the employee shall use accrued sick leave and may use accrued vacation leave and other paid time off at his/her option. During any otherwise unpaid period of FMLA or CFRA leave, except leave for an employee's own serious health condition, an employee shall use accrued paid leave, including, but not limited to, vacation leave, personal leave, or family leave. If the leave is for the employee's own serious health condition, the employee shall use accrued paid leave, including but not limited to, vacation leave, personal leave, or sick leave. During an unpaid period of PDL, the employee shall use any accrued sick leave and may elect to use any vacation time or other accrued personal time off. (Government Code 12945, 12945.2, 12945.6; 2 CCR 11044, 11092; 29 USC 2612)

Note: The following paragraph is for use with either option above.

The district and employee may also **negotiate for the employee's come to agreement regarding the** use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

FAMILY CARE AND MEDICAL LEAVE (continued)

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4161/4261/4361 - Leaves)
(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4261.1 - Personal Illness/Injury Leave)

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or **his/her child, parent, or spouse eligible family member** may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. **(Government Code 12945.2;** 2 CCR 11042, 11090; 29 USC 2612)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Note: Pursuant to 2 CCR 11090, the minimum duration of CFRA parental leave for the birth, adoption, or foster care placement of a child is generally two weeks. However, the district must grant a request for CFRA leave of less than two weeks duration on any two occasions and may grant additional requests.

The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position under any of the following circumstances: (2 CCR 11041, 11090; 29 USC 2612)

1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member.

Note: Pursuant to 2 CCR 11041, the district must accommodate the transfer request of a pregnant employee to the same extent that it accommodates transfer requests for other temporarily disabled employees.
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2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule.
3. The district agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child.

FAMILY CARE AND MEDICAL LEAVE (continued)

The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

Request for Leave

Note: Pursuant to 2 CCR 11050 and 11091, an employee is required to notify the district of the need to take PDL or family care and medical leave. The employee must provide at least verbal notice sufficient to make the district aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave. However, the employee does not need to assert rights under CFRA or FMLA or even mention CFRA or FMLA to meet the notice requirement, but must state the reason the leave is needed. If there is a question about whether leave is FMLA/CFRA qualifying or if the district is considering denying CFRA leave based on an employee's refusal to provide further information, legal counsel should be consulted.

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, **the employee he/she** must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

Note: Both 29 CFR 825.300 and 2 CCR 11091 require the district to provide an employee with notice of the designation of leave as either qualifying for CFRA or FMLA protection. See section entitled "Notifications" below for further requirements of this "designation notice" as well as other required notifications.

Pursuant to 2 CCR 11091, an employee has the obligation to respond to questions designed to determine whether an absence is potentially CFRA qualifying. If the district is unable to determine whether requested leave is CFRA qualifying because of employee's refusal to respond to its inquiries, the employee may be denied CFRA protection.

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of

FAMILY CARE AND MEDICAL LEAVE (continued)

such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

Note: Pursuant to 2 CCR 11091, the district may require an employee to provide at least 30 days advance notice of the need for family care and medical leave, if the need is foreseeable. If the district requires such advance notice from employees, then the district's notification of FMLA/CFRA rights must so specify; see section below entitled "Notifications."

Pursuant to 2 CCR 11050, an employee requesting PDL is required to provide the district at least 30 days advance notice if the need for PDL is foreseeable.

When an employee is able to foresee the need for PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days' notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

Certification of Health Condition

Note: The following **optional** section is for use by districts that require an employee to submit a medical certification of the need for ~~leave along with the request for PDL or~~ family care and medical leave for ~~his/her~~ **an employee's own serious health condition or to care for a-the employee's eligible family member child, parent, or spouse with a serious health condition.** In order to help avoid claims of discrimination, the district should generally treat all **such** employees uniformly; thus, districts using this section should request a medical certification from all **such** employees.

Districts requiring written medical certification from employees ~~who request reasonable accommodation, transfer, or disability leave because of pregnancy~~ may develop their own form, utilize one provided by the employee's health care provider, or use the form provided in 2 CCR ~~11050 or 11097, as applicable.~~

Within five business days of an employee's request for family care and medical leave for ~~his/her own or his/her child's, parent's, or spouse's~~ **the** serious health condition **of the employee or an eligible family member**, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon

FAMILY CARE AND MEDICAL LEAVE (continued)

receiving the district's request, the employee shall provide the certification within 15 **calendar** days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR **11087**, 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition

Note: Item #3 below addresses an eligible employee's request for leave to care for ~~his/her child, parent, or spouse~~ **an eligible family member**. In such a case, 2 CCR 11087 provides that the health care provider's certification need not identify the serious health condition involved. **The U.S. Department of Labor (DOL) provides a form, Certification of Health Care Provider for Family Member's Serious Health Condition under the Family and Medical Leave Act, that districts may use for this purpose to avoid unauthorized disclosure of the serious health condition.**

3. If the employee is requesting leave to care for ~~a child, parent, or spouse~~ **an eligible family member** with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of ~~the child, parent, or spouse~~ **the eligible family member** during a period of the treatment or supervision
 - b. Estimated amount of time the health care provider believes the employee needs to care for the ~~child, parent, or spouse~~ **eligible family member**
4. If the employee is requesting leave because of ~~the employee's~~ **the employee's** ~~his/her~~ own serious health condition, a statement that due to the serious health condition, ~~the employee~~ **the employee** ~~he/she~~ is unable to work at all or is unable to perform one or more essential **job** functions ~~of the position~~ **of the position** ~~of his/her job~~
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

FAMILY CARE AND MEDICAL LEAVE (continued)

Note: Government Code 12940 and other provisions of the California Genetic Information Nondiscrimination Act of 2011 prohibit an employer from requesting or requiring genetic information of employees or family members of employees unless specifically authorized by law making a non-job related inquiry into an employee's genetic information. A district which believes that an employee's leave may require obtaining this information should consult with legal counsel.

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011. **(Government Code 12940)**

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee ~~doubts~~ **has a good faith objective reason to doubt** the validity of a certification that accompanies a request for leave for the employee's own serious health condition, **the Superintendent or designee he/she** may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

Certification for PDL

Note: The following **optional** section is for use by districts that require an employee to submit a medical certification of the need for leave along with the request for PDL. Districts requiring written medical certification from employees who request reasonable accommodation, transfer, or disability leave because of pregnancy may develop their own form, utilize one provided by the employee's health care provider, or use the form provided in 2 CCR 11050 or 11097, as applicable.

~~For PDL,~~ The Superintendent or designee shall request that **the an** employee **who is requesting PDL** provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The

FAMILY CARE AND MEDICAL LEAVE (continued)

Superintendent or designee may request certification at some later date if **the Superintendent or designee he/she** has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days' notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 **calendar** days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

~~Note: Government Code 12940 and other provisions of the California Genetic Information Nondiscrimination Act of 2011 prohibit employers from requesting or requiring genetic information of employees or family members of employees unless specifically authorized by law. A district which believes that an employee's leave may require obtaining this information should consult with legal counsel.~~

~~The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011.~~

Release to Return to Work

Note: The following **optional** section is for use by districts that choose to require a return-to-work certification and may be modified to list the specific positions for which certification is required. Pursuant to 2 CCR 11091, the district may require an employee to submit a return-to-work certification from **the employee's his/her** health provider, stating that **the employee he/she** is able to return to work. However, this requirement may only be made if the district has a uniformly applied practice of requiring such releases when employees return to work after illness, injury, or disability, **the any** fitness-for-duty examination is job related and consistent with business necessity, and the practice is not forbidden by its collective bargaining agreement. 2 CCR 11050 has similar requirements when an employee is returning to work after PDL.

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FAMILY CARE AND MEDICAL LEAVE (continued)

Pursuant to 29 CFR 825.312, when the health care provider certifies that the employee is able to resume work, the district may also require the health care provider to address the employee's ability to perform the essential functions of the job. If such a requirement is imposed, then the district must provide the employee with a list of the **employee's** essential **job** functions **of his/her job** with the "designation notice"; see section entitled "Notifications" below.

Upon expiration of an employee's PDL or family care and medical leave taken for **the employee's** **his/her** own serious health condition, the employee shall present certification from the health care provider **of the employee's ability that he/she able** to resume work. The certification shall address the employee's ability to perform the essential **job** functions of **his/her job the position**.

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

Rights to Reinstatement

Note: Pursuant to Government Code 12945.2, 2 CCR 11043 and 11089, and 29 USC 2614, an employee on PDL or family care and medical leave has the right to be reinstated to the same or a comparable position **upon when he/she** returns from such leave. However, such an employee has no greater right to reinstatement or other benefits than **the employee** he/she would have if ~~he/she had been continuously employed~~ **employment had been continuous**. In addition, in certain situations described below, the district may be relieved of the obligation to reinstate an employee. **As amended by SB 1383, Government Code 12945.2 eliminates the district's authority to deny reinstatement of a "key employee" in certain situations.**

~~The process for determining whether an employee is a "key employee" to whom the guarantee of reinstatement would not apply requires a detailed analysis and specific notifications to the employee. Legal counsel should be consulted if the district intends to deny leave or reinstatement.~~

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

~~However, the district may refuse to reinstate an employee returning from FMLA or CFRA leave to the same or a comparable position if all of the following apply: (Government Code 12945.2; 2 CCR 11089; 29 USC 2614)~~

- ~~1. The employee is a salaried "key employee" who is among the highest paid 10 percent of district employees who are employed within 75 miles of the employee's worksite.~~
- ~~2. The refusal is necessary to prevent substantial and grievous economic injury to district operations.~~

FAMILY CARE AND MEDICAL LEAVE (continued)

3. ~~The district informs the employee of its intent to refuse reinstatement at the time it determines that the refusal is necessary, and the employee fails to immediately return to service.~~

(cf. 4117.3 - Personnel Reduction)

(cf. 4217.3 - Layoff/Rehire)

The district may ~~also~~ refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, ~~he/she~~ **the employee** shall maintain ~~his/her~~ **employee** status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

Note: Pursuant to 2 CCR 11044 and 11092, the time that the district maintains and pays for group health coverage during PDL shall not be used to meet its obligation to pay for 12 weeks of group health coverage during leave taken under CFRA, even where the district designates the PDL as FMLA or CFRA leave. The entitlements to employer-paid group health coverage during PDL and during CFRA are two separate and distinct entitlements.

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before ~~the employee~~ **he/she** took the leave. The employee shall reimburse the district for premiums paid during the leave if ~~the employee~~ **he/she** fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond ~~the employee's~~ **his/her** control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

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

FAMILY CARE AND MEDICAL LEAVE (continued)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion of the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

Note: The following **optional** section reflects 29 USC 2611 and 2612 which authorize an eligible employee to take up to 12 work weeks of unpaid FMLA leave to attend to an "exigency" arising out of the fact that the employee's spouse, child, or parent is on active duty or on call to active duty status in the National Guard or Reserves, or is a member of the regular Armed Forces on deployment to a foreign country. **Pursuant to Government Code 12945.2, as amended by SB 1383, an employee may take unpaid leave under CFRA to attend to an exigency involving the employee's registered domestic partner.**

Pursuant to 29 CFR 825.200, an employee is entitled to 12 work weeks of qualifying exigency leave during each 12-month period established by the district; see section entitled "Terms of Leave" above. According to ~~the U.S. Department of Labor's (DOL)~~ **DOL's** Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers, an employee may take all 12 weeks of ~~his/her~~ FMLA leave entitlement as a qualifying exigency leave or take a combination of the 12 weeks of leave for both qualifying exigency leave and other FMLA leave, such as leave for a serious health condition.

~~Because CFRA does not cover similar leave, CFRA leave is not exhausted when utilizing military family leave.~~

An eligible employee may take up to 12 work weeks of unpaid FMLA/**CFRA** leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while ~~his/her~~ **the employee's** child, parent, ~~or~~ spouse, **or, for purposes of CFRA leave, registered domestic partner**, who is a military member is on covered active duty or on call to covered active duty status. (**Government Code 12945.2**; 29 USC 2612; 29 CFR 825.126)

Covered active duty means, **for members of the Regular Armed forces**, duty during the deployment of a member of the regular Armed Forces to a foreign country ~~or~~ **and, for members of the Reserve components of the Armed forces**, duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. **Deployment to a foreign county includes deployment to international waters.** (29 USC 2611; 29 CFR 825.126)

FAMILY CARE AND MEDICAL LEAVE (continued)

Note: Pursuant to 29 CFR 825.126, a "qualifying exigency" may include "~~any~~ other events" agreed to by the district and the employee. As an example of such other event, DOL's Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers and the California Department of Human Resources' Questions and Answers - Military Family Leave - FMLA list leave to spend time with the military member either prior to or post deployment or to attend to household emergencies that would normally have been handled by the military member.

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 **calendar** days of leave per instance) with a military member who is on short-term, temporary, rest and recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

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FAMILY CARE AND MEDICAL LEAVE (continued)

Note: The district may require the employee to provide certification of the qualifying exigency containing the information specified in 29 CFR 825.309. A form has been developed by DOL for this purpose and is available on its web site.

The following paragraph is **optional** and should be deleted by those districts that do not require such documentation. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request certification from all employees requesting such leave.

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

Note: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to use paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in the section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with regards to FMLA/CFRA leave is also applicable to qualified exigency leave.

During the period of qualified exigency leave, the district's rule regarding an employee's use of **his/her** accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

Note: 29 USC 2612 and 29 CFR 825.127 authorize an eligible employee to take up to 26 work weeks of unpaid military caregiver leave, as defined below, during a single 12-month period. ~~As is the case with other FMLA leaves, only districts that employ at least 50 employees within 75 miles of the worksite where the employee requesting the leave is employed are required to grant the military caregiver leave; see the section entitled "Eligibility" above.~~ According to DOL's Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers, if an employee does not use the entire 26-week entitlement in a single 12-month period, unused weeks cannot be carried over into another 12-month period. However, the employee may qualify for nonmilitary FMLA leave.

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, **son, daughter child**, parent, or

FAMILY CARE AND MEDICAL LEAVE (continued)

next of kin of the covered servicemember. This 26-week period is not in addition to, but rather is inclusive of, the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Note: Unlike the provisions for other FMLA/CFRA leave, 29 CFR 825.127 places no age limit on the definition of "~~son or daughter~~ **child**," as detailed below. In addition, 29 CFR 825.127 defines "next of kin" of a covered servicemember in relation to military caregiver leave.

~~Son or daughter~~ **Child** of a covered servicemember means the **covered servicemember's** biological, adopted, or foster child, stepchild, legal ward, or **a child of any age** for whom the covered servicemember stood in *loco parentis*, **and who is of any age**. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in *loco parentis* to the covered servicemember (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, **other than the spouse, parent, son, or daughter or child, unless** or as designated in writing by the covered servicemember. (29 USC 2611, 2612; **29 CFR 825.127**)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Note: 29 USC 2611 defines "serious injury or illness" for active members of the Armed Forces and for *veterans*, as provided below. Pursuant to 29 CFR 825.127, one of the four conditions listed in item #2 below must be present for a veteran's injury or illness to qualify as a "serious injury or illness" for the purpose of this leave.

FAMILY CARE AND MEDICAL LEAVE (continued)

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
 - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered **the servicemember** ~~him/her~~ unable to perform the duties of **the servicemember's** ~~his/her~~ office, grade, rank, or rating
 - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition
 - c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to **the servicemember's** ~~his/her~~ military service or that would do so but for treatment received by the veteran
 - d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

Note: As is the case for other types of FMLA/CFRA leave, 29 CFR 825.302 ~~and 825.303~~ requires the employee, when the need for the leave is foreseeable, to provide 30 days advance notice to the district before the leave is to begin.

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

Note: 29 CFR 825.310 authorizes the district to require employees to provide certification of the need for the leave, which is to be completed by an authorized health care provider of the covered servicemember.

FAMILY CARE AND MEDICAL LEAVE (continued)

The following paragraph is **optional**. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request a medical certification from all employees requesting such leave.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

Note: Pursuant to 29 CFR 825.127, an employee may take up to a total of 26 work weeks of leave for both regular FMLA and military caregiver leave during the 12-month leave entitlement period. However, the employee may not take more than 12 weeks for regular FMLA leave. For example, according to DOL's Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers, an employee could take 12 weeks of FMLA leave to care for a newborn child and 14 weeks of military caregiver leave, but could not take 16 weeks to care for a newborn and 10 weeks of military caregiver leave. If the leave qualifies as both military caregiver leave and leave to care for a family member with a serious health condition, 29 CFR 825.127 specifies that the district must first designate the leave as military caregiver leave.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other **family care and medical** leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

Note: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to substitute paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with regard to FMLA/CFRA leave is also applicable to military caregiver leave.

During the period of military caregiver leave, the district's rule regarding an employee's use of **his/her** accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Notifications

Note: Both 29 CFR 825.300 and 2 CCR 11095 require employers to provide general notification to employees of their rights under the FMLA/CFRA as well as specific notifications when an employee has requested leave, as detailed below. 2 CCR 11049 contains similar notice requirements for PDL purposes. Samples of notices which describe an employee's rights are available on the web sites of the California Department of Fair Employment and Housing and the DOL.

FAMILY CARE AND MEDICAL LEAVE (continued)

Pursuant to 2 CCR 11095, the district must translate the notice into every language that is spoken by at least 10 percent of the district's employees at any facility.

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. **General Notice:** Information explaining the provisions of the FEHA/PDL and FMLA/CFRA and employee rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)

Note: Pursuant to 2 CCR 11050 and 11091, a district may require an employee, when the need for the leave is foreseeable, to provide at least 30 days advance notice before the leave is to begin; see the section entitled "Request for Leave" above. 2 CCR 11049 and 11091 specify that districts requiring such notice from employees must give them "reasonable advance notice" of their obligation and that incorporation of the requirement into the general notice satisfies the "advance notice" requirement.

The following **optional** paragraph is for use by districts that require employees to provide advance notice.

The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days' notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11049, 11050, 11091)

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

2. **Eligibility Notice:** When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of his/her eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)
3. **Rights and Responsibilities Notice:** Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)
 - a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying

FAMILY CARE AND MEDICAL LEAVE (continued)

Note: Item #3b below is for use by districts that require medical certification to the effect that the employee is able to resume work. See the section entitled "Release to Return to Work" above.

- b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
- c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave
- d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
- ~~e. The employee's status as a "key employee" if applicable, potential consequence that restoration may be denied following the FMLA leave, and explanation of the conditions required for such denial~~
- f.e.** The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
- g.f.** The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of his/her receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

- 4. **Designation Notice:** When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

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FAMILY CARE AND MEDICAL LEAVE (continued)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

Note: 29 CFR 825.300 requires the designation notice to specify whether the district requires paid leave to be used during an otherwise unpaid family care and medical leave, whether the district requires an employee to present release to return to work certification, and whether that certification must address the employee's ability to perform the essential functions of the job. See the sections entitled "Use/Substitution of Paid Leave" and "Release to Return to Work" above. The following paragraph should be revised to reflect district practice.

If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

Note: Government Code 12946, 29 USC 2616, and 29 CFR 825.500 require districts to maintain records of, among other things, applications, dates, and personnel and employment action related to family care and medical leave. Pursuant to 42 USC 2000ff-1, any individually identifiable genetic information possessed by the district must be treated as a confidential medical record of the employee involved.

The Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

Legal Reference: (see next page)

FAMILY CARE AND MEDICAL LEAVE (continued)

Legal Reference:

EDUCATION CODE

44965 Granting of leaves of absence for pregnancy and childbirth

FAMILY CODE

297-297.5 Rights, protections, and benefits under law; registered domestic partners

300 Validity of marriage

GOVERNMENT CODE

12926 Fair employment and housing act, definitions

12940 Unlawful employment practices

12945 Pregnancy; childbirth or related medical condition; unlawful practice

12945.1-12945.2 California Family Rights Act

~~12945.6 Parental leave~~

12946 Fair Employment and Housing Act: discrimination prohibited

UNEMPLOYMENT INSURANCE CODE

~~3300-3308 Paid family leave~~

CODE OF REGULATIONS, TITLE 2

11035-11051 Sex discrimination: pregnancy, childbirth and related medical conditions

11087-11097~~8~~ California Family Rights Act

UNITED STATES CODE, TITLE 1

7 Definition of marriage **and spouse**

UNITED STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act of 1993, as amended

UNITED STATES CODE, TITLE 42

2000ff-1-2000ff-11 Genetic Information Nondiscrimination Act of 2008

CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.702 Family and Medical Leave Act of 1993

COURT DECISIONS

United States v. Windsor, (201~~23~~) 699 F.3d 169

Faust v. California Portland Cement Company, (2007) 150 Cal.App.4th 864

Tellis v. Alaska Airlines, (9th Cir., 2005) 414 F.3d 1045

Management Resources:

U.S. DEPARTMENT OF LABOR PUBLICATIONS

Certification of Health Care Provider for Family Member's Serious Health Condition under the Family and Medical Leave Act, Form WH-380-F

~~Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers~~

CALIFORNIA DEPARTMENT OF HUMAN RESOURCES PUBLICATIONS

Questions and Answers - Military Family Leave - FMLA

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

California Department of Human Resources: <https://www.calhr.ca.gov>

U.S. Department of Labor, FMLA: <http://www.dol.gov/whd/fmla>

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CSBA Sample Board Policy

Instruction

BP 6142.8(a)

COMPREHENSIVE HEALTH EDUCATION

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

The Governing Board believes that health education should foster the knowledge, skills, and attitudes that students need in order to lead healthy lives and avoid high-risk behaviors, **and that creating a safe, supportive, inclusive, and nonjudgmental environment is crucial in promoting healthy development for all students.** The district's health education program shall be part of a coordinated school health system which supports the **physical, mental, and social** well-being of students and is linked to district and community services and resources.

(cf. 0415 - Equity)

(cf. 3513.3 - Tobacco-Free Schools)

(cf. 3514 - Environmental Safety)

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

(cf. 3554 - Other Food Sales)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.62 - Tobacco)

(cf. 5131.63 - Steroids)

(cf. 5137 - Positive School Climate)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.23 - Asthma Management)

(cf. 5141.3 - Health Examinations)

(cf. 5141.32 - Health Screening for School Entry)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5141.5 - Mental Health)

(cf. 5141.52 - Suicide Prevention)

(cf. 5141.6 - School Health Services)

(cf. 5141.7 - Sun Safety)

(cf. 5142 - Safety)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6164.2 - Guidance/Counseling Services)

Note: **The federal Child Nutrition and Women, Infants and Children (WIC) Reauthorization Act of 2004 (42 USC 1758b) requires each district participating in the National School Lunch program (42 USC 1751-1769j) or any program in the Child Nutrition Act of 1966, including the School Breakfast Program (42 USC 1771-1791-1793), including the School Breakfast Program, to adopt a districtwide school wellness policy which includes goals for nutrition promotion and education, education and physical activity, and other school-based activities that promote student wellness education.** See BP 5030 - Student Wellness for language fulfilling this mandate.

Goals for the district's health education program shall be designed to promote student wellness and shall include, but not be limited to, goals for nutrition **promotion and education, and physical activity, and other school-based activities that promote student well-being.**

COMPREHENSIVE HEALTH EDUCATION (continued)*(cf. 0200 - Goals for the School District)**(cf. 5030 - Student Wellness)**(cf. 6142.7 - Physical Education and Activity)*

Note: The following **optional** paragraph should be revised as necessary to reflect grade levels offered by the district. Education Code 51210 requires that the adopted course of study for grades 1-6 include instruction in health, including instruction in the principles and practices of individual, family, and community health. Education Code 51202 requires that certain health-related topics be addressed at the appropriate elementary and secondary grade levels and in appropriate subject areas, as determined by the district.

Education Code 51934 requires that **students be districts** provided **comprehensive sexual health education and HIV/AIDS** prevention instruction, at least once in middle school or junior high school and at least once in high school, **by instructors trained in the appropriate courses. Education Code 51934 also authorizes, but does not require, districts to provide age-appropriate comprehensive sexual health education prior to grade 7 on any of the topics specified in Education Code 51934.** See AR 6143 - Courses of Study and BP/AR 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction.

Additionally, Education Code 51900.6 authorizes districts to provide age-appropriate instruction in grades K-12 in sexual abuse and sexual assault awareness and prevention pursuant to content standards developed by the State Board of Education (SBE), provided that students are allowed to be excused from such instruction upon the written request of their parents/guardians. SBE has not yet adopted content standards regarding sexual abuse and sexual assault awareness and prevention. Also see BP 5141.4 - Child Abuse Prevention and Reporting.

The Health Education Framework for California Public Schools, Kindergarten through Grade Twelve provides nonprescriptive instructional guidance and support to California teachers, administrators, curriculum specialists, other educators, and school boards for implementation of the voluntary health education standards, which include the following six content areas: nutrition and physical activity; growth, development, and sexual health; injury prevention and safety; alcohol, tobacco, and other drugs; mental, emotional, and social health; and personal and community health.

In March 2008, the State Board of Education adopted voluntary content standards for health education as required by Education Code 51210.8; see the accompanying administrative regulation. The state's Health Framework for California Public Schools, provides nonprescriptive guidance on the scope and sequence of the health curriculum.

The district shall provide a planned, sequential, research-based, and developmentally appropriate health education curriculum for students in grades K-12 which is aligned with the state's content standards and curriculum framework **and integrated with other content areas of the district's curriculum.** The Superintendent or designee shall determine the grade levels and subject areas in which health-related topics will be addressed, in accordance with law, Board policy, and administrative regulation.

*(cf. 6011 - Academic Standards)**(cf. 6141 - Curriculum Development and Evaluation)**(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)**(cf. 6143 - Courses of Study)*

COMPREHENSIVE HEALTH EDUCATION (continued)

Note: The following **optional** paragraph may be revised to reflect district practice. Education Code 51890 defines a "comprehensive health education program" as one that includes community participation in the **teaching of health, including classroom participation by practicing professional health and safety personnel in the community.** Education Code 51891 defines "community participation" as **active including participation in the planning, implementation, and evaluation of comprehensive health education** by parents/guardians, practicing health care and public safety personnel, and public and private health care and service agencies **in the planning, implementation, and evaluation of the program.**

As appropriate, the Superintendent or designee shall involve school administrators, teachers, school nurses, health professionals representing various fields of health care, parents/guardians, community-based organizations, and other community members in the development, implementation, and evaluation of the district's health education program. Health and safety professionals may be invited to provide related instruction in the classroom, school assemblies, and other instructional settings.

(cf. 1220 - Citizen Advisory Committees)

(cf. 1240 - Volunteer Assistance)

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

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

(cf. 6020 - Parent Involvement)

(cf. 6145.8 - Assemblies and Special Events)

(cf. 6162.8 - Research)

The Superintendent or designee shall provide professional development as needed to ensure that health education teachers are knowledgeable about academic content standards, **the state curriculum framework,** and effective instructional methodologies.

(cf. 4131 - Staff Development)

Note: The following **optional** paragraph should be revised to reflect indicators agreed upon by the Governing Board and Superintendent for evaluating the district's health education program.

The Superintendent or designee shall provide periodic reports to the Board regarding the implementation and effectiveness of the district's health education program, which may include, but not be limited to, a description of the district's program and the extent to which it is aligned with the state's content standards and curriculum framework, the amount of time allotted for health instruction at each grade level, **and student achievement of district standards for health education, and the manner in which the district's health education program supports the physical, mental, and social well-being of students.**

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference: (see next page)

COMPREHENSIVE HEALTH EDUCATION (continued)*Legal Reference:*EDUCATION CODE

8850.5 Family relationships and parenting education

35183.5 Sun protection

49413 First aid **and cardiopulmonary resuscitation** training

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

49490-49494 School breakfast and lunch programs

49500-49505 School meals

51202 Instruction in personal and public health and safety

51203 Instruction on alcohol, narcotics and dangerous drugs

51210 Areas of study; **grades 1-6**

51210.8 State content standards for health education

51220.5 Parenting skills; areas of instruction

51225.36 Sexual harassment and violence instruction; affirmative consent standard**51225.6 Compression-only cardiopulmonary resuscitation instruction**

51260-51269 Drug education

51513 Personal beliefs; **exams, questionnaires, and surveys**

51880-51881.5 Health education, legislative findings and intent

51890-51891 Comprehensive health education programs **and community participation; definitions****51900.6 Sexual abuse and sexual assault awareness and prevention**

51913 District health education plan

51920 Inservice training, health education

51930-51939 **California Healthy Youth Act**; Comprehensive sexual health and HIV/AIDS prevention education**67386 Affirmative consent; definition**CALIFORNIA CODE OF REGULATIONS, TITLE 5

11800-11801 District health education plan

UNITED STATES CODE, TITLE 421751-1769j National School Lunch Program, **especially:**

1758b Local wellness policy

1771-1793 Child nutrition programs, including National School Breakfast Program

*Management Resources:*CSBA PUBLICATIONS**Why Schools Hold the Promise for Adolescent Mental Health, Governance Brief, May 2019****The Impact of Marijuana Legalization on K-12: The Effect of Marijuana on the Brain, November 2018****Preventing Catastrophic Health Illness, Governance Brief, July 2018****Integrating Physical Activity into the School Day, April 2016****Promoting Healthy Relationships for Adolescents: Board Policy Considerations, August 2014**Asthma Management in the Schools, Policy Brief, March 2008**Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies Student Wellness Policy Implementation Monitoring Report and Guide, 2007-2012**Physical Education and California Schools, Policy Brief, rev. October 2007Promoting Oral Health for California's Students: New Roles, New Opportunities for Schools, Policy Brief, March 2007 November 2008**Asthma Management in the Schools, Policy Brief, March 2008***Management Resources continued: (see next page)*

COMPREHENSIVE HEALTH EDUCATION (continued)

Management Resources: (continued)

CSBA PUBLICATIONS (continued)

Sun Safety in Schools, Policy Brief, July 2006

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006

AMERICAN ASSOCIATION FOR HEALTH EDUCATION PUBLICATIONS

National Health Education Standards: Achieving Excellence, 2007-rev. November 2012

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008

Health Education Framework for California Public Schools: Kindergarten Through Grade Twelve, 2003 2019

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008

HUMAN RIGHTS CAMPAIGN FOUNDATION PUBLICATIONS

California LGBTQ Youth Report, January 2019

WEB SITES

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

American Association for Health Education: <http://www.aahperd.org>

American School Health Association: <http://www.ashaweb.org>

California Association of School Health Educators: <http://www.cashe.org>

California Department of Education, Health Education: <http://www.cde.ca.gov/ci/he>

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

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Subject Matter Project, Physical Education-Health Project: <https://csmp.online>
<http://csmp.ucop.edu/epchp>

Center for Injury Prevention Policy and Practice: <http://www.cipp.org>

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

Human Rights Campaign Foundation: <https://www.hrc.org/>

National Center for Health Education: <http://www.nche.org>

National Hearing Conservation Association: <http://www.hearingconservation.org>

Shape American Association for Society of Health and Physical Education: <http://www.aahperd.org> <https://www.shapeamerica.org>

CSBA Sample Administrative Regulation

Instruction

AR 6142.8(a)

COMPREHENSIVE HEALTH EDUCATION

Content of Instruction

Note: Items #1-6 below reflect six content areas delineated in the voluntary content standards for health education adopted by the State Board of Education (SBE) in March 2008. The district may revise the following list to reflect the topics to be addressed in the district's program.

The district's health education program shall include instruction at the appropriate grade levels in the following content areas:

1. Alcohol, tobacco, and other drugs

(cf. 3513.3 - Tobacco-Free Schools)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.62 - Tobacco)

(cf. 5131.63 - Steroids)

Note: Education Code 51934 requires that districts provide comprehensive sexual health education and HIV prevention instruction, at least once in middle school or junior high school and at least once in high school, by instructors trained in the appropriate courses. Education Code 51934 also authorizes, but does not require, districts to provide age-appropriate comprehensive sexual health education prior to grade 7 on any of the topics specified in Education Code 51934. See AR 6143 - Courses of Study and BP/AR 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction.

Education Code 51900.6 authorizes districts to provide age-appropriate instruction in grades K-12 in sexual abuse and sexual assault awareness and prevention pursuant to content standards developed by SBE, provided that students are allowed to be excused from such instruction upon the written request of their parents/guardians. SBE has not yet adopted content standards regarding sexual abuse and sexual assault awareness and prevention. Also see BP 5141.4 - Child Abuse Prevention and Reporting.

2. Human growth, development, and sexual health

*(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention **Instruction Education**)*

Note: The **optional** paragraph under item #3 below includes examples of topics that are addressed in the state content standards within the content area of injury prevention and safety. **In addition, pursuant to Education Code 51940, districts may, on a voluntary basis, use curricula distributed by the California Healthy Kids Resource Center that focuses on prevention of brain and spinal cord injuries.**

3. Injury prevention and safety

COMPREHENSIVE HEALTH EDUCATION (continued)

Instruction related to injury prevention and safety may include, but is not limited to, first aid, protective equipment such as helmets, **prevention of brain and spinal cord injuries**, violence prevention, topics related to bullying and harassment, **emergency procedures**, and Internet safety.

- (cf. 0450 - Comprehensive Safety Plan)
 (cf. 3516 - Emergencies and Disaster Preparedness Plan)
 (cf. 3543 - Transportation Safety and Emergencies)
 (cf. 5131 - Conduct)
 (cf. 5138 - Conflict Resolution/Peer Mediation)
 (cf. 5141 - Health Care and Emergencies)
 (cf. 5142 - Safety)
 (cf. 5145.3 - Nondiscrimination/Harassment)
 (cf. 5145.7 - Sexual Harassment)
 (cf. 5145.9 - Hate-Motivated Behavior)
 (cf. 6145.2 - Athletic Competition)
 (cf. 6163.4 - Student Use of Technology)

4. Mental, emotional, and social health

- (cf. 5137 - Positive School Climate)
 (cf. 5141.5 - Mental Health)
 (cf. 5141.52 - Suicide Prevention)

5. Nutrition and physical activity

- (cf. 3550 - Food Service/Child Nutrition Program)
 (cf. 5030 - Student Wellness)
 (cf. 6142.7 - Physical Education and Activity)

Note: The **optional** paragraph under item #6 below includes examples of topics that are addressed in the state content standards within the content area of personal and community health.

6. Personal and community health

Instruction in personal and community health may include, but is not limited to, oral health, personal hygiene, sun safety, **vision and** hearing protection, transmission of germs and communicable diseases, symptoms of common health problems and chronic diseases **such as asthma and diabetes, emergency procedures**, and the effect of behavior on the environment.

- ~~(cf. 3516 - Emergencies and Disaster Preparedness Plan)~~
~~(cf. 5141 - Health Care and Emergencies)~~
 (cf. 5141.21 - Administering Medication and Monitoring Health Conditions)
 (cf. 5141.22 - Infectious Diseases)
 (cf. 5141.23 - Asthma Management)
 (cf. 5141.7 - Sun Safety)

COMPREHENSIVE HEALTH EDUCATION (continued)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6142.5 - Environmental Education)

Note: Items #1-6 below combine eight "overarching standards" described in the state content standards as essential concepts and skills to be taught to students.

Within each of the above content areas, instruction shall be designed to assist students in developing:

1. An understanding of essential concepts related to enhancing health
2. The ability to analyze internal and external influences that affect health
3. The ability to access and analyze health information, products, and services

(cf. 5141.6 - School Health Services)

4. The ability to use interpersonal communication skills, decision-making skills, and goal-setting skills to enhance health
5. The ability to practice behaviors that reduce risk and promote health
6. The ability to promote and support personal, family, and community health

High School Health Education

Note: The following section is for use by districts that serve students in grades 9-12 and require a course in health education as a requirement for graduation from high school. Pursuant to Education Code 51225.36, districts that require a course in health education for graduation from high school must include instruction in sexual harassment and violence, including, but not limited to, the affirmative consent standard as defined in Education Code 67386. In addition, pursuant to Education Code 51225.6, districts that require a course in health education for graduation from high school must include instruction in performing compression-only cardiopulmonary resuscitation, as specified.

Whenever the Board requires a course in health education for graduation from high school, the district's high school health education course(s) shall include instruction in:

1. Sexual harassment and violence, including, but not limited to, the affirmative consent standard as defined in Education Code 67386. When delivering such instruction, teachers shall consult information related to sexual harassment and violence in the Health Education Framework for California Public Schools. (Education Code 51225.36)

COMPREHENSIVE HEALTH EDUCATION (continued)

- 2. Compression-only cardiopulmonary resuscitation (CPR), which is based on national evidence-based emergency cardiovascular care guidelines for the performance of compression-only CPR and includes instruction relative to the psychomotor skills necessary to perform compression-only CPR. (Education Code 51225.6)**

(cf. 6146.1 - High School Graduation Requirements)

Exemption Students Excused from Health Instruction

Upon written request from a parent/guardian, a student shall be excused from any part of health instruction that conflicts with ~~his/her~~ **the student's** religious training and beliefs, including personal moral convictions. (Education Code 51240)

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

Note: Pursuant to Education Code 51938, a student's parent/guardian has the right to excuse the student from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent ("opt-out") process. The district may not require active parental consent ("opt-in") for such purpose. The district's notice to parents/guardians regarding planned instruction for the school year in the area of comprehensive sexual health education and HIV prevention education must include notification of the right to excuse a student from such education by written request to the district. See BP/E 5145.6 - Parental Notifications and BP/AR 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction.

The district shall excuse a student from instruction in comprehensive sexual health education and HIV prevention education if the student's parent/guardian requests in writing that the student be excused. (Education Code 51938)

(cf. 5145.6 - Parental Notifications)

(cf. 6145.8 - Assemblies and Special Events)

Note: Pursuant to Education Code 51900.6, districts that provide instruction in sexual abuse and sexual assault awareness and prevention are required to excuse students whose parent/guardian has made a written request. The following paragraph is for districts that provide instruction in sexual abuse and/or sexual assault awareness and prevention.

In addition, the district shall excuse a student from instruction in sexual abuse and/or sexual assault awareness and prevention if the student's parent/guardian requests in writing that the student be excused. (Education Code 51900.6)

Note: Pursuant to Education Code 51513, districts may not administer exams, surveys, or questionnaires containing questions about a student's or ~~his/her~~ **a student's family's personal beliefs or practices in sex, family life, morality, and religion unless the student's parent/guardian **is notified in writing of such administration and** has provided prior written consent. See AR 5022 - Student and Family Privacy Rights.**

COMPREHENSIVE HEALTH EDUCATION (continued)

The district shall not administer any exam, survey, or questionnaire which contains questions about the student's or the student's family's personal beliefs or practices in sex, family life, morality, or religion unless the student's parent/guardian has given written permission. Upon written request from a parent/guardian, a student shall be excused from any part of health instruction that conflicts with his/her religious training and beliefs, including personal moral convictions. (Education Code 51240-51513)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5022 - Student and Family Privacy Rights)

Note: Notwithstanding Education Code 51513, Education Code 51938 authorizes anonymous, voluntary, and confidential research and evaluation tools to measure students' health behaviors and risks, including tests, questionnaires, and surveys containing age-appropriate questions about the student's attitudes concerning or practices relating to sex, to students in grades 7-12. Parents/guardians have the right to excuse their child from such research and evaluations through a passive ("opt-out") process and may not be required to provide active ("opt-in") consent. The district is required to notify parents/guardians of the test, questionnaire, or survey to be administered, given the opportunity to review such research or evaluation tool, and notified of their right to excuse their child by making such request in writing to the district. The following paragraph is for use by districts that serve students in any of grades 7-12 and should be deleted by districts that do not serve such students.

However, the district may administer anonymous, voluntary, and confidential tests, questionnaires, and surveys containing age-appropriate questions about students' attitudes concerning or practices relating to sex, as long as parents/guardians are notified of the right to request in writing that the student be excused from participation. A student shall be excused from participating in any such research or evaluation tools if the student's parent/guardian requests in writing to excuse the student from participation. (Education Code 51938)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5022 - Student and Family Privacy Rights)

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

(cf. 6145.8 - Assemblies and Special Events)

Students so excused shall be given an alternative educational activity.

Involvement of Health Professionals

Health care professionals, health care service plans, health care providers, and other entities participating in a voluntary initiative with the district are prohibited from communicating about a product or service in a way that is intended to encourage persons to purchase or use the product or service. However, the following activities may be allowed: (Education Code 51890)

COMPREHENSIVE HEALTH EDUCATION (continued)

1. Health care or health education information provided in a brochure or pamphlet that contains the logo or name of a health care service plan or health care organization, if provided in coordination with the voluntary initiative
2. Outreach, application assistance, and enrollment activities relating to federal, state, or county-sponsored health care insurance programs **if the activities are conducted in compliance with the statutory, regulatory, and programmatic guidelines applicable to those programs.**

(cf. 1325 - Advertising and Promotion)

(11/05 7/08) 3/21

CSBA Sample Board Policy

Facilities

BP 7210(a)

FACILITIES FINANCING

The Governing Board recognizes its responsibility to identify the most cost-efficient and effective method of financing when purchasing or modifying district facilities. Financing may be necessary When it is determined that school facilities must be built or expanded to accommodate an increased or projected increase in enrollment, ~~the Governing Board shall consider appropriate methods of financing for the purchase of school sites and the construction of buildings. In addition, financing may be needed~~ **or** when safety considerations and educational program improvements require the replacement, reconstruction, or modernization of existing facilities.

The Superintendent or designee shall research funding alternatives and recommend to the Board the method **of funding** that ~~would~~ **will** best serve district needs as identified in the district's master plan for school facilities.

(cf. 7110 - Facilities Master Plan)

Note: The following list describes some of the facilities financing options available to school districts.

~~These ff~~ Funding alternatives may include, but **are** not ~~be~~ limited to:

1. Levying developer fees pursuant to Education Code 17620 and Government Code 65995-65998

(cf. 7211- Developer Fees)

2. Forming a community facilities district pursuant to Government Code 53311-53368.3, the Mello-Roos Community Facilities Act

(cf. 7212 - Mello-Roos Districts)

3. Forming a school facilities improvement district pursuant to Education Code 15300-15425

(cf. 7213 - School Facilities Improvement Districts)

4. Issuing voter-approved general obligation bonds

(cf. 7214 - General Obligation Bonds)

5. Imposing a **qualified** parcel tax pursuant to Government Code 50079

FACILITIES FINANCING (continued)

(cf. 3471 - Parcel Taxes)

6. Using lease revenues for capital outlay purposes from surplus school property

(cf. 3280 - Sale or Lease of District-Owned Real Property)

Note: Pursuant to the Leroy F. Greene School Facilities Act of 1998 (Education Code 17070.10-17079.30), the State Allocation Board provides state per-pupil funding, including hardship funding, for new school facilities construction and school facilities modernization for applicant school districts.

7. **Applying for state facilities funding pursuant to the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30)**

Note: Pursuant to Education Code 41024, districts that receive state facilities funding pursuant to the Leroy F. Greene School Facilities Act must annually report a detailed list of all expenditures of state funds and of the district's matching funds for completed projects until all funds are expended, and submit an audit of completed facilities projects within one year of project completion. As amended by SB 820 (Ch. 110, Statutes of 2020), Education Code 41024 requires the auditor to file the audit with the California State Controller, who will then provide a copy of the audit to the California Department of Education and notify the Office of Public School Construction of any audit findings and any identified amounts to be adjusted. See AR 3460 - Financial Reports and Accountability for more specific information about reporting and auditing requirements.

The district shall provide reports, maintain records, and provide for audits of the expenditure of state facilities funds as required by law and AR 3460 - Financial Reports and Accountability. (Education Code 41024)

(cf. 3460 - Financial Reports and Accountability)

Note: Government Code 8855 requires districts to adopt a debt management policy prior to issuing any debt, such as general obligation bonds. The policy must include (1) the purposes for which the debt proceeds may be used; (2) the types of debt that may be issued; (3) the relationship of the debt to, and integration with, the district's capital improvement program or budget, if applicable; (4) policy goals related to the district's planning goals and objectives; and (5) internal control procedures to ensure that the proceeds of the proposed debt issuance will be directed to the intended use. See BP 3470 - Debt Issuance and Management.

As applicable, the district shall comply with BP 3470 - Debt Issuance and Management.

(cf. 3470 - Debt Issuance and Management)

Legal Reference: (see next page)

FACILITIES FINANCING (continued)*Legal Reference:*EDUCATION CODE15100-~~17059.2~~ **17199.6** School bonds, especially:

15122.5 Ballot statement

15300-15327 School facilities improvement districts

17000-17059.2 State School Building Lease-Purchase Law of 1976

17060-17066 Joint venture school facilities construction projects

17070.10-~~17076.10~~ **17079.30** Leroy F. Greene School Facilities Act of 199817085-~~17095~~ **17096** State Relocatable Classroom Law of 1979

17582 District deferred maintenance fund

17620-17626 Levies against development projects by school districts, especially:

17621 Procedures for levying fees

41024 Accounting system and auditsGOVERNMENT CODE6061 ~~One time~~ **Manner of notice as prescribed in designated section**

6066 Two weeks' notice

8855 Debt issuance and management

50075-50077.5 Voter-approved special taxes

50079 School districts; qualified special taxes

53175-53187 Integrated Financing District Act

53311-53368.3 Mello-Roos Community Facilities Act of 1982

53753 Assessment notice and hearing requirements

53753.5 Exemptions

54954.1 ~~Mailing of agenda notice to property owners~~

54954.6 New or increased tax or assessment; public meetings and hearings; notice

65864-~~65867~~ **65869.5** Development agreements65970-~~65980.1~~ **65981** School facilities development project

65995-65998 Payment of fees against a development project

66000-66008 Fees for development projects

66016-~~66018.5~~ **66019** Development project fees

66020-66025 Protests and audits

HEALTH AND SAFETY CODE

33445.5 Overcrowding of schools resulting from redevelopment

33446 School construction by redevelopment agency

CALIFORNIA CONSTITUTION

Article 13D, Sections 1-6 Assessment and property related fee reform

UNCODIFIED STATUTES~~17696-17696.98 Greene Hughes School Building Lease Purchase Bond Law of 1986~~CODE OF REGULATIONS, TITLE 21859-1859. ~~106199~~ School facility program*Legal Reference continued: (see next page)*

FACILITIES FINANCING (continued)

Legal Reference: (continued)

COURT DECISIONS

Ehrlich v. City of Culver City (1996) 12 Cal.4th 854

Loyola Marymount University v. Los Angeles Unified School District (1996) 45 Cal.App.4th 1256

Ehrlich v. City of Culver City (1996) 12 Cal.4th 854

Dolan v. City of Tigard (1994) 114 S.Ct. 2309

Canyon North Co. v. Conejo Valley Unified School District (1993) 19 Cal.App.4th 243, 23 Cal.Rptr.2d 495

Garlic Development Co. v. Hayward Unified School District (1992) 3 Cal.App.4th 320, 4 Cal.Rptr.2d 897

Nollan v. California Coastal Commission (1987) 107 S.Ct. 3141

ATTORNEY GENERAL OPINIONS

79 Ops.Cal.Atty.Gen. 149 (1996)

Management Resources:

WEB SITES

California Department of Education: www.cde.ca.gov

California State Controller: www.sco.ca.gov

Department of General Services, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

(10/97 2/99) 3/21

Policy Reference UPDATE Service

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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: May 11, 2021

Attachments: X

From: Vina Guzman, Interim Chief Business Officer

Item Number: 12

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

SUBJECT:

Approve Resolution #811 Authorizing FY 2020-21 Expenditures from Education Protection Act Funds (Proposition 30)

BACKGROUND:

Voter approval in November 2012 of Proposition 30 made changes in the ongoing allocation of State financial allocations of funding to K-12 school districts. The Education Protection Act (EPA) requires that governing boards annually approve the expenditure of this portion of ongoing State funding by resolution.

In May 2020, this Board authorized the expenditure of PY 2019-20 EPA funding for employee salary and benefit expenses, excluding any administrative costs. At that time the amount of PY 2019-20 EPA funding provided was \$376,676.

In February 2021, CDE published revised calculations for EPA funding for PY 2019-20 and FY 2020-21. As a result the EPA funding was increased for PY 2019-20 by \$107,411 bringing the entitlement to \$484,087.

For the current year, FY 2020-21, our EPA award was \$372,724. To capture the adjustment in EPA funding of PY 2019-20, the current year EPA award is increased to a net amount of \$480,135.

Overall State LCFF revenues (including local property taxes) have been reviewed and a determination made that there is no net significant change to district revenues as a result of the adjustment in EPA entitlements.

STATUS:

Staff prepared a Resolution for Board Action to authorize EPA expenditures for FY 2020-21

PRESENTER:

Vina Guzman, Interim Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT: N/A

COST AND FUNDING SOURCES: N/A

RECOMMENDATION:

That the Board approves Resolution #811 to authorize FY 2020-21 expenditure of EPA funds in the revised award amount of \$564,215 and that this information be posted on the District website in accordance with legal requirements.

Time allocated: 5 minutes

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
RIVER DELTA UNIFIED SCHOOL DISTRICT REGARDING
THE EDUCATION PROTECTION ACCOUNT – 2020-21**

RESOLUTION NO. 811

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, be it resolved, determined and ordered by the Board of Trustees of the River Delta Unified School District as follows:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of River Delta Unified School District;
2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the River Delta Unified School District has determined to spend the monies received from the Education Protection Act on current certificated teacher salaries and benefits.

PASSED AND ADOPTED this day, May 11, 2021 by the following vote:

AYES: _____ NOES: ___
ABSTENTIONS: _____
ABSENT:

IN WITNESS WHEREOF, I, Marilyn Riley, Clerk of the Board of Trustees of the River Delta Unified School District of Sacramento County, California, certify that the foregoing is a full, true, and correct copy of Resolution No. 811 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

May 11, 2021
Date

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: May 11, 2021

Attachments: X_____

From: Bonnie Kauzlarich, Director of Personnel

Item Number: 13_____

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

SUBJECT:

Request to Approve Resolution #812 Termination of Certificated Staff Due to the Reduction of Particular Kinds of Service.

BACKGROUND:

At the March 9, 2021 Board meeting, the Board passed Resolution #807 to Reduce or Eliminate Particular Kinds of Certificated Services.

STATUS:

It is necessary to eliminate, at the end of the 2020-2021 school year, the employment of 1.67 FTE probationary certificated staff.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves Resolution #812, Termination of Certificated Staff, due to the reduction /elimination of particular kinds of services for the 2021-2022 school year.

Time allocated: 2 minutes

BOARD OF TRUSTEES OF THE
RIVER DELTA UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 812

**RESOLUTION TO TERMINATE CERTIFICATED EMPLOYEES WITHOUT A
HEARING DUE TO THE REDUCTION OF PARTICULAR KINDS OF SERVICES**

WHEREAS, the Board of Trustees of the River Delta Unified School District (“District”), by Resolution No. 812, determined to reduce or eliminate particular kinds of services of the District no later than the beginning of the 2021-2022 school year; and

WHEREAS, in accordance with that Resolution, the Superintendent or designee sent appropriate notices to all employees affected by said reduction of services; and

WHEREAS, although advised of their right to a hearing, the certificated employees did not request a hearing.

NOW, THEREFORE, BE IT HEREBY RESOLVED that:

1. The Board of Trustees find that sufficient cause exists pursuant to Education Code sections 44949 and 44955 not to reemploy the certificated employees named below for the ensuing 2021-2022 school year.

Mazie Bird	1.00 FTE
Deven Walton	.67 FTE

2. The services of the certificated employees above will not be required for the ensuing 2021-2022 school year:

3. Notice shall be given to each of the above-named certificated employees before May 15, 2021, that they will not be reemployed for the ensuing 2021-2022 school year pursuant to Education Code sections 44949 and 44955.

PASSED AND ADOPTED by the Board of Trustees of the River Delta Unified School District on May 11, 2021, by the following vote:

AYES:
NOES:
ABSENT:

IN WITNESS WHEREOF, I Marilyn Riley, Clerk of The Board of Trustees of the River Delta Unified School District of Sacramento County, California, certify that the foregoing is a full, true, and correct copy of Resolution No. 812 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 Trustee
River Delta Unified School District

Date

CERTIFICATION

STATE OF CALIFORNIA)
)
COUNTY OF SACRAMENTO) ss.

I certify the above is a true copy of a resolution adopted by the Board of Trustees of the River Delta Unified School District at a meeting held on May 11, 2021.

DATED: May 11, 2021

BOARD OF TRUSTEES OF THE
RIVER DELTA UNIFIED SCHOOL DISTRICT,
COUNTY OF SACRAMENTO, STATE OF
CALIFORNIA

By: _____
Katherine Wright
Superintendent

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 11, 2021

Attachments: X _____

From: Katherine Wright, Superintendent

Item Number: 14 _____

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

SUBJECT:

Request to Approve Resolution #813 Authorization to Adopt California Uniform Public Construction Cost Accounting Act (CUPCCAA) Procedures and Related Items

BACKGROUND:

Resolution No. **813** - A Resolution of the Board of Education of the River Delta Unified School District Authorizing Adoption Under Public Contract Code Section 22030 of the California Uniform Public Construction Cost Accounting Act, Directing the District to Notify the State Controller of Such Adoption, and Approving Adoption of Board Policy 3311.1 and Amendment of Administrative Regulation 3311.1. The Board will also conduct a first reading tonight of the proposed District Board Policy 3311.1 and Administrative Regulation 3311.1 and the second reading at a later date will be waived. A vote for final approval of Resolution No. 813 and Board Policy 3311.1 and Administrative Regulation 3311.1 will be taken.

STATUS:

Tonight, the Board will be asked to review for potential future approval, Resolution No. **813** which will authorize implementation of CUPCCAA on behalf of the District.

The Board is committed to promoting public accountability and ensuring prudent use of public funds. To this end, CUPCCAA establishes uniform cost accounting procedures and alternative bidding procedures applicable to public agencies such as the District, that chose to become subject to CUPCCAA.

If established, CUPCCAA would allow the District to perform public projects, maintenance work, and any other work that does not fall within the definition of "public project" totaling \$60,000 or less with its own workforces (force account), by negotiated contract, or by purchase order. For public projects, maintenance work, and other non-public projects of \$200,000 or less, CUPCCAA would provide the District with a streamlined informal bidding procedure. For public projects, maintenance work, and other non-public projects in excess of \$200,000, CUPCCAA would require a modified formal bidding procedure.

CUPCCAA provides public agencies more leeway in the execution of these projects, speeds up the award process, reduces the time, effort, and expense associated with bidding small projects, expedites project delivery, and simplifies administration.

CUPCCAA is a voluntary program. Should the Board choose to enable the District to become subject to CUPCCAA, the State Controller will be notified of the District's choice. Board Policy 3311.1 and Administrative Regulation 3311.1 would be implemented to authorize CUPCCAA's alternative bidding procedures.

PRESENTER:

Katherine Wright, Superintendent

COST AND FUNDING SOURCES:

No cost at this time. Contracts awarded under CUPCCAA will be funded from various revenue sources including Bond funds, state funds, and developer fees.

RECOMMENDATION:

That the Board reviews and adopts Resolution #813 Authorizing to Adopt California Uniform Public Construction Cost Accounting Act Procedures and Related Items. Time allocated: 10 minutes

RESOLUTION # 813

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
RIVER DELTA UNIFIED SCHOOL DISTRICT
AUTHORIZING ADOPTION UNDER PUBLIC CONTRACT CODE SECTION 22030
OF THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING
ACT AND PROCEDURES, DIRECTING THE DISTRICT TO NOTIFY THE STATE
CONTROLLER OF SUCH ADOPTION, AND APPROVING ADOPTION OF BOARD
POLICY 3311.1 AND AMENDMENT OF ADMINISTRATIVE REGULATION 3311.1**

WHEREAS, the California Uniform Public Construction Cost Accounting Act (“CUPCCAA”), Public Contract Code section 22000 et seq., creates uniform construction cost accounting policies and procedures and informal bidding procedures for public agencies choosing to become subject to CUPCCAA;

WHEREAS, pursuant to Public Contract Code section 22030, the Board of Trustees (“Board”) of the River Delta Unified School District (“District”) seeks to enable the District to engage in CUPCCAA and the California Uniform Public Construction Cost Accounting Commission’s (“Commission”) Cost Accounting Policies and Procedures Manual by adopting this Resolution # 813;

WHEREAS, the District wishes to utilize CUPCCAA’s alternative bidding procedures not only with respect to public projects (as defined in Public Contract Code section 22002(c)) but also with respect to maintenance work (as defined in Public Contract Code section 22002(d)) and any other work that does not fall within the definition of “public project,” pursuant to Public Contract Code section 22003;

WHEREAS, the California Uniform Construction Cost Accounting Commission (“Commission”) established under CUPCCAA has developed uniform construction cost accounting policies and procedures for implementation by local public agencies in the performance of or in contracting for construction of public projects;

WHEREAS, pursuant to Public Contract Code section 22034, each public agency that chooses to become subject to CUPCCAA must enact informal bidding procedures to govern the selection of contractors to perform projects specified in Public Contract Code section 22032(b); and

WHEREAS, the District finds that utilizing the procedures outlined by CUPCCAA and promulgated by the Commission may save administrative time and expense and will be in the best interest of the District.

NOW, THEREFORE, the Board of Trustees of the River Delta Unified School District does hereby resolve, determine, and order as follows:

Section 1. Recitals. All recitals contained herein are true and correct.

Section 2. Adoption. The Board hereby adopts on behalf of the District, pursuant to Public Contract Code section 22030, CUPCCAA procedures and the procedures set forth in the Commission’s Cost Accounting Policies and Procedures Manual, as they may each from time to time be amended.

Section 3. Informal Bidding Procedures. Contracts for public projects (as defined in Public Contract Code section 22002(c)), maintenance work (as defined in Public Contract Code section 22002(d)), and any other work that does not fall within the definition of “public project,” in accordance with the limits enumerated in Public Contract Code section 22032(b), may be entered into by the District utilizing the informal bidding procedures set forth in Public Contract Code section 22032 et seq.

Section 4. Notification. To direct the Superintendent or his designee to notify the State Controller of such adoption.

Section 5. Contractors List. The District shall develop and maintain a list of qualified contractors, identified according to categories of work, in accordance with the provisions of Public Contract Code section 22034(a)(1) and the criteria promulgated from time to time by the Commission.

Section 6. Notice Inviting Informal Bids. Notices inviting informal bids must describe the project in general terms, how to obtain more detailed information about the project, and state the time and place for the submission of bids. Notices inviting informal bids shall be circulated using one or both of the following alternatives: (a) by mail, fax, or email to all contractors for the category of work to be bid, as shown on the list developed in accordance with Section 3; and/or (b) by mail to all construction trade journals as specified by the Commission in accordance with Public Contract Code section 22036. Additional contractors and/or construction trade journals may be notified at the discretion of the District, provided, however, that, if the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

Section 7. Award of Contracts. The Superintendent or designee is authorized to award informal contracts pursuant to this Resolution to the lowest responsible bidder.

Section 8. Amendment of Board Policy. The Board hereby authorizes and implements Board Policy 3311.1 as shown in Exhibit “A” and directs staff to amend Administrative Regulation 3311.1 as shown in Exhibit “B” in order to implement CUPCAA in compliance with existing law.

PASSED AND ADOPTED by the Board of Trustees of the River Delta Unified School District, on the 11 day of May, 2021, by the following vote:

AYES: ____
NOES: ____
ABSENT: ____
ABSTAIN: ____

President of the Board of Trustees of the
River Delta Unified School District

ATTEST

Secretary of the Board of Trustees of the
River Delta Unified School District

CLERK’S CERTIFICATE

I, Marilyn Riley, Clerk of the Board of Trustees of the River Delta Unified School District, hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted at a regular meeting place thereof on the 11th day of May, 2021, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present.

An agenda of said meeting was posted at least 72 hours before said meeting at 445 Montezuma Street, Rio Vista, California, in a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that said resolution has not been amended, modified, or rescinded since the date of its adoption; and that the same is now in full force and effect.

Dated: May 11, 2021

Clerk of the Board of Trustees
of the River Delta Unified School District

Exhibit A
Board Policy 3311.1

In awarding contracts for public works projects involving district facilities, the Board of Trustees desires to obtain the best value to the District and ensure the qualifications of contractors to complete the project in a satisfactory manner. The Board has, by resolution, adopted the procedures set forth in the California Uniform Public Construction Cost Accounting Act (“CUPCCAA”) pursuant to Public Contract Code 22030-22045, including the informal bidding procedures when allowed by law.

The Board delegates to the Superintendent or designee the responsibilities to award any contract eligible for informal bidding procedures and to develop plans, specifications, and working details for all public projects requiring formal bidding procedures.

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading legal requirements for competitive bidding. (Public Contract Code 22033)

Projects awarded through the CUPCCAA shall be subject to the cost accounting procedures established by the California Uniform Construction Cost Accounting Commission. (Public Contract Code 22030)

When an emergency necessitates immediate repair or replacements, but formal bidding is typically required by law, the Board may, upon a four-fifths vote, proceed to replace or repair a facility without adopting plans, specifications, working details, or giving notice for bids to let contracts. The work may be done by day labor under the director of the Board and/or a contractor.

The emergency shall be subsequently reviewed by the Board in accordance with Public Contract Code section 22050 and shall be terminated at the earliest possible date that conditions warrant so the remainder of the work can be completed by giving notice for bids. (Public Contract Code 1102, 22035, 22050)

Exhibit B
Administrative Regulation 3311.1

Procedures for awarding contracts for public works projects shall be determined on the basis of the amount of the project, as follows:

1. Public projects of \$60,000 or less may be performed by district employees by force account, negotiated contract, or purchase order. (Public Contract Code 22032)

2. Contracts for public projects of \$200,000 or less may be awarded through the following informal procedures: (Public Contract Code 22032, 22034, 22038)

a. The Superintendent or designee shall prepare a notice inviting informal bids which describes the project in general terms, explains how to obtain further information about the project, and states the time and place for the submission of bids. This notice shall be disseminated by mail, fax, or email to either or both of the following:

(1) All contractors on a list of qualified contractors maintained by the District for the category of work being bid, unless the product or service is proprietary, at least 10 calendar days before bids are due

(2) All construction trade journals identified pursuant to Public Contract Code 22036

b. The District shall review the informal bids that were submitted and award the contract, except that:

(1) If all bids received through the informal process are in excess of \$200,000, the contract may be awarded to the lowest responsible bidder, provided that the Board of Trustees adopts a resolution with a four-fifths vote to award the contract at \$212,500 or less and the Board determines the District's cost estimate is reasonable.

(2) If no bids are received through the informal bid procedure, the project may be performed by District employees by force account or negotiated contract.

3. Public projects of more than \$200,000 shall, except as otherwise provided by law, be subject to formal bidding procedures, as follows: (Public Contract Code 22032, 22037, 22038)

a. Notice inviting formal bids shall state the time and place for receiving and opening sealed bids and distinctly describe the project. The notice shall be disseminated in both of the following ways:

(1) Through publication in a newspaper of general circulation in the District's jurisdiction or, if there is no such newspaper, then by posting the notice in at least three places designated by the district as places for posting its notices. Such notice

shall be published at least 14 calendar days before the date that bids will be opened.

(2) By mail and electronically, if available, by either fax or email, to all construction trade journals identified pursuant to Public Contract Code 22036. Such notice shall be sent at least 15 calendar days before the date that bids will be opened.

In addition to the notice required above, the District may give such other notice as it deems proper.

b. The District shall award the contract as follows:

(1) The contract shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the district may accept the one it chooses.

(2) At its discretion, the District may reject all bids presented and declare that the project can be more economically performed by district employees, provided that the District notifies an apparent low bidder, in writing, of the district's intention to reject the bid. Such notice shall be mailed at least two business days prior to the hearing at which the district intends to reject the bid.

(3) If no bids are received through the formal bid procedure, the project may be performed by district employees by force account or negotiated contract.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 11, 2021

Attachments: X

From: Katherine Wright, Superintendent and
Vina Guzman, Interim CBO

Item Number: 15

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

SUBJECT:

Request to Approve Budget Reductions and Reallocations for FY 2021-2022

BACKGROUND:

River Delta Unified School District has been in declining enrollment for several years. Since the COVID-19 school closure in March 2020, the district's enrollment has had a decline of approximately 100 students. However, the enrollment has increased slightly.

This decline created fiscal pressure in our multi-year projections reported out through the Second Interim Report, which was presented during the Regular Meeting of the Board on March 9, 2021.

STRS, PERS, unemployment and worker's compensation contributions will have incremental increases each year until the unfunded liabilities are fully funded.

STATUS:

With the decrease in revenue due to declining enrollment and the increasing contribution costs, the District estimates that the General Fund is projected to deficit spend in the next few fiscal years. It is necessary to find cost savings by reductions or reallocation as necessary.

PRESENTER:

Katherine Wright, Superintendent and Vina Guzman, Interim Chief Business Officer

COST AND FUNDING SOURCES:

Cost saving to the District if Budget Reductions are made.

RECOMMENDATION:

That the Board approves the Budget Reductions and Allocations as submitted.

Time allocated: 5 minutes

Initial Proposed Budget Reductions for 2021-22

Staff is recommending approximately \$1.1 million in initial budget reductions for Board approval as follows:

DESCRIPTION	ONGOING	ONE-TIME (2YRS)
Close vacant certificated positions - 3.66 FTE	\$330,000	
Close vacant classified positions - 2.64 FTE	\$135,000	
Shift 2 FTE Bus Drivers to COVID funding source		\$74,000
Shift .5 FTE of each Counselor to COVID funding source		\$157,000
Shift .5 FTE of each District Nurse to COVID funding source		\$111,000
Shift Social Worker position to COVID funding source		\$97,000

Initial Budget Reductions for 2020-21

Budget Reductions, continued:

DESCRIPTION	ONGOING	ONE-TIME (2YRS)
Shift .5 FTE of TOSA position to COVID funding source		\$55,000
Shift Summer School costs (unrestricted portion) to COVID funding source		\$10,000
Shift LCAP actions 2.3, 2.4, and 2.5 to COVID funding source		\$130,000
TOTAL	\$465,000	\$634,000
Grand Total Reductions in 2020-21	\$1,099,000	

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: May 11, 2021

Attachments: X

From: Vina Guzman, Interim Chief Business Officer

Item Number: 16

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

SUBJECT:

Request to Approve the Repayment Schedule for the City of Isleton

BACKGROUND:

Prior to 2011, California law allowed local governments to create redevelopment agencies that assisted in the economic redevelopment of various geographic areas. Upon the formation of a redevelopment project area, the share of property taxes generated from that area that went to schools and other local agencies was frozen, and all growth in property tax receipts then went to the redevelopment agency for that area. Redevelopment agencies would then use the incremental growth in property tax revenue above that frozen base, to invest in various developments and activities designed to spur economic growth and increase affordable housing.

In 2011, the California legislature passed AB 26, which had the effect of dissolving redevelopment agencies throughout the state. The powers of those agencies were vested in successor agencies, who were required to fulfill all obligations that the former redevelopment agencies had entered into prior to being dissolved. Funding that had previously gone to redevelopment agencies is instead now placed in a county-wide Redevelopment Property Tax Trust Fund (RPTTF). The state recognized that redevelopment successor agencies are still required to fulfill financial and project obligations that were entered into prior to the dissolution of redevelopment, and allows successor agencies to receive funding for those enforceable obligations from the RPTTF.

The City of Isleton became a successor agency and did not fulfill their obligations to taxing agencies. As a result, the City owes taxing agencies a total \$1.36 million for funds collected from years 2000 to 2011.

STATUS:

The City of Isleton owes River Delta USD \$220,604 in Redevelopment funds and is requesting a payment plan.

PRESENTER:

Vina Guzman, Interim Chief Business Officer

COST AND FUNDING SOURCES: NOT APPLICABLE

RECOMMENDATION:

That the Board approve entering into a five (5) year payment plan with the City of Isleton for debt owed to the District.

Time allocated: 10 minutes

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: May 11, 2021

Attachments: _____

From: Ken Gaston, Director of MOT

Item Number: 17

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

SUBJECT: Request approval from the Board to purchase a van that is wheelchair accessible with a cost not to exceed \$40,000.

BACKGROUND:

Due to an on-going staffing shortage of state certified school bus drivers, it is necessary to expand the means of transporting students that require a wheelchair.

STATUS:

Currently the District has wheelchair lift capabilities in a school bus. A wheelchair accessible van will eliminate the need for a licensed school bus driver to transport every wheelchair bound student. Van drivers holding a non-commercial (regular) driver's license can now provide transportation to these students.

The purchase of this van needs Board approval.

PRESENTER: Ken Gaston, Director of Maintenance, Operations and Transportation

OTHER PEOPLE WHO MIGHT BE PRESENT:

Michael Mimiaga, Supervisor of Transportation

COST AND FUNDING SOURCES:

This vehicle will be budgeted out of transportation funds.

RECOMMENDATION:

That the Board gives approval to purchase a wheelchair accessible van.

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: May 11, 2021

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 18

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

SUBJECT:

Request to Approve Resolution #814 Beginning May 12, 2021 Identifying District Representatives Authorized to Execute Documents Related to Construction to Katherine Wright, Superintendent, and Ken Gaston, Director of Maintenance, Operation and Transportation

BACKGROUND:

This action is required whenever there is a change in positions or the need to redesignate authorization duties.

STATUS:

Currently the River Delta Unified School District has an interim Chief Business Officer. Until the position has a permanent employee the District needs to authorize another District employee that is authorized to execute documents related to construction. See attached Resolution #814

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Ken Gaston, Director of Maintenance, Operations and Transportation

COST AND FUNDING SOURCES:

None

RECOMMENDATION:

That the Board approve Res. #814 (by roll call vote) Identifying District Representatives Authorized to Execute Documents Related to Construction to Katherine Wright, Superintendent, and Ken Gaston, Director of Maintenance, Operations and Transportation

Time allocated: 2 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 814

**IDENTIFYING DISTRICT REPRESENTATIVES AUTHORIZED
TO EXECUTE DOCUMENTS RELATED TO CONSTRUCTION**

WHEREAS, the Board of Trustees will be requesting funding of one or more School Facility Program projects pursuant to Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et Seq. of the Education Code; and

WHEREAS, the Board of Trustees is required to identify the District Representatives that will certify documents and act as liaison with the State Allocation Board; and

WHEREAS, the Board of Trustees has identified the following individuals as the District Representatives:

- ◆ Katherine Wright
- ◆ Ken Gaston

WHEREAS, the District Representatives has been directed to review all school sites for modernization eligibility and update the eligibility on an annual basis when applicable;

WHEREAS, the District Representative has been directed to review the District's new construction eligibility and update the eligibility on an annual basis when applicable;

NOW, THEREFORE, the Board of Trustees authorizes the District Representative to execute documents as necessary to carry out the provision of this resolution.

PASSED AND ADOPTED the 11th day of May, 2021 by the Board of Trustees of the River Delta Unified School District of Sacramento County, California, by the following vote:

AYES:
NOES:
ABSENT:

IN WITNESS WHEREOF, I, Marilyn Riley, Clerk of the Board of Trustees of the River Delta Unified School District of Sacramento County, California, certify that the foregoing is a full, true, and correct copy of Resolution No. 814 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

May 11, 2021
(Date)

End

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: May 11, 2021

Attachments: X

From: Ken Gaston, Director of MOT

Item Number: 19

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

SUBJECT:

Request to purchase five electric busses from Lion Electric using VW Mitigation Settlement Program Grant Funds, DERA Grant Funds and SMAQMD Grant Funds

- 4 - 2021 Lion D Busses 85 passenger
- 1 - 2021 Lion A Bus 24 passenger/wheelchair accessible

BACKGROUND:

On October 8, 2019, Item number 14 on the consent calendar the Board approved the district to apply for the VW Mitigation Settlement Program. Resolution No. 773 was created to support this action.

STATUS:

RDUSD has received and signed contracts to receive initial funding for the busses in the amount of \$1,097,000. The remaining funding will come from two additional grants:

- DERA Grant (\$300,000)
- SMAQMD Grant (\$950,000)

The District will have to fund the two grants listed above (\$1,250,000) for 90 days before reimbursements will be received.

With Board approval the District will place the order for the five busses, expected delivery will be in Q1 2022. Once the busses arrive and the District accepts delivery, the District is required to release five District owned busses for demolition.

All infrastructure will be funded from separate grants and will be zero cost to the District for installation.

PRESENTER:

Ken Gaston, Director of Maintenance, Operation and Transportation.

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

No cost to the district.

RECOMMENDATION:

That the Board receives this information

Time allocated: 5 minutes



THE LION ELECTRIC CO.
QUOTE

LIONA



All-Electric School Bus

 **LION ELECTRIC**



Ken Gaston
River Delta Unified School District

Date : 3/24/2021

Dear Ken Gaston:

The Lion Electric Co. - USA would like to thank River Delta Unified School District for the opportunity to present our response for an all-electric school bus.

The Lion Electric Co. is North America's leading electric school bus manufacturer with over 300 electric buses delivered. Since its foundation in 2008, the company's mission has been to develop safe, durable, integrated solutions while providing a healthy breathing environment for children and reducing our overall carbon footprint. Actively seeking new technologies provides Lion the opportunity to provide a number of features that are unique to the industry and specifically designed with the everyday user in mind. Some of these features include:

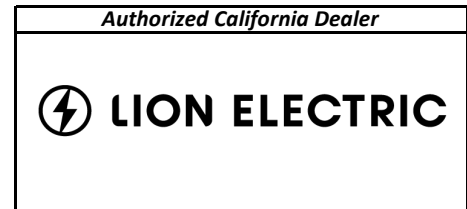
- *An 8 year battery warranty with best-in-class energy retention*
- **LION A** *is the only all-electric school bus that is fully integrated by an Original Equipment Manufacturer (OEM)*

The Lion Electric Company believes that transitioning to all-electric vehicles will lead to major improvements in our society, environment, and overall quality of life.

We look forward to working with River Delta Unified School District and to the opportunity to deploy additional all-electric school buses in the foreseeable future.

Sincerely,

Pete Tuckerman
Sales Manager
The Lion Electric Co.





CALIFORNIA LION EXPERIENCE CENTER
 4522 PARKER AVENUE, SUITE 350
 MCCLELLAN PARK, CA 95632

SOURCEWELL QUOTE
063020-LON



RiverDeltaUSD_LionA_150mi_24+1

Quote No. 20210324
 Date 3/24/2021

CUSTOMER INFORMATION	
Customer Name	<i>Ken Gaston</i>
Company	<i>River Delta Unified School District</i>
Address	<i>146 Magnolia Ave</i>
City	<i>Courtland</i>
State	<i>CA</i>
ZIP	<i>95615</i>
Phone	<i>707-374-1700</i>
Email	<i>kgaston@rdusd.org</i>
Member Contract # (If Applicable)	84269

SALES MANAGER INFORMATION	
Name	Pete Tuckerman
Company	The Lion Electric Co - USA
Phone	<i>(916) 342-8400</i>
Email	Peter.Tuckerman@thelionelectric.com

Model	Range	Unit Price	Quantity	Total
2021 LION A A2_AC_150 MI	150 mi.	\$ 362,262.00	1	\$ 362,262.00
<i>Capacity / Pass. 24+1/0+5WC</i>				
<i>Options - Sub-Total (See Page 2)</i>		\$ 20,134.00	1	\$ 20,134.00
<i>Sales Taxes</i>	7.750%	\$ 29,635.69	1	\$ 29,635.69
<i>Subtotal with Taxes</i>		\$ 412,031.69	1	\$ 412,031.69
<i>Shipping</i>		\$ 8,500.00	1	\$ 8,500.00
Total (Incl. tax and shipping)		\$ 420,531.69	1	\$ 420,531.69
<i>DERA FUNDING</i>		\$ (60,000.00)	1	\$ (60,000.00)
<i>SMUD (PAID DIRECTLY TO VENDOR)</i>		\$ (7,000.00)	1	\$ (7,000.00)
<i>HVIP - (PAID DIRECTLY TO VENDOR)</i>		\$ (150,000.00)	1	\$ (150,000.00)
<i>SMAQMD (DISTRICT REIMBURSEMENT)</i>		\$ (230,000.00)	1	\$ (230,000.00)
SCHOOL DISTRICT PAYMENT TO VENDOR AFTER GRANT REIMBURSEMENT		\$0.00	1	\$0.00
% of Total Cost:				0.00%

*Please note that all funding sources, purchase incentives and grants listed above are provisional only. The listed amounts are subject to change based on final award. Customer is financially responsible for any discrepancy after award amounts are finalized. If indicated as a Sourcewell Quote above, Sourcewell discount of 5% has already applied to the base price.

Approximate Delivery Date 180-240 days after PO*

*Delivery approximation subject to change due to pandemic restrictions

Customer Signature Indicating Acceptance of Quote: _____

Title/Position: _____

Date: _____

*Note : Price subject to change upon final P.O. acceptance

Authorized California Dealer

This quote is valid for 90 days from quote date. Please refer to Payment Terms page for detailed payment terms.



DeltaUSD_LionA_150mi_24+1_2021

Quote No.

Date

3/24/2021

OPTIONS

Option	Quantity	Price
BUMPERS - BLUE	1	INCLUDED
WHEELS - BLUE	1	INCLUDED
WHEEL CHAIR LIFT	1	INCLUDED
FOG LIGHTS	1	\$ 200.00
SPARE WHEEL AND TIRE	1	\$ 750.00
PA SYSTEM	1	\$ 350.00
PRE-WIRE - 2-WAY TRACE/PULL LINES ONLY	1	\$ 150.00
PRE-WIRE - CAMERA TRACE/PULL LINES ONLY - AT REQUESTED LOCATION	1	\$ 150.00
TRACK SEATING	1	\$ 495.00
CHARGE PORT - DC CCS AC - REAR ONLY	1	\$ 6,000.00
DRIVER AIR SEAT	1	\$ 495.00
ACOUSTIC HEADLINER	1	\$ 995.00
QSTRAINT (Adds 1 WC Position Each)	4	\$ 3,200.00
STROBE LIGHT	1	\$ 255.00
FOG LIGHTS	1	\$ 200.00
WHEELS - ALUMINUM (Indicate No. of requested wheels)	6	\$ 2,394.00
FIVE CAMERA SYSTEM, SEON	1	\$ 4,500.00
Select Option	Quantity	Amount
Select Option	Quantity	Amount
Select Option	Quantity	Amount
Select Option	Quantity	Amount
Options Total		\$ 20,134.00

NOTES

Camera System: 4 + 1 Forward Facing

LION A - BASE SPECIFICATIONS

CALIFORNIA TITLE 13 COMPLIANT

GROSS VEHICLE WEIGHT RATING (GVWR)	25,500 lbs.
PASSENGER CAPACITY	24+1/0+5WC
WHEELBASE	143 in.
LENGTH	312.75 in
BODY WIDTH	96 in.
HEADROOM	72 in.
TIRES AND RIM	245 / 70R19.5
CHARGE PORT	REAR
SINGLE SPEED ELECTRIC MOTOR	UP TO 200 H.P. (149 kW) / 855 FT-LBS TORQUE
REGENARATIVE BRAKING SYSTEM	STANDARD
BASE RANGE	150 mi.
HIGH VOLTAGE BATTERIES	LITHIUM-ION (NMC)
AC CHARGING	ON-BOARD CHARGER - 19.2 kW
SOUND GENERATOR	STANDARD (0-20 MPH)
12 V BATTERIES	2 X 950 CCA
CONDENSER MODEL	CR3
SIDE EVAPORATOR MODEL	EV-1
REAR EVAPORATOR MODEL	ProAir 948
POLYETHYLENE STEPWELL	STANDARD
POLYETHYLENE BATTERY BOX, TRAY AND WHEELHOUSES	STANDARD
COMPOSITE REAR EMERGENCY DOOR	STANDARD
COMPOSITE ABS EXTERIOR BOW CAP	STANDARD
INTEGRATED TRASH CAN	STANDARD
ONBOARD TOUCHSCREEN (TELEMATICS, STATS AND DIAGNOSTICS)	STANDARD
SMART CHARGE	STANDARD
PREHEAT SETTING	STANDARD
CHARGING INDICATORS AS CLEARING LIGHTS	STANDARD
CHARGE READY PILOT LIGHT	STANDARD
ON/OFF MASTER DISCONNECT SWITCHES	STANDARD
BRAKE SYSTEM	HYDRAULIC DISC BRAKES
CUP HOLDER	STANDARD
EXTERIOR LED LIGHTS	STANDARD
INTERIOR LED LIGHTS	STANDARD
ELECTRIC HORN	STANDARD
CUP HOLDER	STANDARD
FLAPS	STANDARD
CERTIFICATE HOLDER	STANDARD
VISOR	ACRYLIC, ADJUSTABLE
DRIVER HOOK & TOW HOOK	STANDARD
SEAT BELTS	3-PTS BELTS
SEAT BRAND & MODEL	HSM
STOP ARM	BMR - LED STOP ARM - FMVSS
REFLECTIVE MARKINGS	PER FMVSS / CA TITLE 13
SCHOOL BUS SIGNS	CA TITLE 13
FLOOR	PLYWOOD / BLACK FLOORING
WHEEL CHAIR LIFT	BRAUN
ELECTRIC MIRRORS	STANDARD
HEATING	ELECTRIC HEATING
WINDOWS	TINTED
ROOF	WHITE COMPOSITE
BODY PANELS	YELLOW COMPOSITE
BRAKES BRAND & MODEL	MERITOR, WABCO
TIRE BRAND	BF GOODRICH OR EQUIVALENT
RUB RAILS	BLACK STEEL
DRIVER SEAT	GREY CLOTH - WITH - ARM REST
PASSENGER SEAT	39 in. - HIGH BACKS
CHILD CHECK MATE	STANDARD
CALIFORNIA TITLE 13 COMPLIANT	STANDARD
RADIO & 4 SPEAKERS	STANDARD

LION ELECTRIC

Customer Information



Date 3/24/2021
Quote No. RiverDeltaUSD_LionA_150mi_24+1_20210324

Customer	_____
Tax ID Number (TIN)	_____
California Number	_____
Client Bus Number(s)	_____

ACCOUNTS PAYABLE CONTACT INFORMATION

<input type="checkbox"/>	Please check box if same as quote contact
Name	_____
Phone	_____
Email	_____

WARRANTY CONTACT INFORMATION

<input type="checkbox"/>	Please check box if same as quote contact
Name	_____
Phone	_____
Email	_____

BILING ADDRESS INFORMATION

<input type="checkbox"/>	Please check box if same as quote address
Billing Address	_____
City, State, Zip	_____

SHIPPING ADDRESS INFORMATION

<input type="checkbox"/>	Please check box if same as quote address
Shipping Address	_____
City, State, Zip	_____



THE LION ELECTRIC CO.

QUOTE

LIOND



All-Electric School Bus

 **LION ELECTRIC**



Ken Gaston
River Delta USD Transportation Yard

Date : 3/24/21

Dear Ken Gaston:

The Lion Electric Co. - USA would like to thank River Delta USD Transportation Yard for the opportunity to present your school district with a quote for an all-electric school bus.

The Lion Electric Co. is North America's leading electric school bus manufacturer with over 200 electric buses delivered. Since its founding in 2008, the company's mission has been to develop safe, durable, integrated solutions while providing a healthy breathing environment for children and reducing our overall carbon footprint. Actively seeking new technologies affords Lion the opportunity to provide a number of features that are unique to the industry and specifically designed with the everyday user in mind. Some of these features include:

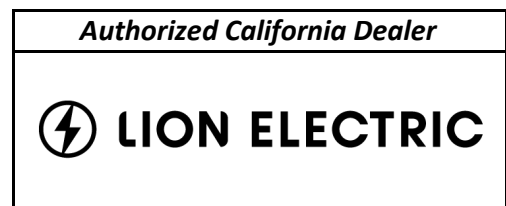
- *An 8 year battery warranty with best-in-class energy retention*
- ***LIOND** is the only all-electric school bus that is fully integrated by an Original Equipment Manufacturer (OEM)*
- *LION buses have been delivering kids to school since 2014 with a very high level of safety and reliability*
- *LION buses are the only all-electric bus that have over 4,000,000 on-the-road miles with a proven track record of service transporting students*

The Lion Electric Co. believes that transitioning to all-electric vehicles will lead to major improvements in our society, environment, and overall quality of life.

We look forward to partnering with River Delta USD Transportation Yard for the opportunity to deploy additional all-electric school buses in the foreseeable future.

Sincerely,

Pete Tuckerman
Sales Manager
The Lion Electric





CALIFORNIA LION EXPERIENCE CENTER
 4522 PARKER AVENUE, SUITE 350
 MCCLELLAN PARK, CA 95632

SOURCEWELL QUOTE
063020-LON



Quote No. RiverDeltaUSD_LionD_155mi_8
 3_2021.03.24
 Date 3/24/2021

CUSTOMER INFORMATION	
Customer Name	Ken Gaston
Company	River Delta USD Transportation Yard
Address	146 Magnolia Ave
City	Courtland
State	CA
ZIP	95615
Phone	707-374-1700
Email	kgaston@rdusd.org
Member Contract # (If Applicable)	84269

SALES MANAGER INFORMATION	
Name	Pete Tuckerman
Company	The Lion Electric Co - USA
Phone	(916) 342-8400
Email	Peter.Tuckerman@thelionelectric.com

Model	Range	Unit Price	Quantity	Total
2021 LION D	D9_AC	155 mi.	\$ 421,604.00	4 \$ 1,686,416.00
<i>Capacity / Pass.</i>		83		
<i>Options - Sub-Total (See Page 2)</i>			\$ 14,584.00	4 \$ 58,336.00
<i>OEM Factory Discount</i>			\$ (3,500.00)	4 \$ (14,000.00)
<i>Tax</i>		7.750%	\$ 33,804.57	4 \$ 135,218.28
<i>Subtotal with tax</i>			\$ 466,492.57	4 \$ 1,865,970.28
<i>Shipping</i>			\$ 8,500.00	4 \$ 34,000.00
<i>Total (Incl. tax and shipping)</i>			\$ 474,992.57	4 \$ 1,899,970.28
<i>DERA FUNDING</i>			\$ (60,000.00)	4 \$ (240,000.00)
<i>SMUD (PAID DIRECTLY TO VENDOR)</i>			\$ (15,000.00)	4 \$ (60,000.00)
<i>HVIP - (PAID DIRECTLY TO VENDOR)</i>			\$ (220,000.00)	4 \$ (880,000.00)
<i>SMAQMD (DISTRICT REIMBURSEMENT)</i>			\$ (180,000.00)	4 \$ (720,000.00)
SCHOOL DISTRICT PAYMENT TO VENDOR AFTER GRANT REIMBURSEMENT			\$0.00	4 \$0.00
			% of Total Cost:	0.00%

*Please note that all funding sources, purchase incentives and grants listed above are provisional only. The listed amounts are subject to change based on final award. Customer is financially responsible for any discrepancy after award amounts are finalized.

Approximate Delivery Date 180-240 Days After Receipt of PO*

*Delivery approximation subject to change due to pandemic restrictions

Customer Signature Indicating Acceptance of Quote: _____

Title/Position: _____

Date : _____

**Note : Price subject to change upon final P.O. acceptance*

Authorized California Dealer

This quote is valid for 90 days from quote date. Please refer to Payment Terms page for detailed payment terms.



Quote No. DeltaUSD_LionD_155mi_83_2021
 Date 3/24/2021

OPTIONS

Option	Quantity	Price
BUMPERS - BLUE	1	INCLUDED
WHEELS - BLUE	1	INCLUDED
CHARGE PORT - DC CCS AC - REAR ONLY	1	\$ 6,000.00
ACOUSTIC HEADLINER	1	\$ 995.00
DRIVER AIR SEAT	1	\$ 495.00
FOG LIGHTS	1	\$ 200.00
FIVE CAMERA SYSTEM	1	\$ 4,500.00
WHEELS - ALUMINUM (Indicate No. of requested wheels)	6	\$ 2,394.00

Options Total	\$ 14,584.00
----------------------	---------------------

NOTES

LION D - BASE SPECIFICATIONS

CALIFORNIA TITLE 13 COMPLIANT

GROSS VEHICLE WEIGHT RATING (GVWR)	36,200 lbs.
PASSENGER CAPACITY	83
WHEELBASE	252 in.
LENGTH	471 in.
OVERALL HEIGHT	120 in.
BODY WIDTH	102 in.
HEADROOM	78 in.
FRONT OVERHANG	90 in.
REAR OVERHANG	129 in.
CHARGE PORT	REAR (STANDARD)
SINGLE SPEED ELECTRIC MOTOR	UP TO 240 H.P. - 350 H.P. (230 kW) / 1200 - 1800 FT-LBS TORQUE
REGENARATIVE BRAKING SYSTEM	STANDARD
RANGE	155 mi.
HIGH VOLTAGE BATTERIES	LITHIUM-ION (NMC)
AC CHARGING	ON-BOARD 4
SOUND GENERATOR	STANDARD (0-20 MPH)
12 V BATTERIES	2 X 950 CCA
CONDENSER MODEL	CS-3
SIDE EVAPORATOR MODEL	EZ-5
REAR EVAPORATOR MODEL	EZ-91
DASH EVAPORATOR MODEL	ID-23
BRAKE SYSTEM	AIR BRAKES
FRONT & REAR TOW HOOKS	STANDARD
POLYETHYLENE STEPWELL	STANDARD
POLYETHYLENE BATTERY BOX, TRAY AND WHEELHOUSES	STANDARD
COMPOSITE ABS EXTERIOR BOW CAP	STANDARD
COMPOSITE ABS EXTERIOR BOW CAP	STANDARD
COMPOSITE ABS EXTERIOR BOW CAP	STANDARD
≡ SIZE AND RIM	12R22.5
XLES, FRONT	Hendrickson, Softek, 16K
ONBOARD TOUCHSCREEN (TELEMATICS, STATS AND DIAGNOSTICS)	STANDARD
SMART CHARGE	STANDARD
PREHEAT SETTING	STANDARD
CHARGING INDICATORS AS CLEARING LIGHTS	STANDARD
CHARGE READY PILOT LIGHT	STANDARD
ON/OFF MASTER DISCONNECT SWITCHES	STANDARD
CUP HOLDER	STANDARD
EXTERIOR LED LIGHTS	STANDARD
INTERIOR LED LIGHTS	STANDARD
ELECTRIC HORN	STANDARD
MIRRORS	REMOTE & HEATED
FLAPS	STANDARD
VISOR	ACRYLIC, ADJUSTABLE
STOP ARM	LED STOP ARM - FMVSS
REFLECTIVE MARKINGS	PER FMVSS / CA TITLE 13
SCHOOL BUS SIGNS	CA TITLE 13
FLOOR	PLYWOOD / BLACK FLOORING
HEATING	ELECTRIC HEATING
WINDOWS	TINTED
ROOF	WHITE COMPOSITE
BODY PANELS	YELLOW COMPOSITE
RUB RAILS	BLACK STEEL
BRAKES BRAND & MODEL	MERITOR, WABCO
TIRE BRAND	BF GOODRICH OR EQUIVALENT
WHEEL SIZE	22.5 X 9
DRIVER SEAT	GREY CLOTH - WITH - ARM REST
PASSENGER SEATS	39 in. - GREY - HIGH BACKS WITH 3-PTS BELTS
SEAT BRAND & MODEL	HSM
TRI-KIT	STANDARD
FIRST AID KIT	STANDARD
FIRE EXTINGUISHER	STANDARD
CHILD CHECK MATE	STANDARD
CALIFORNIA TITLE 13 COMPLIANT	STANDARD
CUP HOLDER	STANDARD
DRIVER JACKET HOOK	STANDARD
RADIO & 4 SPEAKERS	STANDARD

LION ELECTRIC

Customer Information



Date 3/24/2021
Quote No. RiverDeltaUSD_LionD_155mi_83_2021.03.24

Customer	_____
Tax ID Number (TIN)	_____
California Number	_____
Client Bus Number(s)	_____

ACCOUNTS PAYABLE CONTACT INFORMATION

<input type="checkbox"/>	Please check box if same as quote contact
Name	_____
Phone	_____
Email	_____

WARRANTY CONTACT INFORMATION

<input type="checkbox"/>	Please check box if same as quote contact
Name	_____
Phone	_____
Email	_____

BILING ADDRESS INFORMATION

<input type="checkbox"/>	Please check box if same as quote address
Billing Address	_____
City, State, Zip	_____

SHIPPING ADDRESS INFORMATION

<input type="checkbox"/>	Please check box if same as quote address
City, State, Zip	_____
City, State, Zip	_____
City, State, Zip	_____

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 11, 2021

Attachments: X

From: Tom Anderson, Director of Special Education

Item Number: 20

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

SUBJECT:

Request to Approve the Job Description Social, Emotional, and Academic Development (SEAD) Coordinator.

BACKGROUND:

The Board and district staff have identified the social-emotional well-being of RDUSD students to be of primary importance as we return to school. Mental health and social-emotional wellness continue to be a focus for RDUSD. As we receive targeted funding in this area, add staff and programming, coordination is key. The Social-Emotional and Academic Coordinator will work with counselors, school psychologists, nurses, administrators, teachers and other staff to integrate social-emotional learning into daily instruction and ensure mental health and other supports are present, appropriate and accessible district wide.

STATUS:

The district intends to use CARES Act funding to post this position for the 2021-2022 school year once approved by the Board.

PRESENTER:

Tom Anderson, Director of Special Education

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

CARES Act Funds

RECOMMENDATION:

That the Board approves the Job Description Social, Emotional, and Academic Development (SEAD) Coordinator.

Time allocated: 4 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT

SOCIAL, EMOTIONAL, AND ACADEMIC DEVELOPMENT (SEAD) COORDINATOR

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION

Under the general direction of the Director of Special Education and Chief Educational Services Officer, Coordinator will assist in the development, expansion, and coordination to support successful SEL implementation District-wide for Preschool-Adult Education, Special Education, and Alternative Education students.

SUPERVISION

Receives general direction from the Director of Special Education and Chief Educational Services Officer.

ESSENTIAL AND MARGINAL FUNCTION STATEMENTS--*Essential and other important responsibilities and duties may include, but are not limited to, the following:*

Essential Functions:

1. Work closely with administration and school staff to maintain and build upon current Positive Behavioral Interventions and Supports (PBIS) and Restorative Practice efforts and advance the District's vision for positive behavior support and improved social behavior outcomes for all students.
2. Assist school sites in assessing current practices and policies for consistency with prevention objectives aligned to healthy child development principles.
3. Participate in committees related to attendance, dropout prevention, and recovery of students.

RIVER DELTA UNIFIED SCHOOL DISTRICT
Social, Emotional, and Academic Development (SEAD) Coordinator

Essential Functions:

4. Collaborate with school leadership and District personnel in the development of incentive programs for increasing student attendance.
5. Contribute to and help coordinate programs designed to facilitate the re-entry of students who have dropped out of the educational system, and those who are at-risk for school failure due to academic, social, or behavioral issues.
6. Coordinate the process of identification of students with social, emotional, and academic problems which tend to interfere with satisfactory school adjustment to assist students to stay in school on target to graduate and demonstrate the character and competencies for workplace success.
7. Coordinate the provision of annual training to all staff on the prevention, intervention, and response to bullying, discrimination, and otherwise mean-spirited behavior in school.
8. Work in closely coordinated efforts with members of school guidance teams including teachers, counselors, administrators, nurses, mental health specialist, behaviorists, and psychologists.
9. Plan, coordinate and act as primary point of contact for district-wide crisis intervention, both for systematic planning purposes and in-the-moment crisis situations regarding student and/or staff mental health.
10. Coordinate prevention, intervention, and response to youth suicide and self-harm.
11. As part of a team, design, coordinate, and deliver professional learning related to mental health issues and services to members of the educational team, parents, and student.
12. Work with Special Education and General Education on the adaptation of the school environment to meet the educational needs of students.
13. Foster a climate of ownership of all students and promote and support inclusive education at all schools.
14. Provide training and support on facilitating communicative and social interactions with peers with and without disabilities.

RIVER DELTA UNIFIED SCHOOL DISTRICT

Social, Emotional, and Academic Development (SEAD) Coordinator (Continued)

15. Interview, assign, supervise, evaluate and coordinate the initial and on-going training as needed for classified and certificated staff including Instructional Aides, Behavior Support Staff, and Mental Health/Counseling Staff.
16. Provide expertise on inclusion and collaborate and consult with special education teachers, general education teachers, Instructional Aides, Mental/Counseling Staff, and Behavior Support personnel, regarding curriculum modifications and accommodations for students with disabilities, and implementation of positive behavior supports.
17. Design and implement professional workshops and in-services using research-based learning experiences that cultivate core social and emotional competencies to support the SEL curriculum.
18. Present SEL lessons to whole classes and small groups of students in accordance with the curriculum identified by the District.
19. Collaborate with the Director of Special Education to provide SEL and Equity education and workshops for parents and the community.
20. Collaborate with the District's Curriculum and Instruction team to build knowledge and capacity of staff and schools to organize systemic, District-wide, high quality implementation of SEL and Equity programs and approaches to ensure that teacher classroom approaches are reflective of best practices around SEL and Equity.

QUALIFICATIONS

Knowledge of:

California Education Code

California's SEL Guiding Principles

Educational equity

SEL research, evaluation, strategies, theories, techniques, and methods of instruction

RIVER DELTA UNIFIED SCHOOL DISTRICT

Social, Emotional, and Academic Development (SEAD) Coordinator (Continued)

Education Code, District policies, District goals, District procedures, state and federal regulations related to special education including the ability to interpret and apply rules, regulations, and standards to public school leadership and communication styles to address and meet the needs of various school and community stakeholders

Personnel practices and interpersonal relations

Ability to:

Manage, direct and coordinate the work of lower level staff

Recommend and implement goals and objectives for providing various intervention programs and activities

Interpret and explain District policies and procedures

Planning and organizational techniques

Communicate clearly and concisely, both orally and in writing

Maintain physical condition appropriate to the performance of assigned duties and responsibilities

Maintain effective audio-visual discrimination and perception needed for successful job performance

Maintain effective mental capacity which allows for effective interaction and communication with others

DISTINGUISHING CHARACTERISTICS:

Work with changing priorities, regulations, and deadlines

Analyze situations accurately and recommend necessary actions

Perform essential job functions and job task requirements

Be an effective team mentor

Implement District-wide programs and systems

Demonstrate skills collaborating with teachers and administrators

RIVER DELTA UNIFIED SCHOOL DISTRICT

Social, Emotional, and Academic Development (SEAD) Coordinator (Continued)

Experience and Training Guidelines:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

A minimum of 3 years of relevant professional experience, preferred experience in classroom teaching, evaluation, research, organizational structures and systems, strategic planning, change management, building capacity of adults, leadership development, and coaching; experience in educational counseling, developing school culture and climate, and developing social emotional skills.

License or Credential:

Possession of a California Administrative Credential; possession of a valid California Teaching Credential or California Pupil Services Credential.

PHYSICAL REQUIREMENTS:

Physical abilities include the usual and customary methods of performing the job's functions and require the following physical demands: occasional lifting, carrying, pushing and/or pulling; some climbing and balancing, some stooping, kneeling, crouching; reaching, handling, touching and/or feeling; manual dexterity to operate a telephone and enter data into a computer.

Significant physical abilities include ability to sit at a desk, conference table, or in meetings of various configurations for extended periods of time; see and read, with or without visual aids, laws and codes, rules, policies and other printer matter, computer screens and printouts; hear and understand speech at normal room levels and hear and understand speech on the telephone; speak in audible tones so that others may understand clearly in normal conversations.

RIVER DELTA UNIFIED SCHOOL DISTRICT

Social, Emotional, and Academic Development (SEAD) Coordinator (Continued)

WORK ENVIRONMENT:

The work environment characteristics described are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

Employees in this position will be required to work indoors in a standard office environment and come in direct contact with district staff and the public.

Administrative Salary Schedule
Same Column as Psychologists
& Social Worker (199 Days)