

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:

December 14, 2021

Rio Vista High School ♦ 410 South 4th Street, Rio Vista, CA

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

REGULAR MEETING AGENDA

1. Call the Open Session to Order (@ 5:30 p.m.)
2. Roll Call
3. Conduct Reorganizational Duties Including the Election of Officers for 2022 and Elect the President, Vice President and Clerk Positions as well as the SCOE Board Representative – Katherine Wright, Superintendent

President _____ Vice President _____ Clerk _____ SCOE Rep. _____

Motioned: _____ Second: _____

Roll Call Vote:

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

- 3.1 Review Closed Session Agenda (see attached agenda)
- 3.2 Announce Closed Session Agenda
- 3.3 Public Comment on Closed Session Agenda Items Only
4. Approve Closed Session Agenda and Adjourn to the **Closed Session** (@5:35 p.m.)
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____ Time: _____
5. Reconvene to Open Session (@ approx. 6:30 p.m.) Time: _____
 - 5.1 Retake Roll Call
Member Mahoney ___; Member Riley ___; Member Casillas ___;
Member Lamera ___; Member Apel ___; Member Jelly ___; Member Stone ___
 - 5.2 Pledge of Allegiance
6. Report of Action taken, if any, during the Closed Session (Government Code Section 54957.1) – Board President
7. Review and Approve the **Open Session** Agenda
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____

8. Public Comment: **Anyone may address the Board at this time regarding any subject that is within the Board's subject-matter jurisdiction which is not on this night's agenda** [Government Code Section 54954.3 and Education Code Sections 35145.5 and 72121.5]. **However, please hold your comments on a specific item listed until it is brought up for discussion. To address the Board, please complete a Speaker Card and hand it to the Recording Secretary Jennifer Gaston. When you have been called on, please step up to the podium and state your name. However, understand the Board may not take action on any item which is not listed on this agenda (except as authorized by Government Code Section 54954.2). (BB9323) Individual speakers shall be allowed three minutes to address the Board on any non-agendized item. The Board shall limit the total time for public presentation and input on all items to a maximum of 20 minutes.** With Board consent, the Board President may increase or decrease the time allowed for public comment, depending on the topic and the number of persons wishing to be heard and the overall length of the agenda. The Board President may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. (BB 9323) Anyone may appear

at the Board meeting to testify in support of, or in opposition to, any item on this agenda being presented to the Board for consideration. {If you wish to have an item placed on the agenda for discussion and/or action by the Board, you must notify the Board Secretary/Superintendent in writing no later than ten working days prior to a regularly scheduled Board meeting requesting permission. After the Superintendent's Cabinet has met, you will be notified of their decision.} **If you have a comment or complaint regarding a specific employee, please refrain from making a public comment and contact the employee's supervisor for resolution.**

9. **Reports, Presentations, Information**

- 9.1 Board Member(s) and Superintendent Report(s) and/or Presentation(s) –
 - 9.1.1 Board Members' report(s)
 - 9.1.2 Committee report(s)
 - 9.1.2.1 2 X 2 Committee
 - 9.1.2.2 Trustee Area Redistricting Committee
 - 9.1.3 Superintendent Wright's report(s)
 - 9.1.3.1 Recognition of River Delta Unified School District's 2021-2022 Teacher of the Year, Julie Griffin – Katherine Wright, Superintendent
- 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 – Tammy Busch, Chief Business Officer; Ken Gaston, Directors of MOT
 - 9.2.1 Business Services' Report – Tammy Busch, Chief Business Officer
 - 9.2.1.1 ADA/Enrollment Report – Tammy Busch, Chief Business Officer
 - 9.2.1.2 Monthly Financial Report – Tammy Busch, Chief Business Officer
 - 9.2.1.3 Developer Fee Report – Tammy Busch, Chief Business Officer
 - 9.2.2 Maintenance, Operations & Transportation Update, Ken Gaston, Director of MOT
- 9.3 Education Services' Reports and/or Presentation(s) - Nicole Latimer, Chief Educational Services Officer and Jamie Quirino Bautista, Director of Special Education
 - 9.3.1 Educational Services Update – Nicole Latimer, Chief Educational Services Officer
 - 9.3.2 Special Education Update – Jamie Quirino Bautista, Director of Special Education
- 9.4 River Delta Unified Teacher's Association (RDUTA) Update – Alyson Stiles, RDUTA President
- 9.5 California State Employees Association (CSEA) Delta Chapter #319 Update – Melinda Barkman, CSEA President
- 9.6 Hold a Public Hearing to “Sunshine” the River Delta Unified School District's Negotiation Proposals to the CSEA Delta Chapter #319 for 2021-2022 – Katherine Wright, Superintendent

Open Public Hearing ____pm Public Comments: Close Public Hearing: ____
- 9.7 Hold a Public Hearing to “Sunshine” the California State Employees Association (CSEA) Delta Chapter #319 Negotiation Proposals to the River Delta Unified School District for 2021-2022 – Melinda Barkman, CSEA President

Open Public Hearing ____pm Public Comments: Close Public Hearing: ____
- 9.8 Hold a Public Hearing to Receive Comments from Stakeholders as a Condition of Receiving Funds for the Educator Effectiveness Block Grant– Tammy Busch, Chief Business Officer

Open Public Hearing ____pm Public Comments: Close Public Hearing: ____
- 9.9 Hold a Public Hearing to Receive Comments from Stakeholders Regarding the Proposed Trustee Area Redistricting Map Using 2020 Census Data – Katherine Wright, Superintendent

Open Public Hearing ____pm Public Comments: Close Public Hearing: ____
- 9.10 Sacramento County Superintendents' Response to The Honorable Russell Hom, Presiding Judge of the Sacramento County Superior Court Regarding the Requirement for COVID-19 Vaccination for Eligible Sacramento County K-12 School Districts – Katherine Wright, Superintendent

10. **Consent Calendar**

- 10.1 Approve Board Minutes
Regular Meeting of the Board, November 9, 2021
- 10.2 Receive and Approve Monthly Personnel Reports
As of December 14, 2021
- 10.3 District's Monthly Expenditure Report
November 2021
- 10.4 Request to Approve the Additional Cost of \$50,000 to the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest) for the 2021-2022 school year – Jamie Quirino Bautista, Director of Special Education
- 10.5 Request to Approve the Service Agreement with Language People, Inc. to Provide Interpreting Services for the Special Education Department for the 2021-2022 School Year, at a cost not to exceed \$5,000, Special Education Funds – Jamie Quirino Bautista, Director of Special Education
- 10.6 Request to Approve the Contract with Schoolloop to Update the Design of the Homepage of the River Delta Unified School District's website Including the Addition of Customized Navigation with Mega Menus – Nicole Latimer, Chief Educational Services Officer
- 10.7 Request to Declare Non-Operational Technology Equipment as Surplus and Deem its Value as Zero at Riverview Middle School– Marci Rossi, Principal
- 10.8 Request to Approve the Memorandum of Understanding (MOU) with Yolo County Office of Education to provide "Node Site" Hosting and with Connection to Corporation for Education Network Initiatives in California (CENIC) K12 High Speed Network at Delta High School – Tammy Busch, Chief Business Officer
- 10.9 Request to Acknowledge and Approve the Application for the California Department of Education Competitive Grant for Cafeteria Improvements "2021 Equipment Assistance Grant" – Tammy Busch, Chief Business Officer
- 10.10 Request to Approve the Out-of-state travel for Alyson Stiles, Riverview Leadership Teacher, to Attend the Association of Director's of Activities (CADA) Annual State Conference in Reno, Nevada from March 2-5, 2022 – Marcy Rossi, Principal
- 10.11 Donations to Receive and Acknowledge:
 - River Delta Unified School District – Dental Supplies for Fire Victims**
Vera Sunada D.D.S
 - River Delta Unified School District – Gift Cards for Fire Victims (Students)**
Interact Club from Rio Vista Rotary - \$3,100
 - Delta High School – Homecoming Dance refreshments**
Rosemarie Varner - \$193.25
 - Rio Vista High School – In memory of Lou and Joe Camacho**
Karen Spengler

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

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

- 11. Complete The Reorganizational Duties (under the provisions of Ed Code 35143 and 50171) by Setting and Approving a Schedule of Regular Board Meetings for Calendar Year 2022 - Katherine Wright, Superintendent

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

- 12. Request the Approval of the First Interim Financial Report for 2021-2022 – Tammy Busch, Chief Business Officer

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

13. Request to Approve the Second and Final Reading and Adoption of the Updated or New Board Policies, Administrative Regulations or Exhibits Due to New Legislation or Mandated Language and Citations Revisions as of September 2021, as well as Title IX Policies and Regulations – Katherine Wright, Superintendent and Tammy Busch, Chief Business Officer and Title IX Coordinator
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
14. Request to Approve the Purchase of a New Kubota L47 Tractor/Loader/Backhoe from Dolk Tractor Company at a cost not to exceed \$52,447.63, Maintenance Funds – Ken Gaston, Director of MOT
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
15. Request to “Sunshine” River Delta Unified School District’s Initial Negotiation Proposals to the CSEA Delta Chapter #319 for 2021-2022 – Katherine Wright, Superintendent
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
16. Request to Acknowledge the “Sunshined” California State Employees Association (CSEA) Delta Chapter #319 Negotiation Proposals to the River Delta Unified School District for 2021-2022 – Melinda Barkman, CSEA President and Katherine Wright, Superintendent
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
17. Request to Approved the River Delta Unified School District’s Administrative Salary Schedule – Katherine Wright, Superintendent
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
18. Request to Approve the Agreement with Crowe LLP to Provide the Audit and Financial Statements for Measure J and Measure K General Obligation Bonds for June 30, 2021 and June 30, 2022 – Tammy Busch, Chief Business Officer
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
19. Request to Approve the Districtwide School Calendars for the 2022-2023 and 2023-2024 School Years – Katherine Wright, Superintendent
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
20. Re-Adjourn to continue Closed Session, if needed
21. Report of Action taken, if any, during continued Closed Session (Government Code Section 54957.1) - Board President
22. Adjournment
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____ Abstentions: _____ Time: _____

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TRANSLATION SERVICES: Available in Spanish at the Board meeting upon request. Contact the Superintendent's Office at (707) 374-1711 at least 24 hours prior to the meeting to request translation services.

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

AFFIDAVIT OF NOTICING AND POSTING:

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

December 14, 2021

Rio Vista High School ♦ 410 South 4th Street, Rio Vista, CA

CLOSED SESSION

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

A Closed Session will be held beginning at 5:35 p.m. on December 14, 2021, at the Rio Vista High School, Rio Vista, California (which is prior to the full Open Session). Any formal action taken by the Board will be reported in the Open Session of this regular meeting of the Board of Trustees [Government Code Section 54957.1]. As needed, this Closed Session may be reconvened following the full Open Session. Any formal action taken by the Board will be reported in Open Session prior to adjournment.

4. CLOSED SESSION

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

4.2 **Possible or Pending Litigation** [Government Code 54956.9(a)(b)(c)]
Following Conference with Legal Counsel Following Conference with Legal Counsel
(Parker & Covert, LLC; Girard, Edwards, Stevens & Tucker LLP; Burke, Williams & Sorensen, LLP) – Pending or Anticipated Litigation/Potential Case(s) Update(s)

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

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

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

Public Employee(s) Evaluation:

4.3.1 Superintendent

4.3.2 Certificated

4.3.3 Classified

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

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

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

4.3.6.1 RDUTA

4.3.6.2 CSEA

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

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

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: December 14, 2021

Attachments: X_____

From: Katherine Wright, Superintendent

Item Number: 3_____

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

SUBJECT:

The Board is to Conduct Reorganizational Duties Including the Election of Officers for 2022

BACKGROUND:

Under the provisions of Ed Code 35143 and 50171, the Board must conduct reorganizational duties including the Election of Officers for 2022.

The Board must elect the President, Vice President and Clerk positions as well as the SCOE Board representative. Immediately following the Election of the Officers, the new/returning officers will be seated to conduct their duties for the balance of the meeting.

STATUS:

2021 Board of Trustee Officers:

President: Jennifer Stone

Vice President: Dan Mahoney

Clerk: Marilyn Riley

SCOE Representative: Marcial Lamera

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

None

RECOMMENDATION:

That the Board selects a slate of officers and approve their election service through the 2022 calendar year.

Time allocated: 3 minutes

CERTIFICATE OF ELECTION
OF
BOARD PRESIDENT, CLERK, AND BOARD REPRESENTATIVE

INSTRUCTIONS: *Please complete and forward this certificate to the County Superintendent of Schools immediately following your annual organizational meeting, which must be held between December 10 and December 24, 2021.*

It is hereby certified that at the annual organizational meeting of the governing board of the _____ River Delta Unified School District, held _____ December 14, 2021, the following officers and representatives were elected:

PRESIDENT: _____

Address: _____

CLERK: _____

Address: _____

BOARD REPRESENTATIVE: _____

Address: _____

Submitted by: _____

Title: _____

Return to: **Wende Watson**
Sacramento County Office of Education
P.O. Box 269003
Sacramento, CA 95826-9003

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: December 14, 2021

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 9.1.2.2 & 9.9

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

SUBJECT:

Committee Report and Public Hearing to Receive Comments from Stakeholders Regarding the Proposed Trustee Area Redistricting Map Using 2020 Census Data

BACKGROUND:

At the November 9, 2020 Board meeting, the 2020 census data was presented to the Board of Trustees with an explanation of the determining factors for redistricting. It has been determined that the current population range of the Trustee Areas is greater than the allowable 10%. Therefore, the Board of Trustees is mandated to create a redistricting plan by adjusting the Trustee Area boundaries. During this discussion a redistricting committee was established. The committee members are: Member Lamera, Member Jelly, Superintendent Wright and Jennifer Gaston, Executive Assistant for the Superintendent.

The committee has met with Steve Demers, a GIS Analyst from the Department of Technology for Sacramento County on two separate occasions. During these committee meetings, discussions took place regarding the processes of creating a redistricting plan for the District. A plan was created, reviewed and revised to equalize the population ranges in the Trustee Areas to fall within the allowable 10% variance.

The committee has requested input for Commission Fernandez, from California Citizens Redistricting Commission. Ms. Fernandez is well acquainted with the District as she is a former President of the River Delta Unified School District Board of Trustees.

STATUS:

The Board must complete the redistricting process in February 2022. The final redistricting map will be presented to the Board for approval at the January 2022 meeting if no additional revisions are needed. The Committee is requesting the Board hold a Public Hearing to give stakeholders the opportunity to review the proposed map and provide additional input.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Jennifer Gaston, Recorder

COST AND FUNDING SOURCES:

No cost to the District to hold a Public Hearing

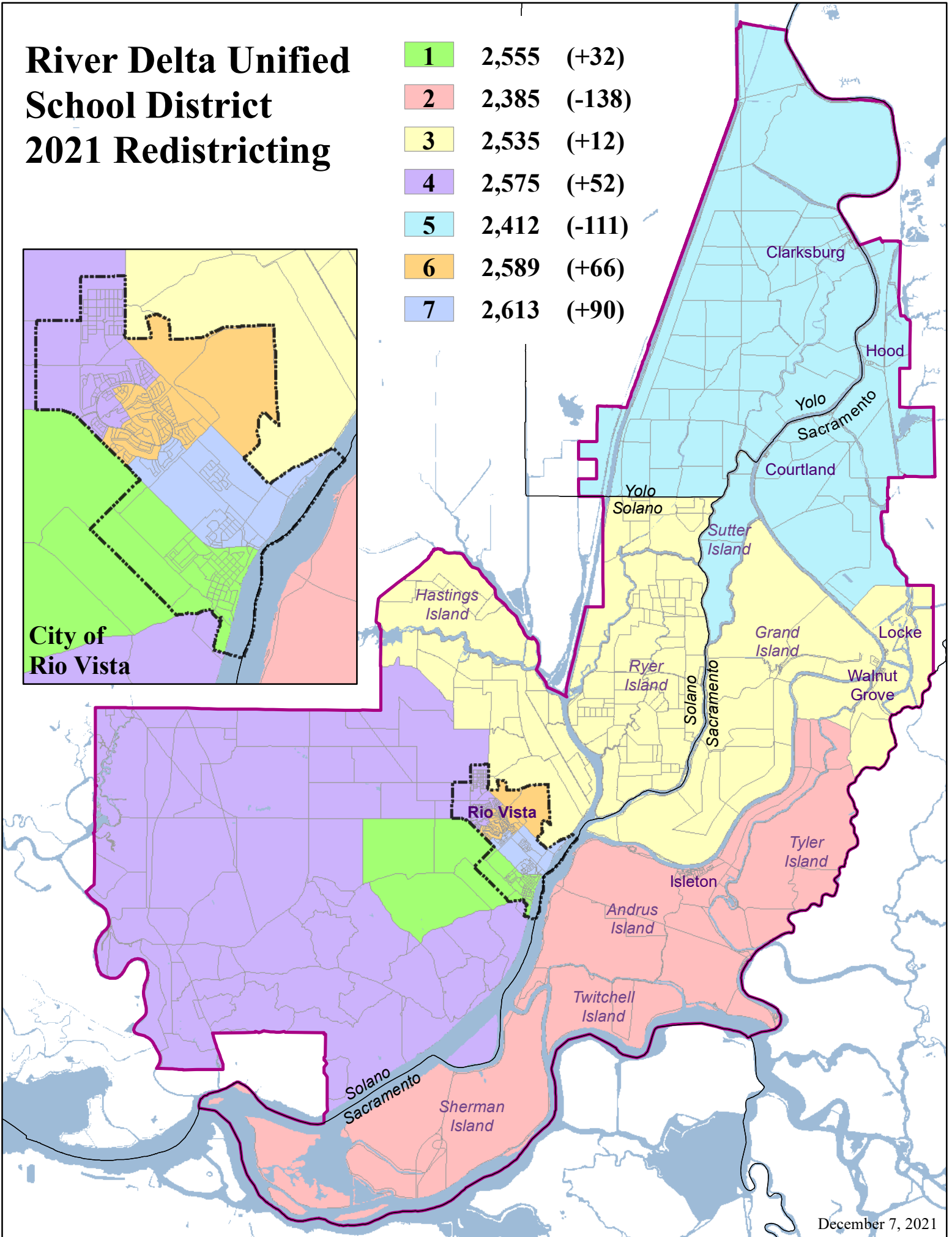
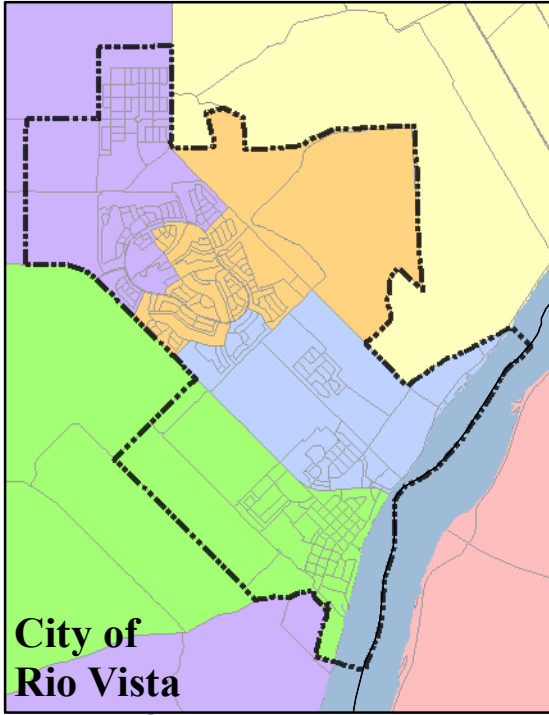
RECOMMENDATION:

That the Board holds a Public Hearing to allow its stakeholders an opportunity to provide input on the proposed Board of Trustee boundary areas

Time allocated: 5-10 minutes

River Delta Unified School District 2021 Redistricting

1	2,555	(+32)
2	2,385	(-138)
3	2,535	(+12)
4	2,575	(+52)
5	2,412	(-111)
6	2,589	(+66)
7	2,613	(+90)



BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: December 14, 2021

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 9.1.3.1

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

SUBJECT:

Recognition of River Delta Unified School District's 2020 Teacher of the Year, Julie Griffin

BACKGROUND:

Each year a certificated teacher for the River Delta Unified School District is selected to represent RDUSD as the Teacher of the Year, and, therefore, nominated for County Teacher of the Year through Sacramento County Office of Education.

STATUS:

For the 2020-2021 school year, Julie Griffin, a teacher at Rio Vista High School, has been chosen to be honored as River Delta Unified School District's Teacher of the Year.

Mrs. Julie Griffin was hired at Rio Vista High School as the teacher of the Digital Media Pathway under Career Technical Education (CTE) program. Only one short month into teaching two sections of graphic design to her students, she agreed to teach an additional section of Digital Publishing. Mrs. Griffin teaches Graphic Arts I, II, & III, which produces industry level projects and are articulated with Delta Community College, which means that any student who completes the Digital Imaging Pathway receives six college units when they graduate from Rio Vista High School. Her Digital Publishing class produces the school newspaper and yearbook, which she received two Gallery of Excellence awards for. Additionally, when Radio Rio was in danger of being dissolved, Mrs. Griffin agreed to manage the program and provide an opportunity for the RVHS students to continue participating in the broadcasting program.

Student projects from Mrs. Griffin's class are displayed in the foyer.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board recognizes and honors Julie Griffin as River Delta Unified School District's 2021-22 Teacher of the Year

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: December 14, 2021

Attachments: x

From: Tammy Busch, Chief Business Officer

Item Number: 9.2.1.1

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

SUBJECT: Monthly Enrollment and ADA Report (**DECEMBER MONTH 4**)

BACKGROUND: Each month district staff compiles attendance and enrollment data for all school sites. The attached summary shows enrollment and ADA for 2019-2020 compared to current year 2021-2022.

STATUS: District-wide enrollment **decreased by 96** students compared to the same month of school year 2019-20, decreasing from 1,963 to 1,867 (does not include Adult Ed), due to COVID-19 enrollment ADA is compared to 2019-20.

District-wide enrollment **increased by 19 students** compared to **last month (October)**.
(Does not include Adult Ed)

District-wide attendance **increased 28 ADA** compared to **last month (October)**,
1,645 to 1,673. (Does not include Adult Ed)

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

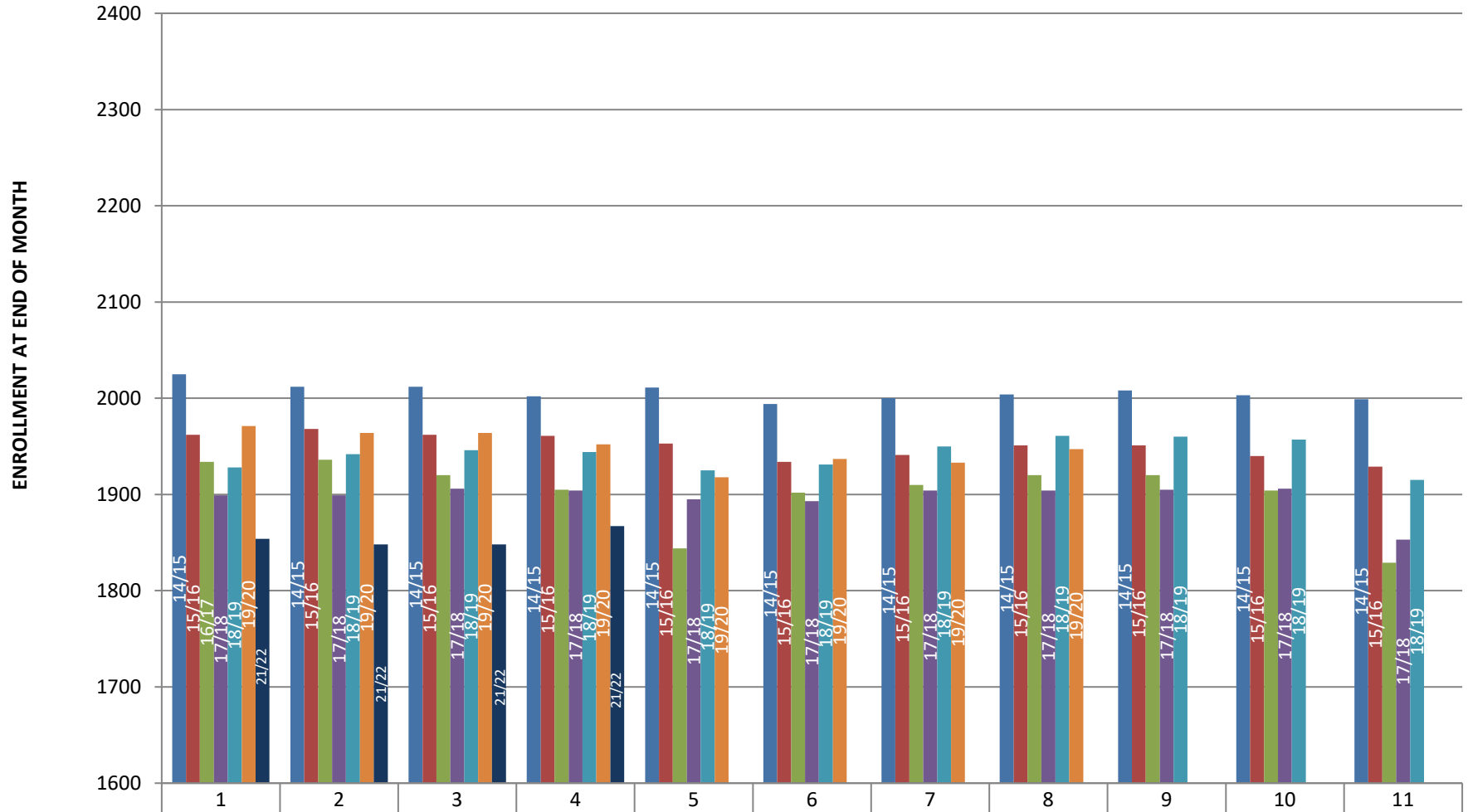
RECOMMENDATION:

That the Board receives the information presented

Time allocated: 3 minutes

SITE		AUG	AUG	% of ADA		SEPT	SEPT	Incr/Decr From Pr Month	% of ADA	OCT	OCT	Incr/Decr From Pr Month	% of ADA	NOV	NOV	Incr/Decr From Pr Month	% of ADA
		19-20	21-22			19-20	21-22			19-20	21-22			19-20	21-22		
BATES	ENR	118	89	95.5%		123	90	1	93.3%	123	90	0	91.1%	123	88	-2	94.3%
	ADA	116	85			121	84			120	82			120	83		
CLARKSBURG (7th & 8th Gr)	ENR	176	151	92.1%		177	149	-2	94.6%	177	150	1	91.3%	178	149	-1	94.0%
	ADA	170	139			172	141			172	137			169	140		
ISLETON	ENR	155	161	86.3%		158	159	-2	93.1%	156	158	-1	88.0%	153	157	-1	93.6%
	ADA	150	139			150	148			151	139			146	147		
RIVERVIEW	ENR	256	193	87.0%		253	189	-4	90.5%	253	184	-5	90.8%	253	187	3	90.4%
	ADA	246	168			244	171			242	167			243	169		
WALNUT GROVE	ENR	176	167	89.2%		172	167	0	91.6%	174	171	4	87.1%	176	167	-4	89.8%
	ADA	167	149			167	153			166	149			167	150		
D.H. WHITE	ENR	350	393	86.5%		346	385	-8	91.4%	345	383	-2	88.8%	337	383	0	88.8%
	ADA	330	340			330	352			328	340			327	340		
ELEMENTARY SUB TOTAL	ENR	1,231	1,154			1,229	1,139	-15		1,228	1,136	-3		1,220	1,131	-5	
	ADA	1,179	1,020			1,184	1,049			1,179	1,014			1,172	1,029		
CLARKSBURG (9th Grade)	ENR	96	76	96.1%		95	76	0	94.7%	94	77	1	90.9%	94	78	1	92.3%
	ADA	94	73			92	72			92	70			90	72		
DELTA HIGH	ENR	209	217	94.5%		207	215	-2	94.0%	207	214	-1	92.1%	206	214	0	94.4%
	ADA	205	205			200	202			198	197			193	202		
RIO VISTA HIGH	ENR	409	381	90.6%		402	380	-1	90.3%	405	379	-1	89.7%	396	379	0	90.0%
	ADA	392	345			381	343			383	340			375	341		
HIGH SCHOOL SUB TOTAL	ENR	714	674			704	671	-3		706	670	-1		696	671	1	
	ADA	691	623			673	617			673	607			658	615		
Mokelumne High (Continuation)	ENR	17	4			18	4	0		15	4	0		16	4	0	
	ADA	12	2			13	2			11	1			9	2		
River Delta High/Elem (Alternative)	ENR	7	22			9	34	12		11	38	4		15	37	-1	
	ADA	8	11			8	19			10	23			11	27		
Community Day	ENR	2	0			4	0	0		4	0	0		5	0	0	
	ADA	2	0			2	0			3	0			3	0		
TOTAL K-12 LCFF Funded	ENR	1,971	1,854			1,964	1,848	-6		1,964	1,848	0		1,952	1,843	-5	
	ADA	1,892	1,656			1,880	1,687			1,876	1,645			1,853	1,673		
Wind River- Adult Ed	ENR	0	0			6	0	0		9	0	0		11	24	24	
TOTAL DISTRICT	ENR	1,971	1,854			1,970	1,848	-6		1,973	1,848	0		1,963	1,867	19	

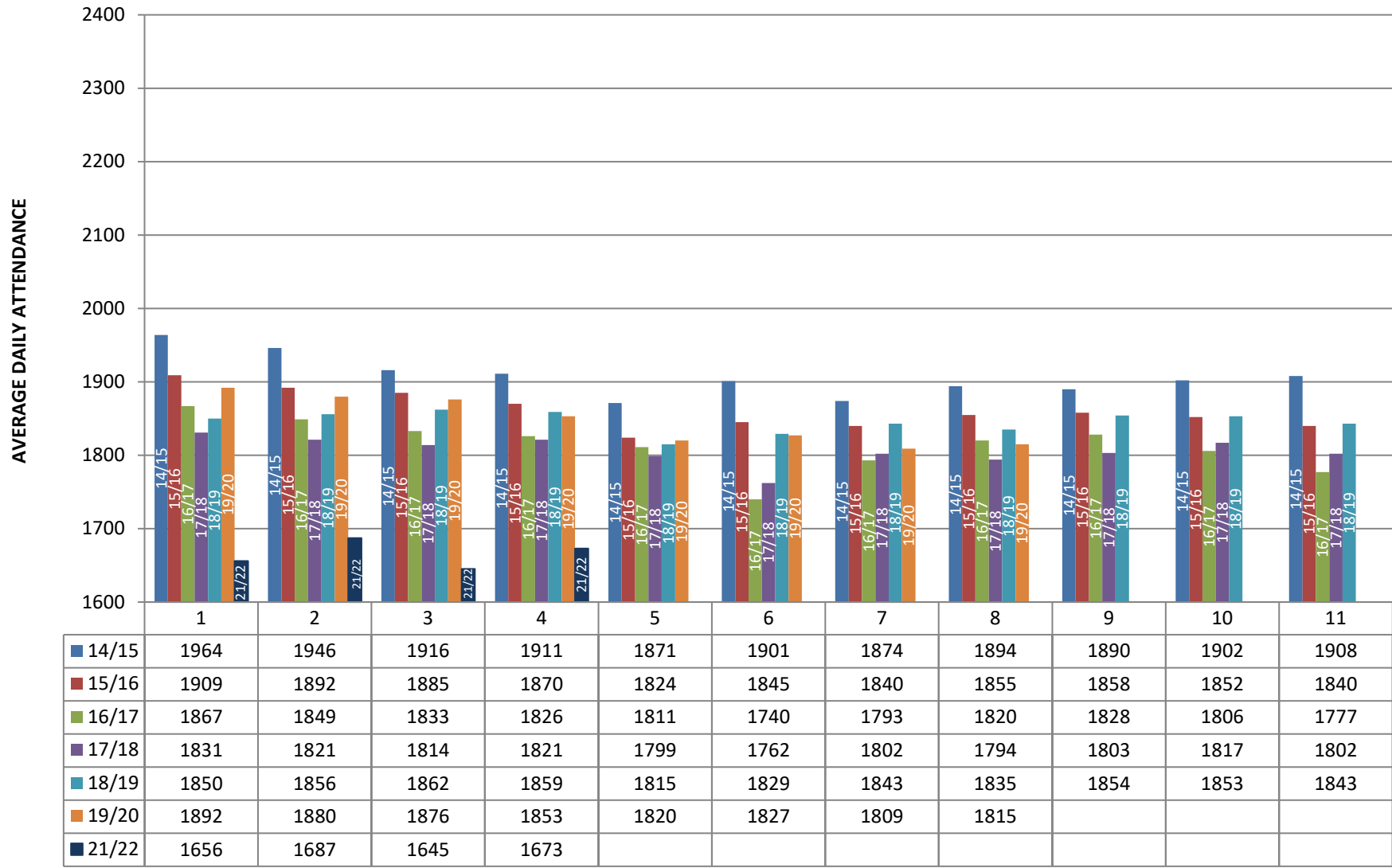
ENROLLMENT



	1	2	3	4	5	6	7	8	9	10	11
14/15	2025	2012	2012	2002	2011	1994	2000	2004	2008	2003	1999
15/16	1962	1968	1962	1961	1953	1934	1941	1951	1951	1940	1929
16/17	1934	1936	1920	1905	1844	1902	1910	1920	1920	1904	1829
17/18	1899	1899	1906	1904	1895	1893	1904	1904	1905	1906	1853
18/19	1928	1942	1946	1944	1925	1931	1950	1961	1960	1957	1915
19/20	1971	1964	1964	1952	1918	1937	1933	1947			
21/22	1854	1848	1848	1867							

SCHOOL MONTH

ACTUAL ATTENDANCE



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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: December 14, 2021

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 9.2.1.2

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

SUBJECT:

Monthly Financial Report

BACKGROUND:

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

This report does not include any encumbered expenditures.

STATUS:

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: NOT APPLICABLE

RECOMMENDATION:

That the Board receives the Monthly Financial report as submitted

Time allocated: 2 minutes

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

Working Budget						Actuals thru: 11/30/2021					
	Beginning Balance (A)	Net Income/ Contributions in (B)	Expense/ Contributions out (C)	Ending Balance (D)	YTD Income (E)	YTD Paid to Delta Charter (F)	YTD Net Revenue (G)	Percentage Received (H)	YTD Expense (I)	Percentage Spent (J)	
								(G/B=H)		(I/C=J)	
General Fund:											
	(01) ESTIMATED										
Unrestricted	5,132,049	17,588,167	16,418,721	6,301,495	5,898,133	721,135	5,176,998	29.43%	6,038,622	36.78%	
Restricted	1,349,919	11,184,097	11,432,385	1,101,631	1,638,017		1,638,017	14.65%	2,608,446	22.82%	
Combined	6,481,968	28,772,264	27,851,106	7,403,126	7,536,150	721,135	7,536,150	26.19%	8,647,068	31.05%	
Other Funds											
Adult Ed. (11)	17,623	106,165	106,165	17,623	30,324		30,324	28.56%	11,492	10.82%	
Child Development (12)	930	292,102	292,102	930	126,887		126,887	43.44%	127,231	43.56%	
Cafeteria (13)	28,945	1,005,750	1,005,750	28,945	255,255		255,255	25.38%	282,507	28.09%	
Sp. Res-Other than Cap. Outlay (17)	40,992	400	-	41,392	111		111	27.75%	-	0.00%	
Bond Fund (21)	88,937	34,656	-	123,593	11,123		11,123	32.10%	-	0.00%	
Bond Fund- Measure J (22)	15,205,731	3	-	15,205,734	-		-	0.00%	113,091	0.00%	
Bond Fund - Measure K (23)	4,801,187	6	-	4,801,193	-		-	0.00%	40,100	0.00%	
Developer Fees (25)	910,998	318,371	-	1,229,369	73,066		73,066	22.95%	233,177		
County School Facilities (35)	3,396	(30)	-	3,366	9		9	-30.00%	-	0.00%	
Capital Projects (49)	229,650	6,100	-	235,750	269		269	4.41%	19,016		

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: December 14, 2021

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 9.2.1.3

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

SUBJECT:

Present the Annual Developer Account Report Pursuant to Government Code Sections 6606 (b) to the Public and the Board of Trustees of the River Delta Unified School District.

BACKGROUND:

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

STATUS:

The Developer Fee Accounting Report has been prepared and is being presented to the Board and public as information only.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board receive this information as pursuant to Government code Section 66006 (b).

Time allocated: 3 minutes

River Delta Unified School District

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

Annual Reporting Requirements (Government Code 6606 (b))

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

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

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

B. The amount of the fee

See attached fee schedule as of January 28, 2020

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

The District began fiscal year 2020-21 with \$927,401.92 in developer fees and ended the fiscal year with \$947,141.21.

D. The amount of the fees collected and interest earned

The District collected \$161,807.81 in developer fees and earned \$4,439 in interest.

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

During the fiscal year 2020-21, the District expended the following developer fee amounts on the following projects:

Lease payments were made for portable classrooms consisting for 1 portable at D.H. White, 3 portables at Riverview Middle School, and 1 portable at Rio Vista High School.

Payment for the Shea Home Bridge Loan, originating in 2007 for costs associated with demolition and administrative facility expansion.

Payment for the D.H. White Modular Project

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

D.H. White Modular Project was completed in 2020.

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

The General Fund contributed \$203,157.48 towards the Shea Home Bridge loan payment.

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

No refunds were made during fiscal year 2020-21

River Delta Unified School District
Annual Report of School Facilities Fees
2020-21 Fiscal Year

Capital Facilities Fund 25

	2015-16	2016-17	2017-16	2018-19	2019-20	2020-21
Beginning Balance, July 1	43,868.03	49,700.31	40,933.47	357,898.16	1,324,219.30	927,401.92
Revenue:						
Fees Collected	130,875.59	110,160.91	492,607.43	1,079,847.08	214,138.74	161,807.81
Interest	(877.71)	(690.00)	664.00	15,520.00	21,981.00	4,439.00
Contribution from General Fund	125,000.00	137,000.00	77,054.00	128,857.34	162,350.31	203,157.48
Other Revenue						
Total Revenue	254,997.88	246,470.91	570,325.43	1,224,224.42	398,470.05	369,404.29
Expenditures:						
Shea Home Payment	201,074.76	201,074.76	201,074.76	201,074.76	201,074.76	201,075.00
Portable Lease Payment	43,016.64	54,162.99	50,238.48	56,828.52	55,870.37	54,516.56
Fee Refund			2,047.50			
Legal Fees	5,074.20					2,720.00
DH White Modular Project					538,342.30	91,353.44
Total Expenditures	249,165.60	255,237.75	253,360.74	257,903.28	795,287.43	349,665.00
Ending Balance, June 30	49,700.31	40,933.47	357,898.16	1,324,219.30	927,401.92	947,141.21

Residential Fees - As of January 28, 2020

<u>Development/Area</u>	<u>Type of Housing Unit</u>	<u>Fee Amount</u>	<u>Notes</u>
Walnut Grove - Gregorson Project	n/a	?	Annual COLA to \$4.47/sq. ft. or \$8,439 per SFD, whichever is less, effective 8/17/04
Rio Vista - Trilogy Project - Shea Homes	Non Age-Restricted Age-Restricted	South Area Residential Fee \$0.61	Maximum rate allowed by the State Allocation Board (SAB) at the time fee is due.
Rio Vista - Del Rio Hills, Brann Ranch, Homecoming & Vineyards Bluff	Non Age-Restricted Age-Restricted	South Area Residential Fee \$0.61	Maximum rate allowed by the State Allocation Board (SAB) at the time fee is due.
Rio Vista - Riverwalk(1)	Non Age-Restricted Age-Restricted	\$5.98 \$0.61	See Paragraph 3. C. of Riverwalk West & Riverwalk East School Impact Mitigation Agreement (1996) Maximum rate allowed by the State Allocation Board (SAB) at the time fee is due.
Rio Vista - Del Valle Homes	n/a	Depends on # of Permits Issued	1 - 110 Units = \$6.00/sq. ft. 111 - 221 units = \$7.00/sq. ft. 222 - 331 units = \$8.00/sq. ft. Over 331 units = \$9.00/sq. ft.
Gibbs Ranch/Encore Liberty (2)	Non Age-Restricted Age-Restricted	\$4.08 \$0.66	Rates adjust immediately to State Allocation Board (SAB) rates, per contract.
North - Non-Mitigated Units(3)	Single-Family Detached Multi-Family Attached	\$1.81 \$3.79	North Area is Clarksburg, Courtland and Walnut Grove. (DHS Attendance Area- North of Hwy 220, excluding Ryer Island)
South - Non-Mitigated Units(3)	Single-Family Detached Multi-Family Attached	\$3.57 \$3.79	South Area is Isleton and Rio Vista. (RVHS Attendance Area-South of Hwy 220, including Ryer Island)

Commercial-Industrial Fees - As of January 28, 2020

<u>Type of Business(2)</u>	<u>North</u>	<u>South</u>	<u>Notes</u>
Retail & Services	\$0.115	\$0.153	North Area is Clarksburg, Courtland and Walnut Grove. (DHS Attendance Area- North of Hwy 220, excluding Ryer Island)
Office	\$0.178	\$0.237	
Research & Development	\$0.156	\$0.206	South Area is Isleton and Rio Vista. (RVHS Attendance Area-South of Hwy 220, including Ryer Island)
Industrial/Warehouse/Manufacturi	\$0.137	\$0.184	
Hospital	\$0.139	\$0.188	
Hotel/Motel	\$0.059	\$0.078	
Rental Self-Storage	\$0.003	\$0.005	

Note: As of January 24, 2018, the maximum statutory developer fee rates established by the State Allocation Board ("SAB") are \$3.79 per square foot for residential development and 61¢ per square foot for commercial-industrial development. The rates established by the SAB are subject to adjustment every two years.

(1) The 1996 School Impact Mitigation Agreement with states that the fee on non age-restricted residential units shall be adjusted by the District effective July 1, 1997 to reflect the changes set forth in the Building Cost Index of the Engineering News Record (ENR) for the San Francisco Bay Area for that period of time from September 1990 to March 31, 1997. Thereafter, such fee shall be adjusted by the District annually utilizing the same index for the period of time from April 1 of each year to March 31st of the following year. Such annual adjustment shall be effective July 1 of each year. Because the District was unable to obtain monthly ENR data for years prior to 2005, fee shown is based on annual (instead of monthly) index data for 1990 through 2004.

(2) Per the *Amended and Restated School Facilities Mitigation Agreement Between River Delta Unified School District and Encore Liberty, LLC* (September 12, 2017), homes in the Gibbs Ranch development are required to pay the then applicable maximum Level 1 statutory residential fee for market rate units and the then applicable Level 1 commercial-industrial fee for Age-Restricted units as established by the State Allocation Board ("SAB"). Therefore, the rates charged by the District are subject to adjustment immediately upon adjustment by the SAB, without further action required by the District.

(3) Rates established by the District pursuant to Resolution No. 751.

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: December 14, 2021

Attachments: X

From: Ken Gaston, Director of MOT

Item Number: 9.2.2

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 November 2021

PRESENTER:

Ken Gaston

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board receives this information

Time allocated: 5 minutes

Maintenance, Operations & Transportation
Monthly Report for Board Meeting
December 14, 2021

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

Maintenance & Operations:

- **Bates Elementary**
 - Picked up branches, trimmed front bushes and blew leaves away. - \$160
 - Trimmed and pricked up branches from the pine tree by the playground. - \$320
 - Applied tar to the roof in the leaking area and replaced ceiling tile. - \$160
 - Removed old washer and installed a new one in custodial office. - \$719

- **Clarksburg Middle School**
 - Cleaned gutters. - \$160
 - Changed all air filters. - \$208

- **Delta High School**
 - Cleaned gutters. - \$200
 - Changed the 3-phase 240-volt outlet to a single phase 240 outlet. - \$160
 - Changed out gfi outlet, 240-volt outlet and covers in welding shop. - \$161
 - Installed cleanout and cleaned out clogged line in the office bathrooms. – \$1,540
 - Reset freezer temperature and replaced bad breaker for floral refrigerator. - \$200

- **Isleton Elementary School**
 - Replaced and cleaned the dirt of the outside lights on the cafeteria. - \$160

- **Riverview Middle School**
 - Removed old tables and cabinet file and set up new desk in office. - \$280
 - Fixed ceiling vent in the gym and replaced ballasts. - \$320

- **Walnut Grove Elementary School**
 - Changed HVAC units in old building to winter schedule. - \$100

- **Transportation Dept.**
 - Blew off and pressure wash road, sidewalk, and gutters. - \$160

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: December 14, 2021

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 9.6

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

SUBJECT:

Request to Hold a Public Hearing to Sunshine the River Delta Unified School District's Negotiation Proposals to the California School Employees' Association (CSEA) Delta Chapter #319 for 2021-2022

BACKGROUND:

Under the California Educational Employment Relations Act (EERA), the District must participate in "Good Faith" bargaining with the employees' union. The law states that the District must present its proposals to the public before the bargaining process can begin.

STATUS:

Article 11 - Leaves
Article 13 – Layoff and Reemployment
Article 16 – Pay and Allowances
Article 17 – Health and Welfare Benefits

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

That the Board Holds a Public Hearing to Sunshine the River Delta Unified School District's Negotiation Proposals to the California School Employees' Association (CSEA) Delta Chapter #319

Time allocated: 4 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

NOTICE OF PUBLIC HEARING

A public hearing will be held by the River Delta Unified School District to receive public testimony and input from members of the community on the District's Initial Openers for Contract Negotiations with California School Employees Association Delta Chapter #319. The public hearing will enable the Board of Trustees to receive public input and testimony but **not to provide a forum for public debate**. The public hearing is scheduled as follows:

<u>DATE:</u>	<u>TIME:</u>	<u>LOCATION:</u>
December 14, 2021	After 6:30 p.m.	Rio Vista High School Rio Vista, California

If you have any questions or need further information, please contact Jennifer Gaston, Executive Assistant to the Superintendent and the Board of Trustees at (707) 374-1711 at 445 Montezuma Street, Rio Vista, CA 94571.

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

PLEASE POST

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		



DISTRITO ESCOLAR UNIFICADO RIVER DELTA

445 Montezuma Street

Rio Vista, California 94571-1651

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

<http://riverdelta.org>

AVISO DE AUDIENCIA PÚBLICA

El Distrito Escolar Unificado de River Delta llevará a cabo una audiencia pública para recibir el testimonio público y las opiniones de los miembros de la comunidad sobre los Iniciadores Iniciales del Distrito para las Negociaciones de Contratos con el Capítulo # 319 de Delta de la Asociación de Empleados Escolares de California. La audiencia pública permitirá a la Junta Directiva recibir comentarios y testimonios del público, **pero no proporcionará un foro para el debate público**. La audiencia pública está programada de la siguiente manera:

<u>FECHA:</u>	<u>HORA:</u>	<u>UBICACIÓN:</u>
Diciembre 14, 2021	Después 6:30 p.m.	Escuela Secundaria Rio Vista Rio Vista, California

Si tiene alguna pregunta o necesita más información, comuníquese con Jennifer Gaston, Asistente Ejecutiva del Superintendente y la Junta Directiva al (707) 374-1711 en 445 Montezuma Street, Rio Vista, CA 94571.

NOTA: La Junta Directiva alienta a las personas con discapacidades a participar plenamente en el proceso de reunión pública. Si necesita una modificación o adaptación relacionada con la discapacidad, incluidas las ayudas o servicios auxiliares, para participar en la reunión pública, comuníquese con la Oficina del Superintendente al (707) 374-1711 al menos 48 horas antes de la reunión programada para que podamos hacer todo el esfuerzo razonable para acomodarse. [Código de Gobierno § 54954.2; Ley de Estadounidenses con Discapacidades de 1990, § 202 (42 U.S.C. §12132).]

POR FAVOR PUBLICAR

Bates School
Clarksburg Middle

Isleton School
Riverview Middle

Walnut Grove School
D. H. White Elementary
River Delta High/Elementary School
Delta Elementary Charter School

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

Wind River School
Mokelumne High School



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

Date: December 14, 2021

To: Board of Trustees

From: Katherine Wright, Superintendent

Subject: Negotiation Proposals with CSEA Delta Chapter #319 for the 2021-22 school year.

The River Delta Unified School District intends to negotiate with California School Employees' Association (CSEA) Delta Chapter #319 the following articles for the 2021-2022 school year:

Article 11 - Leaves
Article 13 - Layoff and Reemployment
Article 16 - Pay and Allowances
Article 17 - Health and Welfare Benefits

As always, the District seeks to have positive negotiations that will meet the needs of both parties.

Katherine Wright
Superintendent

Creating Excellence To Ensure That All Students Learn

Bates Elementary School Isleton Elementary School Walnut Grove Elementary School Delta High School Wind River Adult School
Clarksburg Middle School Riverview Middle School D. H. White Elementary School Rio Vista High School Mokelumne High School
River Delta High/Elementary School River Delta Community Day School 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: December 14, 2021

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 9.7

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

SUBJECT:

Request to Hold a Public Hearing to Sunshine the California School Employees' Association (CSEA) Delta Chapter #319 Negotiation Proposals to the River Delta Unified School District for 2021-2022

BACKGROUND:

Under the California Educational Employment Relations Act (EERA) the CSEA Delta Chapter #319 must participate in "Good Faith" bargaining with the District. The law states that CSEA Delta Chapter #319 must present its proposals to the public before the bargaining process can begin.

STATUS:

See attached proposal

PRESENTER:

Melinda Barkman, CSEA President and Negotiations Chair

OTHER PEOPLE WHO MIGHT BE PRESENT:

Classified Staff

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

That the Board Holds a Public Hearing to Sunshine the California School Employees' Association (CSEA) Delta Chapter #319 Negotiation Proposals to the River Delta Unified School District for 2021-2022

Time allocated: 4 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT

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NOTICE OF PUBLIC HEARING

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December 14, 2021	After 6:30 p.m.	Rio Vista High School Rio Vista, California

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PLEASE POST

Creating Excellence To Ensure That All Students Learn

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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	



DISTRITO ESCOLAR UNIFICADO RIVER DELTA

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AVISO DE AUDIENCIA PÚBLICA

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POR FAVOR PUBLICAR

Creating Excellence To Ensure That All Students Learn

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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	



California
School
Employees
Association

5375 West Lane
Stockton, CA 95210

(209) 472-2170

(800) 757-4229

FAX: (209) 472-2089

www.csea.com

Matthew "Shane" Dishman
Association President

Keith Pace
Executive Director

Member of the AFL-CIO

*The nation's largest
independent classified
employee association*



November 8, 2021

VIA EMAIL SCAN & U.S. MAIL

kwright@rdusd.org

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

Re: CSEA Initial Bargaining Proposal - Successor Agreement

Dear Superintendent Wright:

Pursuant to the agreement between the California School Employees Association and its River Delta Chapter 319 (collectively "CSEA") and the River Delta Unified School District, please find enclosed the initial proposal for amendments and modifications.

Please consider this document for public notice provisions pursuant to Government Code Section 3547(a). CSEA desire to commence negotiations as soon as possible after the completion of the public notice provisions.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Carol Black
Labor Relations Representative

CB/mk

Enclosure: Initial Proposal for Successor Agreement

c: Melinda Barkman, Chapter President 319
Toni Thompson, Representative 42
Carmen Alessandro, Area Director E
Theresa Malsack, Field Director
319 file

**PROPOSAL
FROM
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
And Its
RIVER DELTA CHAPTER #319
TO
RIVER DELTA UNIFIED SCHOOL DISTRICT
Successor 2021-2022**

ARTICLE 9 – Vacation

CSEA would like to discuss the vacation language.

ARTICLE 16 – Pay and Allowances

CSEA would like to discuss a step and column increase as well as the impact of the January 1, 2022, minimum wage increase.

- Appendix B

ARTICLE 17 – Health and Welfare Benefits

17.1.1 CSEA would like to discuss an increase in the insurance cap.

ARTICLE 20 – Duration

CSEA would like to discuss a three-year agreement with two reopener periods.

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: December 14, 2021

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 9.8

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

SUBJECT:

Hold a Public Hearing to Receive Comments from Stakeholders as a Condition of Receiving Funds for the Educator Effectiveness Block Grant

BACKGROUND:

The Educator Effectiveness Block Grant (EEBG) is a program providing funds to county offices of education, school districts, charter schools, and state special schools to provide professional learning and to promote educator equity, quality, and effectiveness.

As a condition of receiving funds for educator effectiveness, LEAs shall develop and adopt a plan for expenditure of funds, which requires the plan to be explained in a public meeting of the governing board of the school district, county board of education, or governing body of the charter school before its adoption in a subsequent meeting. Funds may be expended for the purposes identified in Assembly Bill 130, Chapter 44, Section 22 and Assembly Bill 167, Chapter 252, Section 9 and mentioned below in the "Planned Use of Funds" section. These expenditures may take place over fiscal years 2021–22, 2022–23, 2023–24, 2024–25, and 2025–26. LEAs may use these allocated funds to provide professional learning for teachers, administrators, paraprofessionals who work with students, and classified staff that interact with students in order to promote educator equity, quality, and effectiveness. The funding is distributed in an equal amount per unit of full-time equivalent certificated and classified staff as reported in California Longitudinal Pupil Achievement Data and California Basic Educational Data System for the 2020–21 fiscal year. This funding for certificated and classified staff shall not exceed the total certificated staff and classified staff count.

STATUS:

The District has completed the Educator Effectiveness Block Grant 2021 template which includes the allowable use of funds description, the action plan for the use of the funds and the dollar amount for each action listed.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

That the Board holds a Public Hearing to receive comments from stakeholders as a condition of the Educator Effectiveness Block Grant

Time allocated: 5 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street

Rio Vista, California 94571-1651

(707) 374-6381

Fax (707) 374-2995

NOTICE OF PUBLIC HEARING

River Delta Unified School District

Board Meeting

December 14, 2021

6:30 p.m.

Rio Vista High School, Rio Vista

A public hearing will be held by the River Delta Unified School District to receive public testimony and input from the community regarding the Educator Effectiveness Block Grant for the River Delta Unified School District.

DATE:

December 14, 2021

TIME:

6:30 p.m.
or thereafter

LOCATION:

Rio Vista High School
Rio Vista, California

Each individual addressing the Board will have a maximum of three minutes to speak to ensure that all who address the Board on this matter will be heard.

Materials subject to the public hearing will be available at the public hearing and on the District's website under "Board of Trustees - Redistricting"

If you have any questions or need further information, please contact Jennifer Gaston, Executive Assistant to the Superintendent and the Board of Trustees at (707) 374-1711 at 445 Montezuma Street, Rio Vista, CA 94571.

Creating Excellence To Ensure That All Students Learn

Bates Elementary School

D.H. White Elementary School

Isleton Elementary School

Walnut Grove Elementary School

Clarksburg Middle School

Riverview Middle School

Delta High School

Rio Vista High School

Mokelumne High School

River Delta Community Day School

River Delta High/Elementary School

Wind River Adult Education



AVISO DE AUDIENCIA PÚBLICA

Distrito Escolar Unificado de River Delta

Reunión de la Junta

Diciembre 14, 2021

6:30 p.m.

Escuela Secundaria Rio Vista, Rio Vista

El Distrito Escolar Unificado de River Delta llevará a cabo una audiencia pública para recibir el testimonio público y la opinión de la comunidad con respecto a la Subvención en Bloque para la Eficacia del Educador para el Distrito Escolar Unificado de River Delta.

FECHA:

Diciembre 14, 2021

HORA:

6:30 p.m.
o Después

UBICACION:

Escuela Secundaria Rio Vista
Rio Vista, California

Cada individuo que se dirija a la Junta tendrá un máximo de tres minutos para hablar a fin de garantizar que todos los que se dirijan a la Junta sobre este asunto sean escuchados.

Los materiales sujetos a la audiencia pública estarán disponibles en la audiencia pública y en el sitio web del Distrito bajo "Junta Directiva - Redistribución de distritos".

Si tiene alguna pregunta o necesita más información, comuníquese con Jennifer Gaston, Asistente Ejecutiva del Superintendente y la Junta Directiva al (707) 374-1711 en 445 Montezuma Street, Rio Vista, CA 94571.

Educator Effectiveness Block Grant 2021

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
River Delta Unified School District	Tammy Busch, CBO	tbusch@rdusd.org 707-374-1715

The Educator Effectiveness Block Grant (EEBG) is a program providing funds to county offices of education, school districts, charter schools, and state special schools to provide professional learning and to promote educator equity, quality, and effectiveness.

As a condition of receiving funds for educator effectiveness, LEAs shall develop and adopt a plan for expenditure of funds, which requires the plan to be explained in a public meeting of the governing board of the school district, county board of education, or governing body of the charter school before its adoption in a subsequent meeting. Funds may be expended for the purposes identified in [Assembly Bill 130, Chapter 44, Section 22](#) and [Assembly Bill 167, Chapter 252, Section 9](#) and mentioned below in the “Planned Use of Funds” section. These expenditures may take place over fiscal years 2021–22, 2022–23, 2023–24, 2024–25, and 2025–26. LEAs may use these allocated funds to provide professional learning for teachers, administrators, paraprofessionals who work with students, and classified staff that interact with students in order to promote educator equity, quality, and effectiveness. The funding is distributed in an equal amount per unit of full-time equivalent certificated and classified staff as reported in California Longitudinal Pupil Achievement Data and California Basic Educational Data System for the 2020–21 fiscal year. This funding for certificated and classified staff shall not exceed the total certificated staff and classified staff count.

Expenditure Plan

Total Educator Effectiveness Block Grant funds awarded to the LEA
\$551,309

The following table provides the LEA’s expenditure plan for how it will use EEBG funds to provide professional learning for teachers, administrators, paraprofessionals who work with students, and classified staff that interact with students in order to promote educator equity, quality, and effectiveness. The allowable use categories are listed below.

Allowable Use of Funds	Planned Use of Funds (Actions)	Planned Expenditures
------------------------	--------------------------------	----------------------

<p>1. Coaching, mentoring, and training for all grade level and content area teacher, long-term substitutes, and daily substitute teachers for a more effective and efficient deliver of instruction focused on content area standards, comprehensive lesson planning, frequent reflection on teaching practices and adjustment to teaching and learning practices and support for classified staff members provide assistance for the students</p>	<p>Hire a Teacher on Special Assignment (ToSA) to provide these services</p> <p>Extra duty compensation for participating staff members</p>	<p>\$83,820 Salary \$16, 740 Benefits</p>
<p>2. Coaching and mentoring of staff serving in an instructional setting and beginning teacher or administrator induction, including, but not limited to, coaching and mentoring solutions that address a local need for teachers that can serve all pupil populations with a focus on retaining teachers, and offering structured feedback and coaching systems organized around social-emotional learning, including, but not limited to, promoting teacher self-awareness, self-management, social awareness, relationships, and responsible decision making skills, improving teacher attitudes and beliefs about one's self and others, and supporting learning communities for educators to engage in a meaningful classroom teaching experience</p>	<p>Compensation for mentor teachers providing coaching the Induction program</p> <p>Release time for new teachers and mentor teacher for observations and reflective conversations and associated planning</p> <p>To build the capacity of our site and district administrative team, administrators will attend ACSA academies on a rotating basis, providing a solid foundation of training in the application of leadership and management fundamentals to further site and district educational goals.</p>	<p>\$32,000</p> <p>\$2,000</p> <p>\$18,000</p>
<p>3. Strategies to implement social-emotional learning, trauma-informed practices, suicide prevention, access to mental health services and other approaches that improve pupil well-being</p>	<p>Fees for professional learning opportunities, associated travel experiences and substitute costs</p>	<p>\$5,000</p>

<p>4. Practices to create a positive school climate, including, but not limited to, restorative justice, training around implicit bias, providing positive behavioral supports, multitiered systems of support, transforming a school site's culture to one that values diverse cultural and ethnic backgrounds, and preventing discrimination, harassment, bullying, and intimidation based on actual or perceived characteristics, including disability, gender, gender identity, gender expression, language, nationality, race or ethnicity, religion, or sexual orientation</p>	<p>Compensation for staff participating in trainings</p> <p>Fees for enrolling in trainings</p> <p>Follow Up materials</p>	<p>\$5,000</p>
<p>5. Instruction and education to support implementing effective language acquisition programs for English learners, which may include integrated language development within and across content areas and building and strengthening capacity to increase bilingual and biliterate proficiency</p>	<p>Compensation for staff participating in trainings</p> <p>Fees for enrolling in trainings</p> <p>Follow up materials</p>	<p>\$10,210</p>
<p>6. Instruction, education, and strategies for certificated and classified staff in early childhood education or child development.</p>	<p>Enhance credentialing opportunities for early childhood development and transitional kindergarten teacher candidates to earn appropriate credentials for state preschool, preschool to serve students with disabilities and transitional kindergarten programs.</p> <p>Additional pay for classified staff willing to earn a child development credential or a multiple subject credential to teach preschool or transitional kindergarten.</p>	<p>\$8,000</p> <p>\$3,000</p>

<p>Subtotal</p>	<p>\$183,770 per year 3 years total = \$551,310</p>
------------------------	---

Educator Effectiveness Block Grant Plan Instructions

Introduction

A program providing funds to county offices of education, school districts, charter schools, and state special schools to provide professional learning and to promote educator equity, quality, and effectiveness.

For additional information regarding Educator Effectiveness Block Grant funding please see the web page at <https://www.cde.ca.gov/fg/aa/ca/educatoreffectiveness.asp>.

Purpose and Requirements

As noted in the Introduction, a program providing funds to county offices of education, school districts, charter schools, and state special schools to provide professional learning and to promote educator equity, quality, and effectiveness: • To ensure professional development meets educator and pupil needs, local educational agencies are **encouraged to allow school site and content staff to identify the topic or topics of professional learning**. Professional learning provided pursuant to this section shall do both of the following:

- Be **content focused**, incorporate **active learning**, support **collaboration**, use **models** of effective practice, provide **coaching** and **expert support**, offer **feedback** and **reflection**, and be of **sustained duration**.
- As applicable, be aligned to the **academic content standards** adopted pursuant to Sections 51226, 60605, 60605.1, 60605.2, 60605.3, 60605.4, 60605.8, and 60605.11, and the model curriculum adopted pursuant to Section 51226.7, as those sections read on June 30, 2020, and former Section 60605.85, as that section read on June 30, 2014.

Areas that to be considered for funding as outlined in Education Code include:

(1) **Coaching and mentoring** of staff serving in an instructional setting and beginning teacher or administrator induction, including, but not limited to, coaching and mentoring solutions that address a local need for teachers that can serve all pupil populations with a focus on retaining teachers, and offering structured feedback and coaching systems organized around social-emotional learning, including, but not limited to, promoting teacher self-awareness, self-management, social awareness, relationships, and responsible decision making skills, improving teacher attitudes and beliefs about one's self and others, and supporting learning communities for educators to engage in a meaningful classroom teaching experience.

(2) Programs that lead to effective, **standards-aligned instruction** and improve **instruction in literacy** across all subject areas, including English language arts, history-social science, science, technology, engineering, mathematics, and computer science.

(3) Practices and strategies that **reengage pupils** and lead to **accelerated learning**.

(4) Strategies to implement **social-emotional learning, trauma-informed practices, suicide prevention, access to mental health** services, and other approaches that improve pupil well-being.

(5) Practices to create a **positive school climate**, including, but not limited to, restorative justice, training around implicit bias, providing

positive behavioral supports, multitiered systems of support, transforming a schoolsite's culture to one that values diverse cultural and ethnic backgrounds, and preventing discrimination, harassment, bullying, and intimidation based on actual or perceived characteristics, including disability, gender, gender identity, gender expression, language, nationality, race or ethnicity, religion, or sexual orientation.

(6) Strategies to improve **inclusive practices**, including, but not limited to, universal design for learning, best practices for early identification, and development of individualized education programs for individuals with exceptional needs.

(7) Instruction and education to support implementing **effective language acquisition** programs for English learners, which may include integrated language development within and across content areas, and building and strengthening capacity to increase bilingual and biliterate proficiency.

(8) New **professional learning networks** for educators not already engaged in an education-related professional learning network to support the requirements of subdivision (c) - *see slide 12 for subdivision (c)*.

(9) Instruction, education, and strategies to incorporate **ethnic studies** curricula adopted pursuant to Section 51226.7 into pupil instruction for grades 7 to 12, inclusive.

(10) Instruction, education, and strategies for certificated and classified educators in **early childhood education**, or **childhood development**.

Instructions to complete the template:

Total Educator Effectiveness Block Grant funds awarded to the LEA

Provide the total amount of Educator Effectiveness Block Grant funds the LEA is awarded.

Allowable Use of Funds Table

The table is in three parts, **Allowable Use of Funds**, **Planned Use of Funds (Actions)**, and **Planned Expenditures**. Data is only required in the **Planned Use of Funds** and **Planned Expenditures** columns.

(1) Allowable Use of Funds

The LEA must specify the amount of EEBG funds that it intends to use to implement a planned action. This column is prepopulated with the allowable uses of funds. There is no need to input additional information in this column. **(2)**

Planned Use of Funds (Actions)

- Provide a description of the action(s) the LEA will implement using EEBG funds. The description can be brief and/or in list form. Include the group that will receive the professional learning (teachers, administrators, paraprofessionals who work

with students and classified staff that interact with students).

Educator Effectiveness Block Grant 2021 for Page 5 of 6

- An LEA has the flexibility to include planned use of funds/actions described in one or more areas list under **Allowable Use of Funds**. It is not required to include actions for every allowable use of funds listed.

(3) Planned Expenditures

Specify the amount of funds the LEA plans to expend to implement the action(s). The amount of funds included in this section should reflect the total funds planned to be expended over the life of the grant.

Fiscal Requirements

As a condition of receiving funds, a school district, COE, charter school, or state special school shall do **both** of the following: • On or before **December 30, 2021**, develop and adopt a plan delineating the expenditure of funds apportioned pursuant to this section, including the professional development of teachers, administrators, paraprofessionals, and classified staff. The plan shall be **presented in a public meeting of the governing board** of the school district, county board of education, or governing body of the charter school, **before its adoption in a subsequent public meeting**.

- On or before **September 30, 2026**, report detailed expenditure information to CDE, including, but not limited to, specific **purchases** made and the **number of teachers, administrators, paraprofessional educators, or classified staff** that received professional development. The CDE shall determine the format for this report.

Funding apportioned pursuant to this section is subject to the **annual audits** required by Section 41020.

Educator Effectiveness Block Grant 2021 for Page 6 of 6

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: December 14, 2021

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 9.1.2.2 & 9.9

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

SUBJECT:

Committee Report and Public Hearing to Receive Comments from Stakeholders Regarding the Proposed Trustee Area Redistricting Map Using 2020 Census Data

BACKGROUND:

At the November 9, 2020 Board meeting, the 2020 census data was presented to the Board of Trustees with an explanation of the determining factors for redistricting. It has been determined that the current population range of the Trustee Areas is greater than the allowable 10%. Therefore, the Board of Trustees is mandated to create a redistricting plan by adjusting the Trustee Area boundaries. During this discussion a redistricting committee was established. The committee members are: Member Lamera, Member Jelly, Superintendent Wright and Jennifer Gaston, Executive Assistant for the Superintendent.

The committee has met with Steve Demers, a GIS Analyst from the Department of Technology for Sacramento County on two separate occasions. During these committee meetings, discussions took place regarding the processes of creating a redistricting plan for the District. A plan was created, reviewed and revised to equalize the population ranges in the Trustee Areas to fall within the allowable 10% variance.

The committee has requested input for Commission Fernandez, from California Citizens Redistricting Commission. Ms. Fernandez is well acquainted with the District as she is a former President of the River Delta Unified School District Board of Trustees.

STATUS:

The Board must complete the redistricting process in February 2022. The final redistricting map will be presented to the Board for approval at the January 2022 meeting if no additional revisions are needed. The Committee is requesting the Board hold a Public Hearing to give stakeholders the opportunity to review the proposed map and provide additional input.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Jennifer Gaston, Recorder

COST AND FUNDING SOURCES:

No cost to the District to hold a Public Hearing

RECOMMENDATION:

That the Board holds a Public Hearing to allow its stakeholders an opportunity to provide input on the proposed Board of Trustee boundary areas

Time allocated: 5-10 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street

Rio Vista, California 94571-1651

(707) 374-6381

Fax (707) 374-2995

NOTICE OF PUBLIC HEARING

River Delta Unified School District

Board Meeting

December 14, 2021

6:30 p.m.

Rio Vista High School, Rio Vista

A public hearing will be held by the River Delta Unified School District to receive public testimony and input from the community regarding the Proposed Redistricting Plan for the River Delta Unified School District Board of Trustee Areas Based on the 2020 Census.

DATE:

December 14, 2021

TIME:

6:30 p.m.
or thereafter

LOCATION:

Rio Vista High School
Rio Vista, California

Each individual addressing the Board will have a maximum of three minutes to speak to ensure that all who address the Board on this matter will be heard.

Materials subject to the public hearing will be available at the public hearing and on the District's website under "Board of Trustees - Redistricting"

If you have any questions or need further information, please contact Jennifer Gaston, Executive Assistant to the Superintendent and the Board of Trustees at (707) 374-1711 at 445 Montezuma Street, Rio Vista, CA 94571.

Creating Excellence To Ensure That All Students Learn

Bates Elementary School

D.H. White Elementary School

Isleton Elementary School

Walnut Grove Elementary School

Clarksburg Middle School

Riverview Middle School

Delta High School

Rio Vista High School

Mokelumne High School

River Delta Community Day School

River Delta High/Elementary School

Wind River Adult Education



DISTRITO ESCOLAR UNIFICADO RIVER DELTA

445 Montezuma Street

Rio Vista, California 94571-1651

(707) 374-6381

Fax (707) 374-2995

AVISO DE AUDIENCIA PÚBLICA

Distrito Escolar Unificado River Delta

Reunión de la Junta

Diciembre 14, 2021

6:30 p.m.

Escuela Secundaria Rio Vista, Rio Vista

El Distrito Escolar Unificado de River Delta llevará a cabo una audiencia pública para recibir el testimonio público y la opinión de la comunidad con respecto al Plan de Redistribución de Distritos Propuesto para las Áreas de la Junta de Fideicomisarios del Distrito Escolar Unificado de River Delta basado en el Censo de 2020.

FECHA:

Diciembre 14, 2021

HORA:

6:30 p.m.
o después

UBICACION:

Escuela Secundaria Rio Vista
Rio Vista, California

Cada individuo que se dirija a la Junta tendrá un máximo de tres minutos para hablar a fin de garantizar que todos los que se dirijan a la Junta sobre este asunto sean escuchados.

Los materiales sujetos a la audiencia pública estarán disponibles en la audiencia pública y en el sitio web del Distrito bajo "Junta Directiva - Redistribución de Distritos".

Si tiene alguna pregunta o necesita más información, comuníquese con Jennifer Gaston, Asistente Ejecutiva del Superintendente y la Junta Directiva al (707) 374-1711 en 445 Montezuma Street, Rio Vista, CA 94571.

Creating Excellence To Ensure That All Students Learn

Bates Elementary School

D.H. White Elementary School

Isleton Elementary School

Walnut Grove Elementary School

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Riverview Middle School

Delta High School

Rio Vista High School

Mokelumne High School

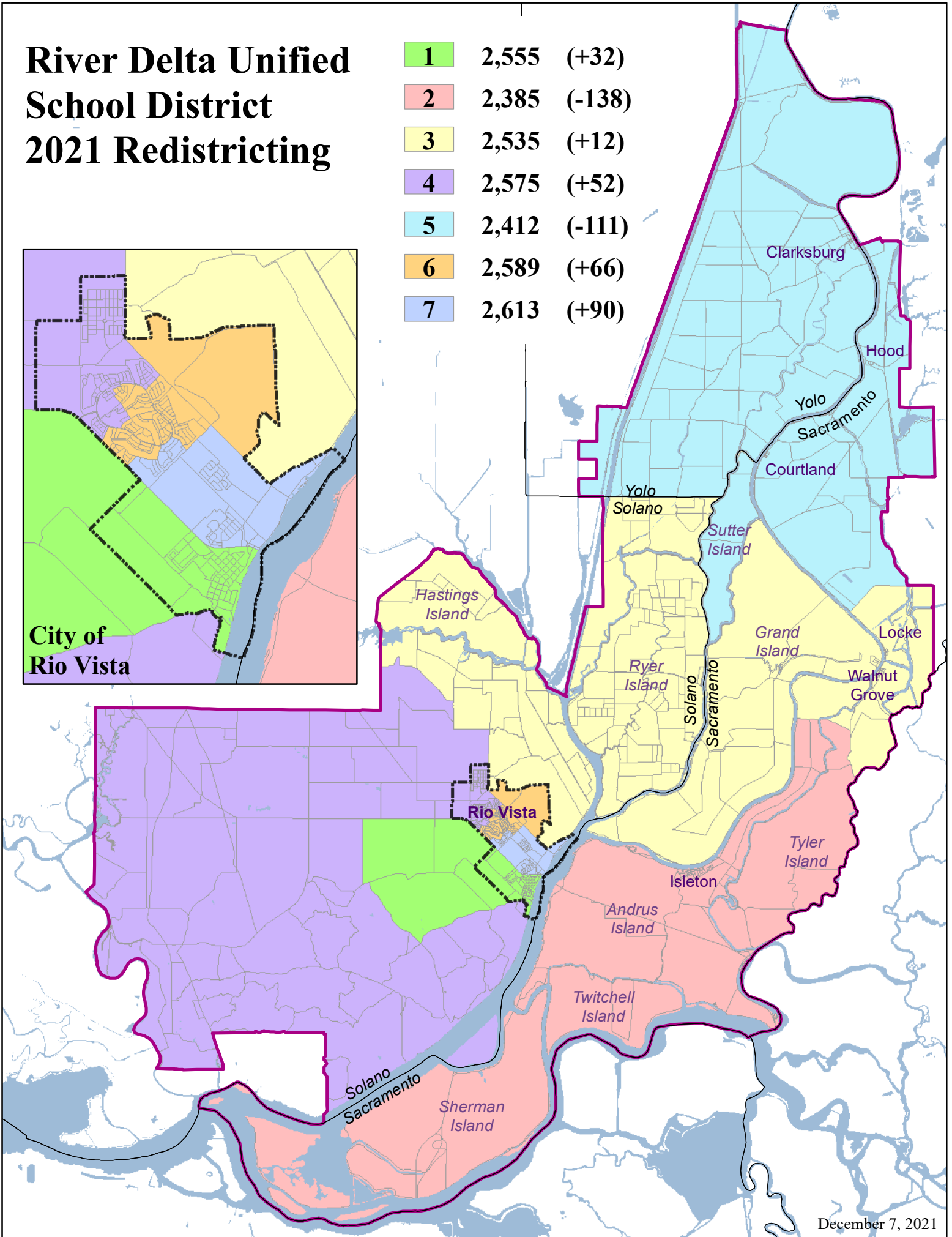
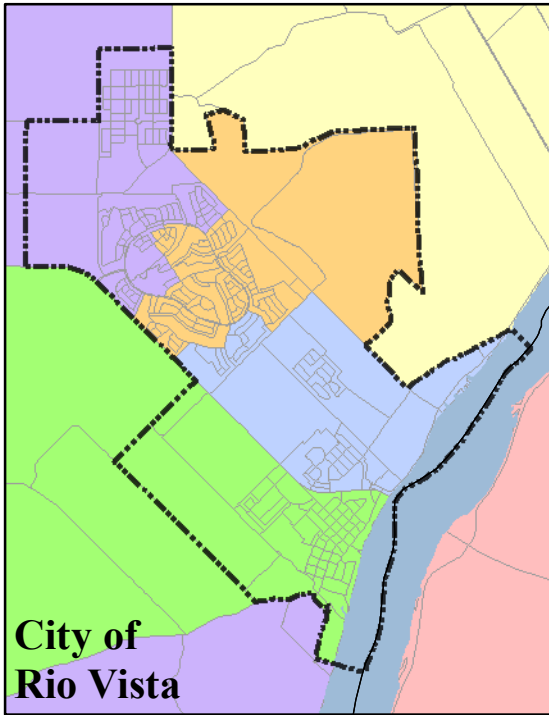
River Delta Community Day School

River Delta High/Elementary School

Wind River Adult Education

River Delta Unified School District 2021 Redistricting

1	2,555	(+32)
2	2,385	(-138)
3	2,535	(+12)
4	2,575	(+52)
5	2,412	(-111)
6	2,589	(+66)
7	2,613	(+90)



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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: Date of Board Meeting

Attachments: X Item

From: Katherine Wright, Superintendent

Number: 9.10_____

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

SUBJECT:

Sacramento County Superintendents' Response to The Honorable Russell Hom, Presiding Judge of the Sacramento County Superior Court Regarding the Requirement for COVID-19 Vaccination for Eligible Sacramento County K-12 School Districts

BACKGROUND:

Grand Jury Recommendations:

1. The recommendations from Sacramento County Grand Jury recommends that Sacramento County K-12 public school districts require all eligible students and district staff to be vaccinated against COVID-19 in order to return to in-person activities within any district facility.
2. The Sacramento County Grand Jury also recommends that all participants and attendees at school-sponsored extra-curricular events be required to be vaccinated in order to attend the event.

STATUS:

Superintendent Wright, on behalf of the River Delta Unified School District Board of Trustees, along with Dave Gordon, the Sacramento County Superintendent of Schools on behalf of Sacramento County Office of Education and its Board of Trustees and multiple Sacramento County Superintendents on behalf of their Districts' Board of Trustees, have sent the following letter to Honorable Russell Hom, Presiding Judge on November 19, 2021.

The responses to the Grand Jury's recommendations by the Sacramento County Superintendents are:

1. The Grand Jury's recommendation has not yet been implemented but will be implemented in the future in accordance with all state and local public health guidance and executive orders.
2. California's state and local public health officers possess the background and expertise and are charged with issuing findings, recommendations, and orders regarding the public health of our communities and students. The Grand Jury does not possess such expertise or standing regarding public health matters. Therefore, we respectfully do not believe it is reasonable for the Grand Jury to issue such public health recommendations. The majority of the Sacramento County school districts will continue to regularly consult with our local public health official and to follow all Executive Orders and state and local public health official guidance for school-related matters.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

RECOMMENDATION:

That the Board receives this information.

Time allocated: 4 minutes



David W. Gordon
Superintendent

November 19, 2021

Board of Education

Karina Talamantes
President

Paul A. Keefer, Ed.D., MBA
Vice President

Joanne Ahola

O. Alfred Brown, Sr.

Heather Davis

Harold Fong, MSW

Bina Lefkovitz

(916) 228-2500

www.scoe.net

The Honorable Russell Hom, Presiding Judge
Sacramento County Superior Court
720 9th Street
Sacramento, CA 95814

Re: Requirement for COVID-19 Vaccination for Eligible Sacramento
County Public K-12 School Districts

Dear Judge Hom:

We, the undersigned Sacramento County School Districts and Superintendents, appreciate the opportunity to respond to the 2021-2022 Sacramento County Grand Jury Report, which was publicly released on September 16, 2021. Our response to the Grand Jury's Findings and Recommendations regarding COVID-19 vaccinations for Sacramento County public K-12 school districts, is as follows:

FINDINGS

F1. Because there are no vaccine mandates for eligible students attending Sacramento County public schools, public school children are at greater risk of contracting the COVID-19 virus. Children are now more vulnerable to infection because the Delta variant of COVID-19 is more highly transmissible. Children under the age of 12 are vulnerable within Sacramento County for contracting COVID-19 because they are not yet eligible for vaccinations.

F2. Masks are an important tool, but vaccinations are the most prudent long-term solution to significantly reduce transmission and slow the disease spread by providing a significant portion of the population immunity from the disease.

F3. Participation in school sponsored sporting events and other extra-curricular activities at schools are much safer when participants and attendees are vaccinated since, in many cases, masks are not feasible during these activities. It is widely acknowledged that children need social activities as part of the process through which they develop skills, attitudes, and values. Vaccinations are the only solution to ensure that these activities are provided safely.

The Honorable Russell Hom, Presiding Judge

November 19, 2021

Page 2

Response to Findings 1-3

Since the COVID-19 pandemic began, Sacramento County School Districts and their Superintendents have regularly consulted with, relied upon, and followed guidance from the California Department of Public Health (CDPH) and the Sacramento County Public Health Department and all Executive Orders regarding public health matters, including vaccinations, testing, and measures to reduce and slow COVID-19 transmission and protect student and staff health and safety.

On October 1, 2021, Governor Gavin Newsom announced that he was directing the CDPH to add the COVID-19 vaccine to the list of vaccinations required to attend school in-person when the vaccine receives full approval from the Food and Drug Administration for middle and high school grades, and that all school staff will be required to be vaccinated when the requirement takes effect for students. As we have done throughout this pandemic, we intend to follow all state and local public health guidance and Executive Orders.

California's state and public health officers possess the expertise and are thereby charged with issuing findings, recommendations, and orders regarding the public health of our communities and students. Therefore, we respectfully disagree with the Grand Jury's issuance of these public health findings.

F4. Remote Classes are an option for students who are not vaccinated.

Response to Finding 4

We partially agree. Under Education Code section 51745, et seq., a student may attend school remotely via independent study when applicable legal requirements are satisfied. Upon CDPH's implementation of Governor Newsom's COVID-19 vaccine directive, a student who does not obtain a vaccination may be enrolled in an independent study program consistent with current laws. (Health & Safety Code, § 120335(f); Educ. Code §51745, et. seq.) We have and will continue to follow Education and Health & Safety Code requirements for remote learning and independent study.

RECOMMENDATIONS

R1. The Sacramento County Grand Jury recommends that Sacramento County K-12 public school districts require all eligible students and district staff to be vaccinated against COVID-19 in order to return to in-person activities within any district facility.

Response to Recommendation No. 1

The recommendation has not yet been implemented but will be implemented in the future in accordance with all state and local public health guidance and executive orders.

The Honorable Russell Horn, Presiding Judge

November 19, 2021

Page 3

R2. The Sacramento County Grand Jury recommends that all participants and attendees at school-sponsored extra-curricular events be required to be vaccinated in order to attend the event.

Response to Recommendation 2

California's state and local public health officers possess the background and expertise and are charged with issuing findings, recommendations, and orders regarding the public health of our communities and students. The Grand Jury does not possess such expertise or standing regarding public health matters. Therefore, we respectfully do not believe it is reasonable for the Grand Jury to issue such public health recommendations. We will continue to regularly consult with our local public health official and to follow all Executive Orders and state and local public health official guidance for school-related matters.

Sincerely,



David W. Gordon

Sacramento County Superintendent of Schools

On behalf of Sacramento County Office of Education and its Board of Trustees

DocuSigned by:

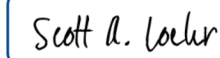


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Troy Miller, Superintendent

On behalf of Arcohe Union School District and its Board of Trustees

DocuSigned by:



7625F6100FD647A...

Scott A. Loehr, Superintendent

On behalf of Center Joint Unified School District and its Board of Trustees

DocuSigned by:

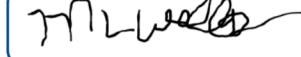


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Christopher R. Hoffman, Superintendent

On behalf of Elk Grove Unified School District and its Board of Trustees

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Michael Wells, Superintendent

On behalf of Elverta Joint School District and its Board of Trustees

The Honorable Russell Hom, Presiding Judge

November 19, 2021

Page 4

DocuSigned by:

Sarah Koligian

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Dr. Sarah Koligian, Superintendent

On behalf of Folsom Cordova Unified School District and its Board of Trustees

DocuSigned by:

Lois Yount

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Lois Yount, Superintendent

On behalf of Galt Joint Union Elementary School District and its Board of Trustees

DocuSigned by:

Lisa Pettis

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Lisa Pettis, Superintendent

On behalf of Galt Joint Union High School District and its Board of Trustees

DocuSigned by:

Chris Evans

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Chris Evans, Superintendent

On behalf of Natomas Unified School District and its Board of Trustees

DocuSigned by:

Katherine Wright

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Katherine Wright, Superintendent

On behalf of River Delta Unified School District and its Board of Trustees

DocuSigned by:

Ruben Reyes

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Ruben Reyes, Superintendent

On behalf of Robla School District and its Board of Trustees

DocuSigned by:

Kent Kern

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Kent Kern, Superintendent

On behalf of San Juan Unified School District and its Board of Trustees

DocuSigned by:

Steve Martinez

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Dr. Steve Martinez, Superintendent

On behalf of Twin Rivers Unified School District and its Board of Trustees

DWG/TS/mr

cc: Ms. Erendira Tapia-Bouthillier, Grand Jury (via electronic mail)

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: December 14, 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 and Special meetings of the Board of Trustees held on November 9, 2021.

BACKGROUND:

Attached are the Minutes from the Regular Meeting of the Board of Trustees held on November 9, 2021.

STATUS:

The Board is to review and approve.

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

November 9, 2021

1. **Call Open Session to Order** – Board President Stone called the Open Session of the meeting of the Board of Trustees to order at 5:30 p.m. on November 9, 2021 at Clarksburg Middle School, Clarksburg, California.
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
3. **Review, Approve the Closed Session Agenda and Adjourn to Closed Session**
 - 3.1 Board President Stone announced items on the Closed Session Agenda
 - 3.2 Public Comment on Closed Session Agenda Items. – *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 Mahoney moved to approve, Member Lamera seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent)
5. **Open Session was reconvened at 6:45 pm**
 - 5.1 Roll was retaken. All members were present.

Also present: Katherine Wright, Superintendent; Tammy Busch, Chief Business Officer; Nicole Latimer, Chief Educational Services Officer 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 the Board received information; no action taken during Closed Session.
7. **Review and Approve the Open Session Agenda**

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

Member Lamera moved to approve, Member Riley seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent)
8. **Public Comment:** Greg Davis, teacher from Mokelumne High School, greeted the Board and Superintendent Wright. Mr. Davis shared information and commented the possible side effects and long-term effects of the COVID-19 injection. It is of his belief that we should not be forcing students to be vaccinated but let the body's own highly effective immune system do its job. Mr. Davis does not feel that the Coronavirus testing nose swab method is comfortable and found a saliva test method offered by Davis Healthy Families. Information about it can also be found on the Yolo County's website. Mr. Davis shared Washington Unified School District offers this method of testing for their staff and students. He brought the saliva testing information to the attention of his union and the District Office. He gave the District credit for responding to his inquiry. He stated that the response received was that the contracted laboratory used to process the tests, does not support the saliva method. He encourages the Board not to mandate the vaccinations.

Kristy van Loben Sels thanked the Board for allowing her to provide her opinion on a topic she feels is of utmost importance to the school community. She has the opinion that Governor Newsom's mandate for the student Covid-19 immunization is immoral, unethical, and illegal. This mandate removes the rights of parents of medical freedom and lacks informed consent. She believes that parents should have the right to confer with their children's physician and make an informed decision. She provided statistics of the effects the Coronavirus has on children and listed a few of the unknown facts of the injection. She has the opinion

that mandating the injection for children is the wrong thing to do, and it should be by parent's choice. Ms. van Loben Sels stated that many of the schools, school districts, cities and counties in California have publicly rejected the Governor's "abuse of power" and is requesting the Board to do the same by adopting a formal resolution supporting the rights of parents to choose to vaccinate and by rejecting the mandate with a request for the Governor to appeal.

9. Reports, Presentations, Information

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

- 9.1.1 Board Members' report(s) Member Mahoney made a statement on his belief regarding the COVID-19 vaccine and provided statistics he ascertained. He noted that teachers are not mandated to be vaccinated, as it is their choice. This has his support. He stated that, by choice, he is personally vaccinated and will be receiving the booster. However, he is not in support of mandating parents to vaccinate their children when the science of the outbreak on school children does not warrant it. Member Mahoney stated that even though our leverage will not sway many, he would like to push back on the issue of the mandate.

Member Mahoney invited community members to be more involved with providing input for the Bond measures.

Member Stone announced that she would like to express her own personal views on the mandates of the vaccine and shared information from articles that she had read on the number of COVID fatality rates among children. Member Stone expressed her opinion that families should be afforded the right to choose if their children are vaccinated. She noted that, if the vaccinated is mandated, the option of Distance Learning for students who are not vaccinated is not an equitable solution.

Member Jelly stated that her family has chosen to receive the COVID vaccine. She stated that the decision to receive this new vaccination was not an easy one. With many calls to her children's pediatricians, she feels comfortable and confident with their decision. However, she believes it is every parent's right to feel the same sense of ease when making this decision. She urges families to reach out to their pediatricians for advice. She is in support of any measures to hold off the implementation of the mandate, such as a letter in protesting the vaccination mandate, as long as these decisions does not put the District at risk or harm.

Member Lamera shared his stance regarding the vaccination mandates. He stated that personally he has received the vaccine. However, he does not feel the government has the right to make this decision for parents and they should have the right to make their own decision.

Member Riley is in agreement with her fellow Board members and feels it is the parent's job to make these decisions. She urged parents to be involved and if necessary, write letters to the Governor.

Member Apel agrees with her fellow Board members and supports having the parents make their own decision.

Member Casillas supports the parents right to make their own decision.

Member Mahoney asked his fellow Board members if they are in support in writing a letter to the Governor stating that they are against the mandate of the COVID-19 vaccinations. He would like to see something on the December agenda regarding a letter rejecting the Covid mandates.

- 9.1.2 Committee report(s) No report given

- 9.1.3 Superintendent Wright's report(s) Superintendent Wright reported that many families have showed interest in getting a booster shot for themselves, or the vaccine for their children. It has been asked if the District will be partnering with UC Davis Medical Center through La Familia and First 5 to offer these services. Walnut Grove Elementary School has been a COVID-19 testing site through Sacramento County. They have been approached to offer a booster clinic event. The District is considering working

collaboratively to provide booster shots and regular COVID vaccinations for those who choice to do so. When we have more information, it will be shared it on multiple platforms.

9.1.3.1 CSEA Employee of the Year Recognition: Maria Rodarte – Superintendent Wright announced that it is her distinct honor and privilege to introduce Maria Rodarte as the District’s Classified Employee of the Year. Superintendent Wright mentioned that Ms. Rodarte started in the District in November 1999 making this her twenty second anniversary working in the District. She has worked at Clarksburg Elementary, Bates Elementary, Walnut Grove Elementary and is currently serving our students at Clarksburg Middle and Delta High Schools. Superintendent Wright stated that Maria exemplifies the type of person we all want to have in contact with our children when we send them to school. She is patient, kind, caring and empathetic and will do any to make sure students have what they need during the school day.

Superintendent Wright thanked Ms. Rodarte for everything she has done for the district, students, and families over the years.

Ms. Rodarte was thankful for be nominated as the CSEA Employee of the Year.

9.1.3.2 Initial Process of Determining Populations in Trustee Boundaries Areas – Superintendent Wright reported that, every ten years, a census is held and the data is released. Once the information becomes available, the District is required to analyze each Trustee Area and determine if the area must be withdrawn or if they can remain the same. The 2020 Census data has been analyzed by the Sacramento County GIS Analyst and it has been determined that the District will be required to reconfigure the Trustee Areas.

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 – Tammy Busch, Chief Business Officer; Ken Gaston, Directors of MOT

- 9.2.1 Business Services’ Report – Tammy Busch, Chief Business Officer – No report given
 - 9.2.1.1 ADA/Enrollment Report – Tammy Busch, Chief Business Officer reported that the District has seen a decrease of enrollment of 125 students when compared to the same month in the 2019-2020 school year. The district-wide enrollment from last month had no change, however, the ADA has a decrease of 42.
 - 9.2.1.2 Monthly Financial Report – Tammy Busch, Chief Business Officer reported that the Financial Report shows the working budget as of Oct 31, 2021. It shows what was budgeted, the actual revenues and expenditures for each fund from prior month.
 - 9.2.1.3 Revised Unaudited Actuals for 2020-2021 - Tammy Busch, Chief Business Officer reported that the District is required to submit an Unaudited Actual Report for FY2020-2021 to the Sacramento County Office of Education (SCOE) on or before September 15th. SCOE reviews and submits the district’s Unaudited Actual Report to the California Department of Education (CDE) on or before October 15th. During the review, an unapproved journal entry was discovered. The attached submittal is the Revised Unaudited Actual for FY2020-21.
- 9.2.2 Maintenance, Operations & Transportation Update, Ken Gaston, Director of MOT reported that fuel prices are at a record high and the District will need to monitor the expenditures closely. Mr. Gaston was excited to announce he had good news. Two bus driver applications and one van driver application has been received. He has high hopes that these applicants will complete the hiring process. He acknowledged Michael Mimiaga and Codi Agan, who have worked very hard to fill these positions. Mr. Gaston announced that a backup generator and water well tanks have been installed on the campus of Clarksburg Middle School. This was a collaborative project with Delta Elementary Charter School and River Delta Unified School District and will benefit both campuses during power outages.

- 9.3 Education Services' Reports and/or Presentation(s) - Nicole Latimer, Chief Educational Services Officer and Rebecca Bryant, Interim Director of Special Education
- 9.3.1 Educational Services Update – Nicole Latimer, Chief Educational Services Officer reported some of the projects the Educational Services Department has been working on. The department has been working on the Fall CalPads submission, adding records into the Special Education Information System (SEIS), a Strong Workforce Grant has been submitted to benefit the Ag Mechanics Classes. Educational Services has also been working on a articulation unit for Delta High School, Rio Vista High School with Cosumnes River College for Ag Mechanics. They are entertaining the idea of making an articulation unit for Ag Construction. Ms. Latimer is preparing for the Migrant Education meeting, which will be held via Zoom. Mr. Wright has been focusing on updates for the District's website to streamline the information making it easier for the families to access. Ms. Latimer has been working on outreach and support for the families of the recent fires. She stated that this was possible thanks to the generous donations from the public and resources in the communities. She announced that the MAP Testing window will be open from November 9-December 10th. She mentioned that they have been verifying the student demographic data as they prepare the CalPads report. And finally, Ms. Latimer has been working with Ms. Busch on the ESSER Plan.
- 9.3.2 Presentation showing the results of the progress measurement of the Local Indicators on the California Dashboard – Nicole Latimer, Chief Educational Services Officer reported that River Delta Unified School District (RDUSD) completed the Local Indicators reflection and rating on October 15, 2021. Ms. Latimer provided a summary presentation on the data collected in the 2020-21 school year.
- 9.3.3 Special Education Update – Rebecca Bryant, Interim Director of Special Education – No report given
- 9.4 River Delta Unified Teacher's Association (RDUTA) Update – Alyson Stiles, RDUTA President – No report given.
- 9.5 California State Employees Association (CSEA) Chapter #319 Update – Melinda Barkman, CSEA President – On behalf of CSEA, Mr. Groves reported that they have submitted a letter to "Sunshine" and begin the process for negotiations.
- 9.6 Clarksburg Community Park Project Update – Amanda Beck, President of Friends of Clarksburg Services and Recreation, a non-profit organization. Superintendent Wright introduced Amanda Beck, who will be providing an update on the incredible progress they have made toward the Clarksburg Community Park. Superintendent Wright announced that it was an honor to work with the organization and expressed her gratitude for their dedication.

Ms. Beck stated that it is an honor to work with the District and thanked the Board for allowing her to present the update and the support and cooperation from staff. Ms. Beck introduced herself and announced that the project and organization was formed in 2019 to bring a pool and park to Clarksburg and the North Delta Area with a partnership with River Delta Unified School District. The plan was intended to establish a non-profit, work with the District to establish a leasing structure, obtain capital funding through a grants and federal funds though legislature, and to fundraise for operational expenses for the park and aquatic center. The organization worked with the county administrator to fund a master plan for the project. She provided the master plan visuals which included the use of approximately 13 acres of the District's land. The lease would be a shared lease/joint use agreement with the District allowing the facility to be used by the community and the schools. The plan includes soccer fields, baseball fields, a walking track, a pool, track and field space, tennis courts and parking. An area for softball has had interest. Ms. Beck mentioned that she hopes to return to the Board with a draft agreement in the beginning of year for approval.

10. **Consent Calendar**

- 10.1 Approve Board Minutes
Regular Meeting of the Board, October 12, 2021
- 10.2 Receive and Approve Monthly Personnel Reports
As of November 9, 2021
- 10.3 District's Monthly Expenditure Report
October 2021

- 10.4 Request to Approve the Leave of Absence made by Employee #001545 – Codi Agan, Director of Personnel
- 10.5 Request to Approve the Two-year Agreement with Frontline Education for Time and Attendance Solution, not to exceed \$17,576, General Fund - Tammy Busch, Chief Business Officer
- 10.6 Request to Approve the Districtwide Fundraising Platform with SchoolStore.com for all River Delta Unified School District School Sites – Tammy Busch, Chief Business Officer
- 10.7 Request to Approved the Classified Management and Confidential Employees Salary Schedule - Tammy Busch, Chief Business Officer
- 10.8 Request to Approve Lease Agreements with Wizix Technology Group Inc. for Copiers and Printers at District Office, D.H. White Elementary School and Delta High School – General and Site Funds – Tammy Busch, Chief Business Officer
- 10.9 Request to Declare as Surplus Two Fax Machines and Six Printers from the District Office and deem their value as zero – Tammy Busch, Chief Business Officer
- 10.10 Request to Approve the Parent Teacher Club “Amazon Smile Account” Fundraiser for D.H. White Elementary – Nicholas Casey, Principal
- 10.11 Request to Approve the Parent Teacher Club “Holiday Gift Shop” Fundraiser for D.H. White Elementary School – Nicholas Casey, Principal
- 10.12 Request to Approve the Professional Expert Agree with Stacy Bankston to provide Mental Health Professional Development to Rio Vista High School Staff Members - Victoria Turk, Principal
- 10.13 Donations to Receive and Acknowledge:
 - River Delta Unified School District – Fire Victim Relief**
 - Rio Vista Lion’s Club - \$5,000 Visa Gift Card
 - F & M Bank - \$2,500
 - Rio Vista High School – In Memory of Tom Quijada**
 - Cheryle Apple

Member Mahoney made a motioned to pull 10.4 approving all other items, Member Lamera seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent) Member Mahoney moved to deny the request 10.4 Approve the Leave of Absence made by Employee #001545, Member Lamera second. Motion denied 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent)

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

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

11. Request to set and approve the scheduling of the Annual Organizational Meeting of the Board of Trustees of the River Delta Unified School District for Tuesday, December 14, 2021 with the Open Session beginning at 6:30 pm at the Rio Vista High School Theater – Katherine Wright, Superintendent

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

12. Request to Approve the Agreement with KeyAnalytics to Provide Project Tracking, Reporting and Compliance Services for Bond Related Expenditures, Implementation Fee of \$7,500 and Monthly Fee of \$3,500, Paid with Bond Funding – Tammy Busch, Chief Business Officer

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

13. Request to Approve the Independent Contract For Services Agreement with DIXON SmartSchoolHouse, LLC to Provide Oversight and Assist the District in Negotiations with Developer, at a Cost Not to Exceed \$25,000, Developer Fee Funds – Tammy Busch, Chief Business Officer
Member Apel moved to approve, Member Mahoney seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent)
14. Request to Approve the Revision of the English Learner Master Plan, Nicole Latimer, Chief Educational Services Officer and Carrie Norris, Principal and Coordinator of EL Services
Member Casillas moved to approve, Member Lamera seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent)
15. Request to Approve the Services from the Sacramento County Department of Technology to Provide Analyses, Trustee Area Redistricting Plan Creation, Presentations and Meeting Attendance, if Requested, cost of \$5,000-\$6300 From General Funds – Katherine Wright, Superintendent
Member Lamera made a motion that when redrawing the Trustee Area boundaries to keep the trustees within the boundaries and moved to approve the contract with the Sacramento County Department of Technology, Member Jelly seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent)
16. Request to Approve Agreement with AMS.net for the of Purchase and Installation of IP Speakers and Cabling at Rio Vista High School and D.H. White Elementary School – Not to Exceed \$34,854 General Maintenance Funding – Tammy Busch, Chief Business Officer
Member Lamera moved to approve, Member Casillas seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent)
17. 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 October 2021, as well as Title IX Policies and Regulations to reflect the policies and procedures of the District – Katherine Wright, Superintendent and Tammy Busch, Chief Business Officer and Title IX Coordinator
Member Lamera moved to approve, Member Mahoney seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent)
18. Request to Approve the Elementary and Secondary School Emergency Relief (ESSER III) Fund Report – Nicole Latimer, Chief Educational Services Officer and Tammy Busch, Chief Business Officer
Member Mahoney moved to approve, Member Riley seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent)
19. Request to Approve the Contract with Aeries Software, Inc. to Provide Configuration and Adding a Districtwide Online Enrollment Component to the District's SIS Software – \$4,758 from Educational Services Funds – Nicole Latimer, Chief Educational Services Officer
Member Apel moved to approve, Member Casillas seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent)
20. Request the Board Authorize HKIT Architects to Complete Phase III Master Planning Services for The Measure J and K Facilities Bond Programs - Measure J and Measure K for a total amount of \$40,720 – Tammy Busch, Chief Business Officer
Member Mahoney moved to approve, Member Riley seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent)
21. Request the Board to Give Superintendent Wight the Authorization to Award the Installation Contract of the Marquee Sign at Isleton Elementary School – Tammy Busch, Chief Business Officer
Member Apel moved to approve, Member Mahoney seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent)
22. Re-Adjourn to continue Closed Session, if needed – Board President Stone reported that re-adjourning to Closed Session was not necessary.

23. 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.
24. Adjournment: There being no further business before the Board, Board President Stone asked for a motion to adjourn.
Member Lamera moved to approve, Member Casillas seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent)

The meeting was adjourned at 8:39 p.m.

Submitted:

Approved:

Katherine Wright, Superintendent and
Secretary to the Board of Trustees

By: Jennifer Gaston, Recorder
End

Marilyn Riley, Clerk, Board of Trustees

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: December 14, 2021

Attachments: X

From: Codi Agan, Director of Personnel

Item Number: 10.2

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

SUBJECT:

Request to Approve the Monthly Personnel Transaction Report

BACKGROUND:

STATUS:

PRESENTER:

Codi Agan, Director of Personnel

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the Monthly Personnel Transaction Report as submitted

Time allocated: 2 minutes

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: December 7, 2021

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 10.3

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

SUBJECT:

Approve Monthly Expenditure Summary

BACKGROUND:

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

STATUS:

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Not Applicable

RECOMMENDATION:

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

Time allocated: 2 minutes

Cutoff amount: \$1.00

Select vendors with 1099 flags: of any setting.

Select payments with 1099 flags: of any setting.

Input file: Unknown Updated:

Report prepared: Wed, Dec 01, 2021, 8:58 AM

TRANS SUPPLIES	11/09/2021	22319436	PO-220482	313.88	N
MAINT SUPPLIES	11/09/2021	22319436	PO-220482	174.00	N
MAINT SUPPLIES	11/09/2021	22319436	PO-220488	221.66	N
MAINT CABLE	11/09/2021	22319436	PO-220491	97.29	N
MAINT SUPPLIES	11/09/2021	22319436	PO-220493	53.98	N
CAFE DISH DETERGENT	11/09/2021	22319437	PO-220498	406.32	N
SP ED SUPPLIES	11/09/2021	22319436	PO-220503	104.46	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
<hr/>						
014367 BANK OF AMERICA (Continued...)		SP ED SUPPLIES	11/09/2021	22319436 PO-220504	54.61	N
		ACCTS PAYABLE WRKSHP	11/09/2021	22319436 PO-220506	255.00	N
		CBO 2 WRKSHOPS	11/09/2021	22319436 PO-220507	510.00	N
		SP ED PRINTER	11/09/2021	22319436 PO-220509	269.23	N
		MAINT SUPPLIES	11/09/2021	22319436 PO-220510	30.25	N
		MAINT SUPPLIES	11/09/2021	22319436 PO-220511	160.74	N
		MAINT SUPPLIES	11/09/2021	22319436 PO-220512	57.01	N
		RMS SUPPLIES	11/09/2021	22319436 PO-220513	36.85	N
		RMS SUPPLIES	11/09/2021	22319436 PO-220513	57.92	N
		MAINT SUPPLIES	11/09/2021	22319436 PO-220514	267.73	N
		MAINT SUPPLIES	11/09/2021	22319436 PO-220518	50.11	N
		FIRE VICTIM GIFT CARDS	11/09/2021	22319436 PV-220297	1,800.00	N
		MAINT FASTTRAC	11/09/2021	22319436 PV-220297	6.00	N
		CTE RVHS OVEN	11/09/2021	22319436 PV-220297	637.88	N
		CASBO REFUND	11/09/2021	22319436 PV-220297	1,185.00-	N
		CASBO REFUND	11/09/2021	22319436 PV-220297	1,185.00-	N
		CBO CHAIR REFUND	11/09/2021	22319436 PV-220297	140.55-	N
		BRD MTNG SUPPLIES	11/09/2021	22319436 PV-220297	147.14	N
		BRD MTNG SUPPLIES	11/09/2021	22319436 PV-220297	46.91	N
<hr/>						
012586 BAY ALARM 60 BERRY DRIVE PACHECO, CA 94553	6,242.03	DW ALARM/MONITORING	11/02/2021	22318284 PO-220288	6,242.03	N
(209) 465-1986		N BALCO HOLDINGS				
<hr/>						
012147 BECERRA, LUCIA P.O. BOX 64 RYDE, CA 95680	324.67	ASP SEPT/OCT MILEAGE	11/09/2021	22319439 TC-220080	108.22	N
		ASP SEPT/OCT MILEAGE	11/09/2021	22319439 TC-220080	108.22	N
		ASP SEPT/OCT MILEAGE	11/09/2021	22319439 TC-220080	108.23	N
(0) - 0		N				
<hr/>						
015095 BRIOSO, TRINIDAD 9674 JAN MARIE WAY ELK GROVE, CA 95624	516.68	SP ED CONF REIMB/OCT MILEAGE	11/09/2021	22319440 TC-220081	472.44	N
		SP ED CONF REIMB/OCT MILEAGE	11/09/2021	22319440 TC-220081	44.24	N
(209) 625-7663		N				
<hr/>						
015204 BROOKCREST WATER COMPANY 1908 D ST	582.97	WG WATER	11/02/2021	22318297 PV-220283	337.72	N
		136357 BATES WATER	11/02/2021	22318297 PV-220283	66.50	N

SACRAMENTO, CA 95811-1123

101414 MOKE WATER
102296 WG ASP WATER

11/02/2021 22318297 PV-220283
11/02/2021 22318297 PV-220283

125.25 N
53.50 N

(916) 441-7261

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014614 BUCKMASTER 1801 TRIBUTE ROAD SACRAMENTO, CA 95815 (916) 923-0500	539.82	421081 DHS CONTRACT 420971 CMS CONTRACT	11/18/2021 11/18/2021	22320952 PV-220307 22320952 PV-220307	447.87 91.95	N N
012497 BUSWEST 21107 CHICO STREET CARSON, CA 90745 (209) 531-3928	1,379.68	410029467 TRANS SUPPLIES	11/02/2021	22318285 PO-220267	1,379.68	N
003681 CALIFORNIA AMERICAN WATER P.O. BOX 7150 PASADENA, CA 91109-7150 (888) 237-1333	762.00	WG WATER SERV	11/18/2021	22320953 PV-220309	762.00	N
012268 CALIFORNIA WASTE RECOVERY SYSTEMS 175 ENTERPRISE CT STE #A GALT, CA 95632-9047 (209) 369-6887	1,317.56	ISLE WASTE	11/18/2021	22320954 PV-220308	1,317.56	N
014242 CAMACHO MECHANICAL 618 A AIRPORT RD RIO VISTA, CA 94571 (209) 607-9807	4,591.56	8322 CAFE COOLER/INSTALL 8322 CAFE COOLER/INSTALL	11/18/2021 11/18/2021	22320970 PV-220325 22320970 PV-220325	1,450.00 3,141.56	Y Y
013347 CASBO PROFESSIONAL DEVELOPMENT 1001 K STREET, 5TH FLOOR SACRAMENTO, CA 95814 (0) - 0	2,370.00	142086/142087 PRECIADO, ARIAS	11/02/2021	22318298 PV-220286	2,370.00	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003327 CASP / CALIFORNIA ASSOCIATION 1020 12TH STREET SUITE 200 SACRAMENTO, CA 95814 (916) 444-1595	750.00	308 SP ED BRIOSO REGIST	11/30/2021	22321776 PO-220357	750.00	N
015241 CATES, LEA 837 GAZEBO LANE GALT, CA 95632 (661) 346-7925	74.92	DHW REIMB	11/02/2021	22318312 TC-220076	74.92	N
012184 CDE P.O. BOX 515006 SACRAMENTO, CA 95851-5006 () -	195.00	11111256 PRECIADO WRKSHP	11/18/2021	22320942 PO-220472	195.00	N
003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251 (0) - 0	1,800.99	WG/BATES/MOKE WASTE	11/18/2021	22320955 PV-220310	1,800.99	N
000201 CITY OF ISLETON P.O. BOX 716 101 SECOND STREET ISLETON, CA 95641 (916) 777-7770	1,233.15	86532 ISLE AUG SEWER 86940 ISLE SEPT SEWER 87386 ISLE SEPT SEWER	11/02/2021 11/02/2021 11/02/2021	22318286 PO-220159 22318286 PO-220159 22318286 PO-220159	411.05 411.05 411.05	N N N
000077 CITY OF RIO VISTA 1 MAIN STREET RIO VISTA, CA 94571 (0) - 0	12,124.50	RV SEWER SERVICE RV WATER SERVICE	11/16/2021 11/16/2021	22320264 PO-220286 22320264 PO-220286	5,667.99 6,456.51	N N
		N RIO VISTA FIRE				

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013922 COMPREHENSIV DRUG TESTING 230 COMMERCE, SUITE 100 IRVINE, CA 92602 (714) 852-5200 N	136.00	50186 TRANS DOT TESTING	11/02/2021	22318287 PO-220143	136.00	N
014215 CONTERRA ULTRA BROADBAND PO BOX 281357 ATLANTA, GA 30384-1357 (704) 936-1722 N	3,248.36	51075/50326 SEPT & NOV NETWORK	11/18/2021	22320956 PV-220311	3,248.36	N
013972 CONTRA COSTA RADIATOR INC 160 RIVER ROAD BLDG C UNIT 2 RIO VISTA, CA 94571 (707) 374-2299 N RICKY L FRAMPT	596.00	TRANS SMOG TESTS	11/30/2021	22321790 PV-220330	596.00	N
011787 COSUMNES RIVER COLLEGE COMMUNITY EDUCATION 8401 CENTER PARKWAY SACRAMENTO, CA 95823 () - N	650.00	DHS SCLRSHIP #1966242 TEJADA	11/09/2021	22319441 PV-220299	650.00	N
000162 COUNTY OF SACRAMENTO ENVIRONMENTAL MANAGMENT DEPT 10590 ARMSTRONG AVENUE MATHER, CA 95655-4153 (916) 875-8484 N	4,338.00	AR0004053 WG SML WTR PERMIT AR0005658 BATES SML WTR PERMIT AR00106721 BUS YRD SML WTR PRM	11/02/2021 11/02/2021 11/02/2021	22318299 PV-220287 22318299 PV-220287 22318299 PV-220287	1,382.00 1,382.00 1,574.00	N N N
015236 CREATIVE SUPPORTS 6773 SIERRA CT #E DUBLIN, CA 94568 (925) 201-3979 N	455.82	28160 CBO OFFICE CHAIR	11/18/2021	22320936 PO-220468	455.82	N

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015226 CULLIGAN OF NAPA VALLEY 1429 ILLINOIS STREET ST# 1 FAIRFILED, CA 94533 (707) 558-1000 N	74.00	844261 DO WATER 101708 RHS WATER	11/02/2021 11/02/2021	22318300 PV-220284 22318300 PV-220284	30.25 43.75	N N
015235 CUNNINGHAM, MISHELE PO BOX 471 RIO VISTA, CA 94571 (707) 701-1790 N	81.90	CAFE OCT MILEAGE	11/02/2021	22318314 TC-220078	81.90	N
013876 DATAPATH PO BOX 886009 LOS ANGELES, CA 90088-6009 (888) 693-2827 N	56,903.91	153323 DW IT SERVICES 153323 DW IT SERVICES 153323 DW IT SERVICES 153323 DW IT SERVICES 153323 DW IT SERVICES 153420 DHS FIBER INVESTGNT 153503 360 CLOUD	11/02/2021 11/02/2021 11/02/2021 11/02/2021 11/02/2021 11/18/2021 11/30/2021	22318288 PO-220191 22318288 PO-220191 22318288 PO-220191 22318288 PO-220191 22318295 PO-220191 22320937 PO-220515 22321777 PO-220435	121.82 11,573.21 121.82 121.82 243.64 1,420.80 43,300.80	N N N N N N N
013722 DE LAGE LANDEN PUBLIC FINANCE 1111 OLD EAGLE SCHOOL ROAD WAYNE, PA 19087 (800) 736-0220 N	1,057.55	74363781 F5 LEASE 74363755 WG LEASE 74076314 BATES LEASE 74424410 ED SV COPIER 74424935 BUS OFF COPIER	11/18/2021 11/18/2021 11/18/2021 11/18/2021 11/18/2021	22320943 PO-220039 22320943 PO-220089 22320943 PO-220230 22320957 PV-220312 22320957 PV-220312	80.81 167.00 409.17 231.66 168.91	N N N N N
002819 DELTA CARE DEPT #0170 LOS ANGELES, CA 90084-0170 (0) - 0 N	46.98	NOV 21 RETIREE PREMIUMS	11/09/2021	22319442 PV-220300	46.98	N
012807 DELTA ELEMENTARY CHARTER SCHOOL 36230 N SCHOOL ST CLARKSBURG, CA 95612 (916) 995-1335 N	169,679.00	NOV 2021 TAX IN LIEU	11/02/2021	22318301 PV-220288	169,679.00	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015248 DIXON SMARTSCHOOLHOUSE 4 VIA CANCION SAN CLEMENTE, CA 92673	750.00	1274 CONSULTING SERV	11/16/2021	22320275 PV-220306	750.00	N
(0) - 0						N
014684 DMV PO BOX 942897 SACRAMENTO, CA 94297-0899	556.00	12083E3 TRANS REGIST FEES	11/18/2021	22320958 PV-220313	556.00	N
(0) - 0						N
010469 E.F. KLUDT & SONS INC P.O. BOX 166 LODI, CA 95241-0166	5,706.13	284212 TRANS FUEL 285231 TRANS FUEL	11/02/2021 11/30/2021	22318289 PO-220142 22321783 PO-220142	3,311.67 2,394.46	N N
(0) - 0						N
014564 EBEN BURGOON 1801 1ST AVE. SACRAMENTO, CA 95818	611.44	ISLE WORKSHOP	11/30/2021	22321791 PV-220331	611.44	Y
(0) - 0						Y EBEN BURGOON
015200 EMS LINQ 2528 INDEPENDENCE BLVD #200 WILMINGTON, NC 28412	7,782.00	C7174 POS SYSTEM	11/18/2021	22320971 PV-220326	7,782.00	N
(800) 541-8999						N
015246 FERNANDEZ, DESIREE 37 KENNELFORD CR SACRAMENTO, CA 95823	25.90	ASP CPR REIMB	11/16/2021	22320276 TC-220092	25.90	N
(916) 475-8276						N
013793 FLORENCE FILTER CORPORATION 530 WEST MANVILLE STREET	2,691.38	119763 MAINT SUPPLIES	11/30/2021	22321778 PO-220465	2,691.38	N

COMPTON, CA 90220

(310) 637-1137

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014870 FORTUNA UNION HS DISTRICT C/O SANDY DALE 379 12TH STREET FORTUNA, CA 95540 (707) 725-4461	350.00	RVHS AG BARTLETT/YATES RVHS AG BARTLETT/YATES	11/02/2021 11/02/2021	22318279 PO-220516 22318279 PO-220516	175.00 175.00	N N
002897 FRIEDEL, MANDI 500 S. 2ND STREET RIO VISTA, CA 94571 (0) - 0	88.48	DHW AUG/SEPT MILEAGE	11/09/2021	22319443 TC-220082	88.48	N
011339 FRONTIER COMMUNICATIONS CORPORATION THREE HIGH RIDGE PARK STAMFORD, CT 06905 (0) - 0	3,865.27	DW PHONE SERVICE RADIO RIO CIRCUIT	11/16/2021 11/18/2021	22320265 PO-220287 22320973 PV-220328	3,703.11 162.16	N N
015227 FRONTLINE EDUCATION 1400 ATWATER DRIVE MALVERN, PA 19355 (0) - 0	11,291.54	148346 ANNUAL FEE 148345 IMPLEMENTATION	11/18/2021 11/18/2021	22320938 PO-220549 22320938 PO-220549	4,166.54 7,125.00	N N
014234 GIRARD EDWARDS STEVENS & TUCKER LLP., ATTORNEYS AT LAW 8801 FOLSOM BLVD STE 285 SACRAMENTO, CA 95826 (916) 706-1255	2,194.50	3712 ATTY FEES 3712 ATTY FEES	11/16/2021 11/16/2021	22320271 PV-220302 22320271 PV-220302	370.50 1,824.00	Y Y
003354 GOPHER SPORT 2525 LEMOND ST SW OWATONNA, MN 55060-0998 (800) 533-0446	85.19	63817 ISLE SUPPLIES	11/16/2021	22320259 PO-220174	85.19	N
		N THE PROPHET CO				

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014623 GRANADOS-ORDAZ, YAZMIN PO BOX 947 WALNUT GROVE, CA 95690 (0) - 0 N	126.00	CMS OCT/NOV MILEAGE	11/09/2021	22319444 TC-220083	126.00	N
000711 GROW WEST PARTS 14301 RAILROAD AVE WALNUT GROVE, CA 95690- (916) 776-1744 N THE LYMAN GROU	117.21	13112 TRANS SUPPLIES	11/18/2021	22320944 PO-220151	117.21	N
014868 HALL, SARA PO BOX 9586 TRUCKEE, CA 96162 (916) 640-3533 Y	2,225.00	SP ED BHVR ASSMNTS	11/16/2021	22320266 PO-220179	2,225.00	Y
014500 HAND IN HAND THERAPEUTICS 214 ELMWOOD AVE MODESTO, CA 95354 (209) 604-8533 Y WAYNE STEVENSO	3,630.00	SP ED OCC THERAPY W/E 11/4 SP ED OCC THERAPY W/E 10/29	11/16/2021 11/16/2021	22320267 PO-220176 22320267 PO-220176	2,090.00 1,540.00	Y Y
013968 HIBMA, DONNA 655 RUBIER WAY RIO VISTA, CA 94571 (0) - 0 N	69.26	CAFE SEPT MILEAGE	11/16/2021	22320283 TC-220098	69.26	N
013947 HOME DEPOT PRO PO BOX 742056 LOS ANGELES, CA 90074-2056 (877) 577-1114 N	175.73	647651298 CUST SUPPLIES 647925197 CUST SUPPLIES 647651280 CUST SUPPLIES 645981622 CUST SUPPLIES	11/02/2021 11/02/2021 11/02/2021 11/02/2021	22318290 PO-220125 22318290 PO-220125 22318290 PO-220125 22318290 PO-220125	51.41 59.26 12.67 52.39	N N N N
012272 HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY	558.46	955456390 ED SV BOOKS	11/18/2021	22320939 PO-220500	558.46	N

222 BERKELEY STREET
BOSTON, MA 02116

(800) 225-5425

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011917 INDOFF 11816 LACKLAND AVENUE ST. LOUIS, MO 63146-4206 (707) 374-4037	1,248.45	3494240/3492267 ISLE SUPPLIES 3494240/3492267 ISLE SUPPLIES 3521838 BATES SUPPLIES 3492267/3494240 ISLE SUPPLIES	11/16/2021 11/16/2021 11/30/2021 11/30/2021	22320260 PO-220173 22320260 PO-220173 22321784 PO-220232 22321792 PV-220332	490.26 59.24 149.45 549.50	N N N N
011311 LA RUE COMMUNICATIONS 521 E. MINER AVE STOCKTON, CA 95202 (209) 463-1900	330.00	9143 TRANS UHF REPEATER	11/16/2021	22320268 PO-220144	330.00	7
000548 LIRAS SUPERMARKET 609 HWY 12 RIO VISTA, CA 94571 (707) 374-5399	87.17	#135 ED SV SUPPLIES	11/18/2021	22320959 PV-220314	87.17	N
015183 LOPEZ, LUIS PO BOX 237 HOOD, CA 95639 (0) - 0	99.96	OCT MILEAGE	11/09/2021	22319445 TC-220085	99.96	N
014665 LOY MATTISON ENTERPRISES 7038 ALMOND HILL COURT ORANGEVALE, CA 95662 (0) - 0	1,072.50	90121103121 ERATE SERVICE	11/18/2021	22320945 PO-220061	1,072.50	Y
014144 MARTINEZ, SANDRA PO BOX 298 ISLETON, CA 95641 (0) - 0	156.80	F5 OCT MILEAGE	11/09/2021	22319446 TC-220086	156.80	N
014355 MAXIM STAFFING SOLUTIONS 12558 COLLECTIONS CENTER DR	3,706.56	E42184750262 NURSING ASSTS	11/30/2021	22321785 PO-220451	3,706.56	N

CHICAGO, IL 60693

(800) 394-7195

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015110 MAYNARD, NIKKA 4545 BEACON COURT RIO VISTA, CA 94571 (0) - 0 N	154.56	CAFE OCT MILEAGE	11/02/2021	22318315 TC-220079	154.56	N
014107 MCCARTY, MELADEE 9217 VERVAIN WAY SACRAMENTO, CA 95829-8733 (209) 601-2940 Y	240.00	SP ED PROF SERVICES	11/16/2021	22320269 PO-220158	240.00	Y
011392 MCGRAW HILL SCHOOL PUBLISHING 220 E DANIELDALE ROAD DESOTO, TX 75115 (614) 755-4151 N	2,773.20	120138332001 ED SV DIGITAL BKS	11/02/2021	22318282 PO-220449	2,773.20	N
015244 MGM TRANSPORTATION 7040 30TH STREET UNIT 4 NORTH HIGHLANDS, CA 95660 (888) 309-5551 N	1,600.00	590 DHS CHARTER BUS FTBL	11/18/2021	22320940 PO-220530	1,600.00	N
014990 MINDSPEAKER PRINTING 1163 GRANDVIEW DR PROVIDENCE, UT 84332 (707) 321-9425 N	299.46	RD01 ISLE TSHIRTS	11/16/2021	22320272 PV-220303	299.46	N
012837 MOBILE MODULAR 5700 LAS POSITAS ROAD LIVERMORE, CA 94551 (925) 606-9000 N MCGRATH RENTCO	625.00	2207521 MODULAR LEASE	11/18/2021	22320972 PV-220327	625.00	N
015253 MOUSER ELECTRONICS 1000 NORTH MAIN STREET	225.95	23343289 RADIO RIO SUPPLIES	11/18/2021	22320974 PV-220329	225.95	N

MANSFIELD, TX 76063

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013068 NCS PEARSON INC 5601 GREEN VALLEY DRIVE DRIVE BLOOMINGTON, MN 55437 (0) - 0 N	407.78	15606584 SP ED SUPPLIES	11/30/2021	22321779 PO-220329	407.78	N
013794 NORTH DELTA WATER AGENCY 910 K STREET SUITE 310 SACRAMENTO, CA 95814 (916) 446-0197 N	2,947.42	2726 BENEFIT ASSESSMENT	11/18/2021	22320961 PV-220316	2,947.42	N
014359 NORTH STATE TIRE CO 1610 KATHLEEN AVE SACRAMENTO, CA 95815 (916) 922-1075 N	517.35	K113185 TRANS SUPPLIES	11/18/2021	22320962 PV-220317	517.35	N
003218 ORIENTAL TRADING CO INC 4206 SOUTH 108TH STREET OMAHA, NE 68137 (800) 228-0475 N OTC DIRECT INC	68.40	711578288 WG SUPPLIES	11/18/2021	22320941 PO-220378	68.40	N
014454 OROZCO, PRITIKA 14216 SHOP STREET WALNUT GROVE, CA 95690 (916) 491-0657 N	564.48	OCT PARENT MILEAGE	11/16/2021	22320277 TC-220093	564.48	N
015232 PALMA HERNANDEZ, MARIA 928 THEREZA WAY RIO VISTA, CA 94571 (0) - 0 N	216.72	OCT MILEAGE	11/09/2021	22319447 TC-220084	216.72	N

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011968 PARENT PROJECT INC SALES & SHIPPING 9077 ARROW ROUTE #120 RANCHO CUCAMONGA, CA 91730 (0) - 0 N	589.23	10827 WIND RIV SPPLS	11/02/2021	22318309 PV-220295	589.23	N
014465 PARKER & COVERT LAW OFFICE 17862 EAST SEVENTEENTH ST#204 EAST BUILDING TUSTIN, CA 92780 (714) 573-0900 Y PARKER & COVE	5,687.50	74497 ATTY FEES 74497 ATTY FEES 74497 ATTY FEES 74497 ATTY FEES	11/30/2021 11/30/2021 11/30/2021 11/30/2021	22321794 PV-220334 22321794 PV-220334 22321795 PV-220334 22321796 PV-220334	30.00 95.00 4,037.50 1,525.00	Y Y Y Y
013692 PATIN, ANGELA 633 MADERE STREET RIO VISTA, CA 94571 (707) 628-4406 N	207.20	NURSE OCT MILEAGE	11/16/2021	22320278 TC-220094	207.20	N
013895 PEARSON CLINICAL ASSESSMENT ORDERING PO BOX 599700 SAN ANTONIO, TX 78259 (800) 627-7271 N	140.56	16338794 SP ED SUPPLIES	11/02/2021	22318280 PO-220485	140.56	N
003270 PG&E 685 EMBARCADERO DRIVE SACRAMENTO, CA 95605 (0) - 0 N PACIFIC GAS AN	41,100.98	RADIO RIO ELECT DW ELECTRIC	11/02/2021 11/18/2021	22318303 PV-220289 22320946 PO-220289	28.22 41,072.76	N N
012857 PRISTINE REHAB CARE 706 N. DIAMOND BAR BLVD STE #B DIAMOND BAR, CA 91765 (317) 371-3866 Y	28,522.24	7630/7631 SPEECH THERAPY	11/16/2021	22320270 PO-220165	28,522.24	7

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015242 R.W. SMITH PO BOX 51847 LOS ANGELES, CA 90051-6147	4,641.78	2363265 CAFE DHS FRIDGE 2363265 CAFE DHS FRIDGE	11/16/2021 11/16/2021	22320273 PV-220304 22320273 PV-220304	4,566.78 75.00	N N
(0) - 0						N
010909 RAPP, TIM 8149 BRAMFIELD WAY SACRAMENTO, CA 95829	90.77	DHS GAS FOR VAN/FB TEAM TRAVEL	11/16/2021	22320279 TC-220095	90.77	N
() -						N
000193 RIO VISTA ACE HARDWARE 506 STATE HIGHWAY 12 RIO VISTA, CA 94571	582.38	270676 MAINT SUPPLIES 303915 DHW SUPPLIES	11/02/2021 11/18/2021	22318291 PO-220110 22320947 PO-220065	563.80 18.58	N N
(0) - 0						N
010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607	2,096.92	DO WASTE SERV DHW/RVHS WASTE	11/02/2021 11/18/2021	22318302 PV-220290 22320960 PV-220315	127.62 1,969.30	N N
(0) - 0						N
010048 RIVER DELTA REVOLVING FUND 445 MONTEZUMA ST RIO VISTA, CA 94571	177.53	C. HANSEN WRONG ACCT A. BERRY BAD ACCT. D. MAHONEY DAMAGED CHECK	11/30/2021 11/30/2021 11/30/2021	22321793 PV-220333 22321793 PV-220333 22321793 PV-220333	107.15 11.52 58.86	N N N
(0) - 0						N
014982 RIVERA-GARCIA, MARIA PO BOX 753 WALNUT GROVE, CA 95690	147.84	F5 OCT MILEAGE	11/09/2021	22319448 TC-220087	147.84	N
(916) 270-5670						N
014784 ROMAN, ANA 120 TAHOE	67.14	SP ED OCT MILEAGE	11/09/2021	22319449 TC-220088	67.14	N

RIO VISTA, CA 94571

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015213 ROSE, NANCI 9440 CLEMENTINE WAY ELK GROVE, CA 95758	458.74	REIMB/ HOTEL/MLG FTBL SPRVSN	11/02/2021	22318313 TC-220077	168.00	N
		REIMB/ HOTEL/MLG FTBL SPRVSN	11/02/2021	22318313 TC-220077	261.25	N
		REIMB/ HOTEL/MLG FTBL SPRVSN	11/02/2021	22318313 TC-220077	29.49	N
(0) - 0 N						
000095 S M U D P.O. BOX 15555 SACRAMENTO, CA 95852	8,008.94	WG/BATES ELECT	11/18/2021	22320948 PO-220292	8,008.94	N
(0) - 0 N						
012225 SACRAMENTO COUNTY COUNTY OF SACRAMENTO 700 H STREET ROOM 1710 SACRAMENTO, CA 95814	2,666.68	FISCAL AGNT FEES 1ST QTR	11/02/2021	22318304 PV-220296	357.60	N
		FISCAL AGNT FEES 1ST QTR	11/02/2021	22318304 PV-220296	357.60	N
		FISCAL AGNT FEES 1ST QTR	11/02/2021	22318304 PV-220296	357.60	N
		FISCAL AGNT FEES 1ST QTR	11/02/2021	22318304 PV-220296	357.60	N
		FISCAL AGNT FEES 1ST QTR	11/02/2021	22318304 PV-220296	388.76	N
(916) 874-8250 N		MSR J FISCAL AGNT FEES 1ST QTR	11/02/2021	22318310 PV-220296	423.76	N
		MSR K FISCAL AGNT FEES 1ST QTR	11/02/2021	22318311 PV-220296	423.76	N
000090 SACRAMENTO COUNTY UTILITIES 9700 GOETHE ROAD SUITE C SACRAMENTO, CA 95827	317.23	WG/BATES SEWER SERV	11/02/2021	22318305 PV-220291	317.23	N
(0) - 0 N						
015247 SALES, ANISSA 1128 YVONNE AVE MANTECA, CA 95336	59.55	JAYCEON LUNCH MONEY REIMB	11/16/2021	22320274 PV-220305	59.55	N
(0) - 0 N						
003318 SCHOOL SPECIALTY INC W6316 DESIGN DRIVE GREENVILLE, WI 54942	91.88	308103901343 CMS SUPPLIES	11/30/2021	22321786 PO-220185	91.88	N
(0) - 0 N						

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000316 SCHOOLS INSURANCE AUTHORITY P.O. BOX 276710 SACRAMENTO, CA 95827-6710	717.50	112022.15 EMP ASST PROGRAM 112022.15 EMP ASST PROGRAM	11/18/2021 11/18/2021	22320963 PV-220318 22320963 PV-220318	351.57 365.93	N N
(0) - 0						N
014444 SEQUOIA FLORAL 3245 SANTA ROSA AVENUE SANTA ROSA, CA 95407	387.14	29694 RVHS AG SUPPLIES 29694 RVHS AG SUPPLIES	11/16/2021 11/16/2021	22320261 PO-220486 22320261 PO-220486	193.57 193.57	N N
(707) 525-0780						N
015220 SERVANIA, ROLLY PO BOX 9075 PITTSBURG, CA 94565	76.44	OCT MILEAGE	11/09/2021	22319450 TC-220089	76.44	N
(925) 698-7098						N
014524 SHRED IT PO BOX 101007 PASADENA, CA 91189-1007	289.74	8000050522 DO SHREDDING	11/18/2021	22320964 PV-220319	289.74	N
(0) - 0						N
013858 SPURR 1850 GATEWAY BOULEVARD CONCORD, CA 94520	1,241.57	DW GAS CAFE CMS GAS	11/18/2021 11/18/2021	22320949 PO-220291 22320950 PO-220291	967.93 273.64	N N
(888) 400-2155						N
014069 STAPLES ADVANTAGE 500 STAPLES DRIVE FRAMINGHAM, MA 01702	1,826.98	3490489053 ED SV SUPPLIES 3482498301 SUPT SUPPLIES 3490083405 CMS SUPPLIES 3488004353 ASP SUPPLIES 348847074 ASP SUPPLIES 3487257752 ASP SUPPLIES 3488004354 ASP SUPPLIES 3487371300 ASP SUPPLIES 3487780663 ASP SUPPLIES	11/02/2021 11/02/2021 11/02/2021 11/02/2021 11/02/2021 11/02/2021 11/02/2021 11/02/2021 11/02/2021	22318281 PO-220099 22318292 PO-220156 22318292 PO-220187 22318292 PO-220310 22318292 PO-220310 22318292 PO-220310 22318292 PO-220310 22318292 PO-220311 22318292 PO-220312	39.26 561.01 33.87 16.33 68.95 212.26 59.36 424.51 214.23	N N N N N N N N N
(0) - 0		N STAPLES CONTRA				N

3490945150	RMS	SUPPLIES	11/02/2021	22318292	PO-220371	39.79	N
3490538438	RMS	SUPPLIES	11/02/2021	22318292	PO-220371	55.84	N
3489514965	ASP	SUPPLIES	11/02/2021	22318292	PO-220460	33.85	N
3489514965	ASP	SUPPLIES	11/02/2021	22318292	PO-220460	33.86	N
3489514965	ASP	SUPPLIES	11/02/2021	22318292	PO-220460	33.86	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003646 STATE OF CALIFORNIA 1300 I STREET SUITE 810 SACRAMENTO, CA 95814 (0) - 0 N	601.00	536563 HR FINGERPRINTING	11/02/2021	22318306 PV-220292	601.00	N
000096 STEWART INDUSTRIAL SUPPLY INC 608 HWY 12 RIO VISTA, CA 94571 (707) 374-5567 N	804.77	23100 TRANS SUPPLIES	11/30/2021	22321787 PO-220132	804.77	N
015209 STEWART SIGNS CANTU COURT STE 215 SARASOTA, FL 34232 (0) - 0 N	51,448.74	211996/211997 DHW RMS DISPLAYS 212004 WG DISPLAY	11/30/2021 11/30/2021	22321781 PO-220317 22321782 PO-220319	38,504.34 12,944.40	N N
015219 STREET, ANNA 6331 RIVERSIDE BLVD SACRAMENTO, CA 95831 (0) - 0 N	125.44	F5 OCT MILEAGE	11/09/2021	22319451 TC-220090	125.44	N
014578 THE POINT RESTAURANT 120 MARINA DRIVE RIO VISTA, CA 94571 (707) 374-5400 N	525.00	DHW LUNCH	11/09/2021	22319452 PV-220301	525.00	N
015233 TORIO, JODIE 206 S SECOND STREET #6 RIO VISTA, CA 94571 (0) - 0 N	177.52	OCT MILEAGE	11/09/2021	22319453 TC-220091	177.52	N
014873 TPX COMMUNICATIONS	3,242.45	RVHS/DHS/DO LONG DISTANCE	11/18/2021	22320965 PV-220320	3,242.45	N

PO BOX 509013
SAN DIEGO, CA 92150-9013

(877) 487-2877

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012694 U.S. BANK 221 SOUTH FIGUEROA ST, STE 210 LM-CA-F2TC LOS ANGELES, CA 90012 (0) - 0 N	10,323.01	OCTOBER 2021 GASB 75	11/02/2021	22318307 PV-220293	10,323.01	N
012479 ULINE 2200 S LAKESIDE DRIVE WAUKEGAN, IL 60085 (800) 295-5510 N	546.42	141176756 MAINT SUPPLIES	11/30/2021	22321780 PO-220528	546.42	N
001896 UNITED PARCEL SERVICE INC 55 GLENLAKE PARKWAY NE ATLANTA, GA 30328 (0) - 0 N	149.86	DO SHIPPING	11/18/2021	22320966 PV-220321	149.86	N
013997 VERIZON WIRELESS ONE VERIZON PLACE ALPHARETTA, GA 30004 () - Y VERIZON WIRELE	3,603.44	DW CELLULAR SP ED CELLULAR ASP CELLULAR	11/02/2021 11/02/2021 11/02/2021	22318293 PO-220290 22318293 PO-220290 22318293 PO-220290	3,348.79 50.93 203.72	7 7 7
014978 WALLACE, STACY 1266 IVY WAY MANTECA, CA 95336 (714) 305-0061 N	508.89	ISLE/PRES REIMB ISLE/PRES REIMB ISLE/PRES REIMB	11/16/2021 11/16/2021 11/16/2021	22320280 TC-220096 22320280 TC-220096 22320282 TC-220096	130.81 340.31 37.77	N N N
000104 WARREN'S MACHINE & WELDING 52270 CLARKSBURG ROAD P.O. BOX 398 CLARKSBURG, CA 95612 (916) 744-1667 Y WIGLEY, WARREN	128.70	18059 DHS SUPPLIES 18059 DHS SUPPLIES	11/02/2021 11/02/2021	22318294 PO-220280 22318294 PO-220280	64.35 64.35	7 7

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010906 WASTE MANAGEMENT OF WOODLAND P.O. BOX 78251 PHOENIX, AZ 85062-8251	1,964.21	DHW WASTE	11/18/2021	22320967 PV-220322	1,964.21	N
(0) - 0						N
015228 WEST COAST BROADCAST SERV 2006 G STREET SACRAMENTO, CA 95811	4,041.16	RVH-001 & 003 RADIO RIO ANTENN RVH-001 & 003 RADIO RIO ANTENN RVH-001 & 003 RADIO RIO ANTENN RVH-001 & 003 RADIO RIO ANTENN	11/16/2021 11/16/2021 11/16/2021 11/16/2021	22320262 PO-220394 22320262 PO-220394 22320262 PO-220394 22320262 PO-220394	767.36 609.20 1,164.60 1,500.00	N N N N
(530) 554-0603						N
012528 WILLIAMS SCOTSMAN INC 901 SOUTH BOND ST. #600 BALTIMORE, MD 21231	4,122.64	RVHS MODULAR LEASE RMS MODULAR LEASES DHW MODULAR LEASE	11/18/2021 11/18/2021 11/18/2021	22320951 PO-220208 22320951 PO-220208 22320951 PO-220208	1,030.66 2,061.32 1,030.66	N N N
(800) 782-1500						N
014049 WILSON ARCHITECTURE INC 609 15TH STREET MODESTO, CA 95354	12,780.00	20211029 DISPLAY INSTALLS 20211029 WG DISPLAY INSTALL	11/30/2021 11/30/2021	22321788 PO-220315 22321789 PO-220318	9,630.00 3,150.00	N N
(0) - 0						N
014450 WIZIX 4777 BENNETT DRIVE SUITE D LIVERMORE, CA 94551	138.97	239062 BATES PRINT CHRGS	11/02/2021	22318308 PV-220294	138.97	N
(916) 913-6191		N WIZIX TECHNOLO				
014388 WPS PUBLISH 625 ALASKA AVENUE TORRANCE, CA 90503-5124	166.53	106067 SP ED SUPPLIES	11/02/2021	22318283 PO-220502	166.53	N
(800) 648-8857						N
003308 WRIGHT, KATHERINE 400 SOUTH FRONT STREET	26.99	STALEDATED WARRANT 21400125	11/18/2021	22320968 PV-220323	26.99	N

RIO VISTA, CA 94571

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
001439 YOLO SOLANO AIR QUALITY MANAGEMENT DISTRICT 1947 GALILCO CT. STE 103 DAVIS, CA 95616 (530) 757-3650 N	485.00	9421 ANNUAL FEES	11/18/2021	22320969 PV-220324	485.00	N
015245 ZUNIGA, ZARIDA 1345 E. KETTLEMAN LANE LODI, CA 95240 (0) - 0 N	439.82	OCT/NOV PARENT MILEAGE	11/16/2021	22320281 TC-220097	439.82	N
District total:	552,825.60					
Report total:	552,825.60					

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: December 14, 2021

Attachments: X

From: Jamie Quirino Bautista, Director of Special Education

Item Number: 10.4

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

SUBJECT:

Request to Approve the Additional Cost of \$50,000 to the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest) for the 2021-2022 school year.

BACKGROUND:

This is in addition to the current contract. There are students within our district that require programs and services unique to their needs. The IEP team determined Point Quest to be the Least Restrictive Environment (LRE) to meet these students' needs.

STATUS:

The original 2021-2022 contract was not to exceed \$100,000 for two students who attended Point Quest. It is necessary to increase the contract for one additional student.

PRESENTER: Jamie Quirino Bautista, Director of Special Education

OTHER PEOPLE WHO MIGHT BE PRESENT:

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

RECOMMENDATION:

That the Board approves the additional cost of \$50,000 to the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest) for the 2021-2022 school year.

Time allocated: 2 minutes

SACRAMENTO COUNTY SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2021-2022

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2021-2022

Nonpublic School
 Nonpublic Agency

Type of Contract:

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

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

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

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

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2021-2022

CONTRACT NUMBER:

LEA: River Delta Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Point Quest Education

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2021, between the River Delta Unified School District (hereinafter referred to as the local educational agency "LEA" or "District") and Point Quest Education (nonpublic, nonsectarian school or agency, hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

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

2. CERTIFICATION AND LICENSES

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

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2021 to June 30, 2022 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2022. In the event a subsequent Master Contract is not renegotiated by June 30, 2022, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Cal. Code Regs., tit. 5, § 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

15. INSURANCE

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

PART I

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

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

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

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

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

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

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

Part A – Statutory Limits

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

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

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

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

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

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

19. CONFLICTS OF INTEREST

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

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

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

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

25. CALENDARS

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

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

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

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

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

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

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

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

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

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

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

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

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

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

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

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

37. TRANSCRIPTS

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

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

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

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

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

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

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

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

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

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

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

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

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

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

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

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

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

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

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

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

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

46. STAFF QUALIFICATIONS

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

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

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

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

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

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

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

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

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

48. STAFF ABSENCE

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

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

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

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

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

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

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

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

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

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

51. FACILITIES AND FACILITIES MODIFICATIONS

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

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

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

52. ADMINISTRATION OF MEDICATION

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

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

53. INCIDENT/ACCIDENT REPORTING

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

54. CHILD ABUSE REPORTING

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

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

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

55. SEXUAL HARASSMENT

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

56. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

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

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

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

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

58. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

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

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

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

59. PAYMENT FROM OUTSIDE AGENCIES

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

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

61. INSPECTION AND AUDIT

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

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

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

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

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

62. RATE SCHEDULE

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

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

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

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

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

representatives. This Master Contract is effective on the 1st day of July 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

CONTRACTOR

LEA
River Delta Unified School District

Nonpublic School/Agency

By: _____
Signature Date

Name and Title of Authorized Representative

By: _____
Signature Date
By: _____
Jamie Bautista, Director of Special Education
Name and Title of Authorized Representative

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

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

Name and Title

Nonpublic School/Agency/Related Service Provider

Address

City State Zip

Phone Fax

Email*
(*Required)

River Delta Unified School District

LEA
445 Montezuma Street

Address
Rio Vista Ca 94571

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

Phone Fax
tsalomon@rdusd.org

Email

Additional LEA Notification
(Required if Completed)

Name and Title

LEA

Address

City State Zip

Phone Fax

Email

EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY – 2021-2022 CONTRACT YEAR

CONTRACTOR Point Quest Education **CONTRACTOR NUMBER** 2021-2022
(NONPUBLIC SCHOOL) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by CDE Certification.**

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

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

A. <u>Basic Education Program/Special Education Instruction</u>	<u>Rate</u>	<u>Period</u>
Basic Education Program/Dual Enrollment	<u>\$195.00</u>	<u>Daily Rate</u>

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA)	<u>\$50.00</u>	<u>Round Trip</u>
	b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA)	_____	_____
	c. Transportation-Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	<u>\$112.00</u>	<u>Per hour</u>
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech - Consultation Rate	<u>\$100.00</u>	<u>Per hour</u>
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	<u>\$112.00</u>	<u>Per hour</u>
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy - Consultation Rate	<u>\$100.00</u>	<u>Per hour</u>
(9)	Physical Therapy	_____	_____
(10)	a. Behavior Intervention – BII	_____	_____
	b. Behavior Intervention – BID	_____	_____
	Provided by: _____	_____	_____
(11)	Nursing Services	_____	_____

*Parent transportation reimbursement rates are to be determined by LEA.
 **By credentialed Special Education Teacher.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: December 14, 2021

Attachments: X

From: Jamie Quirino Bautista, Director of Special Education

Item Number: 10.5

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

SUBJECT:

Request to Approve the Service Agreement with Language People, Inc. to provide Interpreting Services for the Special Education Department for the 2021-2022 School Year at a cost not to exceed \$5,000.

BACKGROUND:

Individualized Education Program (IEP) meetings depend on good communication between parents and special education service providers. When parents do not speak English, schools must bring in an interpreter to ensure that team members understand each other and that parents can give informed consent. Interpreters must be trained in the latest IEP technical terminology.

STATUS:

This is a new contract. River Delta Unified School District will offer training for school staff members in February to become qualified interpreters. Language People, Inc. can provide language interpretation services until district staff members have been trained.

PRESENTER: Jamie Quirino Bautista, 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 approves the Service Agreement with Language People, Inc. for the 2021-2022 school year at a cost not to exceed \$5,000.

Time allocated: 2 minutes



Fees for Services Agreement

This Agreement for Service shall be between Language People, Inc. and River Delta Unified School District (hereinafter "CLIENT").

Service Contact

Company: River Delta Unified School District

Address: Need address here

Contact: Jamie Quirino Bautista
Title: Director of Special Education
Email: jqbautista@rdusd.org

Phone: 707.374.1724

Fax:

Billing Contact

Company: River Delta Unified School District

Address: Need billing address here

Contact: Need All billing information
Title:
Email:

Phone:

Fax:

Thank you for contacting Language People, Inc. regarding language services. The quote in this Fee for Services Agreement is valid for 30 days from the time of receipt. Once signed by both parties, this Agreement will become the contract between Language People, Inc. and CLIENT regarding such services for **twelve (12)** months from the date signed.

Please note that a signature on this document does not bind or obligate CLIENT to utilize every service listed, but rather simply provides a written understanding that in the event a representative of CLIENT requests any type of service documented here, that financial obligations associated with those requests are understood and agreed to.

Services Provided by Language People, Inc.

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Face-to-Face Interpretation

On-site Interpretation (Face-to-Face):

LP will send interpreters to appointments at the times and locations specified by CLIENT to interpret between staff and their clients. This type of service also includes interpretation of small group meetings where simultaneous or conference interpretation is not necessary. Interpreter's minimum hours shall include travel time from specified beginning location to County's specified address. In no event shall interpreter's minimum hours be less than two (2) hours (interpreting and travel combined).

Spoken Language Interpreters:

Spoken language interpreters assigned to appointments, conferences, etc. greater than two (2) hours in length shall receive a fifteen (15) minute break every two (2) hours.

Simultaneous Conference Interpreting:

Large-group, multi-speaker conferences require linguists with specialized skills. **Prices vary based on situation.**

American Sign Language Interpreters (ASL):

ASL interpreters shall receive a fifteen-minute break after each hour of service. For all ASL appointments beyond one hour, team interpreters must be used (two interpreters). Any exceptions to Teamed Interpreting requirements will be evaluated on a case by case basis by LP dispatchers and consultants and shall only be at the discretion of Language People.

Minimum Appointment: Two Hours

Every appointment will be billed a minimum of two hours. Hours will be billed in hourly increments beyond two hours. A grace period of five minutes at the end of the hour is allowed to "wind up" your appointment. If the appointment continues beyond the grace period, the next billed increment will be charged.

Rates Per Interpreter:

Qualified Interpreter rates are as follows:

1 hour spoken language interpreting (Common):	\$90.00*
1 hour spoken language interpreting (Rare):	\$100.00**
1 hour ASL interpreting*:	\$105.00*
Cancellation Charge (less than 24 hour notice)	Full Charge for Scheduled Appointment
Unscheduled appt. (Less than 24 hour notice)	\$35.00 per hour additional*
Weekend or After Business Hours	\$35.00 per hour additional*

**Rates are for Medically Tested and Qualified Interpreters. ASL Interpreters are RID/NAD/Qualified and tested in ASL and medical terminology.*

***Rare and/or certified interpreter rates may be higher and vary depending on assigned interpreter, their credentials, and date of availability. These rates will be provided at the time interpreter is scheduled.*

Services are available throughout the US.

Medical Interpreters:

LP Medical interpreters provided to CLIENT are SB853/JC compliant and HIPAA trained and tested interpreters. They are tested and trained Medical Interpreters, with proficiency in Medical Terminology and General Terminology in their languages of service. *ASL Interpreters are RID/NAD/Qualified and tested in ASL and medical terminology.*

Certified Legal Interpreting:

LP Legal interpreters are court-certified and court-qualified linguist professionals who are chosen for each assignment, not only on the basis of their proficiency in both source and target languages, but also in the specialized, field-specific knowledge they possess. Certifications for court appearances and depositions vary from state and federal/supreme court jurisdictions. Rates vary due to the unique situation of each assignment's requirements and must be quoted based on the individual project.

Mileage Charges:

Mileage will be charged for total miles at current IRS published rate for travel to and from your facility.

Customer Support



Our office is available to you 24-Hours a day, seven days a week, for last-minute or evening or weekend requests. If you have an urgent request, please call (707) 538-8900 and follow the prompts. If, for some reason, our phone service is disrupted and you cannot reach us at this number, please call our back-up number (800) 873-0595. This number should **ONLY** be used if our main line service is disrupted. Please make sure appropriate staff has this back-up alternate number.

Over-the-Phone Interpreting (OPI)

LP will provide telephone interpreters to CLIENT at the following rates:

Basic Telephone Interpreting:

Weekdays (M-F 8 AM – 6 PM)	\$2.50 per minute
Evenings (6 PM to 8 AM), Weekend & Holidays	\$3.50 per minute
Minimum time charge per call	10 minutes
After-hours Connection Fee (evenings, weekends, holidays)	\$20.00

Specialty Telephone Interpreting Services:

One-time Customer Set-up Fee	\$50.00
Training on Phone System	6 Hours - No Charge
Additional Training/Support	\$75.00 per hour

For a complete list of languages available and more information regarding telephone interpreting, refer to the following page or contact your sales associate for more details and options.

Information/Language Identification Cards

LP will provide four copies of Language Identification Cards at no cost. Additional copies are \$1.00 each. These helpful cards are used to identify by written word which language an individual recognizes as the written version of the spoken language they wish to communicate in.

Operator Time/Customer Assistance

LP operators can assist in identifying language spoken, or in helping to conference third-parties into the phone system. They can also answer other questions. Time spent with the Operator is charged at the minute rate, and is considered part of the interpretation call. Some questions may be part of the no-cost training on use of the phone system.

Training and Technical Support

LP will provide to Customers up to six hours of introductory training in the use of the telephone system per year, and customers receive up to four hours per year. Additional time is charged at \$75.00 per hour.

Customer Support

Our office is available to you 24-Hours a day, seven days a week, for last-minute or evening or weekend requests. If you have an urgent request, please call (707) 538-8900 and follow the prompts. If, for some reason, our phone service is disrupted and you cannot reach us at this number, please call our back-up number (800) 873-0595. This number should **ONLY** be used if our main line service is disrupted. Please make sure appropriate staff has this back-up alternate number.

Recording Conversations for Client Records

Interpreted phone calls may be recorded and saved upon request of the CLIENT. Call recording requests must be made in advance of the actual interpreted call, and extra fees apply.

Trained Customer Support Representatives

For an additional fee, LP interpreters will be trained in Customer's policies and businesses processes, and perform the task of Customer Support Representatives on behalf of Customer. In this level of service, we answer the telephone and field questions in language exactly as your own customer support representatives would do. Customer can train our staff in the use of their proprietary data collection and customer support tools, so that our staff seamlessly integrates with your own English-speaking customer support staff. This service frees up your personnel to do other tasks (they do not have to be on the line with our staff, the LP interpreter/CS rep does the work for them!). Please ask your salesperson to provide you with a custom quote for this level of service.



Partial Language List

Language	Rare or Common	Language	Rare or Common	Language	Rare or Common
Afghani	Common	German	Common	Romanian	Common
Albanian	Common	Greek	Common	Russian	Common
Amharic	Common	Gujarati	Common	Samoan	Rare
Anar Dari	Common	Hakka	Common	Scandinavian	Common
Arabic	Common	Hausa	Common	Serbo-Croatian	Common
Aramaic	Rare	Hebrew	Common	Shanghai	Common
Arbresh	Rare	Hindi	Common	Sindhi	Common
Armenian	Common	Hmong	Rare	Slavic	Common
ASL	Common	Hungarian	Common	Slovak	Common
Assyrian	Common	Ililcano	Common	Somali	Common
Bahasa	Common	Indonesian	Common	Spanish	Common
Bengali	Rare	Italian	Common	Swahili	Common
Berber	Rare	Japanese	Common	Swedish	Common
Bosnian	Common	Khmer (Cambodian)	Rare	Sindhi	Rare
Bulgarian	Common	Kmhu	Common	Tagalog	Common
Burmese (Myanmar)	Rare	Korean	Rare	Tahitian	Rare
Cantonese	Rare	Kurdish	Common	Taiwanese	Common
Catalan	Rare	Laotian	Common	Tamil	Common
Chamorro	Rare	Latvian	Rare	Telugu	Rare
Croatian	Common	Lithuanian	Rare	Thai	Common
Czech	Common	Malay	Rare	Tibetan	Rare
Danish	Common	Maltese	Rare	Tigrinya	Common
Dari	Common	Mandarin	Rare	Toishanese	Common
Dutch	Common	Marathi	Rare	Tongan	Rare
Estonian	Common	Mien	Rare	Turkish	Common
Ethiopian	Common	Mongolian	Rare	Ukrainian	Common
Farsi	Common	Nepali	Rare	Urdu	Common
Fijian Hindi	Rare	Nigerian	Common	Uzbek	Rare
Finnish	Common	Oromo	Rare	Vietnamese	Common
Flemish	Common	Pampangan	Rare	Visayan	Common
French	Common	Pashto	Common	Wu	Common
French Canadian	Common	Polish	Common	Yiddish	Common
Fukienese	Common	Portuguese	Common	Yogad	Rare



If a language is not listed on this list, it is considered rare.

Document Translation Services

Documents

LP will provide document translation services according to the complete list of languages available (following page). For instance, Spanish is charged at \$0.22 cents per word. Other Roman languages (i.e., German, French) will be charged \$0.24 based on final word count in "target" language (language translated into). For character-based languages (i.e., Thai, Chinese) charges will be based on English or Roman language word count at \$0.26 per word.

LP will accept documents by fax, email or postal mail. Documents will be returned in Word format. It is the client's responsibility to take returned translation from Word into any other graphic product they desire (i.e., PowerPoint, PDF, etc.), or to agree to extra charges for LP to arrange graphics editing for them. Formatting, proofreading and rush deadlines all incur additional charges.

A minimum charge (per project/language) of \$100.00 applies for any document below that fee. A charge of \$45.00 applies to certificates of attestation and a \$45.00 fee for any documents needing notarization. Rush fees apply to all documents requiring less than five business day return time; rush fees are an additional 30% of the project total.

Transcription Services

CLIENT may request written transcription of telephone conversations by our Translation Department. Transcriptions can be provided at a rate of \$90.00 per hour of work, which would cover an estimated 6 minutes of (clear) recorded audio.

Formatting and Desktop Publishing

LP can provide additional formatting of documents for an additional \$0.04 per word. LP can also provide advanced desktop publishing (graphic design) for a fee of \$90.00 per hour. Document formats that LP supports include Microsoft Office® (Word, Excel, PowerPoint), PDF, EPS, Image files (jpeg, tiff), and Adobe® InDesign®. Total charges may vary depending on the length of the assignment.

Website Globalization

LP will provide website translation services according to the complete list of languages available (following page). LP will accept website text by URL, fax, email or postal mail. Text will be returned in Word format. It is the client's responsibility to take returned translation from Word into the actual website, or to agree to extra charges for LP to arrange text for them on the web.

A minimum charge per project of \$100.00 applies if word count does not equal this minimum charge. Rush fees apply to all website text projects requiring less than five business day return time; rush fees are an additional 30% of the project total. LP can provide services such as formatting and uploading for a fee of \$90.00 per hour; total charges may vary depending on the length of assignment.

Notice and Cancellation Policy

Any project for written translation given to LP will be charged in full as translation begins immediately upon receipt of documents unless document is submitted as a quote request.

Customer Support

Our office is available to you 24-hours a day, 7 days a week, for last-minute or evening or weekend requests. If you have an urgent request, please call (707) 538-8900 and follow the prompts. If, for some reason, our phone service is disrupted and you cannot reach us at this number, please call our back-up number (800) 873-0595. This number should **ONLY** be used if our main line service is disrupted. Please make sure appropriate staff has this back-up alternate number.

**We return all documents in Word 2016 format to support all clients' technology & file format needs, unless otherwise requested.*



Written Translation Language Price List

Language	¢ per word	Language	¢ per word	Language	¢ per word
Afghani	22	Georgian	22	Romanian	22
Albanian	22	German	20	Russian	20
Amharic	22	Greek	24	Samoan	24
Anar Dari	22	Gujarati	22	Scandinavian	22
Arabic	24	Hakka	24	Serbo-Croatian	22
Aramaic	24	Hausa	24	Shanghai	22
Arbresh	24	Hebrew	22	Sindhi	22
Armenian	22	Hindi	20	Slavic	22
ASL	N/A	Hmong	22	Slovak	22
Assyrian	22	Hungarian	22	Somali	22
Bahasa	24	Iilcano	22	Spanish	18
Bengali	24	Indonesian	24	Swahili	25
Berber	24	Italian	20	Swedish	22
Bosnian	24	Japanese	24	Swiss	22
Bulgarian	22	Khmer (Cambodian)	24	Tagalog	20
Burmese (Myanmar)	24	Kmhu	24	Tahitian	24
Catalan	24	Korean	28	Taiwanese	22
Chamorro	24	Kurdish	22	Tamil	22
Chinese (Simplified)	20	Laotian	22	Telugu	24
Chinese (Traditional)	20	Latvian	24	Thai	20
Croatian	22	Lithuanian	24	Tibetan	24
Czech	22	Malay	24	Tigrinya	22
Danish	22	Maltese	24	Toishanese	22
Dari	22	Marathi	24	Tongan	24
Dutch	24	Mien	24	Turkish	22
Estonian	24	Mongolian	24	Ukrainian	22
Ethiopian	24	Nepali	24	Urdu	22
Farsi	20	Nigerian	22	Uzbek	24
Fijian Hindi	24	Oromo	24	Vietnamese	24
Finnish	22	Pampangan	24	Visayan	22
Flemish	22	Pashto	20	Wu	22
French	20	Polish	22	Yiddish	22
French Canadian	24	Portuguese	20	Yogad	24
Fukienese	22	Punjabi	20	Yoruba	24

If you don't see the language you need, please contact LP.

Prices effective Jan. 2020



Additional Terms & Conditions of Agreement

Payment Policy

Any service and resulting charges shall be deemed accurate and owed if not disputed by client within 10 calendar days of being sent an invoice by email, or date of service, whichever is later. Client is responsible to inform Language People of any changes to email for accounting purposes. Depending on our election, Language People, Inc. may extend COD or 30-Day credit terms to CLIENT. A deposit may be required, due prior to receipt of product for conference interpretation or legal interpretation services or other special services. Invoices will be billed on the date of service and must be paid within stated terms. A late fee equal to 1.5% per month will be owed on any outstanding balances. Language People, Inc. will also be entitled to recover its attorneys' fees expended in any action to collect the amounts owed it. All legal actions to enforce this agreement shall be in the jurisdiction of Riverside County, CA.

Termination of Agreement

Either party may terminate agreement upon a 30 day written notice. In the event of an early termination, Language People, Inc. shall be paid for all services rendered up to the cancellation date.

Business and Trade Secrets

Language People, Inc. interpreter and translator personal information and pricing information in this Agreement shall remain the business and trade secret property of Language People, Inc. except where legally authorized by subpoena or court order, CLIENT shall not contact Language People, Inc. interpreters or translators directly. CLIENT also agrees not to solicit any work directly from Language People, Inc. interpreters or translators without the written consent of Language People, Inc. Language People, Inc., translators and Language People, Inc. administrative staff agree to keep confidential the business and trade secrets of CLIENT. CLIENT shall mark any confidential information shared with the word "CONFIDENTIAL" on all copies of documents. All telephone conversations for CLIENT shall be deemed confidential.

Scope of Work

Where Language People, Inc. shall provide interpretation or translation services to CLIENT, interpreters and translators will not be required to engage in any type of task other than interpreting and translating between CLIENT staff and your client unless specifically described in an Addendum to this contract. In providing all other services, CLIENT agrees that Language People, Inc. and its agents are only acting as communication facilitators, and are not in any way providing advice, counsel, or professional help or opinions of any kind.

Availability

Language People, Inc. does not guarantee that on any given date or time its resources will be available to CLIENT but will always make a sincere effort to provide services that CLIENT requests.

Customer Support

Assistance is available to you 24 hours a day, seven days a week, for last-minute or evening or weekend requests. If you have an urgent request, please call (707) 538-8900 and follow the prompts. If, for some reason, our phone service is disrupted and you cannot reach us at this number, please call our back-up number (800) 873-0595. This number should **ONLY** be used if our main line service is disrupted. Please make sure appropriate staff has this back-up alternate number.

Entire Agreement

This Agreement constitutes the entire agreement among the Parties regarding the subject matter of this Agreement, and no previous statement, promise, agreement, inducement or representation, whether oral or written, shall be of any further force or effect unless expressly set forth herein.

Governing Law

The interpretation and enforcement of this Agreement shall be governed by California law, without regard to the conflicts of law provisions thereof.

Signed: _____
Authorized Signature

Print Name: _____
Language People, Inc.

Dated: _____

Signed: _____
Authorized Signature

Print Name: _____
Client Name

Dated: _____

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: December 14, 2021

Attachments: X

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 10.6

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

SUBJECT:

Request to approve the agreement with School Loop to provide website hosting services for the River Delta Unified School District (RDUSD) for the 2021-2022 school year including the addition of customized navigation with mega menus.

BACKGROUND:

School Loop provides our current district website hosting services and has provided our district and school site websites for the last five years. With the transition of school site websites to school site landing pages on the district website, RDUSD would like to add the ability to customize navigation with mega menus. Mega menus are dropdowns that open panels rather than navigation links. Mega menus will allow RDUSD to promote important content that may be several layers deep and add layout and images to navigation. This is useful for featuring programs and school sites on our main district website.

STATUS:

RDUSD has converted to a single district website and would like to add the mega menu option to support featuring the school sites and district wide programs on our single site.

PRESENTER: Nicole Latimer, Chief Educational Services Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

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

RECOMMENDATION:

That the Board approve to additional cost of adding mega menu services to our School Loop agreement for the 2021-2022 school year.

Time allocated: 2 minutes



Quote

Prepared Date	22-Nov-2021
Quote#	52514
Quote Expires	1-Jan-2022
Billing Schedule	*100% Upon Signature
Payment Terms	Net 30
Term Start Date	22-Nov-2021
Term End Date	1-Jan-2022

Service Provider

School Loop Inc
 401 Congress Avenue, Suite 2650
 Austin TX 78701
 United States

Customer

River Delta Unified School District

Bill To

River Delta Unified School District
 445 Montezuma
 Rio Vista CA 94571
 United States

End User

River Delta Unified School District

Ship To

River Delta Unified School District
 445 Montezuma
 Rio Vista CA 94571
 United States

Item	Qty	Item Description	
Sch-PS-Ser	1	Sch-PS-Ser - School Loop Service block	
			Total Fees Due \$1,000.00

For Customer:

For Service Provider:

Nicole Latimer

Nicole Latimer (Dec 3, 2021 08:36 PST)
CUSTOMER SIGNATURE

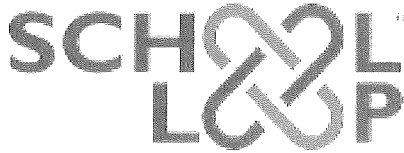
SERVICE PROVIDER SIGNATURE

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

- NO. PO IS NOT REQUIRED
- YES. PO IS REQUIRED. PO NUMBER (If PO is not yet available, please type "TO FOLLOW"):

Is the bill to address above correct or not?

- YES
- NO, Indicate the complete address:



Quote

Prepared Date
Quote#

22-Nov-2021
52514

Special Terms

This Quote is governed by the terms of the Professional Services Terms and Conditions attached hereto and all online and other terms and conditions referenced therein (the "Master Agreement"). Notwithstanding anything contained in the Master Agreement, the parties agree as follows:

1. Customer agrees to pay the Total Fees Due in accordance with the Billing Schedule and Payment Terms indicated above. Invoices will be sent by electronic delivery unless Customer requests otherwise; in which case, additional fees will apply. Customer's obligations may not be canceled or reduced prior to expiration of the Term.
2. The provisions of this Quote and the Master Agreement constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals, prior agreements, oral or written, and all other communications with respect thereto. No terms and conditions on any purchase order or other document exchanged by the parties will be deemed to modify or amend this Quote and the Master Agreement.
3. This Quote may be executed in counterparts, each of which will be deemed an original but all of which together constitute one and the same instrument. An electronic signature of such will constitute execution by such signatory. In the event of any conflict between the terms of this Quote and the terms of the Master Agreement, the terms of this Quote shall control.

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

Professional Services Terms and Conditions

The following Professional Services Terms and Conditions (these "**Services Terms**") are made part of the agreement entered into by and between the Customer (as identified on the Quote) and the Service Provider (as identified on the Quote) ("**Master Agreement**"). Capitalized terms used but not defined in these Services Terms have the meanings assigned to them elsewhere in the Master Agreement.

These Services Terms sets forth the terms and conditions pursuant to which Service Provider will provide certain professional services to the Customer. For clarity, the parties agree that to the extent these Services Terms discusses or involves any activity related to software licensed to Customer pursuant to a separate agreement, nothing in these Services Terms modifies the terms of that license.

1. TERM

Unless terminated as provided herein, these Services Terms commence on the "**Term Start Date**" and continue through the "**Term End Date**" as set forth on each Quote (the "**Term**").

2. SERVICES TO BE DELIVERED

Service Provider will provide the services and deliverables ("**Deliverables**") described in the Professional Services Addendum. Those services are a collection of activities which will be performed during the Term of these Services Terms (the "**Services**"). Any additional scope or activities that extend beyond the Services will require an additional Quote. For the avoidance of doubt, the Professional Services Addendum may contain terms and conditions specific to the applicable Services ordered (via a Quote) which terms will have no effect on other Professional Services Addenda.

At the direction and sole discretion of Service Provider, affiliates of Service Provider (the "**Service Provider Affiliates**") may perform certain tasks related to Service Provider's obligations and rights under the Quote and the Master Agreement, including, but not limited to, invoicing, payment, technical support, project management and/or sales support. Customer hereby consents to the Service Provider Affiliates' role. Customer further agrees and acknowledges that Service Provider and Customer are the only parties to the Quote and the Master Agreement, and that any action taken by Service Provider Affiliates in connection with the performance of Service Provider's obligations under the Quote and the Master Agreement will not give rise to any cause of action against the Service Provider Affiliates, regardless of the theory of recovery. Service Provider shall at all times retain full responsibility for its Service Provider Affiliates' compliance with the applicable terms and conditions of the Quote and the Master Agreement.

3. FEES AND EXPENSES

The Services provided under these Services Terms will be billed according to the fee schedule set forth in the Quote. Unless otherwise specifically stated in the Quote, the fees do not include expenses; Customer shall reimburse Service Provider for all reasonable travel, food, lodging, and other out-of-pocket expenses incurred in performance of these Services Terms. Service Provider agrees to comply with Customer's expense policies, as long as Customer provides those policies to Service Provider with reasonable advance notice and in writing. If any additional work is performed beyond the Completion Date or scope of these Services Terms, the rate will be mutually agreed upon by the parties or if no such rate is established, such

work will be performed under Service Provider's standard rate in effect at the time. All charges and fees set out in the Quote are quoted exclusive of applicable taxes, duties, or similar charges. Customer shall pay all sales, use, withholdings, excise, or other taxes or duties arising out of these Services Terms, provided, however, that Customer will not be responsible for taxes on the net income of Service Provider. The Customer will pay all import duties, levies or imposts, and all goods and services sales, use, value added or property taxes of any nature, assessed upon or with respect to the Master Agreement. In the event that Customer is tax exempt, it shall furnish appropriate documentation to Service Provider to demonstrate such tax exempt status. If the Customer is required by law to make any deduction or to withhold from any sum payable to the Service Provider by the Customer hereunder, then the sum payable by the Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, the Service Provider receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount the Service Provider would have received and retained in the absence of such required deduction or withholding. If the Customer is required by law to make any such deduction or withholding, the Customer shall promptly effect payment thereof to the applicable tax authorities. The Customer shall also promptly provide the Service Provider with official tax receipts or other evidence issued by the applicable tax authorities sufficient to enable the Service Provider to support a claim (if applicable) for income tax credits in the Service Provider's applicable taxable country. Invoices will be sent by electronic delivery unless requested otherwise by Customer, additional fees will apply.

4. PAYMENT

Notwithstanding any provision to the contrary herein, any and all payments required to be made hereunder are to be timely made by the Customer, and no payments to Service Provider will be withheld, delayed, reduced, or refunded if Service Provider's inability to meet any schedule requirements is caused by Customer's failure to provide certain of its facilities, computer resources, software, personnel, or business information as are required to perform these Services Terms.

Customer agrees to provide Service Provider with a valid purchase order, if applicable, promptly upon execution of a Quote. Notwithstanding anything to the contrary herein, any and all terms contained in invoices, purchase orders, acknowledgments, shipping instructions, or other forms exchanged between the parties in connection with the Services will be void and

of no effect. Customer's failure to issue a purchase order or provide such purchase order to Service Provider, however, will in no way relieve Customer of any obligation entered into pursuant to these Services Terms, including, but not limited to, its obligation to pay Service Provider in a timely fashion.

Any late payment will be subject to any costs of collection (including reasonable legal fees) and bear interest at the rate of one and one-half percent (1.5%) per month (prorated for partial periods) or at the maximum rate permitted by law, whichever is less.

5. GENERAL TERMS

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

5.2. Technical Data. Customer shall not provide to Service Provider any Technical Data as that term is defined in the International Traffic in Arms Regulations ("**ITAR**") at 22 CFR 120.10. Customer shall certify that all information provided to Service Provider has been reviewed and scrubbed so that all Technical Data and other sensitive information relevant to Customer's ITAR regulated project has been removed.

5.3. Warranty. Service Provider warrants that it has the right to enter into these Services Terms and that all Services performed under these Services Terms shall be performed in a workmanlike and professional manner. EXCEPT AS OTHERWISE STATED IN THESE SERVICES TERMS, SERVICE PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

5.4. LIMITATION OF LIABILITY.

5.4.1. LIABILITY CAP. SERVICE PROVIDER'S (AND SERVICE PROVIDER AFFILIATES, LICENSORS AND AGENTS) LIABILITY ARISING OUT OR RELATED TO THE SERVICES TERMS WILL NOT EXCEED, IN THE AGGREGATE, THE FEE ACTUALLY PAID TO SERVICE PROVIDER FOR THE SERVICES UNDER A QUOTE THAT IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FILING OF SUCH CLAIM.

5.4.2. DISCLAIMER OF DAMAGES. IN NO EVENT WILL SERVICE PROVIDER (OR SERVICE PROVIDER AFFILIATES, LICENSORS OR AGENTS) BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES OR ANY LOSS OF REVENUE, GOODWILL, PROFITS, DATA OR DATA USE ARISING OUT OR RELATED TO THESE

SERVICES TERMS.

THE LIABILITIES LIMITED BY SECTIONS 5.4.1 AND 5.4.2 APPLY: (i) TO LIABILITY FOR NEGLIGENCE; (ii) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE; (iii) EVEN IF SERVICE PROVIDER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE, (iv) ATTORNEYS FEES AND COSTS, AND (v) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THIS SECTION 5, SERVICE PROVIDER'S (AND SERVICE PROVIDER AFFILIATES, LICENSORS AND AGENTS) LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE.

5.5. Ownership. All Deliverables produced by Service Provider under these Services Terms will not be considered to be works made for hire and will be exclusively owned by Service Provider and no ownership rights thereto will accrue in any manner to Customer, and Customer hereby agrees, upon written request from Service Provider, to assign any rights of Customer in such Deliverables to Service Provider. However, Service Provider hereby grants to Customer, at no additional charge, a worldwide, nonexclusive, license to (i) modify and otherwise create derivative works based on the Deliverables; and (ii) reproduce, distribute, perform, and display (publicly or otherwise), and otherwise use and exploit the Deliverables and derivative works thereof solely in connection with Service Provider licensed under a separate license agreement. Nothing in these Services Terms will preclude Service Provider from using in any manner or for any purpose it deems necessary, the know-how, techniques, or procedures acquired or used by Service Provider in the performance of Services hereunder. Except as otherwise expressly provided herein, nothing in these Services Terms will be deemed to grant, directly or by implication, estoppel or otherwise, any right or license with respect to any technology or other intellectual property rights of Service Provider. Service Provider reserves all rights, title and interest in and to the Deliverables, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth.

5.6. Confidentiality. Each Party ("**Receiving Party**") agrees to keep confidential all technical, product, business, financial, and other information regarding the business and software programs of the other Party ("**Disclosing Party**"), its affiliates, customers, employees, investors, contractors, vendors, and suppliers (the "Confidential Information"). For clarity, the term 'Confidential Information' does not include any personally identifiable information. Obligations with respect to personally identifiable information (if any) will be set forth in a separate written agreement between the parties. Receiving Party shall at all times protect and safeguard the Confidential Information and agrees not to disclose, give, transmit, or otherwise convey any Confidential Information, in whole or in part, to any third party. Receiving Party shall not,

by authorized or unauthorized access, review, reverse engineer, disassemble, or decompile any Confidential Information. Except as provided hereunder, Receiving Party agrees that it will not use any Confidential Information for its own purpose or for the benefit of any third party and shall honor the copyrights and other intellectual property rights of the Disclosing Party and will not copy, duplicate, or in any manner reproduce any such copyrighted materials. Upon request of Disclosing Party or upon termination of these Services Terms, the Receiving Party shall promptly deliver to the Disclosing Party any and all documents, notes, or other physical embodiments of or reflecting the Confidential Information (including copies thereof) that are in its possession or control.

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

5.8. Third Party Rights. Customer acknowledges that in the event Service Provider provides Services pertaining to any third party products (including software, hardware, equipment or any other material), all rights in such third party products ("**Third Party Rights**") are retained by the respective third party. Customer shall be required to obtain any Third Party Rights from the respective third party directly and any rights in the Service Provider Services related to such Third Party Rights will be subject to Customer's agreement with the respective third party.

5.9. Reservation of Rights. Service Provider reserves all rights not specifically granted herein.

5.10. Termination. These Services Terms may be terminated prior to the Completion Date in accordance with the following:

5.10.1. Termination for Cause. Either party may terminate these Services Terms in the event the other party has failed to perform any obligation required to be performed under these Services Terms and such failure is not corrected within thirty (30) days from receipt of written notice advising of such alleged failure from the other party.

5.10.2. Termination without Cause. The Customer may terminate these Services Terms by providing written notice to Service Provider. In the event of termination under this

paragraph, an early termination fee will apply that is equal to the fees due during the Term minus the total fees paid for Services at the time of termination.

5.11. Governing Law; Venue. The laws of the State of Texas, USA govern the interpretation of these Services Terms, regardless of conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) and the Uniform Computer Information Transactions Act (UCITA) are hereby excluded in their entirety from application to these Services Terms. The parties agree that the federal and state courts located in Travis County, Texas, USA will have exclusive jurisdiction for any dispute arising under, out of or relating to these Services Terms. Mediation will be held in Austin, Texas, USA.

5.12. Dispute Resolution.

Negotiations. Where there is a dispute, controversy, or claim arising under, out of, or relating to these Services Terms, the aggrieved party shall notify the other party in writing of the nature of such dispute with as much detail as possible about the alleged deficient performance of the other party. A representative from senior management of each of the parties shall meet in person or communicate by telephone within five (5) business days of the date of the written notification in order to reach an agreement about the nature of the alleged deficiency and the corrective action to be taken by the respective parties.

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

Opportunity to Cure. Notwithstanding anything contained hereunder, Customer agrees and acknowledges that no dispute resolution or litigation will be pursued by Customer for any breach of these Services Terms until and unless Service Provider has had an opportunity to cure any alleged breach. Customer agrees to provide Service Provider with a detailed description of any alleged failure and a description of the steps that Customer understands must be taken by Service Provider to resolve the failure. Service Provider shall have sixty (60) days from Service Provider's receipt of Customer's notice to complete the cure.

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

seeking injunctive or any interim relief in any appropriate jurisdiction.

5.13. **Miscellaneous.** The provisions of these Services Terms together with the documents referenced herein constitute the entire agreement between the parties with respect to the subject matter herein and supersede all prior agreements, oral or written, and all other communications relating to the subject matter of these Services Terms. These Services Terms may only be modified or supplemented by a writing manually signed by the authorized representatives of the parties. Each provision of these Services Terms is a separately enforceable provision. If any provision of these Services Terms is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of these Services Terms will remain in full force and effect and will be interpreted, to the extent possible, to achieve its purposes without the invalid, illegal, or unenforceable provision. Any waiver made by either party of any term or condition of these Services Terms will not be deemed or construed to be a waiver of such term or condition for the future, or any subsequent breach thereof. Both parties agree to abide by the export control laws/regulations of the United States and other countries, as applicable. Each party is and will remain an independent contractor with respect to all performance rendered pursuant to these Services Terms. The headings of these Services Terms are provided for reference only and will not be used as a guide to interpretation. All notices under these Services Terms will be in writing and will be considered given as of twenty-four (24) hours after sending by electronic means (such as e-mail as duly provided by the authorized representatives of either party for the said purpose) or by overnight air courier service, or as of forty-eight (48) hours after deposit in the mail (certified, return receipt requested) to the addresses specified on Quote. In no event will either party be liable to the other for any delay or failure to perform due to causes beyond the control and without the fault or negligence of the party claiming excusable delay, but only to the extent that such delay could not have been avoided by the taking of reasonable precautionary measures. Such causes include, but are not limited to, acts of God, floods, fire, utility failure, acts of terrorism, and war. The terms of Sections 4 and 5 will survive the termination of these Services Terms. Customer may not assign these Services Terms by operation of law, change of control or otherwise without the prior written consent of Service Provider. Service Provider may assign these Services Terms, sub-contract or otherwise transfer any right or obligation under these Services Terms to a third party without the Customer's prior written consent.

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

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: December 14, 2021

Attachments: X

From: Marcy Rossi, Principal

Item Number: 10.7

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

SUBJECT:

Request to Declare Non-Operational Technology Equipment as Surplus and Deem its Value as Zero at Riverview Middle School

BACKGROUND:

The attached is a list of technology that can no longer be used or updated to run any of our programs, nor can they access needed internet. These items have been deemed obsolete by DataPath.

STATUS:

Riverview Middle School requests the permission of the RDUSD Board of Trustees to surplus the attached list of old technology.

PRESENTER:

Marcy Rossi, Principal

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff members

COST AND FUNDING SOURCES:

There is no cost to the school or District. All equipment will be sent to E-Waste if approved.

RECOMMENDATION:

That the Board approves to surplus non-operational technology equipment and deem its value at \$0

Time allocated: 3 minutes

Technology
 River Delta Unified School District
 Surplus Declaration

School Site: Riverview Middle

Board Meeting Date: December 14, 2021

Asset Tag#	Make	Description	Serial #	Approx. Value
1415	HP	Chromebook	5C05121B0H	0
N/A	HP	Chromebook	5C051211424	0
2565	DELL	Chromebook	12602539514	0
2568	DELL	Chromebook	27385381658	0
N/A	Lenovo	Chromebook	L209TQ4C	0
N/A	Lenovo	Chromebook	L209TQ5X	0
3218	HP	chromebook	unreadable	0
1807	HP	Chromebook	unreadable	0
3224	HP	Chromebook	unreadable	0
2436	Lenovo	Chromebook	P201 XT8X	0
1396	HP	Chromebook	unreadable	0
2688	DELL	Chromebook	5171687714	0
2561	Lenovo	Chromebook	unreadable	0
1402	HP	Chromebook	5C05121615	0
1282	HP	Chromebook	5C04346DFJ	0
1316	HP	Chromebook	5C04345DRC	0
1384	HP	Chromebook	unreadable	0
1824	HP	Chromebook	unreadable	0
1389	HP	Chromebook	5C051211410	0

Technology
 River Delta Unified School District
 Surplus Declaration

School Site: Riverview Middle

Board Meeting Date: December 14, 2021

Asset Tag#	Make	Description	Serial #	Approx. Value
MA	HP	Chromebook	5CD609 2934	0
1392	HP	Chromebook	5CD5 121 H3D	0
1397	HP	Chromebook	5CD5 1210DT	0
1548	HP	Chromebook	5CD55245VS	0
1293	HP	Chromebook	5CD 4346 D97	0
N/A	HP	Chromebook	unreadable	0
MA	HP	Chromebook	unreadable	0
MA	HP	Chromebook	unreadable	0
1419	HP	Chromebook	5CD5 12180D	0
MA	HP	Chromebook	unreadable	0
1414	HP	Chromebook	5CD5 121808	0
1404	HP	Chromebook	5CD5 121 T08	0
1390	HP	Chromebook	5CD5 121 H3G	0
1410	HP	Chromebook	5CD5 121 G1N	0
1778	HP	Chromebook	5CD 6094808	0
31102	HP	Chromebook	5CD 4110 J8U	0
1287	HP	Chromebook	5CD 43 46 D4N	0
N/A	Dell	Chromebook	3916844elle 18	0
1295	HP	Chromebook	5CD 4346 D54	0

Technology
River Delta Unified School District
Surplus Declaration

School Site: Riverview Middle

Board Meeting Date: 12/14/2021

Asset Tag#	Make	Description	Serial #	Approx. Value
1303	HP	Chromebook	5CD4364DZV	0
1416	HP	Chromebook	5CD512109K	0
1989	Lenovo	Chromebook	LR08P9QP	0
N/A	DELL	Chromebook	37912442402	0
1388	HP	Chromebook	unreadable	0
1784	HP	Chromebook	unreadable	0
2549	Lenovo	Chromebook	unreadable	0
1413	HP	Chromebook	5CD51219X9	0
1980	Lenovo	Chromebook	LR08P9Q1	0
2560	Lenovo	Chromebook	unreadable	0
3212	HP	Chromebook	5CD022DHT	0
N/A	ASUS	Chromebooks	EBN0CX11717345B	0
1315	HP	Chromebook	5CD4346DHX	0
N/A	HP	Chromebook	unreadable	0
1401	HP	Chromebook	5CD5121C3P	0
007426	Riso	Copy machine	RN 2000 UI-S4205-S-3192	0
1403	HP	Chromebook	5CD5121GCX	0
1290	HP	Chromebook	5CD4346DHP	0
007436	Copy star	Copy machine	CS 2050 TK423	0

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: December 14, 2021

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 10.8

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

SUBJECT:

Request to approve Memorandum of Understanding (MOU) with Yolo County Office of Education to provide "Node Site" Hosting and with Connection to Corporation for Education Network Initiatives in California (CENIC) K12 High Speed Network at Delta High School.

BACKGROUND:

Section 83 of Senate Bill 75 provides state funding for external fiber broadband connectivity to the most poorly connected school sites in California to allow digital learning opportunities for pupils. Yolo County shall provide a secure rack space for the AT&T circuit and CENIC Broadband Improvement Grant (BIG) grant equipment installed in the agency's datacenter.

STATUS:

River Delta School District in partnership with Datapath will collaborate with CENIC and Yolo County Office of Education to provide Delta High School with K12 High Speed Network. On going River Delta School District in partnership with Datapath will collaborate with Yolo County Office of Education in managing and maintaining the connection.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Cost to Yolo County Office of Education is pro-rated for 2021-2022 for \$500 and thereafter will be a cost of \$1000 annually. The Monthly Recurring Cost (MRC) will be \$801.90.

RECOMMENDATION:

That the Board approves the MOU with Yolo County Office of Education and CENIC for K12 High Speed Network at Delta High School.

Time allocated: 3 minutes

INTEGRATION:

This MOU represents the entire and integrate agreement between YCOE and the School District, and supersedes all prior negotiations, representations, or agreements, either written or oral. This MOU may be amended only by written instrument signed by the duly authorized representatives of YCOE and the School District.

REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this MOU.

IN WITNESS WHEREOF, YCOE and the School District have executed this MOU as of the date first above written.

**YOLO COUNTY
OFFICE OF EDUCATION**

**RIVER DELTA UNIFIED
SCHOOL DISTRICT**

Crissy Huey
Crissy Huey, Associate Superintendent
Administrative Services

Katherine Wright
Superintendent

Date: 11/15/21

Date: _____

INDEMNIFICATION:

- A. Insofar as permitted by law, YCOE shall assume the defense and hold harmless the School District and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of YCOE, its officers, agents or employees.
- B. Insofar as permitted by law, the School District shall assume the defense and hold harmless YCOE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of the School District, its officers, agents or employees.
- C. It is the intent of the YCOE and the School District that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed, and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- D. YCOE and the School District agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. YCOE and the School District further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

TERMINATION/SUSPENSION:

This MOU may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this MOU may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this MOU.

NOTICES:

Any notice required to be given by the terms of this MOU shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

- | | |
|------------------|---|
| To: YCOE | Yolo County Office of Education
1280 Santa Anita Court, Suite 100
Woodland, CA 95776 |
| To: RDUSD | River Delta Unified School District
445 Montezuma Street
Rio Vista, California 94571 |

ADDENDUM A – RIVER DELTA UNIFIED SCHOOL DISTRICT

YCOE RESPONSIBILITIES

The YCOE shall provide secure rack space for the AT&T circuit and CENIC ‘BIG’ grant equipment installed in the agency’s datacenter, and scheduled access during regular business hours to authorized AT&T technicians for installation, configuration, and ongoing support. AT&T/CENIC equipment will be housed in a secure area of the datacenter with protocols for managed access, environmental controls, and connection to the UPS backup grid.

I. SERVICES

The YCOE will manage the physical systems, internal connections, and infrastructure in the YCOE Santa Anita datacenter that address the specific YCOE node hosting services described above for the School District including secure equipment placement, utility and environmental controls, and coordinated access during regular business hours as needed for CENIC third party support contractors.

SCHOOL DISTRICT RESPONSIBILITIES

- The School District shall be responsible for coordinating with CENIC contacts and AT&T representatives for maintenance and support of School District specific hardware and ancillary network equipment housed in the YCOE datacenter.
- The School District shall be responsible for maintaining and enforcing appropriate data security practices for hosted systems and services within the purview of the School District.
- The School District and their partners shall provide advanced notice to YCOE technology staff about scheduled work, support matters, or other items that require coordination with YCOE technical staff or around planned maintenance. Requests for support should be emailed to support.its@ycoe.org. The YCOE ITS office staff can also be reached via phone at 530-668-3739.
- The School District shall be responsible for designating a primary and secondary contact who will work with YCOE technology staff for support requests.
- The School District shall work directly with the Director of Information & Technology Services for administrative level discussions, non-standard support requests, or to discuss new technology systems/services that could be hosted and/or supported by YCOE.



MEMORANDUM OF UNDERSTANDING

- PARTIES:** This Memorandum of Understanding (MOU) is entered into between the Yolo County Office of Education (YCOE) and River Delta Unified School District (RDUSD) hereinafter referred to as School District.
- PURPOSE:** The purpose of this MOU is to set forth provisions of an agreement between YCOE and the School District for YCOE to provide 'Node Site' Hosting and Connection to CENIC K12HSN (K12 High Speed Network).
- AUTHORITY:** This MOU is entered into by and between the parties in exercise of the authority set forth in California Education Codes governing operations of school districts and county office of education.
- TERM:** This MOU shall become effective December 1, 2021 and shall continue until June 30, 2022.

SCOPE OF SERVICES AND PAYMENT TERMS:

- A. The **School District** shall pay the YCOE \$500 (pro-rated from the annual rate, \$1000) for the 2021-2022 fiscal year for secure agency hosted equipment, third party vendor access (during regular business hours when scheduled for support), and ancillary costs associated with infrastructure and utility overhead for equipment placement and pass-through connection to the CENIC K12 High Speed Network. This service and infrastructure build is part of the CENIC 'BIG' grant award from AT&T to bring fiber and broadband speeds to River Delta High School. Payment is due the first of December 1, 2021.
- B. The **YCOE** shall provide secure rack space for the AT&T circuit and CENIC 'BIG' grant equipment installed in the agency's datacenter, and scheduled access to authorized AT&T technicians for installation, configuration, and ongoing support. The scope of services is defined and limited to those described in the attached Addendum (A).

Memorandum of Understanding (MOU)

Between the Corporation for Education Network Initiatives in California and River Delta Joint Unified regarding the Implementation of award from the Broadband Infrastructure Grant (BIG) Program

This Memorandum of Understanding (“Agreement”) establishes the terms and conditions between the Corporation for Education Network Initiatives in California (“CENIC”), and River Delta Joint Unified (“Agency”) to procure solutions which meet the connectivity needs at school site(s) identified in Appendix A. By virtue of Section 83 of Senate Bill (SB) 75 (Chapter No. 51, Statutes of 2019) CENIC has been directed to provide to the California Department of Education (“CDE”) solutions that provide fiber broadband connectivity to the most poorly connected school sites and to execute solutions upon approval by the State Board of Education and the Department of Finance.

1. Background.

Section 83 of Senate Bill (SB) 75 (Chapter No. 51, Statutes of 2019) provides state funding for external fiber broadband connectivity to the most poorly connected school sites in California to allow digital learning opportunities for pupils.

2. Effective Date and Term.

- a. The Effective Date of the Agreement shall be the date the last party to this Agreement signs the Agreement.
- b. The Term of the Agreement shall be from the Effective Date of this Agreement through the completion of all obligations within this Agreement.

3. Definitions and Key Descriptors.

- a. “Parties” refers to CENIC and Agency.
- b. “Party” refers to either CENIC or Agency.
- c. “CENIC” refers to the Corporation for Education Network Initiatives in California, the network operator for the California Research and Education Network (CalREN), a robust regional network that serves all educational segments in California and interconnects them with other regional, national, and international networks worldwide.
- d. “Broadband Infrastructure Grant” (“BIG”) program: The Broadband Infrastructure Grant program is a one-time State allocation that funds projects to provide fiber broadband connectivity to the most poorly connected school sites in California to allow digital learning opportunities for pupils.
- e. “BIG Awardees” are school sites which lack fiber-based broadband, and for which Section 83 of Senate Bill (SB) 75 funds will be utilized to install fiber-based connectivity solutions and other required equipment with the goal of allowing digital learning opportunities.
- f. “E-rate” refers to a federal program that provides discounts to assist most schools and libraries in the United States to obtain affordable telecommunications and Internet services. Discounts for support depend on the level of poverty and the urban/rural status of the population served and range from 20% to 90% of the costs of eligible services. Eligible schools, school districts and libraries may apply individually or as part of a consortium. BIG uses a consortium application to apply for E-rate on BIG circuits.
- g. “Letter of Agency” (“LOA”) is a legal document whereby a school or school district gives

authority for another agency to act on its behalf; in this agreement specifically, and as pertains to the Statewide CENIC E-rate Consortium for BIG, a school district or county office of education must sign a Letter of Agency to join the BIG Consortium. By doing so, Agency authorizes CENIC to seek cost-effective broadband circuits and apply for E-rate discounts on these circuits for BIG-eligible school sites.

- h. "Service Provider" refers to the entity (e.g., telecommunications company, cable operator, or other organization) that will deliver the fiber-based circuit to the eligible school site.
- i. "Supersedure Agreement" is an agreement whereby Agency, CENIC, and the selected service provider agree to permit the substitution of Agency into the role of responsible party and payor, upon completion of a period of service (generally in the range of 6 to 18 months), at which time CENIC would end its role as responsible party and payor.
- j. "California Department of Education" ("CDE") is the State agency in California that provides oversight for and resources to the BIG program.

4. **CENIC Responsibilities.** Corporation for Education Network Initiatives in California will have the following responsibilities:

- a. Apprise Agency of the monthly recurring costs (Section 5.1) that must be assumed effective upon supersedure of contract obligations, which will permit Agency to make an informed decision before agreeing to have school site(s) that is/are listed in Appendix A become (a) BIG awardee(s);
- b. Upon State approval, enter into agreements with service providers to secure E-rate eligible connectivity solution(s) for Agency;
- c. Negotiate five-year contracts with service providers to ensure stable pricing for the connectivity solutions to benefit Agency;
- d. Assist with network design and equipment installation for BIG awardees;
- e. Oversee the installation of connectivity solutions and coordinate all major activities, such as site readiness, evaluation of equipment needs, procurement of BIG-eligible equipment, and project management;
- f. Keep Agency apprised through regular written communications of progress and timelines;
- g. Pay installation costs, including special construction, BIG-eligible equipment, and the monthly service costs from the date the viable solution is installed until the date of supersedure (generally 6 to 18 months after installation); and,
- h. After installation of connectivity solution, work with E-rate consultants to provide the Agency with appropriate assistance on the transition of contractual obligations, including support in filing pertinent forms and contracts, training Agency staff, and answering questions through the supersedure process.

5. **AGENCY Responsibilities.** In order to receive services through this Agreement, Agency agrees to:

- a. Provide access to facilities as needed, such as wiring closets, conduit, electrical panels, equipment racks, plywood backboards, etc. to design and implement connectivity solutions; Conduct a review of all costs, including monthly and annually recurring costs, to ensure that once Agency assumes payment, Agency will have sufficient funding to continue the service for the duration of the contract with the telecommunications provider, anticipated to be between 42 and 54 months;
- b. Provide point of contact information for the individual(s) who will coordinate access to site(s) for inspection, installation of equipment and circuits, etc.;

- c. Provide technical contact information for ongoing support of the equipment and connection;
- d. Track and report required inventory information of all grant-funded equipment received by Agency;
- e. Secure any approval(s) required to receive services under the BIG program;
- f. Enter into a joint Supersedure Agreement and/or Master Service Agreement with the service provider, in which Agency commits to assume the role of responsible party/payor upon July 1 of the year following at least six months of service, at which time Agency will become the payor through the completion of the contract obligation (i.e., the end of the original term of service, generally 42 to 54 months);
- g. Report to CENIC annually on the impacts to assessment, instruction, student engagement, professional development, collaboration among staff and students, and business efficiencies that are impacted by the increased bandwidth available to the school site using a template provided by CENIC whenever this information is required;
- h. In the six months prior to supersedure, Agency must meet all E-rate and CTF requirements and deadlines to ensure ongoing funding from these federal and state subsidy programs for monthly recurring costs on the connection(s) provided by BIG;
- i. Upon completion of connectivity improvements and supersedure, Agency will assume ownership of equipment provided through BIG, and Agency will be responsible for operating and maintaining such equipment during the expected useful life (typically 5 years) and for replacement/upgrade when required; and,
- j. Agency confirms that, as of the date of signature of this Agreement, it does not currently have fiber-based circuits installed or on order for the site(s) detailed in Appendix A. Agency Initial _____

6. Payment of Costs:

- a. Agency will be responsible for all ongoing operational costs to manage and maintain the connection provided by the grant once supersedure is completed. This includes, but is not limited to, the Monthly Recurring Costs (MRC), associated taxes and surcharges, equipment replacement, and equipment maintenance agreements or service/support contracts necessary in order to connect to the network aggregation site.
- b. Costs are detailed per site in Appendix A. Please review costs for each site and acknowledge acceptance by initialing in the box provided for each row.
- c. It is expected that Agency will become the customer of record for the connectivity services, and, therefore, will be directly invoiced by the service provider upon completion of supersedure (generally 6-18 months after start of service).
- d. If Agency accepts service under the terms of this Agreement, and then later determines it does not wish to proceed to completion, Agency will reimburse CENIC in full for BIG funds expended on behalf of Agency, inclusive of any early termination charges assessed by the service provider(s) for broadband service. To the extent that equipment purchased may be repurposed, said equipment will not be included in the amount to be repaid as long as the equipment has been returned to CENIC and is in the same condition as when CENIC shipped the equipment to Agency.
- e. Agency agrees to respond within three (3) business days to any request from CENIC and/or the provider of the broadband service specific to the contract supersedure (i.e., contract transfer) process. This process transfers financial responsibility for the Monthly Recurring

Costs (MRC) of the broadband service from CENIC to Agency through the remainder of the term of the contract(s) with the provider of the broadband service. Additional information on the contract supersedure process is found in Appendix B.

7. **Project Timelines.** All Parties understand that the timeline for the desired completion of project activities is aggressive and timelines may vary significantly from school site to school site. Timelines and best-effort estimates are subject to change by CENIC and/or the service providers contracted to deliver services, and may change due to circumstances beyond their control. Nonetheless, CENIC will make every effort to secure the quickest installation possible. In signing this Agreement, Agency acknowledges that there are legitimate reason(s) they are still in need of improved connectivity, and that these same factors may well impact this project, resulting in a significant delay in time to complete delivery of service.
8. **Termination.**
 - a. In the event that any Party fails to perform on a material term of this Agreement, the other Parties have the right to terminate the Agreement upon thirty (30) days written notice with all other rights and remedies available to them at law and equity.
 - b. In the event of termination, Parties agree to coordinate closely on any network changes in order to minimize service disruption to connected entities.
 - c. Note per Part 5m.iv above, that any and all expended amounts (for services and equipment) must be repaid from Agency to CENIC in the event that Agency makes a decision to terminate this Agreement after signing, if steps have been undertaken to deliver service and costs have been incurred on behalf of Agency.
 - d. CENIC may terminate this Agreement if the service provider becomes unable, for any reason, to deliver the contracted service.
 - e. CENIC may terminate this Agreement if for any reason funds are not provided by the State of California to CENIC to begin or continue work as outlined in this Agreement.
9. **Indemnification.**
 - a. Agency agrees to indemnify, defend, and hold harmless CENIC, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on Agency arising out of CENIC's performance of this Agreement, except for liability resulting from the gross negligence or willful misconduct of CENIC, its officers, agents and employees.
 - b. CENIC agrees to indemnify, defend, and hold harmless the Agency, their officers, agents and employees against any claim, liability, loss, injury or damage imposed on CENIC arising out of Agency's performance of this Agreement, except for liability resulting from gross negligence or willful misconduct of Agency, its officers, agents and employees.
10. **Arbitration.** CENIC and Agency agree that should any controversy or claim arise out of or relating to this Agreement they will first seek to resolve the matter informally for a reasonable period of time not to exceed forty-five (45) days. If the dispute remains, it shall be subject to mediation with a mediator agreed to by CENIC and Agency and paid for equally by CENIC and Agency, absent an agreement otherwise. If after mediation there is no resolution of the dispute, CENIC and Agency agree to resolve the dispute by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on an arbitrator's award may be entered in any court having jurisdiction thereof.

- a. CENIC and Agency shall select one arbitrator pursuant to the AAA's Commercial Arbitration rules.
 - b. The arbitrator shall present a written, well-reasoned decision that includes the arbitrator's findings of fact and conclusions of law. The decision of the arbitrator shall be binding and conclusive on CENIC and Agency.
 - c. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing Party's actual damages, except as may be required by statute. The arbitrator shall have no authority to award equitable relief. Any arbitration award initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to either Party other than the direction to pay a monetary amount. As determined by the arbitrator, the arbitrator shall award the prevailing Party, if any, all of its costs and fees. The term "costs and fees" includes all reasonable pre-award arbitration expenses, including arbitrator fees, administrative fees, witness fees, attorney's fees, and costs, court costs, travel expenses, and out-of-pocket expenses such as photocopy and telephone expenses. The decision of the arbitrator is not reviewable, except to determine whether the arbitrator complied with sections (b) and (c) of this paragraph.
11. **Governing Law and Venue.** The laws of the State of California shall govern this Agreement. The proper venue for any dispute regarding this Agreement shall lie in Los Angeles County, California.
12. **Entire Agreement.** This Agreement constitutes the final, complete and exclusive statement of the terms of agreement between the Parties pertaining to the subject matter of the Agreement. It supersedes all prior and contemporaneous understandings or agreements by the Parties. Neither Party has been induced to enter the Agreement by, nor is either Party relying on, any representation or warranty outside those expressly set forth in the Agreement.
13. **Interpretation.** This Agreement shall be interpreted to give effect to its fair meaning and shall be construed as though all Parties prepared it.
14. **Assignment.** Unless authorized in writing by all Parties, no Party shall assign or transfer any rights or obligations covered by this Agreement. Any unauthorized assignment or transfer shall constitute grounds for termination by the other Parties.
15. **Compliance with Laws.** The Parties shall, at their own cost and expense, comply with all local, state, and federal ordinances, regulations, and statutes now in force and which may hereafter be enacted that affect this Agreement.
16. **No Waiver of Default.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that instance or any other instance. Any waiver must be in writing and shall only apply to that instance.
17. **Successors and Assigns.** All representations, covenants, and warranties set forth by, on behalf of, or for the benefit of any Party herein shall be binding upon and inure to the benefit of such Party and its successors and assigns.
18. **Amendment.** This Agreement may only be altered, amended, or modified by a written instrument

executed by both CENIC and Agency. CENIC and Agency agree to waive any right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or altered by oral agreement, course of conduct, waiver, or estoppel.

19. **Severability.** If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable, then such provision or provisions shall be severed from the Agreement, and the remaining provisions of the Agreement shall continue in full force and effect and shall not be affected, impaired, or invalidated in any way.
20. **Execution of Counterparts.** If this Agreement is executed in counterparts, each counterpart shall be deemed an original, and all such counterparts or as many of them as CENIC and Agency preserve undestroyed shall together constitute one and the same Agreement.
21. **Authority.** CENIC and Agency warrant and represent that they have the authority to enter into this Agreement in the names, titles, and capacities stated herein and on behalf of the entities, persons, or firms named herein and that all legal requirements to enter into this Agreement have been fulfilled.
22. **Nondiscrimination.** During the performance of this Agreement, the Parties shall not discriminate against any employee, applicant, student or other person connected to this Agreement in a manner prohibited by the laws of the United States or the State of California (including, but not limited to, on the basis of religion, race, color, national origin, handicap, ancestry, sex, sexual orientation, marital status or age).
23. **Notice.** Any notice given under this Agreement shall be in writing to the Parties' representatives and shall be deemed delivered three (3) days sending of electronic mail (e-mail) or three (3) days after the deposit in the United States mail, certified or registered, postage prepaid, and addressed to the parties. Parties shall promptly update each other when representatives and contact information change.

The Parties' representatives shall be:

CENIC:

Louis Fox
President & CEO
16700 Valley View Ave
Suite 400
La Mirada, CA 90638

AGENCY:

Tammy Busch
Chief Business Officer
52810 Netherlands Ave.
Clarksburg, CA 95612-5078

Communications regarding the administration of this Agreement shall be made to the Parties' representatives. Communications regarding technical matters underlying the Agreement can be made to either the Parties' representatives or the following persons:

CENIC:

Susan Swank
BIG Project Manager
sswank@cenic.org
714-220-3419

AGENCY:

Tammy Busch
Chief Business Officer
tbusch@rdusd.org
(707) 374-1700

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date hereof.

For CENIC

For AGENCY

Signature

Signature

Name

Name

Title

Title

Date

Date

Appendix A

Cost for Service

A Location	Z Location	MRC (pre-discount)	Agency Initial
Delta High	Yolo COE	\$801.90	

Agency will be responsible for any ongoing operational costs to manage and maintain the connection upon supersedure. This includes, but is not limited to, the Monthly Recurring Cost (“MRC”) of circuits, all associated taxes and surcharges, equipment replacement and any maintenance agreements or service/support agreements the Agency enters into in order to connect to the nearest K12HSN network aggregation site, if applicable.

Upon supersedure, it is expected that Agency will become the customer of record for the solution and therefore will be invoiced by the Service Provider directly. The Agency is expected to pay the invoiced amount, which may be the full amount, until discounts are approved for the appropriate fiscal year.

The estimated MRC before any federal or state discounts for the solution provided to Agency is \$801.90, not including any taxes or surcharges, which are estimated to be an additional 10%.

Appendix B

Supersedure

For any sites for which their connectivity solution has been installed by or is anticipated to be installed by December 31 of any year, Agency, or representatives, will be notified by CENIC, or a CENIC representative, in the Fall of that year to develop a plan and timeline for supersedure that coincides with the next available E-rate cycle. The goal is to supersede service by July 1 following Agency's completion of an E-rate Form 471 in order for Agency to continue to maximize E-rate and CTF discounts. Any solution installed by December 31 is eligible to supersede the following July. (For example, connectivity solutions installed on October 1, 2021, would be eligible for supersedure on July 1, 2022.)

Supersedure is a process whereby Agency, CENIC, and the selected service provider agree to permit the Agency to take over the role of responsible party and payor of the connectivity solution, at which time CENIC would end its role as responsible party and payor.

CENIC will provide Agency with information and assistance with contract transfer, including assistance with filing the E-rate Form 471. In order to meet the deadline for filing the Form 471, which is typically due by the end of March, the school must work to complete and finalize any contract documents with the Service Provider before that date.

Upon supersedure, it is the Agency's responsibility to take appropriate actions each year during the E-rate cycle to maintain E-rate eligibility for the connectivity solution, to keep track of the end date of the contract, and to plan accordingly for continuation (renewal or upgrade) of service and continuation of E-rate beyond that end date. Resources are available regarding E-rate filing through K12HSN, a program of the California Department of Education, which can be accessed here: <https://www.k12hsn.org/resources/erate>.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: December 14, 2021

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 10.9

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

SUBJECT:

Request to Acknowledge and Approve the Application from the California Department of Education Competitive Grant for Cafeteria Improvements "2021 Equipment Assistance Grant"

BACKGROUND:

The California Department of Education is awarding up to \$100,000 in a competitive grant for cafeteria improvements. School food authorities (SFA) must participate in the National School Lunch Program to be able to submit a grant application. The deadline for submittal was 4:00 p.m. on December 14, 2021.

STATUS:

River Delta School District has submitted the application for the Equipment Assistance Grant and will notify the Board if the District is awarded grant funds.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board acknowledges and approves the grant application as submitted and accepts the funding if the District is awarded the Equipment Assistance Grant.

Time allocated: 3 minutes



[Home](#) / [Finance & Grants](#) / [Funding](#) / [Funding Profile](#) / [RFA](#)

2021 Equipment Assistance Grant Instructions

School food authorities (SFA) must submit the 2021 National School Lunch Program (NSLP) Equipment Assistance Grant (EAG) application found online on the California Department of Education (CDE) [2021 NSLP EAG web page](#). If your agency would like to apply for the EAG please complete the application and have the appropriate agency official electronically sign it. **The CDE must receive your SFA's online submission no later than 4 p.m. on Tuesday, December 14, 2021.**

The CDE will award competitive grants of up to \$100,000 per SFA. Each SFA may apply for no more than five sites. A central kitchen is considered one site regardless of the number of sites that benefit from its equipment purchases. Recipients will receive up to 90 percent of the funding at the time of award with the remaining 10 percent awarded upon approval of all invoices. The CDE will recover funds from SFAs that do not submit invoices for approved budget items by September 1, 2023.

Steps to apply for the 2021 EAG:

1. Read Management Bulletin SNP-05-2021: Availability of the 2021 NSLP EAG
2. Read the Instructions for Completing the 2021 EAG Application (this document)
3. Carefully review the Application Scoring Criteria on the [CDE Request for Application \(RFA\) web page](#).
4. Complete and submit the online Grant Application, no later than 4 p.m. on Tuesday, December 14, 2021.
5. If applicable, include proof of your SFA's board approval of a capitalization threshold that is lower than the 2020 Fiscal Year (FY) of \$1,000 with your SFA EAG application. If applicable to your SFA, this document must be sent by email to equipmentgrant@cde.ca.gov no later than 4 p.m. on Tuesday, December 14, 2021, or it will be considered an incomplete application.

Request for Applications

School Food Authority Information - Section 1

Note: You will need to select the Save Response button on the first page of the RFA to save the application with all content edits. Once you select the Save Response button you will receive an email with a unique URL (web address) for entrance back into the application. It is

recommended that you copy the URL on the application page and save it in case you do not receive the confirmation email. This address will allow you to return to where you left off on the survey if the Save Responses button was selected prior to exiting.

Please also ensure that you enter all numbers as whole numbers without commas, decimals, or symbols.

Application Field	Explanation
Has this SFA received funds from the 2017, 2018, 2019 or 2020 NSLP EAG	Check either yes or no to indicate if the SFA received funds from either the 2017, 2018, 2019, or 2020 NSLP EAGs. Priority will be given to sites that did not receive funds from those grants.
Name of SFA	Enter the name of the district, charter school, county office of education, private school, or residential child care institution (RCCI).
Address, city, state, and zip	Enter the street address, city, state, and zip code for the SFA.
Child Nutrition Information and Payment System (CNIPS) identification (ID) number	Enter the CNIPS ID number associated with your SFA's agreement with the CDE to participate in the NSLP.
Service Location Number (previously called Vendor Number)	Enter the CDE Service Location Number assigned to your SFA.
County	Select the county in which your SFA conducts business.
SFA total amount of grant funds requested (for all sites)	Enter the total amount of grant funding you are requesting for your SFA. Please note that there is a limit of five sites totaling \$100,000 per SFA.
Total number of sites for which the SFA is applying (no more than five)	Select the total number of sites for which your SFA is applying for grant funds. Please note that there is a limit of five sites per SFA that may receive a grant.

Name of food service director (FSD)

Enter the name of the FSD. If you do not have an FSD, provide the name of the employee who will be the contact person for this grant.

FSD phone number

Enter the area code and phone number of the FSD.

Contact phone number

Enter the area code and phone number of the contact person.

Email address

Provide the email address of the FSD or contact person.

Name of superintendent, director, or administrator

Enter the name of the district, school, or county superintendent; for an RCCI, enter the director's name; for a charter school, enter the administrator's name.

Contact phone number

Enter the area code and phone number of the contact person.

Email address

Provide the email address of the FSD or contact person.

Does the SFA or agency have a capitalization threshold for equipment?

A capitalization threshold is defined as the dollar value at which an agency differentiates between items that are supplies **versus** equipment. Some smaller equipment may be considered a supply because of its dollar value. Each school board may designate a specific dollar amount for capitalized equipment. This is the dollar value at which your SFA considers a piece of equipment as an asset in the SFA's financial statements.

Check **no** or **yes** to indicate your SFA's capitalization threshold. Checking **no** means, the CDE will assign the federal capitalization threshold for FY 2021 of \$1,000. Each piece of equipment requested on the application must have a total purchase or repair cost of \$1,000 or greater to be eligible for 2021 EAG FY funding. Checking **yes** means your SFA has a capitalization threshold that is lower than \$1,000. Equipment that the SFA requests on the application must have a total purchase or repair cost at or above the SFA's capitalization threshold. If your SFA has a lower capitalization threshold, you will need to submit an official board policy documentation that supports the lower capitalization threshold. This policy must be sent to the CDE by 4 p.m. on Tuesday, December 14, 2021, by email at equipmentgrant@cde.ca.gov.

Note: If the equipment your SFA is requesting does not meet or exceed your SFA's capitalization threshold or the assigned threshold of \$1,000 for FY 2021, it is considered a supply and cannot be funded with this grant.

SFA cafeteria fund operating balance as of July 1, 2021

Enter the balance of your cafeteria fund as of July 1, 2021.

One-month average food service operating expense

Enter the amount your SFA spends (on average) in one month on food service. This includes salaries, food, laundry, utilities, janitorial, etc.

Excess net cash resources (NCR) This answer is auto-calculated. No entry required.

Please note that SFAs with excess NCR **may** be ineligible for a grant.

Excess NCR explanation

If your SFA has excess NCR, explain in detail why the excess NCR cannot be used in lieu of grant funds. SFAs with excess NCR may be ineligible to be awarded a grant.

This equipment will support efforts to (check all that apply)

For the four focus areas listed on the application, check as many boxes that apply under the four categories. If selecting **other**, provide an explanation.

Equipment Request Explanation

Explain why the equipment your SFA requested is necessary to support the efforts selected above, emphasizing how the equipment will help improve nutritional quality; serve healthier meals; meet nutritional standards; improve food safety, safely serve meals during a disaster (pandemic or natural disaster); replace outdated and worn equipment, and establish or expand a School Breakfast Program. Provide a detailed written explanation based on each item you are requesting. See Section C of the scoring criteria for examples and additional information.

Site Information - Section 2

Complete this section for **each** site or central kitchen for which you are applying for grant funds. **You may save your responses at any time by selecting the Save button.**

Application Field

Explanation

Has this site or central kitchen received funds from the 2017, 2018, 2019, or 2020 NSLP EAG?

Check either **yes** or **no** to indicate if the site or central kitchen received funds from either the 2017, 2018, 2019, or 2020 NSLP EAG. Priority will be given to sites or central kitchens that **did not** receive funds from those grants.

Name of site or central kitchen

Enter the name of the site for which you are requesting grant funds.

CNIPS site number

For each site application, enter the number assigned in your CNIPS account, **not** the SFA CNIPS ID number. The site number is located to the left of the site name in your CNIPS account listing of participating sites. Central kitchens might not have site numbers, in which case the field should be blank.

Address, city, state, zip

Enter the address of the site or central kitchen, **not** the SFA.

This site or central kitchen participates in:

Check the appropriate box to indicate the program(s) in which the site or central kitchen participates.

- NSLP
- School Breakfast Program

Total number of students enrolled at this site or total number of students served by this central kitchen on October 31, 2020

Enter the number of students enrolled at the site or the total number of students served by this central kitchen on

October 31, 2020.

Total number of students at this site or served by this central kitchen approved for free and reduced-price (F/RP) meals as of October 31, 2020

Enter the number of students who were approved for F/RP meals as of **October 31, 2020.**

Enter the number of operating days in October 2020

Enter the total number of days that the site or central kitchen served reimbursable meals during the month of **October 2020**. If the site or central kitchen was not participating, enter **0** (zero).

Enter the total number of **lunches** served at this site or by this central kitchen during October 2020 to students in the applicable eligibility categories.

For the month of **October 2020** enter the **number** of lunches served to children who qualified for:

- Free meals
- Reduced-price meals
- Full price meals

Do not provide percentages.

Calculation Summary

The following mathematical equations were automatically calculated based on your SFAs answers to previous questions. No entry is required.

Application Field	Explanation
Approved F/RP percentage. This is the site or central kitchen percentage of F/RP eligible students	This answer is auto-calculated. No entry is required.
Total Meal Count for the month of October 2020	This answer is auto-calculated. No entry is required.
Percentage of F/RP lunches served	This answer is auto-calculated. No entry is required.
Total possible meals	This answer is auto-calculated. No entry is required.
Expansion potential for meals served	This answer is auto-calculated. No entry is required.

Site Level Equipment Request/Budget/Need - Section 3

Enter equipment pieces that will be placed at this site or central kitchen.

Enter all amounts as whole dollars (e.g., 5551, not 5550.72). Do not enter any symbols when entering numbers, e.g., \$ and commas. Use standard rounding procedures; round up for \$0.50 and above, round down for \$0.49 and below.

Note: You may save your responses at any time by selecting the Save button

Application Field	Explanation
Equipment name	Enter the name of the equipment you are requesting to purchase under the grant. You will be able to complete your requests for up to two pieces of equipment per page. If you are requesting more than two pieces of equipment, you will be able to do so on additional screens.

Per unit cost of the item

Enter the cost of one piece or unit of equipment.

The total cost includes the cost of installation, tax, and shipping as well as any modifications, attachments, or accessories your SFA needs to make the equipment usable.

Do not include the cost of vendor travel or training as these are unallowable expenses. Allowable cost information is on the [CDE Cafeteria Fund Guidance web page](#).

Note: Each item of equipment must equal or exceed the SFA's capitalization threshold. Any single item of equipment under the capitalization threshold will not be funded.

Number of units requested

Enter the number of units requested that you plan to purchase or repair next to the auto-populated site or central kitchen name. The sites that were applied for in Section 2 will be listed here.

Names of vendors contacted for price quotes

Enter the names of the vendors that you contacted for price quotes for this piece of equipment.

Note that each quote must be for the same item—this means that all specifications, accessories, installation costs and any other types of charge must be the same. In addition, the **total cost** of each piece of equipment must be at or over the capitalization threshold to qualify for this grant.

Sole Source: In **rare** situations, if your SFA is purchasing unique equipment, obtaining three quotes may not be possible. The purchase might fall under the category of **sole source**, where a particular vendor or manufacturer is the only entity from which you can purchase a unique piece of equipment. You **must** reach out to the EAG team prior to issuing a purchase order and receive written preapproval. You can contact the Equipment Grant Team by email at equipmentgrant@cde.ca.gov.

Equipment requested will be:

- New
- Used
- Renovated or Repaired

If this equipment is a vending machine, check here to acknowledge that grant funds may be used to purchase a vending machine only if it is used to distribute reimbursable meals

Will this equipment be housed at a central kitchen or site that prepares meals for multiple sites?

Use this space to describe the site or central kitchen's need for the equipment requested

Do you have more pieces of equipment to enter?

Certification/Signature

Check the appropriate box to indicate if the requested equipment is new, used, or if your SFA plans to renovate or repair existing equipment.

Only check **yes** if this applies. Leave the circle blank if it does not apply.

If the equipment will be housed at a central kitchen or other site that prepares meals for two or more other sites, check **yes**.

Provide detailed information that demonstrates the site or central kitchen need. See Section B of the scoring criteria for examples and additional information.

Select **yes** or **no** to proceed.

Selecting **yes** will direct you to Section 3 to request two more pieces of equipment.

Selecting **no** will direct you to the end of the Grant Application where you can submit the application.

Enter the district or agency official's name to certify that all the information contained within all sections of the application is correct and that your SFA will observe all applicable state and federal procurement laws and regulations.

Assurances

Please read the entire General Assurances document on the [CDE Funding Forms web page](#).

Governmental Regulations

By accepting a grant award, SFAs agree to comply with certain governmental regulations. A list of these regulations is on the CDE [Management Bulletin SNP-05-2021](#).

All SFAs participating in any of the federal Child Nutrition Programs (CNP) have signed a Permanent Single Agreement (PSA) and by doing so have agreed to all terms and conditions listed in the document. On page 10 of the PSA, the section titled, **Certification Regarding State and Federal Drug-free Workplace Requirements** states that applicants be certified to provide a drug-free workplace. No further action is required.

Certifications Regarding Debarment, Suspension, and Lobbying

SFAs are prohibited from contracting with a vendor that has been debarred, proposed for debarment, or suspended. SFAs must require any potential vendor to include a certification statement with each bid of \$25,000 or more. The bidder certifies that neither it nor any of its key employees have been proposed for debarment, debarred, or suspended by a federal agency. The SFA should retain bidder certifications with bid responses. Suspension and Debarment Certification is on the [CDE Procurement in Child Nutrition Programs web page](#).

Application Scoring Criteria

[EAG Application Scoring Criteria](#)

Procurement Training

The CDE has provided a webinar to assist 2019 EAG awardees with procurement and documentation requirements. The CDE will send webinar information with awardees grant award notifications.

Appeals Process

Applicants that want to appeal a grant award decision can view the [EAG Appeals Process web page](#).

Good Standing

If an agency is currently participating in any of the federal CNPs, they must be in good standing in the operation of those programs administered by the CDE and in compliance with all related regulations during the application process and anytime during the course of the grant period. The criteria that the CDE considers in determining an agency's **good standing** status can be viewed on the [EAG Good Standing web page](#).

Grant Application Submission

CDE will only accept online applications.

All applications are due no later than 4 p.m. on Tuesday, December 14, 2021.

Questions: EAG Team | equipmentgrant@cde.ca.gov | 916-323-2538

Last Reviewed: Tuesday, October 26, 2021

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: December 14, 2021

Attachments: X

From: Marcy Rossi, Principal, Riverview Middle School

Item Number: 10.10

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

SUBJECT:

Request to approve the out-of-state travel for Alyson Stiles, Riverview Leadership Teacher, to attend the Association of Directors of Activities (CADA) Annual State Conference in Reno, Nevada from March 2-5, 2022

BACKGROUND:

Ms. Stiles has been the Leadership teacher at Riverview for several years. Pre-pandemic, she chaperoned some of her Leadership students to the CA Association of Student Leadership (CASL) and CADA conferences for 3 days in the summer. She also takes her students to the one-day CADA/CASL conference in Woodland every year (only a virtual one-day conference was offered this year to students). These conferences have helped Ms. Stiles and the Leadership students to build school pride and improve school climate at Riverview. This year, Ms. Stiles would like to further grow her Leadership class and improve our school culture by attending the CADA State Convention.

STATUS:

Out-of-state travel requires Board approval

PRESENTER:

Marcy Rossi, Principal, Riverview Middle School

OTHER PEOPLE WHO MIGHT BE PRESENT:

Alyson Stiles, Teacher

COST AND FUNDING SOURCES:

Hotel 4 nights x \$124 = \$496; sub for 3 days approx. \$140 x 3 = \$420; Mileage 177x2x0.56=\$198; per diem 4 breakfasts, 4 lunch & 4 dinners = \$200; conference cost = \$599; Total cost = \$1913.00

01-0000-0-5200-222-1110-1000 \$777

01-0740-0-5200-222-1110-1000 \$518

01-0000-0-1104-222-1110-1000 \$252

01-0740-0-1104-222-1110-1000 \$168

01-0000-0-5230-222-1110-1000 \$119

01-0740-0-5230-222-1110-1000 \$79

RECOMMENDATION:

That the Board approves the out-of-state travel for Alyson Stiles from March 2-5, 2022.

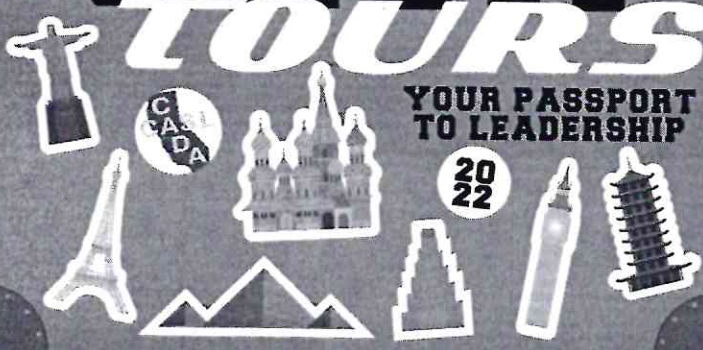
Time allocated: 2 minutes

ARRIVED
18.06.2013
MUNICH

IMMIGRATION OFFICE
SPAIN
BARCELONA AIRPORT
03.09.2019

Time to Travel!

CADA TOURS



YOUR PASSPORT TO LEADERSHIP

2022

MARCH 2-5, 2022
Grand Sierra Resort
Reno, NV

ITALY AIRPORT
ARRIVED
16 OCT 2017
ROME

IMMIGRATION
ATHENS
16 OCT 2017

Welcome to the CADA Convention!

The CADA State Convention is the largest event in the nation for Activity Directors. CADA is the number one organization in the United States for teaching and developing leadership skills students will use for the rest of their lives as they learn to serve their schools, communities, and families. The convention will provide you with the tools and resources necessary to do just that.



Funding for the CADA Convention

There is an ample amount of funding sources you can access for the CADA State Convention. Congress passed three stimulus bills providing over \$190 billion to the **Elementary and Secondary Emergency Education Relief (ESSER) fund** through the CARES Act. Your school district has options in applying for these funds like **Social-Emotional Learning (SEL) initiatives**. The **Local Control Funding Formula** already targets additional funding to school districts based on the enrollment of four groups of students identified as needing additional services. **American Rescue Plan Act (ARPA)** will add \$15.3 billion in assistance to California's K-12 schools to combat the pandemic and the recession. School site councils allocate funds for professional development from **local site budgets**. **LCAP** is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. All you have to do is ask!

Learn more at www.cada1.org/funding

Keynote Speakers



SCOTT BACKOVICH

Wednesday, March 2, 2022
6:00 PM - 7:30 PM

Leadership speaker and student engagement expert Scott Backovich has dedicated his life to doing one thing: helping schools create phenomenal campus culture. On any given day, Scott can be found making a positive impact on students, educators, and activities programs around the country. He is the founder of ENVOLVE Schools, a student engagement program designed to help campuses facilitate outstanding student activities. For Scott, it's not just about generating a moment of impact—it's about developing an entire climate of action. www.ENVOLVESchools.com



DR. LAYMON HICKS

Thursday, March 3, 2022
9:00 AM - 10:30 AM

Dr. Laymon Hicks isn't a stranger when it comes to student empowerment and leadership. He has motivated over 500,000 students across the nation in 46 states. Dr. Hicks graduated from Florida State University where he served as the Student Body President. At the age of 29, Dr. Hicks graduated with his doctorate in Organizational Leadership from Northeastern University. Today, he is an adjunct professor, youth speaker, author, and leadership consultant. Most importantly, he is the husband to Keisha and father to his daughter, Karsyn and resides in Florida. www.laymonhicks.com



SHANNON MCKAIN

Friday, March 4, 2022
3:00 PM - 4:30 PM

Shannon McKain is widely recognized as a leading authority in finding passion, creating positive change, and reaching personal goals. As a former NFL Cheerleader, Pryor Leadership Fellow, youth state council officer, and being featured across the country on ABC, CBS, and the Dude Perfect Show on Nickelodeon - she is no stranger to leadership, teamwork, and motivation. Today, Shannon entertains and educates audiences around the world relating how hard work, the right attitude, and having passion will lead you to success. www.ShannonMcKain.com

Pre-Con Sessions

We will be offering pre-conference sessions virtually the week before the Convention as well as Wednesday morning in-person.

Pre-cons can be purchased individually (\$50/session) or you can get all three virtual pre-cons and one in-person pre-con with the all-access pass.

Virtual Pre-Cons



GROWING LEADERS

PRESENTED BY ANDREW MCPEAK

Tuesday, February 22, 2022 | 4:00 PM - 7:00 PM

This generation of students who have grown up in the 21st century is the most social, the most empowered, and also the most anxious youth population in human history. If you are struggling to connect with and lead them, you are not alone. Their best chance of success starts when adults choose to believe in them, challenge them, and walk with them through the in greatest challenges today's youth will face.

CASBO FISCAL SESSION

Wednesday, February 23, 2022 | 4:00 PM - 7:00 PM

Want to learn more about the best ways to handle & spend ASB money? The kids want to do this, but the district says no. What are the best processes and procedures to follow when mentoring students through the ASB "rules"? Join Chief Business Officer Dusty Nevatt for the ASB Finance, Laws, Regulations & Best Practices pre-conference workshop. Q & A time will be provided.



TALKING RACE & EQUITY

W/ ERIN JONES

Thursday, February 24, 2022 | 4:00 PM - 7:00 PM

Erin Jones is a 30-year veteran educator who has devoted her recent years to helping educators and students learn to talk about difficult things. Her focus in recent years has been on race and equity. Erin is going to spend time with us sharing strategies we can use immediately with our students to help them engage in more healthy ways in conversations about difficult, at times, controversial topics. Erin will share the attitudes and behaviors she uses to talk with diverse audiences about racial equity - the power of gratitude, the importance of moving towards "brave spaces" (instead of focusing on "safety"), and the power of "grounding-in" (using breathing activities to center oneself). She will also introduce us to the three words she uses to frame her conversations about race - Humility (we still have so much to learn and can't do the work on our own), Humanity (each human, especially those who look, act, believe differently from us, has incredible value in the world) and History (we have individual and collective stories that are good, bad AND ugly). You will walk away from this session inspired and challenged, with strategies you can use immediately in your own life, as well as with your students.



In-Person Pre-Cons



BELONGING & WELL-BEING: CREATING A KIND & HEALTHY SCHOOL CULTURE

PRESENTED BY HOUSTON KRAFT

Wednesday, March 2, 2022 | 9:00 AM - 12:00 PM

This workshop will focus on 3 ideas:

1. Helping student (and adult) leaders develop a common language around leadership, mental health, and kindness.
2. Providing practical tools to focus our limited time on the projects that will have the highest impact.
3. Developing the skills that will help students serve their school equitably and effectively.

SEL RESOURCES

PRESENTED BY VARSITY BRANDS, HERFF JONES, & AARON HART

Wednesday, March 2, 2022 | 9:00 AM - 12:00 PM



As school systems continue to adjust to the pandemic, what's known as "social and emotional learning," or SEL, has never been more important or difficult. Students need to be able to manage their behaviors and emotions so that they can make good decisions and have great relationships. If kids cannot seek professional help and get one-on-one counseling, the next best thing for them to do is journaling and it creates a safe place for them to explore all of the different experiences and emotions that they're having and can't work out within their own mind. It's important that a journal is a safe place and no one else reads it. As an extension of Varsity Brands Believe in You Video Series and Speaking Tour, the Believe in You Social and Emotional Empowerment Program will offer tools for student empowerment rooted in SEL competencies for all grades. The program includes free research-based SEL resources as well as Student Empowerment Journals to help students process emotions and find optimism throughout the entire 40-week school year.



DEVELOPING AND INSPIRING STRONG STUDENT LEADERSHIP

PRESENTED BY THE LEARNING TOGETHER COMPANY

Wednesday, March 2, 2022 | 9:00 AM - 12:00 PM

As a school leader, do you find yourself falling into the trap of focusing on what is wrong, more than what is strong? CADA members know the importance of making a positive difference for

their students – imagine maximizing student leadership potential at every opportunity! In this dynamic pre-conference session, the Learning Together team will help you clearly understand your own unique strengths profile as well as simple strengths-based techniques to guarantee that you will create a greater impact with your students. Prior to attending the pre-conference session, you will take the world's premier strengths assessment online from Gallup. Then, in a fun, fast-paced session in Reno you will learn how to amplify your strengths to boost the talents of your students. Discover easy tips for spotting and encouraging strengths in your colleagues and in your students. Build a plan to make a few simple changes for the better – or commit to a whole new level of happiness and success. Either way, we want you to inspire your students to Learn STRONG, Lead STRONG, and to make the most of every one of their own best strengths!

Conference Highlights



NEWER TO CADA

Pack your bags and get ready for a trip of a lifetime. Are you newer to the CADA family? Are you traveling alone? Do you need help navigating the travel itinerary or maps? Come join some very successful travel guides (mentors) as we help you with your travels.

Newer to CADA will get you a personal travel guide, who will reach out prior to landing or driving into Reno. Your travel guide will come from the area your school is located, and on Wednesday evening you will meet in person, in the Nevada rooms, prior to area networking. Our guides are so excited to meet you and be a part of your CADA journey. They can share tips on workshops, and sessions to help

CADA EXHIBIT HALL

One of the most beneficial features of the convention is the access to hundreds of sponsors and vendors who showcase their products and services. You will be able to interact with a variety of companies who provide tools for fundraising, student travel, yearbooks, incentives, graduation products, spirit wear/clothing, equipment, assemblies, DJs, and more! Several hours of the convention are dedicated to allow you plenty of dedicated trade show time to meet with a variety of vendors and products, and not miss any workshops or speakers!

make your CADA experience work for you. You will also have the opportunity to meet other travelers from your Area going through the same experiences. You truly won't want to miss this fun encounter and start connecting with others. Check your passport, because you are going to experience some unique activities that will leave you energized, you will get questions answered, you will connect with colleagues who will continue to support you in the months and years ahead. Each evening prior to the fun events your travel guide will meet with you to discuss the amazing opportunities you had that day. Hook up your seat belts, we're ready for take-off see you when we land at CADA!

CADA STORE

Another way to keep current on educational trends and discover supportive curriculum and material is to visit the CADA store. Our knowledgeable staff, comprised of CADA veteran educators who are eager to help you, promote innovative materials, books, curriculum, and ideas to support you in the classroom/school community. They also stock CADA apparel and a variety of educational tools to refresh (or begin) your program. To get an idea of what is available, check out www.cada1.org/store.

ACTIVITIES & ATHLETICS WORKING TOGETHER

PRESENTED BY CIF EXECUTIVE DIRECTOR, RON NOCETTI

Thursday, March 3

Ron will join CADA on Thursday to talk about the importance of athletics and activities working together to create the best opportunities for students on our campuses. He will share the vision of CIF and the direction we are headed. Nocetti grew up playing high school sports in San Francisco. He coached and then became athletic director at Jesuit High School in Carmichael before joining the California Interscholastic Federation in 2008. He was the director of CIF championship events, later promoted to CIF senior director and then CIF associate executive director.

MEET THE PROS

Friday, March 4

The quickest hour of training you will ever receive. 40+ presenters exploding with information in a round table format, as you choose four different 12-minute topics sure to leave you with new ideas on transforming your campus culture or lessons you can teach in your leadership class.

COVID-19

We consider the safety of all those onsite at our events our top priority. In efforts to hold COVID safe events, we will be enforcing all state and local guidelines in addition to the following COVID safety protocols:

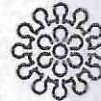
CADA will require all in-person attendees to present **proof of current vaccination** status upon checking into the conference. Proof of current vaccination can be presented in a digital format, physical card, or photo on your phone; full vaccination must be completed at least 14 days prior to the event.

Masks will be required at all indoor convention meetings and activities onsite at all times, except while eating and drinking during meals and reception.

CADA SLAM

Thursday, March 3

Are you ready for a slammin' good time? CADA members will step up to the mic and share their best leadership lesson, activity idea, quick tip, or other inspiration all in three minutes or less in the CADA Convention's annual CADA Slam! It's fun, it's fast-paced, and you will get a TON of great ideas in a short amount of time.



Graduate Level College Credit



CADA Convention attendees have two options to earn college credit as part of their State Convention attendance.

Option 1: Take courses in the Master Activity (MAA) Program and add the Fresno Pacific University optional units.

Option 2: For members not enrolling in the MAA program, register for the Professional Development course from Fresno Pacific University as part of your Convention attendance!

Courses are graduate-level, professional development semester units of credit that are not part of a degree program but are designed to meet the specific staff development needs.

Through our partnership with Fresno Pacific University, attendees of the 2022 CADA Convention have an opportunity to purchase up to two optional college credits. A grade of Credit/No Credit (CR or NC) will be issued for all coursework. Credit is equivalent to a B grade or better. Letter grades are not issued.

Courses are available for participants in the Master Activity Advisor (MAA) Program as well as attendees of the Convention not enrolled in the MAA Program. Members may register for no more than 2 units total. Payments for college units are made directly to Fresno Pacific University using their website. Additional information, including registration link, course titles and numbers will be available at cada1.org/fpu.

Master Activity Advisor Certificate

Advisors wishing to earn a certificate designating them as a Master Activity Advisor (MAA) can begin their 2-3 year course of study by enrolling in the introductory MAA course: 101-Foundations for Student Activities seminar on Wednesday, March 2 from 1:00-4:00 p.m. Pre-registration cost is \$100 and includes materials. Space is limited to advisors wishing to begin the MAA certificate program*. On-site registration may be available, space permitting, for \$130.

Courses offered

Wednesday, March 2 | 1:00-2:30 p.m.*
202-Communications in Student Activities
203-Organization of Student Activities
205-Personal Leadership Development

Courses offered

Wednesday, March 2 | 2:40-4:10 p.m.*
204-Leadership Curriculum Development
208-Positive School Culture & Climate

Advisors who have already completed Foundations for Student Activities may register for one or two of the advanced courses**. The pre-registration cost is \$50 per course. On-site registration may be available, space permitting, for \$65.

Additionally, attendees who register for and attend the virtual Finance & Law Pre-Con on Wednesday, February 23, 2022, may apply their attendance toward completion of the MAA 201-Finance & Law of Student Activities*** requirement for an additional fee of \$25 and completion of follow-up course assignments*.

Interested participants enrolled in the MAA seminar courses will have an opportunity to purchase optional college units from Fresno Pacific University. College units are not available in conjunction with the Finance & Law Pre-Con workshop.

Details about the Master Activity Advisor (MAA) Program can be found by visiting: www.cada1.org/certification.

*Participants in the MAA program will be expected to attend all Convention sessions Wednesday through Saturday, completing a convention-based assignment as well as a follow-up task that will relate to the course and their school's activity program. Courses are reserved for CADA attendees wishing to start and complete the MAA program. Space is limited. Pre-registration is recommended. Foundations for Student Activities is a 30-hour course, 200-level courses are each 15-hour equivalent. Course time includes seminar attendance, attending Convention sessions, completing session reflections, and convention follow-up assignments.

**Completion of 101-Foundations for Student Activities is a prerequisite for enrollment in any 200-level course.

***Completion or concurrent enrollment in 101-Foundations for Student Activities is a prerequisite for enrollment in MAA add-on credit for the Pre-Con Finance & Law workshop.

Networking Events

Some of the most valuable time at the CADA Convention will be the time you spend interacting with other educators who serve the same role you do on their campuses. After meeting vendors, listening to workshops, and hearing about innovative new programs and ideas, you will have the opportunity to discuss these ideas with others.

AREA NETWORKING

Wed., March 2 | 7:30 PM - 10:30 PM

Immediately following the opening general session, come network with people from your area. Enjoy an evening of fun, food, and good company!

EXHIBITOR RECEPTION

Thurs., March 3 | 6:00 PM - 9:00 PM

After an enriching day of workshops, head to the CADA exhibit hall to enjoy an evening with our vendors sponsored by SOS Entertainment! Grab some food as you stroll through the exhibit hall as you connect with our vendors and sponsors!

BOWLING PARTY

Thurs., March 3 | 9:00 PM - 12:00 AM

The evening isn't over yet! From 9:00 P.M. to Midnight, don't miss the Herff Jones bowling event. Enjoy a fun filled evening of bowling, dancing, and socializing with your fellow CADA attendees!

SCHOLARSHIP RUN

Fri., March 4 | 7:15 AM

The CADA Scholarship Run (5k run or 1k walk) is the perfect way to start your morning. The run/walk is the perfect opportunity to get some exercise and connect with others. All proceeds go to the CADA Memorial Scholarship Fund.



DINNER DANCE

Fri., March 4 | 7:00 PM - 12:00 AM

Get ready to dine family style at the CADA Family BBQ! Dress in your favorite BBQ attire and enjoy an evening of good company and good food. Afterwards, dance the night away at the dance sponsored by Lifetouch.



CLOSING GENERAL SESSION & BRUNCH

Sat., March 5 | 9:30 AM - 11:00 AM



Finish up the CADA Convention gathering together one last time for the closing general session, where you will enjoy a delicious brunch, participate in the 2023 theme reveal, get 30 ideas in 30 minutes, and be inspired one last time before departing for home!

Tentative Schedule

WEDNESDAY - MARCH 2, 2022

8:00 AM - 8:00 PM Registration sponsored by **Pegleg Entertainment** 
9:00 AM - 12:00 PM Pre-Con Sessions
1:00 PM - 4:10 PM Master Activity Advisors (MAA) Seminars (additional fee)
1:00 PM - 1:45 PM Session 1 Workshops
1:00 PM - 2:30 PM MAA Certification Session A
2:00 PM - 2:45 PM Session 2 Workshops
3:00 PM - 3:45 PM Session 3 Workshops
4:15 PM - 5:15 PM MAA Foundations Part 2
4:15 PM - 5:15 PM Pecha Kucha (for Convention Returners)
4:15 PM - 5:15 PM Newer to CADA sponsored by **WorldStrides** 
6:00 PM - 7:30 PM General Session - **Keynote: Scott Backovich**
7:30 PM - 10:30 PM Dinner and Area Networking

THURSDAY - MARCH 3, 2022

7:00 AM - 8:00 AM Morning Workout
7:30 AM - 6:00 PM Registration
8:00 AM - 8:45 AM Coffee with the Council
9:00 AM - 10:30 AM General Session - **Keynote: Dr. Laymon Hicks**
10:45 AM - 11:30 AM Session 4 Workshops
11:30 AM - 12:30 PM Exhibits: New To Convention
11:45 AM - 12:30 PM Session 5 Workshops
12:30 PM - 2:30 PM Exhibits: General Membership
2:40 PM - 3:40 PM Area Meetings
4:00 PM - 5:00 PM CADA Slam!
4:10 PM - 4:55 PM Session 6 Workshops
5:10 PM - 5:55 PM Session 7 Workshops
6:00 PM - 9:00 PM Exhibit Hall Reception sponsored by **SOS Entertainment** 
9:00 PM - 12:00 AM Bowling Party sponsored by **Herff Jones** 

FRIDAY - MARCH 4, 2022

6:30 AM - 7:00 AM Morning Workout
7:15 AM - 8:15 AM CADA Scholarship Run
8:30 AM - 9:45 AM Past Presidents' Breakfast
8:30 AM - 9:30 AM Meet the Pros
8:45 AM - 9:30 AM Session 8 Workshops
8:45 AM - 9:30 AM Administrators' Power Panel
9:30 AM - 12:30 PM Exhibit Hall w/ Raffles
12:45 PM - 1:30 PM Session 9 Workshops
1:45 PM - 2:30 PM Session 10 Workshops
3:00 PM - 4:30 PM General Session - **Keynote: Shannon McKain**
5:30 PM - 6:30 PM Administrators' Reception
7:00 PM - 8:00 PM Dinner Reception
8:00 PM - 9:00 PM Dinner & Awards Presentation
9:00 PM - 12:00 AM Dessert and Dance sponsored by **Lifetouch** 

SATURDAY - MARCH 5, 2022

9:30 AM - 11:30 AM Closing General Session and Brunch

**Times & Events Subject to Change*

Lodging & Registration



HOTEL ACCOMMODATIONS

GRAND SIERRA RESORT

2500 E 2nd Street
Reno, NV 89595

Standard Room Rate: \$124 + tax

Summit Luxury Room: \$144 + tax

Reservations: 1-800-648-5080

Cut-Off date: Monday, January 31, 2022

Parking is Free



REGISTRATION FEES & DEADLINES

CADA has gone paperless with registrations. You now can register online with a credit card or check; **purchase orders are not accepted.**

MEMBER PRICING

Before 1/21/22:

All Access - \$499

Regular Registration: \$399

Between 1/21/22 - 2/16/22

All Access - \$549

Regular Registration: \$449

Onsite

All Access - \$599

Regular Registration: \$499

NON-MEMBER PRICING

Before 1/21/22:

All Access - \$649

Regular Registration: \$549

Between 1/21/22 - 2/16/22

All Access - \$699

Regular Registration: \$599

Onsite

All Access - \$749

Regular Registration: \$649

Join CADA and save! Individual membership is \$125. Learn more at www.cada1.org/joincada.

Regular Registration Package includes: full Convention registration with workshops, general sessions, Area functions, entry into the exhibit hall, Convention giveaways, and all social events (Wednesday networking event and dinner, Thursday Exhibit Hall reception, Thursday after-party, Friday dinner/dance, and Saturday brunch.)

All Access Package includes: everything in the regular registration package plus three (3) virtual pre-cons and one (1) in-person pre-con.

SPECIAL EVENTS & ADDITIONAL TICKETS

- \$150 Companion/Guest Ticket (for a non-school-related spouse, partner, or other. Includes access to all social events and entry into the exhibit hall, but NOT educational sessions.)
- \$50 Extra Friday Dinner/Dance Ticket (All registered attendees receive 1 dinner/dance ticket)
- \$40 Extra Saturday Brunch Ticket (All registered attendees will receive 1 brunch ticket)
- \$25 CADA Scholarship 5K Run / 1K Walk - Friday (includes T-shirt)
- \$50 Pre-cons a-la-carte (For those that purchase the regular registration package and want to add on a pre-con)
- \$100 MAA Foundations course or \$50 per MAA 200-level course

Please note: This is an adult conference – no children will be admitted to any session, social event, or exhibit hall for any reason. Also, proof of COVID-19 vaccination will be required to attend this event.

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8 MAR 2017

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*We can't wait to
See You!*

FOR MORE INFORMATION
& TO REGISTER:



www.cada1.org



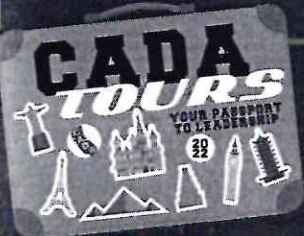
831.464.4891



events@cada1.org



@CASLFAN | @CADALEADERS | @CADACAMPS



March 2-5, 2022
Grand Sierra Resort | Reno, NV



THANK YOU TO OUR PLATINUM SPONSORS



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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: December 14, 2021

Attachments: _____

From: Katherine Wright, Superintendent

Item Number: 10.11

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

SUBJECT:

Donations

BACKGROUND:

Donations to Receive and Acknowledge:

River Delta Unified School District – Dental Supplies for Fire Victims

Vera Sunada D.D.S

River Delta Unified School District – Gift Cards for Fire Victims (Students)

Interact Club from Rio Vista Rotary - \$3,100

Delta High School – Homecoming Dance refreshments

Rosemarie Varner - \$193.25

Rio Vista High School – In memory of Lou and Joe Camacho

Karen Spengler

STATUS:

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board acknowledge and approve the receipt of these donations

Time allocated: 3 minutes

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: December 14, 2021

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 11

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

SUBJECT:

Under the provisions of Ed Code Sections 35143 and 50171, the Board is to conduct reorganizational duties including the setting and approving of their meeting schedule for the upcoming calendar year, 2022.

BACKGROUND:

Every year in December, the Board must complete their reorganizational duties (under the provisions of Ed Code 35143 and 50171) by setting and approving the schedule of Regular Board Meetings for next calendar year.

STATUS:

Attached is a draft of the Regular Board Meeting schedule for 2022.

The regularly scheduled meeting in February will be held on the third Tuesday of the month due to layoff deadlines. In June, there are two regularly scheduled meetings: one on the 2nd and 4th Tuesday due to Local Control and Accountability Plan and Budget Timelines. The December meeting is held on the Tuesday following the second Friday of December due to AB2449 becoming effective January 1, 2019.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board completes their reorganizational duties by setting and approving their meeting schedule for the upcoming year, 2022.

Time allocated: 3 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

RIVER DELTA UNIFIED SCHOOL DISTRICT SCHEDULE OF REGULAR BOARD MEETINGS

2022

AGENDA BRIEFINGS AND BACK-UP DOCUMENTS DUE (Thursdays – 4p.m.)	BOARD MEETING DATES Generally the 2 nd Tuesday except for February, June and December	LOCATION OF MEETINGS VARIOUS SITES Available to view via Zoom	GENERAL OPEN SESSION Will begin at 6:30 P.M. (unless noted or changed)
December 30	January 11	Rio Vista Theater	6:30 p.m.
February 3	*February 15	Isleton	6:30 p.m.
February 24	March 8	Walnut Grove	6:30 p.m.
March 31	April 12	Bates	6:30 p.m.
April 28	May 10	Clarksburg	6:30 p.m.
June 2	June 14	Walnut Grove	6:30 p.m.
June 16	*June 28	Rio Vista Theater	6:30 p.m.
NO	MEETING	JULY	2022
July 28	August 9	Isleton	6:30 p.m.
September 1	September 13	Walnut Grove	6:30 p.m.
September 29	October 11	Bates	6:30 p.m.
October 27	November 8	Clarksburg MS	6:30 p.m.
December 1	*December 13	Rio Vista Theater	6:30 p.m.

NOTE: * February's regularly scheduled meeting will be held on the third Tuesday of the month due to layoff deadlines, June will hold two meetings one on the 2nd and 4th Tuesday at 6:30pm due to LCAP and Budget Timelines. December's regularly scheduled meeting will be held on the third Tuesday due to AB2449 becoming effective January 1, 2019.

Board agenda briefings and backup documents are due to Mrs. Gaston in their electronic form by 4:00 p.m. on due date listed if they are to be included on the agenda for the upcoming regular scheduled Board Meeting. – Acceptable formats submitted by email: Board briefings must be submitted in Word and back up materials may be in a Microsoft Office program or pdf format, Faxed or hand delivered hard copies are not accepted.

Note: ► **Agenda items must be approved first by the site administrator.** You may have to attend a Cabinet meeting prior to the Board meeting for final approval for its inclusion (check with Mrs. Gaston).

Jennifer Gaston
 Executive Assistant to Superintendent Katherine Wright
 445 Montezuma Street, Rio Vista, CA 94571
 707-374-1711
jgaston@rdusd.org

Draft: December 21, 2021

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: December 14, 2021

Attachments: x

From: Tammy Busch, Chief Business Officer

Item Number: 12.

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

SUBJECT:

Request Approval of First Interim Financial Report for Fiscal Year 2021-22

BACKGROUND:

Since the budget adoption in June of 2021, revisions have been made to keep the budget current with changing circumstances and requirements. The purpose of the interim financial report is to project the total revenues and expenditures for the current fiscal year, compare the projected totals to the revised budget, perform a summary review of the report according to the State's criteria and standards, and to certify the financial condition of the River Delta School District to the Sacramento County Superintendents of Schools and the California Department of Education (pursuant to Education codes 42130-31 and 33127).

STATUS:

The First Interim Report reflects the financial activity from July 1, 2020 through October 31, 2021. Upon board review and approval the report is reviewed by Sacramento County Office of Education.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

RECOMMENDATION:

The Board approves the First Interim Financial Report for Fiscal Year 2021-22.

Time allocated: 15 minutes

River Delta Unified School District
2021-22 First Interim and Multiyear Fiscal Projection
December 14, 2021

Local Educational Agencies (LEAs) are required to submit a First Interim Financial Report to the County Office by December 15 of each year.

Below is a summary of the changes from the Board adopted budget in June 2021 with the financial summaries, multi-year projections and detailed financial state reports relating to the projected financial activity for 2021-22 through 2023-24 specific to the River Delta Unified School District.

LCFF Cost-of-Living-Adjustment (COLA): The proposed increase to the Local Control Funding Formula (LCFF) for 2022-23 is 2.48% and for 2023-24 is 3.11%.

Federal Funds

River Delta has either received or will be receiving since March 2019 through June 30, 2022 an estimated \$7,321,313 in restricted revenue due to COVID. The district has already allocated and spent during 2019-20- and 2020-21 approximately \$2,791,609 and has plans in place for the remainder of \$4,529,703. The First Interim Financials does not have budgeted \$623,308 of the expected funding since it is dependent on P2 reporting.

2021-22 River Delta Unified School District Primary Budget Components

Average Daily Attendance (ADA) is estimated at 1655.17 due to declining enrollment and lower attendance. The district will be funded at the higher of 2019-20 versus 2021-22 ADA.

The projected ADA for 2022-23 and 2023-24 is 1430.65 for both years. This will be revised once P2 is submitted.

General Fund Revenue Components

The District receives funding for its general operations from various sources. A projected summary of the major funding is below:

LCFF	\$20,636,843
Federal Revenue	\$5,775,139
Other State Revenue	\$4,406,896
Other Local Revenue	\$3,022,982

The district has received \$183,649 for Expanded Learning Opportunities; \$551,309 for Educator Effectiveness, and \$27,000 for cafeteria facilities and staff training are an additional restricted funding since adopted budget.

Cash Flow

The District is anticipating having positive monthly cash balances during the 2021-22 school year. Cash is always closely monitored in order to ensure the District is liquid to satisfy its obligations.

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: _____
District Superintendent or Designee

Date: _____

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: December 14, 2021

Signed: _____
President of the Governing Board

CERTIFICATION OF FINANCIAL CONDITION

POSITIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

QUALIFIED CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

NEGATIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Tammy Busch

Telephone: 707-374-1715

Title: Chief Business Officer

E-mail: tbusch@rdusd.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.		X

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:			
		2021-22 Original Budget	2021-22 Board Approved Operating Budget	2021-22 Actuals to Date	2021-22 Projected Totals
011	General Fund/County School Service Fund	GS	GS	GS	GS
081	Student Activity Special Revenue Fund				
091	Charter Schools Special Revenue Fund				
101	Special Education Pass-Through Fund				
111	Adult Education Fund	G	G	G	G
121	Child Development Fund	G	G	G	G
131	Cafeteria Special Revenue Fund	G	G	G	G
141	Deferred Maintenance Fund				
151	Pupil Transportation Equipment Fund				
171	Special Reserve Fund for Other Than Capital Outlay Projects	G	G	G	G
181	School Bus Emissions Reduction Fund				
191	Foundation Special Revenue Fund				
201	Special Reserve Fund for Postemployment Benefits				
211	Building Fund	G	G	G	G
251	Capital Facilities Fund	G	G	G	G
301	State School Building Lease-Purchase Fund				
351	County School Facilities Fund	G	G	G	G
401	Special Reserve Fund for Capital Outlay Projects				
491	Capital Project Fund for Blended Component Units	G	G	G	G
511	Bond Interest and Redemption Fund				
521	Debt Service Fund for Blended Component Units				
531	Tax Override Fund				
561	Debt Service Fund				
571	Foundation Permanent Fund				
611	Cafeteria Enterprise Fund				
621	Charter Schools Enterprise Fund				
631	Other Enterprise Fund				
661	Warehouse Revolving Fund				
671	Self-Insurance Fund				
711	Retiree Benefit Fund				
731	Foundation Private-Purpose Trust Fund				
761	Warrant/Pass-Through Fund				
951	Student Body Fund				
AI	Average Daily Attendance	S	S		S
CASH	Cashflow Worksheet				S
CHG	Change Order Form				
CI	Interim Certification				S
ESMOE	Every Student Succeeds Act Maintenance of Effort				GS
ICR	Indirect Cost Rate Worksheet				S
MYPI	Multiyear Projections - General Fund				GS
MYPIO	Multiyear Projections - Adult Education Fund				GS
MYPIO	Multiyear Projections - Child Development Fund				GS
MYPIO	Multiyear Projections - Cafeteria Special Revenue Fund				GS
MYPIO	Multiyear Projections - Special Reserve Fund for Other Than Capital				GS
MYPIO	Multiyear Projections - Building Fund				GS
MYPIO	Multiyear Projections - Capital Facilities Fund				GS
MYPIO	Multiyear Projections - County School Facilities Fund				GS
MYPIO	Multiyear Projections - Capital Project Fund for Blended Component U				GS
SIAI	Summary of Interfund Activities - Projected Year Totals				G
01CSI	Criteria and Standards Review				S

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First Interim
2021-22 Actuals to Date
Technical Review Checks

River Delta Joint Unified

Sacramento County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

CHECKFUND - (F) - All FUND codes must be valid.

PASSED

CHECKRESOURCE - (W) - The following codes for RESOURCE are not valid. Data should be corrected or narrative must be provided explaining why the exception (s) should be considered appropriate.

EXCEPTION

ACCOUNT				RESOURCE	VALUE		
FD	RS	PY	GO	FN	OB		
12	5059	0	0000	0000	8290	5059	9,600.00
Explanation:resource 5059 is new							
12	5059	0	0000	0000	979Z	5059	9,600.00
12	5059	0	0000	0000	9740	5059	9,600.00

CHK-RS-LOCAL-DEFINED - (F) - All locally defined resource codes must roll up to a CDE defined resource code.

PASSED

CHECKGOAL - (F) - All GOAL codes must be valid.

PASSED

CHECKFUNCTION - (F) - All FUNCTION codes must be valid.

PASSED

CHECKOBJECT - (F) - All OBJECT codes must be valid.

PASSED

CHK-FUNDxOBJECT - (F) - All FUND and OBJECT account code combinations must be valid.

PASSED

CHK-FDxRS7690x8590 - (F) - Funds 19, 57, 63, 66, 67, and 73 with Object 8590, All Other State Revenue, must be used in combination with Resource 7690, STRS-On Behalf Pension Contributions.

PASSED

CHK-FUNDxRESOURCE - (W) - The following combinations for FUND and RESOURCE are invalid. Data should be corrected or narrative must be provided explaining why the exception(s) should be considered appropriate.

EXCEPTION

ACCOUNT						FUND	RESOURCE	VALUE
FD	RS	PY	GO	FN	OB			
12	5059	0	0000	0000	8290	12	5059	9,600.00

12-5059-0-0000-0000-9740	12	5059	9,600.00
12-5059-0-0000-0000-979Z	12	5059	9,600.00

Explanation:New resource

CHK-FUNDxGOAL - (W) - All FUND and GOAL account code combinations should be valid. PASSED

CHK-FUNDxFUNCTION-A - (W) - All FUND (funds 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations should be valid. PASSED

CHK-FUNDxFUNCTION-B - (F) - All FUND (all funds except for 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations must be valid. PASSED

CHK-RESOURCExOBJECTA - (W) - The following combinations for RESOURCE and OBJECT (objects 8000 through 9999, except for 9791, 9793, and 9795) are invalid. Data should be corrected or narrative must be provided explaining why the exception (s) should be considered appropriate. EXCEPTION

ACCOUNT				RESOURCE	OBJECT	VALUE
FD	RS	PY	GO	FN	OB	
12	5059	0	0000	0000	8290	9,600.00

Explanation:New resource

CHK-RESOURCExOBJECTB - (O) - The following combinations for RESOURCE and OBJECT (objects 9791, 9793, and 9795) are invalid: EXCEPTION

ACCOUNT				RESOURCE	OBJECT	VALUE
FD	RS	PY	GO	FN	OB	
01	7010	0	0000	0000	9791	2,226.31

Explanation:This is carryover for this resource from 2019-20

CHK-RES6500xOBJ8091 - (F) - There is no activity in Resource 6500 (Special Education) with Object 8091 (LCFF Transfers-Current Year) or 8099 (LCFF/Revenue Limit Transfers-Prior Years). PASSED

CHK-FUNCTIONxOBJECT - (F) - All FUNCTION and OBJECT account code combinations must be valid. PASSED

CHK-GOALxFUNCTION-A - (F) - Goal and function account code combinations (all goals with expenditure objects 1000-7999 in functions 1000-1999 and 4000-5999) must be valid. NOTE: Functions not included in the GOALxFUNCTION table (0000, 2000-3999, 6000-6999, 7100-7199, 7210, 8000-8999) are not checked and will pass the TRC. PASSED

CHK-GOALxFUNCTION-B - (F) - General administration costs (functions 7200-7999, except 7210) must be direct-charged to an Undistributed, Nonagency, or County Services to Districts goal (Goal 0000, 7100-7199, or 8600-8699). PASSED

SPECIAL-ED-GOAL - (F) - Special Education revenue and expenditure transactions (resources 3300-3405, and 6500-6540, objects 1000-8999) must be coded to a Special Education 5000 goal or to Goal 7110, Nonagency-Educational. This technical review check excludes Early Intervening Services resources 3312, 3318, and 3332. PASSED

GENERAL LEDGER CHECKS

INTERFD-DIR-COST - (W) - Transfers of Direct Costs - Interfund (Object 5750) must net to zero for all funds. PASSED

INTERFD-INDIRECT - (W) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero for all funds. PASSED

INTERFD-INDIRECT-FN - (W) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero by function. PASSED

INTERFD-IN-OUT - (W) - Interfund Transfers In (objects 8910-8929) must equal Interfund Transfers Out (objects 7610-7629). PASSED

LCFF-TRANSFER - (W) - LCFF Transfers (objects 8091 and 8099) must net to zero, individually. PASSED

INTRA-FD-DIR-COST - (W) - Transfers of Direct Costs (Object 5710) must net to zero by fund. PASSED

INTRA-FD-INDIRECT - (W) - Transfers of Indirect Costs (Object 7310) must net to zero by fund. PASSED

INTRA-FD-INDIRECT-FN - (W) - Transfers of Indirect Costs (Object 7310) must net to zero by function. PASSED

CONTRIB-UNREST-REV - (W) - Contributions from Unrestricted Revenues (Object 8980) must net to zero by fund. PASSED

CONTRIB-RESTR-REV - (W) - Contributions from Restricted Revenues (Object 8990) must net to zero by fund. PASSED

EPA-CONTRIB - (W) - There should be no contributions (objects 8980-8999) to the Education Protection Account (Resource 1400). PASSED

LOTTERY-CONTRIB - (W) - There should be no contributions (objects 8980-8999) to the lottery (resources 1100 and 6300) or from the Lottery: Instructional Materials (Resource 6300). PASSED

SUPPLEMENTAL CHECKS

EXPORT CHECKS

CHK-DEPENDENCY - (F) - If data have changed that affect other forms, the affected forms must be opened and saved. PASSED

Checks Completed.

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First Interim
2021-22 Board Approved Operating Budget
Technical Review Checks

River Delta Joint Unified

Sacramento County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

- CHECKFUND - (F) - All FUND codes must be valid. PASSED
- CHECKRESOURCE - (W) - All RESOURCE codes must be valid. PASSED
- CHK-RS-LOCAL-DEFINED - (F) - All locally defined resource codes must roll up to a CDE defined resource code. PASSED
- CHECKGOAL - (F) - All GOAL codes must be valid. PASSED
- CHECKFUNCTION - (F) - All FUNCTION codes must be valid. PASSED
- CHECKOBJECT - (F) - All OBJECT codes must be valid. PASSED
- CHK-FUNDxOBJECT - (F) - All FUND and OBJECT account code combinations must be valid. PASSED
- CHK-FDxRS7690x8590 - (F) - Funds 19, 57, 63, 66, 67, and 73 with Object 8590, All Other State Revenue, must be used in combination with Resource 7690, STRS-On Behalf Pension Contributions. PASSED
- CHK-FUNDxRESOURCE - (W) - All FUND and RESOURCE account code combinations should be valid. PASSED
- CHK-FUNDxGOAL - (W) - All FUND and GOAL account code combinations should be valid. PASSED
- CHK-FUNDxFUNCTION-A - (W) - All FUND (funds 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations should be valid. PASSED
- CHK-FUNDxFUNCTION-B - (F) - All FUND (all funds except for 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations must be valid. PASSED
- CHK-RESOURCExOBJECTA - (W) - The following combinations for RESOURCE and OBJECT (objects 8000 through 9999, except for 9791, 9793, and 9795) are invalid. Data should be corrected or narrative must be provided explaining why the exception (s) should be considered appropriate. EXCEPTION

ACCOUNT					RESOURCE	OBJECT	VALUE
FD	RS	PY	GO	FN	OB		

01-3210-0-0000-0000-9790	3210	9790	-83,367.00
Explanation:District will correct at 2nd interim			
01-3212-0-0000-0000-9740	3212	9740	653,011.00
Explanation:District will correct at 2nd interim			
01-3215-0-0000-0000-9790	3215	9790	-27,486.00
Explanation:District will correct at 2nd interim			
01-7010-0-0000-0000-9740	7010	9740	2,226.31
Explanation:District will correct at 2nd interim			
01-7422-0-0000-0000-9790	7422	9790	-73,050.00
Explanation:District will correct at 2nd interim			

CHK-RESOURCExOBJECTB - (O) - The following combinations for RESOURCE and OBJECT (objects 9791, 9793, and 9795) are invalid: EXCEPTION

ACCOUNT				
FD - RS - PY - GO - FN - OB	RESOURCE	OBJECT	VALUE	
01-7010-0-0000-0000-9791	7010	9791	2,226.31	
Explanation:District will correct at 2nd interim				

CHK-RES6500xOBJ8091 - (F) - There is no activity in Resource 6500 (Special Education) with Object 8091 (LCFF Transfers-Current Year) or 8099 (LCFF/Revenue Limit Transfers-Prior Years). PASSED

CHK-FUNCTIONxOBJECT - (F) - All FUNCTION and OBJECT account code combinations must be valid. PASSED

CHK-GOALxFUNCTION-A - (F) - Goal and function account code combinations (all goals with expenditure objects 1000-7999 in functions 1000-1999 and 4000-5999) must be valid. NOTE: Functions not included in the GOALxFUNCTION table (0000, 2000-3999, 6000-6999, 7100-7199, 7210, 8000-8999) are not checked and will pass the TRC. PASSED

CHK-GOALxFUNCTION-B - (F) - General administration costs (functions 7200-7999, except 7210) must be direct-charged to an Undistributed, Nonagency, or County Services to Districts goal (Goal 0000, 7100-7199, or 8600-8699). PASSED

SPECIAL-ED-GOAL - (F) - Special Education revenue and expenditure transactions (resources 3300-3405, and 6500-6540, objects 1000-8999) must be coded to a Special Education 5000 goal or to Goal 7110, Nonagency-Educational. This technical review check excludes Early Intervening Services resources 3312, 3318, and 3332. PASSED

GENERAL LEDGER CHECKS

INTERFD-DIR-COST - (W) - Transfers of Direct Costs - Interfund (Object 5750) must net to zero for all funds. PASSED

INTERFD-INDIRECT - (W) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero for all funds. PASSED

INTERFD-INDIRECT-FN - (W) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero by function. PASSED

INTERFD-IN-OUT - (W) - Interfund Transfers In (objects 8910-8929) must equal Interfund Transfers Out (objects 7610-7629). PASSED

LCFF-TRANSFER - (W) - LCFF Transfers (objects 8091 and 8099) must net to zero, individually. PASSED

INTRA-FD-DIR-COST - (W) - Transfers of Direct Costs (Object 5710) must net to zero by fund. PASSED

INTRA-FD-INDIRECT - (W) - Transfers of Indirect Costs (Object 7310) must net to zero by fund. PASSED

INTRA-FD-INDIRECT-FN - (W) - Transfers of Indirect Costs (Object 7310) must net to zero by function. PASSED

CONTRIB-UNREST-REV - (W) - Contributions from Unrestricted Revenues (Object 8980) must net to zero by fund. PASSED

CONTRIB-RESTR-REV - (W) - Contributions from Restricted Revenues (Object 8990) must net to zero by fund. PASSED

EPA-CONTRIB - (W) - There should be no contributions (objects 8980-8999) to the Education Protection Account (Resource 1400). PASSED

LOTTERY-CONTRIB - (W) - There should be no contributions (objects 8980-8999) to the lottery (resources 1100 and 6300) or from the Lottery: Instructional Materials (Resource 6300). PASSED

PASS-THRU-REV=EXP - (W) - Pass-through revenues from all sources (objects 8287, 8587, and 8697) should equal transfers of pass-through revenues to other agencies (objects 7211 through 7213, plus 7299 for Resource 3327), by resource. PASSED

SE-PASS-THRU-REVENUE - (W) - Transfers of special education pass-through revenues are not reported in the general fund for the Administrative Unit of a Special Education Local Plan Area. PASSED

EXCESS-ASSIGN-REU - (W) - Amounts reported in Other Assignments (Object 9780) and/or Reserve for Economic Uncertainties (REU) (Object 9789) should not create a negative amount in Unassigned/Unappropriated (Object 9790) by fund and resource (for all funds except funds 61 through 95). PASSED

UNASSIGNED-NEGATIVE - (F) - Unassigned/Unappropriated balance (Object 9790) must be zero or negative, by resource, in all funds except the general fund and funds 61 through 95. PASSED

UNR-NET-POSITION-NEG - (F) - Unrestricted Net Position (Object 9790), in restricted resources, must be zero or negative, by resource, in funds 61 through 95. PASSED

RS-NET-POSITION-ZERO - (F) - Restricted Net Position (Object 9797), in unrestricted resources, must be zero, by resource, in funds 61 through 95. PASSED

EFB-POSITIVE - (W) - Ending balance (Object 979Z) is negative for the following resources. Please explain the cause of the negative balances and your plan to

resolve them.

EXCEPTION

<u>FUND</u>	<u>RESOURCE</u>	<u>NEG. EFB</u>
01	3210	-83,367.00
Explanation:District will correct at 2nd interim		
01	3215	-27,486.00
Explanation:District will correct at 2nd interim		
01	6500	-14,015.00
Explanation:District will correct at 2nd interim		
01	7422	-73,050.00
Explanation:District will correct at 2nd interim		
01	7425	-94,864.67
Explanation:District will correct at 2nd interim		
Total of negative resource balances for Fund 01		-292,782.67

OBJ-POSITIVE - (W) - The following objects have a negative balance by resource, by fund:

EXCEPTION

<u>FUND</u>	<u>RESOURCE</u>	<u>OBJECT</u>	<u>VALUE</u>
01	0000	3502	-75,332.00
Explanation:District will correct at 2nd interim			
01	3210	9790	-83,367.00
Explanation:District will correct at 2nd interim			
01	3215	9790	-27,486.00
Explanation:District will correct at 2nd interim			
01	6500	9790	-14,015.00
Explanation:District will correct at 2nd interim			
01	7422	9790	-73,050.00
Explanation:District will correct at 2nd interim			
01	7425	9790	-94,864.67
Explanation:District will correct at 2nd interim			

REV-POSITIVE - (W) - Revenue amounts exclusive of contributions (objects 8000-8979) should be positive by resource, by fund.

PASSED

EXP-POSITIVE - (W) - Expenditure amounts (objects 1000-7999) should be positive by function, resource, and fund.

PASSED

CEFB-POSITIVE - (W) - Components of Ending Fund Balance/Net Position (objects 9700-9789, 9796, and 9797) must be positive individually by resource, by fund.

PASSED

SUPPLEMENTAL CHECKS

EXPORT CHECKS

CHK-DEPENDENCY - (F) - If data have changed that affect other forms, the affected forms must be opened and saved. **PASSED**

Checks Completed.

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First Interim
2021-22 Original Budget
Technical Review Checks

River Delta Joint Unified

Sacramento County

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IMPORT CHECKS

- CHECKFUND - (F) - All FUND codes must be valid. PASSED
- CHECKRESOURCE - (W) - All RESOURCE codes must be valid. PASSED
- CHK-RS-LOCAL-DEFINED - (F) - All locally defined resource codes must roll up to a CDE defined resource code. PASSED
- CHECKGOAL - (F) - All GOAL codes must be valid. PASSED
- CHECKFUNCTION - (F) - All FUNCTION codes must be valid. PASSED
- CHECKOBJECT - (F) - All OBJECT codes must be valid. PASSED
- CHK-FUNDxOBJECT - (F) - All FUND and OBJECT account code combinations must be valid. PASSED
- CHK-FDxRS7690x8590 - (F) - Funds 19, 57, 63, 66, 67, and 73 with Object 8590, All Other State Revenue, must be used in combination with Resource 7690, STRS-On Behalf Pension Contributions. PASSED
- CHK-FUNDxRESOURCE - (W) - All FUND and RESOURCE account code combinations should be valid. PASSED
- CHK-FUNDxGOAL - (W) - All FUND and GOAL account code combinations should be valid. PASSED
- CHK-FUNDxFUNCTION-A - (W) - All FUND (funds 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations should be valid. PASSED
- CHK-FUNDxFUNCTION-B - (F) - All FUND (all funds except for 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations must be valid. PASSED
- CHK-RESOURCExOBJECTA - (W) - The following combinations for RESOURCE and OBJECT (objects 8000 through 9999, except for 9791, 9793, and 9795) are invalid. Data should be corrected or narrative must be provided explaining why the exception (s) should be considered appropriate. EXCEPTION

ACCOUNT					RESOURCE	OBJECT	VALUE
FD	RS	PY	GO	FN	OB		

01-3210-0-0000-0000-9790	3210	9790	-83,367.00
Explanation:District will correct at 2nd interim			
01-3212-0-0000-0000-9740	3212	9740	653,011.00
Explanation:District will correct at 2nd interim			
01-3215-0-0000-0000-9790	3215	9790	-27,486.00
Explanation:District will correct at 2nd interim			
01-7010-0-0000-0000-9740	7010	9740	2,226.31
Explanation:District will correct at 2nd interim			
01-7422-0-0000-0000-9790	7422	9790	-73,050.00
Explanation:District will correct at 2nd interim			

CHK-RESOURCExOBJECTB - (O) - The following combinations for RESOURCE and OBJECT (objects 9791, 9793, and 9795) are invalid: EXCEPTION

ACCOUNT				
FD - RS - PY - GO - FN - OB	RESOURCE	OBJECT		VALUE
01-7010-0-0000-0000-9791	7010	9791		2,226.31
Explanation:District will correct at 2nd interim				

CHK-RES6500xOBJ8091 - (F) - There is no activity in Resource 6500 (Special Education) with Object 8091 (LCFF Transfers-Current Year) or 8099 (LCFF/Revenue Limit Transfers-Prior Years). PASSED

CHK-FUNCTIONxOBJECT - (F) - All FUNCTION and OBJECT account code combinations must be valid. PASSED

CHK-GOALxFUNCTION-A - (F) - Goal and function account code combinations (all goals with expenditure objects 1000-7999 in functions 1000-1999 and 4000-5999) must be valid. NOTE: Functions not included in the GOALxFUNCTION table (0000, 2000-3999, 6000-6999, 7100-7199, 7210, 8000-8999) are not checked and will pass the TRC. PASSED

CHK-GOALxFUNCTION-B - (F) - General administration costs (functions 7200-7999, except 7210) must be direct-charged to an Undistributed, Nonagency, or County Services to Districts goal (Goal 0000, 7100-7199, or 8600-8699). PASSED

SPECIAL-ED-GOAL - (F) - Special Education revenue and expenditure transactions (resources 3300-3405, and 6500-6540, objects 1000-8999) must be coded to a Special Education 5000 goal or to Goal 7110, Nonagency-Educational. This technical review check excludes Early Intervening Services resources 3312, 3318, and 3332. PASSED

GENERAL LEDGER CHECKS

INTERFD-DIR-COST - (W) - Transfers of Direct Costs - Interfund (Object 5750) must net to zero for all funds. PASSED

INTERFD-INDIRECT - (W) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero for all funds. PASSED

INTERFD-INDIRECT-FN - (W) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero by function. PASSED

INTERFD-IN-OUT - (W) - Interfund Transfers In (objects 8910-8929) must equal Interfund Transfers Out (objects 7610-7629). PASSED

LCFF-TRANSFER - (W) - LCFF Transfers (objects 8091 and 8099) must net to zero, individually. PASSED

INTRAFFD-DIR-COST - (F) - Transfers of Direct Costs (Object 5710) must net to zero by fund. PASSED

INTRAFFD-INDIRECT - (F) - Transfers of Indirect Costs (Object 7310) must net to zero by fund. PASSED

INTRAFFD-INDIRECT-FN - (F) - Transfers of Indirect Costs (Object 7310) must net to zero by function. PASSED

CONTRIB-UNREST-REV - (F) - Contributions from Unrestricted Revenues (Object 8980) must net to zero by fund. PASSED

CONTRIB-RESTR-REV - (F) - Contributions from Restricted Revenues (Object 8990) must net to zero by fund. PASSED

EPA-CONTRIB - (F) - There should be no contributions (objects 8980-8999) to the Education Protection Account (Resource 1400). PASSED

LOTTERY-CONTRIB - (F) - There should be no contributions (objects 8980-8999) to the lottery (resources 1100 and 6300) or from the Lottery: Instructional Materials (Resource 6300). PASSED

PASS-THRU-REV=EXP - (W) - Pass-through revenues from all sources (objects 8287, 8587, and 8697) should equal transfers of pass-through revenues to other agencies (objects 7211 through 7213, plus 7299 for Resource 3327), by resource. PASSED

SE-PASS-THRU-REVENUE - (W) - Transfers of special education pass-through revenues are not reported in the general fund for the Administrative Unit of a Special Education Local Plan Area. PASSED

EXCESS-ASSIGN-REU - (F) - Amounts reported in Other Assignments (Object 9780) and/or Reserve for Economic Uncertainties (REU) (Object 9789) should not create a negative amount in Unassigned/Unappropriated (Object 9790) by fund and resource (for all funds except funds 61 through 95). PASSED

UNASSIGNED-NEGATIVE - (F) - Unassigned/Unappropriated balance (Object 9790) must be zero or negative, by resource, in all funds except the general fund and funds 61 through 95. PASSED

UNR-NET-POSITION-NEG - (F) - Unrestricted Net Position (Object 9790), in restricted resources, must be zero or negative, by resource, in funds 61 through 95. PASSED

RS-NET-POSITION-ZERO - (F) - Restricted Net Position (Object 9797), in unrestricted resources, must be zero, by resource, in funds 61 through 95. PASSED

EFB-POSITIVE - (W) - Ending balance (Object 979Z) is negative for the following resources. Please explain the cause of the negative balances and your plan to

resolve them.

EXCEPTION

FUND	RESOURCE	NEG. EFB
01	3210	-83,367.00
01	3215	-27,486.00
Explanation: District will correct at 2nd interim		
01	6500	-14,015.00
01	7422	-73,050.00
01	7425	-94,864.67
Total of negative resource balances for Fund 01		-292,782.67

OBJ-POSITIVE - (W) - The following objects have a negative balance by resource, by fund:

EXCEPTION

FUND	RESOURCE	OBJECT	VALUE
01	0000	3502	-75,332.00
01	3210	9790	-83,367.00
01	3215	9790	-27,486.00
01	6500	9790	-14,015.00
01	7422	9790	-73,050.00
01	7425	9790	-94,864.67

REV-POSITIVE - (W) - Revenue amounts exclusive of contributions (objects 8000-8979) should be positive by resource, by fund.

PASSED

EXP-POSITIVE - (W) - Expenditure amounts (objects 1000-7999) should be positive by function, resource, and fund.

PASSED

CEFB-POSITIVE - (F) - Components of Ending Fund Balance/Net Position (objects 9700-9789, 9796, and 9797) must be positive individually by resource, by fund.

PASSED

SUPPLEMENTAL CHECKS

EXPORT CHECKS

CHK-DEPENDENCY - (F) - If data have changed that affect other forms, the affected forms must be opened and saved.

PASSED

Checks Completed.

SACS2021ALL Financial Reporting Software - 2021.2.0
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First Interim
2021-22 Projected Totals
Technical Review Checks

River Delta Joint Unified

Sacramento County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

CHECKFUND - (F) - All FUND codes must be valid.

PASSED

CHECKRESOURCE - (W) - The following codes for RESOURCE are not valid. Data should be corrected or narrative must be provided explaining why the exception (s) should be considered appropriate.

EXCEPTION

ACCOUNT				RESOURCE	VALUE
FD	RS	PY	GO - FN - OB		
12	5059	0	0000-0000-8290	5059	9,600.00
Explanation:New resource					
12	5059	0	0000-0000-979Z	5059	9,600.00
12	5059	0	0000-0000-9740	5059	9,600.00

CHK-RS-LOCAL-DEFINED - (F) - All locally defined resource codes must roll up to a CDE defined resource code.

PASSED

CHECKGOAL - (F) - All GOAL codes must be valid.

PASSED

CHECKFUNCTION - (F) - All FUNCTION codes must be valid.

PASSED

CHECKOBJECT - (F) - All OBJECT codes must be valid.

PASSED

CHK-FUNDxOBJECT - (F) - All FUND and OBJECT account code combinations must be valid.

PASSED

CHK-FDxRS7690x8590 - (F) - Funds 19, 57, 63, 66, 67, and 73 with Object 8590, All Other State Revenue, must be used in combination with Resource 7690, STRS-On Behalf Pension Contributions.

PASSED

CHK-FUNDxRESOURCE - (W) - The following combinations for FUND and RESOURCE are invalid. Data should be corrected or narrative must be provided explaining why the exception(s) should be considered appropriate.

EXCEPTION

ACCOUNT				FUND	RESOURCE	VALUE
FD	RS	PY	GO - FN - OB			
12	5059	0	0000-0000-8290	12	5059	9,600.00

12-5059-0-0000-0000-9740	12	5059	9,600.00
12-5059-0-0000-0000-979Z	12	5059	9,600.00
Explanation:New resource			

CHK-FUNDxGOAL - (W) - All FUND and GOAL account code combinations should be valid. PASSED

CHK-FUNDxFUNCTION-A - (W) - All FUND (funds 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations should be valid. PASSED

CHK-FUNDxFUNCTION-B - (F) - All FUND (all funds except for 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations must be valid. PASSED

CHK-RESOURCExOBJECTA - (W) - The following combinations for RESOURCE and OBJECT (objects 8000 through 9999, except for 9791, 9793, and 9795) are invalid. Data should be corrected or narrative must be provided explaining why the exception (s) should be considered appropriate. EXCEPTION

ACCOUNT				RESOURCE	OBJECT	VALUE
FD	RS	PY	GO	FN	OB	
12	5059	0	0000	0000	8290	9,600.00
Explanation:New resource						

CHK-RESOURCExOBJECTB - (O) - The following combinations for RESOURCE and OBJECT (objects 9791, 9793, and 9795) are invalid: EXCEPTION

ACCOUNT				RESOURCE	OBJECT	VALUE
FD	RS	PY	GO	FN	OB	
01	7010	0	0000	0000	9791	2,226.31
Explanation:Carryover from 2019-20						

CHK-RES6500xOBJ8091 - (F) - There is no activity in Resource 6500 (Special Education) with Object 8091 (LCFF Transfers-Current Year) or 8099 (LCFF/Revenue Limit Transfers-Prior Years). PASSED

CHK-FUNCTIONxOBJECT - (F) - All FUNCTION and OBJECT account code combinations must be valid. PASSED

CHK-GOALxFUNCTION-A - (F) - Goal and function account code combinations (all goals with expenditure objects 1000-7999 in functions 1000-1999 and 4000-5999) must be valid. NOTE: Functions not included in the GOALxFUNCTION table (0000, 2000-3999, 6000-6999, 7100-7199, 7210, 8000-8999) are not checked and will pass the TRC. PASSED

CHK-GOALxFUNCTION-B - (F) - General administration costs (functions 7200-7999, except 7210) must be direct-charged to an Undistributed, Nonagency, or County Services to Districts goal (Goal 0000, 7100-7199, or 8600-8699). PASSED

SPECIAL-ED-GOAL - (F) - Special Education revenue and expenditure transactions (resources 3300-3405, and 6500-6540, objects 1000-8999) must be coded to a Special Education 5000 goal or to Goal 7110, Nonagency-Educational. This technical review check excludes Early Intervening Services resources 3312, 3318, and 3332. PASSED

GENERAL LEDGER CHECKS

INTERFD-DIR-COST - (W) - Transfers of Direct Costs - Interfund (Object 5750) must net to zero for all funds. PASSED

INTERFD-INDIRECT - (W) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero for all funds. PASSED

INTERFD-INDIRECT-FN - (W) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero by function. PASSED

INTERFD-IN-OUT - (W) - Interfund Transfers In (objects 8910-8929) must equal Interfund Transfers Out (objects 7610-7629). PASSED

LCFF-TRANSFER - (W) - LCFF Transfers (objects 8091 and 8099) must net to zero, individually. PASSED

INTRA-FD-DIR-COST - (F) - Transfers of Direct Costs (Object 5710) must net to zero by fund. PASSED

INTRA-FD-INDIRECT - (F) - Transfers of Indirect Costs (Object 7310) must net to zero by fund. PASSED

INTRA-FD-INDIRECT-FN - (F) - Transfers of Indirect Costs (Object 7310) must net to zero by function. PASSED

CONTRIB-UNREST-REV - (F) - Contributions from Unrestricted Revenues (Object 8980) must net to zero by fund. PASSED

CONTRIB-RESTR-REV - (F) - Contributions from Restricted Revenues (Object 8990) must net to zero by fund. PASSED

EPA-CONTRIB - (F) - There should be no contributions (objects 8980-8999) to the Education Protection Account (Resource 1400). PASSED

LOTTERY-CONTRIB - (F) - There should be no contributions (objects 8980-8999) to the lottery (resources 1100 and 6300) or from the Lottery: Instructional Materials (Resource 6300). PASSED

PASS-THRU-REV=EXP - (W) - Pass-through revenues from all sources (objects 8287, 8587, and 8697) should equal transfers of pass-through revenues to other agencies (objects 7211 through 7213, plus 7299 for Resource 3327), by resource. PASSED

SE-PASS-THRU-REVENUE - (W) - Transfers of special education pass-through revenues are not reported in the general fund for the Administrative Unit of a Special Education Local Plan Area. PASSED

EXCESS-ASSIGN-REU - (F) - Amounts reported in Other Assignments (Object 9780) and/or Reserve for Economic Uncertainties (REU) (Object 9789) should not create a negative amount in Unassigned/Unappropriated (Object 9790) by fund and resource (for all funds except funds 61 through 95). PASSED

UNASSIGNED-NEGATIVE - (F) - Unassigned/Unappropriated balance (Object 9790) must be zero or negative, by resource, in all funds except the general fund and funds 61 through 95. PASSED

UNR-NET-POSITION-NEG - (F) - Unrestricted Net Position (Object 9790), in restricted resources, must be zero or negative, by resource, in funds 61 through 95. PASSED

RS-NET-POSITION-ZERO - (F) - Restricted Net Position (Object 9797), in unrestricted resources, must be zero, by resource, in funds 61 through 95. PASSED

EFB-POSITIVE - (W) - Ending balance (Object 979Z) is negative for the following resources. Please explain the cause of the negative balances and your plan to resolve them. NOTE: Negative ending balances in Fund 01 restricted resources will be offset against available reserves calculated in Form 01CSI and Form MYPI, which can negatively affect the criteria and standards. EXCEPTION

FUND	RESOURCE	NEG. EFB
01	3210	-95,584.09
Explanation:The district will correct by 2nd interim		
01	9010	-45,974.78
Explanation:The district will correct by 2nd interim		
Total of negative resource balances for Fund 01		-141,558.87
12	6105	-20,645.15
Explanation:The district will correct by 2nd interim		
Total of negative resource balances for Fund 12		-20,645.15

OBJ-POSITIVE - (W) - The following objects have a negative balance by resource, by fund: EXCEPTION

FUND	RESOURCE	OBJECT	VALUE
01	3210	9790	-95,584.09
Explanation:The district will correct by 2nd interim			
01	9010	9790	-45,974.78
Explanation:The district will correct by 2nd interim			
12	6105	9790	-20,645.15
Explanation:The district will correct by 2nd interim			

REV-POSITIVE - (W) - Revenue amounts exclusive of contributions (objects 8000-8979) should be positive by resource, by fund. PASSED

EXP-POSITIVE - (W) - Expenditure amounts (objects 1000-7999) should be positive by function, resource, and fund. PASSED

CEFB-POSITIVE - (F) - Components of Ending Fund Balance/Net Position (objects 9700-9789, 9796, and 9797) must be positive individually by resource, by fund. PASSED

SUPPLEMENTAL CHECKS

CS-EXPLANATIONS - (F) - Explanations must be provided in the Criteria and Standards Review (Form 01CSI) for all criteria and for supplemental information items S1 through S6, and S9 if applicable, where the standard has

not been met or where the status is Not Met or Yes. PASSED

CS-YES-NO - (F) - Supplemental information items and additional fiscal indicator items in the Criteria and Standards Review (Form 01CSI) must be answered Yes or No, where applicable, for the form to be complete. PASSED

EXPORT CHECKS

FORM01-PROVIDE - (F) - Form 01 (Form 01I) must be opened and saved. PASSED

INTERIM-CERT-PROVIDE - (F) - Interim Certification (Form CI) must be provided. PASSED

ADA-PROVIDE - (F) - Average Daily Attendance data (Form AI) must be provided. PASSED

CS-PROVIDE - (F) - The Criteria and Standards Review (Form 01CSI) has been provided. PASSED

CASHFLOW-PROVIDE - (W) - A Cashflow Worksheet (Form CASH) must be provided with your Interim reports. (Note: LEAs may use a cashflow worksheet other than Form CASH, as long as it provides a monthly cashflow projected through the end of the fiscal year.) PASSED

MYP-PROVIDE - (W) - A Multiyear Projection Worksheet must be provided with your Interim. (Note: LEAs may use a multiyear projection worksheet other than Form MYP, with approval of their reviewing agency, as long as it provides current year and at least two subsequent fiscal years, and separately projects unrestricted resources, restricted resources, and combined total resources.) PASSED

MYPIO-PROVIDE - (W) - A multiyear projection worksheet must be provided with your interim report for any fund projecting a negative balance at the end of the current fiscal year. (Note: LEAs may use a multiyear projection worksheet other than Form MYPIO, with approval of their reviewing agency.) PASSED

CHK-UNBALANCED-A - (W) - Unbalanced and/or incomplete data exist in the following form(s) that should be corrected before an official export is completed. Please view the form(s) on screen and clear any "Unbalanced" or similar messages displayed in red. Note that forms GANN, SEMA, SEMB, and SEMAI request contact information. EXCEPTION

Form CASH

CHK-UNBALANCED-B - (F) - Unbalanced and/or incomplete data in any of the forms must be corrected before an official export can be completed. PASSED

CHK-DEPENDENCY - (F) - If data have changed that affect other forms, the affected forms must be opened and saved. PASSED

Checks Completed.

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.		X
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.		X
4	Local Control Funding Formula (LCFF) Revenue	Projected LCFF revenue for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.		X
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.		X
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption.		X
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption.		X
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since budget adoption meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.	X	
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since budget adoption that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?	X	
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since budget adoption by more than \$20,000 and more than 5% for any of the current or two subsequent fiscal years?		X

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2020-21) annual payment?	X	
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, have there been changes since budget adoption in OPEB liabilities?	X	
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?	X	
		• If yes, have there been changes since budget adoption in self-insurance liabilities?	n/a	
S8	Status of Labor Agreements	As of first interim projections, are salary and benefit negotiations still unsettled for:		X
		• Certificated? (Section S8A, Line 1b)		X
		• Classified? (Section S8B, Line 1b)	n/a	
S8	Labor Agreement Budget Revisions	For negotiations settled since budget adoption, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	n/a	X
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?		X

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	20,334,244.00	20,334,244.00	5,583,619.35	20,636,843.29	302,599.29	1.5%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	374,795.00	374,795.00	137,533.67	374,795.00	0.00	0.0%
4) Other Local Revenue		8600-8799	563,166.00	563,166.00	119,787.31	641,277.96	78,111.96	13.9%
5) TOTAL, REVENUES			21,272,205.00	21,272,205.00	5,840,940.33	21,652,916.25		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	7,267,931.00	7,267,931.00	2,677,157.26	6,470,782.84	797,148.16	11.0%
2) Classified Salaries		2000-2999	2,390,303.00	2,390,303.00	1,047,128.26	2,531,046.49	(140,743.49)	-5.9%
3) Employee Benefits		3000-3999	3,528,002.00	3,528,002.00	1,377,997.01	3,757,551.39	(229,549.39)	-6.5%
4) Books and Supplies		4000-4999	600,506.00	600,506.00	171,849.42	649,579.45	(49,073.45)	-8.2%
5) Services and Other Operating Expenditures		5000-5999	2,268,414.00	2,268,414.00	959,038.65	2,659,743.55	(391,329.55)	-17.3%
6) Capital Outlay		6000-6999	51,742.00	51,742.00	0.00	51,742.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	70,000.00	70,000.00	62,754.74	70,000.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(58,753.00)	(58,753.00)	(53.66)	(58,753.00)	0.00	0.0%
9) TOTAL, EXPENDITURES			16,118,145.00	16,118,145.00	6,295,871.68	16,131,692.72		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			5,154,060.00	5,154,060.00	(454,931.35)	5,521,223.53		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	300,576.00	300,576.00	0.00	300,576.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(3,684,038.00)	(3,684,038.00)	0.00	(3,911,572.57)	(227,534.57)	6.2%
4) TOTAL, OTHER FINANCING SOURCES/USES			(3,984,614.00)	(3,984,614.00)	0.00	(4,212,148.57)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,169,446.00	1,169,446.00	(454,931.35)	1,309,074.96		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	6,697,284.11	6,697,284.11		6,697,284.11	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,697,284.11	6,697,284.11		6,697,284.11		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,697,284.11	6,697,284.11		6,697,284.11		
2) Ending Balance, June 30 (E + F1e)			7,866,730.11	7,866,730.11		8,006,359.07		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted			0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			7,866,730.11	7,866,730.11		8,006,359.07		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	9,112,956.00	9,112,956.00	5,926,130.97	8,773,774.00	(339,182.00)	-3.7%
Education Protection Account State Aid - Current Year		8012	372,724.00	372,724.00	93,181.00	372,724.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	358,230.77	358,230.77	358,230.77	New
Tax Relief Subventions								
Homeowners' Exemptions		8021	72,740.00	72,740.00	767.57	70,622.00	(2,118.00)	-2.9%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	10,727,708.00	10,727,708.00	65,581.84	10,984,465.00	256,757.00	2.4%
Unsecured Roll Taxes		8042	825,595.00	825,595.00	(2,899.04)	863,376.00	37,781.00	4.6%
Prior Years' Taxes		8043	9,717.00	9,717.00	31,381.96	30,236.00	20,519.00	211.2%
Supplemental Taxes		8044	175,687.00	175,687.00	0.00	175,289.00	(398.00)	-0.2%
Education Revenue Augmentation Fund (ERAF)		8045	404,016.00	404,016.00	0.00	388,833.00	(15,183.00)	-3.8%
Community Redevelopment Funds (SB 617/699/1992)		8047	753,211.00	753,211.00	0.00	737,364.00	(15,847.00)	-2.1%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	20.00	20.00	243.76	245.00	225.00	1125.0%
Other In-Lieu Taxes		8082	0.00	0.00	1,814.52	1,814.52	1,814.52	New
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			22,454,374.00	22,454,374.00	6,474,433.35	22,756,973.29	302,599.29	1.3%
LCFF Transfers								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(2,120,130.00)	(2,120,130.00)	(890,814.00)	(2,120,130.00)	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			20,334,244.00	20,334,244.00	5,583,619.35	20,636,843.29	302,599.29	1.5%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Donated Food Commodities		8221	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00		
Title I, Part A, Basic	3010	8290						
Title I, Part D, Local Delinquent Programs	3025	8290						
Title II, Part A, Supporting Effective Instruction	4035	8290						

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290						
Title III, Part A, English Learner Program	4203	8290						
Public Charter Schools Grant Program (PCSGP)	4610	8290						
Other NCLB / Every Student Succeeds Act	3040, 3045, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290						
Career and Technical Education	3500-3599	8290						
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319						
Special Education Master Plan Current Year	6500	8311						
Prior Years	6500	8319						
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	81,500.00	81,500.00	81,581.00	81,500.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	290,795.00	290,795.00	55,952.67	290,795.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590						
Charter School Facility Grant	6030	8590						
Career Technical Education Incentive Grant Program	6387	8590						
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590						
California Clean Energy Jobs Act	6230	8590						
Specialized Secondary	7370	8590						
American Indian Early Childhood Education	7210	8590						
All Other State Revenue	All Other	8590	2,500.00	2,500.00	0.00	2,500.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			374,795.00	374,795.00	137,533.67	374,795.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	2,038.28	2,100.00	2,100.00	New
Interest		8660	113,463.00	113,463.00	18,783.78	113,463.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	53,000.00	53,000.00	8,776.65	53,000.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	376,703.00	376,703.00	90,188.60	452,714.96	76,011.96	20.2%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	20,000.00	20,000.00	0.00	20,000.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791						
From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			563,166.00	563,166.00	119,787.31	641,277.96	78,111.96	13.9%
TOTAL, REVENUES			21,272,205.00	21,272,205.00	5,840,940.33	21,652,916.25	380,711.25	1.8%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Certificated Teachers' Salaries		1100	5,832,054.00	5,832,054.00	2,041,366.55	4,973,961.89	858,092.11	14.7%
Certificated Pupil Support Salaries		1200	508,940.00	508,940.00	210,836.60	514,858.21	(5,918.21)	-1.2%
Certificated Supervisors' and Administrators' Salaries		1300	926,053.00	926,053.00	424,954.11	981,078.74	(55,025.74)	-5.9%
Other Certificated Salaries		1900	884.00	884.00	0.00	884.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			7,267,931.00	7,267,931.00	2,677,157.26	6,470,782.84	797,148.16	11.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	38,457.00	38,457.00	86,807.20	59,907.74	(21,450.74)	-55.8%
Classified Support Salaries		2200	1,051,668.00	1,051,668.00	384,335.52	1,161,078.63	(109,410.63)	-10.4%
Classified Supervisors' and Administrators' Salaries		2300	198,962.00	198,962.00	84,667.40	187,825.14	11,136.86	5.6%
Clerical, Technical and Office Salaries		2400	966,387.00	966,387.00	436,756.92	976,540.66	(10,153.66)	-1.1%
Other Classified Salaries		2900	134,829.00	134,829.00	54,561.22	145,694.32	(10,865.32)	-8.1%
TOTAL, CLASSIFIED SALARIES			2,390,303.00	2,390,303.00	1,047,128.26	2,531,046.49	(140,743.49)	-5.9%
EMPLOYEE BENEFITS								
STRS		3101-3102	1,185,840.00	1,185,840.00	421,908.35	1,249,215.44	(63,375.44)	-5.3%
PERS		3201-3202	607,186.00	607,186.00	201,487.75	607,367.60	(181.60)	0.0%
OASDI/Medicare/Alternative		3301-3302	304,527.00	304,527.00	117,933.84	315,461.64	(10,934.64)	-3.6%
Health and Welfare Benefits		3401-3402	1,167,717.00	1,167,717.00	513,445.46	1,208,482.10	(40,765.10)	-3.5%
Unemployment Insurance		3501-3502	(25,079.00)	(25,079.00)	20,144.29	75,601.44	(100,680.44)	401.5%
Workers' Compensation		3601-3602	138,033.00	138,033.00	39,355.94	141,955.11	(3,922.11)	-2.8%
OPEB, Allocated		3701-3702	61,009.00	61,009.00	32,002.35	61,009.00	0.00	0.0%
OPEB, Active Employees		3751-3752	88,769.00	88,769.00	30,913.83	94,838.06	(6,069.06)	-6.8%
Other Employee Benefits		3901-3902	0.00	0.00	805.20	3,621.00	(3,621.00)	New
TOTAL, EMPLOYEE BENEFITS			3,528,002.00	3,528,002.00	1,377,997.01	3,757,551.39	(229,549.39)	-6.5%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	601.00	601.00	0.00	601.00	0.00	0.0%
Materials and Supplies		4300	494,062.00	494,062.00	167,388.14	531,720.45	(37,658.45)	-7.6%
Noncapitalized Equipment		4400	105,843.00	105,843.00	4,461.28	117,258.00	(11,415.00)	-10.8%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			600,506.00	600,506.00	171,849.42	649,579.45	(49,073.45)	-8.2%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	137,672.00	137,672.00	59,084.25	141,803.00	(4,131.00)	-3.0%
Travel and Conferences		5200	46,251.00	46,251.00	30,636.66	70,910.00	(24,659.00)	-53.3%
Dues and Memberships		5300	40,932.00	40,932.00	36,838.19	45,441.00	(4,509.00)	-11.0%
Insurance		5400-5450	204,419.00	204,419.00	60,076.00	204,419.00	0.00	0.0%
Operations and Housekeeping Services		5500	832,438.00	832,438.00	383,255.90	885,091.19	(52,653.19)	-6.3%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	108,484.00	108,484.00	30,601.09	99,344.00	9,140.00	8.4%
Transfers of Direct Costs		5710	(41,091.00)	(41,091.00)	0.00	(38,510.00)	(2,581.00)	6.3%
Transfers of Direct Costs - Interfund		5750	895.00	895.00	0.00	895.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	523,807.00	523,807.00	272,103.26	653,652.93	(129,845.93)	-24.8%
Communications		5900	414,607.00	414,607.00	86,443.30	596,697.43	(182,090.43)	-43.9%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			2,268,414.00	2,268,414.00	959,038.65	2,659,743.55	(391,329.55)	-17.3%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	41,742.00	41,742.00	0.00	41,742.00	0.00	0.0%
Equipment Replacement		6500	10,000.00	10,000.00	0.00	10,000.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			51,742.00	51,742.00	0.00	51,742.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	70,000.00	70,000.00	62,754.74	70,000.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			70,000.00	70,000.00	62,754.74	70,000.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	(45,813.00)	(45,813.00)	(53.66)	(45,813.00)	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(12,940.00)	(12,940.00)	0.00	(12,940.00)	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(58,753.00)	(58,753.00)	(53.66)	(58,753.00)	0.00	0.0%
TOTAL, EXPENDITURES			16,118,145.00	16,118,145.00	6,295,871.68	16,131,692.72	(13,547.72)	-0.1%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	76,856.00	76,856.00	0.00	76,856.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	223,720.00	223,720.00	0.00	223,720.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			300,576.00	300,576.00	0.00	300,576.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	(3,684,038.00)	(3,684,038.00)	0.00	(3,911,572.57)	(227,534.57)	6.2%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(3,684,038.00)	(3,684,038.00)	0.00	(3,911,572.57)	(227,534.57)	6.2%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			(3,984,614.00)	(3,984,614.00)	0.00	(4,212,148.57)	(227,534.57)	5.7%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	20,334,244.00	20,334,244.00	5,583,619.35	20,636,843.29	302,599.29	1.5%
2) Federal Revenue		8100-8299	2,441,720.00	2,441,720.00	576,447.33	5,775,139.00	3,333,419.00	136.5%
3) Other State Revenue		8300-8599	3,108,034.00	3,108,034.00	1,019,591.26	4,406,896.66	1,298,862.66	41.8%
4) Other Local Revenue		8600-8799	2,888,266.00	2,888,266.00	299,299.64	3,022,982.96	134,716.96	4.7%
5) TOTAL, REVENUES			28,772,264.00	28,772,264.00	7,478,957.58	33,841,861.91		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	9,742,601.00	9,742,601.00	3,581,202.89	8,949,088.40	793,512.60	8.1%
2) Classified Salaries		2000-2999	3,884,358.00	3,884,358.00	1,742,468.45	4,268,480.51	(384,122.51)	-9.9%
3) Employee Benefits		3000-3999	6,007,755.00	6,007,755.00	1,865,263.62	6,377,432.14	(369,677.14)	-6.2%
4) Books and Supplies		4000-4999	2,028,555.00	2,028,555.00	421,553.47	1,426,730.14	601,824.86	29.7%
5) Services and Other Operating Expenditures		5000-5999	4,451,319.00	4,451,319.00	1,313,924.95	4,601,806.05	(150,487.05)	-3.4%
6) Capital Outlay		6000-6999	1,378,882.00	1,378,882.00	78,411.67	1,474,241.41	(95,359.41)	-6.9%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	70,000.00	70,000.00	62,754.74	70,000.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(12,940.00)	(12,940.00)	0.00	(12,940.00)	0.00	0.0%
9) TOTAL, EXPENDITURES			27,550,530.00	27,550,530.00	9,065,579.79	27,154,838.65		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,221,734.00	1,221,734.00	(1,586,622.21)	6,687,023.26		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	300,576.00	300,576.00	0.00	300,576.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.18	0.18	New
4) TOTAL, OTHER FINANCING SOURCES/USES			(300,576.00)	(300,576.00)	0.00	(300,575.82)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			921,158.00	921,158.00	(1,586,622.21)	6,386,447.44		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	8,359,659.24	8,359,659.24		8,359,659.24	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			8,359,659.24	8,359,659.24		8,359,659.24		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			8,359,659.24	8,359,659.24		8,359,659.24		
2) Ending Balance, June 30 (E + F1e)			9,280,817.24	9,280,817.24		14,746,106.68		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted			1,706,869.80	1,706,869.80		6,881,306.48		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			7,573,947.44	7,573,947.44		7,864,800.20		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	9,112,956.00	9,112,956.00	5,926,130.97	8,773,774.00	(339,182.00)	-3.7%
Education Protection Account State Aid - Current Year		8012	372,724.00	372,724.00	93,181.00	372,724.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	358,230.77	358,230.77	358,230.77	New
Tax Relief Subventions								
Homeowners' Exemptions		8021	72,740.00	72,740.00	767.57	70,622.00	(2,118.00)	-2.9%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	10,727,708.00	10,727,708.00	65,581.84	10,984,465.00	256,757.00	2.4%
Unsecured Roll Taxes		8042	825,595.00	825,595.00	(2,899.04)	863,376.00	37,781.00	4.6%
Prior Years' Taxes		8043	9,717.00	9,717.00	31,381.96	30,236.00	20,519.00	211.2%
Supplemental Taxes		8044	175,687.00	175,687.00	0.00	175,289.00	(398.00)	-0.2%
Education Revenue Augmentation Fund (ERAF)		8045	404,016.00	404,016.00	0.00	388,833.00	(15,183.00)	-3.8%
Community Redevelopment Funds (SB 617/699/1992)		8047	753,211.00	753,211.00	0.00	737,364.00	(15,847.00)	-2.1%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	20.00	20.00	243.76	245.00	225.00	1125.0%
Other In-Lieu Taxes		8082	0.00	0.00	1,814.52	1,814.52	1,814.52	New
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			22,454,374.00	22,454,374.00	6,474,433.35	22,756,973.29	302,599.29	1.3%
LCFF Transfers								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(2,120,130.00)	(2,120,130.00)	(890,814.00)	(2,120,130.00)	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			20,334,244.00	20,334,244.00	5,583,619.35	20,636,843.29	302,599.29	1.5%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	356,219.00	356,219.00	0.00	356,219.00	0.00	0.0%
Special Education Discretionary Grants		8182	25,897.00	25,897.00	0.00	25,897.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	1,734.38	1,735.00	1,735.00	New
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	392,497.00	392,497.00	114,963.00	392,497.00	0.00	0.0%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	57,839.00	57,839.00	18,637.00	57,839.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	45,188.00	45,188.00	15,228.00	45,188.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
	3040, 3045, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128,							
Other NCLB / Every Student Succeeds Act	5630	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	1,564,080.00	1,564,080.00	425,884.95	4,895,764.00	3,331,684.00	213.0%
TOTAL, FEDERAL REVENUE			2,441,720.00	2,441,720.00	576,447.33	5,775,139.00	3,333,419.00	136.5%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	81,500.00	81,500.00	81,581.00	81,500.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	385,788.00	385,788.00	117,058.10	385,788.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	399,508.00	399,508.00	108,652.96	399,508.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	110,338.00	110,338.00	130,850.14	241,191.00	130,853.00	118.6%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	0.00	0.00	21,421.66	21,421.66	21,421.66	New
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	152,956.00	152,956.00	152,956.00	New
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	2,130,900.00	2,130,900.00	407,071.40	3,124,532.00	993,632.00	46.6%
TOTAL, OTHER STATE REVENUE			3,108,034.00	3,108,034.00	1,019,591.26	4,406,896.66	1,298,862.66	41.8%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF								
Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	2,038.28	2,100.00	2,100.00	New
Interest		8660	113,463.00	113,463.00	18,783.78	113,463.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	61,885.00	61,885.00	8,776.65	61,885.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	2,187,786.00	2,187,786.00	155,589.93	2,320,402.96	132,616.96	6.1%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	20,000.00	20,000.00	0.00	20,000.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	505,132.00	505,132.00	114,111.00	505,132.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,888,266.00	2,888,266.00	299,299.64	3,022,982.96	134,716.96	4.7%
TOTAL, REVENUES			28,772,264.00	28,772,264.00	7,478,957.58	33,841,861.91	5,069,597.91	17.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	7,401,823.00	7,401,823.00	2,592,125.09	6,478,074.64	923,748.36	12.5%
Certificated Pupil Support Salaries		1200	1,122,085.00	1,122,085.00	444,793.07	1,187,212.02	(65,127.02)	-5.8%
Certificated Supervisors' and Administrators' Salaries		1300	1,128,970.00	1,128,970.00	543,947.23	1,279,667.74	(150,697.74)	-13.3%
Other Certificated Salaries		1900	89,723.00	89,723.00	337.50	4,134.00	85,589.00	95.4%
TOTAL, CERTIFICATED SALARIES			9,742,601.00	9,742,601.00	3,581,202.89	8,949,088.40	793,512.60	8.1%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	1,036,751.00	1,036,751.00	463,434.28	1,042,769.12	(6,018.12)	-0.6%
Classified Support Salaries		2200	1,324,223.00	1,324,223.00	580,779.11	1,572,015.17	(247,792.17)	-18.7%
Classified Supervisors' and Administrators' Salaries		2300	241,578.00	241,578.00	103,167.72	231,841.14	9,736.86	4.0%
Clerical, Technical and Office Salaries		2400	1,101,150.00	1,101,150.00	513,392.58	1,197,089.18	(95,939.18)	-8.7%
Other Classified Salaries		2900	180,656.00	180,656.00	81,694.76	224,765.90	(44,109.90)	-24.4%
TOTAL, CLASSIFIED SALARIES			3,884,358.00	3,884,358.00	1,742,468.45	4,268,480.51	(384,122.51)	-9.9%
EMPLOYEE BENEFITS								
STRS		3101-3102	2,524,981.00	2,524,981.00	539,245.81	2,641,457.32	(116,476.32)	-4.6%
PERS		3201-3202	1,011,388.00	1,011,388.00	353,679.33	1,076,470.28	(65,082.28)	-6.4%
OASDI/Medicare/Alternative		3301-3302	471,054.00	471,054.00	189,219.15	523,420.00	(52,366.00)	-11.1%
Health and Welfare Benefits		3401-3402	1,601,361.00	1,601,361.00	617,403.56	1,614,042.83	(12,681.83)	-0.8%
Unemployment Insurance		3501-3502	23,610.00	23,610.00	28,656.36	117,359.13	(93,749.13)	-397.1%
Workers' Compensation		3601-3602	194,220.00	194,220.00	62,153.30	208,347.03	(14,127.03)	-7.3%
OPEB, Allocated		3701-3702	61,009.00	61,009.00	32,002.35	61,009.00	0.00	0.0%
OPEB, Active Employees		3751-3752	120,012.00	120,012.00	41,958.56	131,365.55	(11,353.55)	-9.5%
Other Employee Benefits		3901-3902	120.00	120.00	945.20	3,961.00	(3,841.00)	-3200.8%
TOTAL, EMPLOYEE BENEFITS			6,007,755.00	6,007,755.00	1,865,263.62	6,377,432.14	(369,677.14)	-6.2%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	99,653.00	99,653.00	63,905.26	99,653.00	0.00	0.0%
Books and Other Reference Materials		4200	6,681.00	6,681.00	641.27	7,331.00	(650.00)	-9.7%
Materials and Supplies		4300	1,752,144.00	1,752,144.00	339,562.61	1,169,215.37	582,928.63	33.3%
Noncapitalized Equipment		4400	170,077.00	170,077.00	17,444.33	150,530.77	19,546.23	11.5%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			2,028,555.00	2,028,555.00	421,553.47	1,426,730.14	601,824.86	29.7%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	885,222.00	885,222.00	214,683.05	889,353.00	(4,131.00)	-0.5%
Travel and Conferences		5200	81,315.00	81,315.00	47,888.33	121,304.00	(39,989.00)	-49.2%
Dues and Memberships		5300	44,357.00	44,357.00	39,963.19	48,866.00	(4,509.00)	-10.2%
Insurance		5400-5450	204,419.00	204,419.00	60,076.00	204,419.00	0.00	0.0%
Operations and Housekeeping Services		5500	832,438.00	832,438.00	383,255.90	885,091.19	(52,653.19)	-6.3%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	208,864.00	208,864.00	40,671.74	201,227.00	7,637.00	3.7%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	9,895.00	9,895.00	0.00	9,895.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	1,660,929.00	1,660,929.00	440,178.84	1,635,942.43	24,986.57	1.5%
Communications		5900	523,880.00	523,880.00	87,207.90	605,708.43	(81,828.43)	-15.6%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			4,451,319.00	4,451,319.00	1,313,924.95	4,601,806.05	(150,487.05)	-3.4%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	1,368,882.00	1,368,882.00	78,411.67	1,464,241.41	(95,359.41)	-7.0%
Equipment Replacement		6500	10,000.00	10,000.00	0.00	10,000.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,378,882.00	1,378,882.00	78,411.67	1,474,241.41	(95,359.41)	-6.9%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	70,000.00	70,000.00	62,754.74	70,000.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			70,000.00	70,000.00	62,754.74	70,000.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	(12,940.00)	(12,940.00)	0.00	(12,940.00)	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(12,940.00)	(12,940.00)	0.00	(12,940.00)	0.00	0.0%
TOTAL, EXPENDITURES			27,550,530.00	27,550,530.00	9,065,579.79	27,154,838.65	395,691.35	1.4%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	76,856.00	76,856.00	0.00	76,856.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	223,720.00	223,720.00	0.00	223,720.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			300,576.00	300,576.00	0.00	300,576.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.18		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.18	0.18	New
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			(300,576.00)	(300,576.00)	0.00	(300,575.82)	(0.18)	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	2,441,720.00	2,441,720.00	576,447.33	5,775,139.00	3,333,419.00	136.5%
3) Other State Revenue		8300-8599	2,733,239.00	2,733,239.00	882,057.59	4,032,101.66	1,298,862.66	47.5%
4) Other Local Revenue		8600-8799	2,325,100.00	2,325,100.00	179,512.33	2,381,705.00	56,605.00	2.4%
5) TOTAL, REVENUES			7,500,059.00	7,500,059.00	1,638,017.25	12,188,945.66		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	2,474,670.00	2,474,670.00	904,045.63	2,478,305.56	(3,635.56)	-0.1%
2) Classified Salaries		2000-2999	1,494,055.00	1,494,055.00	695,340.19	1,737,434.02	(243,379.02)	-16.3%
3) Employee Benefits		3000-3999	2,479,753.00	2,479,753.00	487,266.61	2,619,880.75	(140,127.75)	-5.7%
4) Books and Supplies		4000-4999	1,428,049.00	1,428,049.00	249,704.05	777,150.69	650,898.31	45.6%
5) Services and Other Operating Expenditures		5000-5999	2,182,905.00	2,182,905.00	354,886.30	1,942,062.50	240,842.50	11.0%
6) Capital Outlay		6000-6999	1,327,140.00	1,327,140.00	78,411.67	1,422,499.41	(95,359.41)	-7.2%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	45,813.00	45,813.00	53.66	45,813.00	0.00	0.0%
9) TOTAL, EXPENDITURES			11,432,385.00	11,432,385.00	2,769,708.11	11,023,145.93		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(3,932,326.00)	(3,932,326.00)	(1,131,690.86)	1,165,799.73		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	3,684,038.00	3,684,038.00	0.00	3,911,572.75	227,534.75	6.2%
4) TOTAL, OTHER FINANCING SOURCES/USES			3,684,038.00	3,684,038.00	0.00	3,911,572.75		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(248,288.00)	(248,288.00)	(1,131,690.86)	5,077,372.48		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	1,662,375.13	1,662,375.13		1,662,375.13	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,662,375.13	1,662,375.13		1,662,375.13		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,662,375.13	1,662,375.13		1,662,375.13		
2) Ending Balance, June 30 (E + F1e)			1,414,087.13	1,414,087.13		6,739,747.61		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted			1,706,869.80	1,706,869.80		6,881,306.48		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			(292,782.67)	(292,782.67)		(141,558.87)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Education Protection Account State Aid - Current Year		8012	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00		
Subtotal, LCFF Sources			0.00	0.00	0.00	0.00		
LCFF Transfers								
Unrestricted LCFF Transfers - Current Year	0000	8091						
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00		
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	356,219.00	356,219.00	0.00	356,219.00	0.00	0.0%
Special Education Discretionary Grants		8182	25,897.00	25,897.00	0.00	25,897.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	1,734.38	1,735.00	1,735.00	New
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	392,497.00	392,497.00	114,963.00	392,497.00	0.00	0.0%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	57,839.00	57,839.00	18,637.00	57,839.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	45,188.00	45,188.00	15,228.00	45,188.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3045, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	1,564,080.00	1,564,080.00	425,884.95	4,895,764.00	3,331,684.00	213.0%
TOTAL, FEDERAL REVENUE			2,441,720.00	2,441,720.00	576,447.33	5,775,139.00	3,333,419.00	136.5%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00		
Lottery - Unrestricted and Instructional Materis		8560	94,993.00	94,993.00	61,105.43	94,993.00	0.00	0.0%
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	399,508.00	399,508.00	108,652.96	399,508.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	110,338.00	110,338.00	130,850.14	241,191.00	130,853.00	118.6%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	0.00	0.00	21,421.66	21,421.66	21,421.66	New
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	152,956.00	152,956.00	152,956.00	New
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	2,128,400.00	2,128,400.00	407,071.40	3,122,032.00	993,632.00	46.7%
TOTAL, OTHER STATE REVENUE			2,733,239.00	2,733,239.00	882,057.59	4,032,101.66	1,298,862.66	47.5%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes								
		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00		
Non-Resident Students		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	8,885.00	8,885.00	0.00	8,885.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustme		8691	0.00	0.00	0.00	0.00		
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	1,811,083.00	1,811,083.00	65,401.33	1,867,688.00	56,605.00	3.1%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	505,132.00	505,132.00	114,111.00	505,132.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,325,100.00	2,325,100.00	179,512.33	2,381,705.00	56,605.00	2.4%
TOTAL, REVENUES			7,500,059.00	7,500,059.00	1,638,017.25	12,188,945.66	4,688,886.66	62.5%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	1,569,769.00	1,569,769.00	550,758.54	1,504,112.75	65,656.25	4.2%
Certificated Pupil Support Salaries		1200	613,145.00	613,145.00	233,956.47	672,353.81	(59,208.81)	-9.7%
Certificated Supervisors' and Administrators' Salaries		1300	202,917.00	202,917.00	118,993.12	298,589.00	(95,672.00)	-47.1%
Other Certificated Salaries		1900	88,839.00	88,839.00	337.50	3,250.00	85,589.00	96.3%
TOTAL, CERTIFICATED SALARIES			2,474,670.00	2,474,670.00	904,045.63	2,478,305.56	(3,635.56)	-0.1%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	998,294.00	998,294.00	376,627.08	982,861.38	15,432.62	1.5%
Classified Support Salaries		2200	272,555.00	272,555.00	196,443.59	410,936.54	(138,381.54)	-50.8%
Classified Supervisors' and Administrators' Salaries		2300	42,616.00	42,616.00	18,500.32	44,016.00	(1,400.00)	-3.3%
Clerical, Technical and Office Salaries		2400	134,763.00	134,763.00	76,635.66	220,548.52	(85,785.52)	-63.7%
Other Classified Salaries		2900	45,827.00	45,827.00	27,133.54	79,071.58	(33,244.58)	-72.5%
TOTAL, CLASSIFIED SALARIES			1,494,055.00	1,494,055.00	695,340.19	1,737,434.02	(243,379.02)	-16.3%
EMPLOYEE BENEFITS								
STRS		3101-3102	1,339,141.00	1,339,141.00	117,337.46	1,392,241.88	(53,100.88)	-4.0%
PERS		3201-3202	404,202.00	404,202.00	152,191.58	469,102.68	(64,900.68)	-16.1%
OASDI/Medicare/Alternative		3301-3302	166,527.00	166,527.00	71,285.31	207,958.36	(41,431.36)	-24.9%
Health and Welfare Benefits		3401-3402	433,644.00	433,644.00	103,958.10	405,560.73	28,083.27	6.5%
Unemployment Insurance		3501-3502	48,689.00	48,689.00	8,512.07	41,757.69	6,931.31	14.2%
Workers' Compensation		3601-3602	56,187.00	56,187.00	22,797.36	66,391.92	(10,204.92)	-18.2%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	31,243.00	31,243.00	11,044.73	36,527.49	(5,284.49)	-16.9%
Other Employee Benefits		3901-3902	120.00	120.00	140.00	340.00	(220.00)	-183.3%
TOTAL, EMPLOYEE BENEFITS			2,479,753.00	2,479,753.00	487,266.61	2,619,880.75	(140,127.75)	-5.7%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	99,653.00	99,653.00	63,905.26	99,653.00	0.00	0.0%
Books and Other Reference Materials		4200	6,080.00	6,080.00	641.27	6,730.00	(650.00)	-10.7%
Materials and Supplies		4300	1,258,082.00	1,258,082.00	172,174.47	637,494.92	620,587.08	49.3%
Noncapitalized Equipment		4400	64,234.00	64,234.00	12,983.05	33,272.77	30,961.23	48.2%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			1,428,049.00	1,428,049.00	249,704.05	777,150.69	650,898.31	45.6%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	747,550.00	747,550.00	155,598.80	747,550.00	0.00	0.0%
Travel and Conferences		5200	35,064.00	35,064.00	17,251.67	50,394.00	(15,330.00)	-43.7%
Dues and Memberships		5300	3,425.00	3,425.00	3,125.00	3,425.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	100,380.00	100,380.00	10,070.65	101,883.00	(1,503.00)	-1.5%
Transfers of Direct Costs		5710	41,091.00	41,091.00	0.00	38,510.00	2,581.00	6.3%
Transfers of Direct Costs - Interfund		5750	9,000.00	9,000.00	0.00	9,000.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	1,137,122.00	1,137,122.00	168,075.58	982,289.50	154,832.50	13.6%
Communications		5900	109,273.00	109,273.00	764.60	9,011.00	100,262.00	91.8%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			2,182,905.00	2,182,905.00	354,886.30	1,942,062.50	240,842.50	11.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	1,327,140.00	1,327,140.00	78,411.67	1,422,499.41	(95,359.41)	-7.2%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,327,140.00	1,327,140.00	78,411.67	1,422,499.41	(95,359.41)	-7.2%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	45,813.00	45,813.00	53.66	45,813.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			45,813.00	45,813.00	53.66	45,813.00	0.00	0.0%
TOTAL, EXPENDITURES			11,432,385.00	11,432,385.00	2,769,708.11	11,023,145.93	409,239.07	3.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00		
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00		
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	3,684,038.00	3,684,038.00	0.00	3,911,572.75	227,534.75	6.2%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			3,684,038.00	3,684,038.00	0.00	3,911,572.75	227,534.75	6.2%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			3,684,038.00	3,684,038.00	0.00	3,911,572.75	(227,534.75)	6.2%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	105,765.00	105,765.00	37,637.00	92,140.00	(13,625.00)	-12.9%
4) Other Local Revenue		8600-8799	400.00	400.00	214.00	400.00	0.00	0.0%
5) TOTAL, REVENUES			106,165.00	106,165.00	37,851.00	92,540.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	20,417.00	20,417.00	3,459.28	20,917.00	(500.00)	-2.4%
2) Classified Salaries		2000-2999	17,636.00	17,636.00	2,834.12	18,236.00	(600.00)	-3.4%
3) Employee Benefits		3000-3999	17,334.00	17,334.00	1,932.74	17,334.00	0.00	0.0%
4) Books and Supplies		4000-4999	16,746.00	16,746.00	2,997.72	16,746.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	31,056.00	31,056.00	2,033.20	31,156.00	(100.00)	-0.3%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	2,976.00	2,976.00	0.00	2,976.00	0.00	0.0%
9) TOTAL, EXPENDITURES			106,165.00	106,165.00	13,257.06	107,365.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	24,593.94	(14,825.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	24,593.94	(14,825.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	78,830.29	78,830.29		78,830.29	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			78,830.29	78,830.29		78,830.29		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			78,830.29	78,830.29		78,830.29		
2) Ending Balance, June 30 (E + F1e)			78,830.29	78,830.29		64,005.29		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	78,830.29	78,830.29		64,005.29		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
LCFF SOURCES								
LCFF Transfers								
LCFF Transfers - Current Year		8091	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
FEDERAL REVENUE								
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
All Other State Apportionments - Current Year		8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years		8319	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
Adult Education Program	6391	8590	103,951.00	103,951.00	37,637.00	90,326.00	(13,625.00)	-13.1%
All Other State Revenue	All Other	8590	1,814.00	1,814.00	0.00	1,814.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			105,765.00	105,765.00	37,637.00	92,140.00	(13,625.00)	-12.9%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	400.00	400.00	214.00	400.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			400.00	400.00	214.00	400.00	0.00	0.0%
TOTAL, REVENUES			106,165.00	106,165.00	37,851.00	92,540.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	3,000.00	3,000.00	600.00	3,000.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	5,742.00	5,742.00	2,719.28	6,242.00	(500.00)	-8.7%
Other Certificated Salaries		1900	11,675.00	11,675.00	140.00	11,675.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			20,417.00	20,417.00	3,459.28	20,917.00	(500.00)	-2.4%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	17,636.00	17,636.00	2,823.49	18,236.00	(600.00)	-3.4%
Other Classified Salaries		2900	0.00	0.00	10.63	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			17,636.00	17,636.00	2,834.12	18,236.00	(600.00)	-3.4%
EMPLOYEE BENEFITS								
STRS		3101-3102	5,269.00	5,269.00	553.82	5,269.00	0.00	0.0%
PERS		3201-3202	4,041.00	4,041.00	521.36	4,041.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	1,647.00	1,647.00	270.30	1,647.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	5,169.00	5,169.00	422.65	5,169.00	0.00	0.0%
Unemployment Insurance		3501-3502	469.00	469.00	33.57	469.00	0.00	0.0%
Workers' Compensation		3601-3602	544.00	544.00	89.87	544.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	195.00	195.00	41.17	195.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			17,334.00	17,334.00	1,932.74	17,334.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	14,763.00	14,763.00	2,997.72	14,763.00	0.00	0.0%
Noncapitalized Equipment		4400	1,983.00	1,983.00	0.00	1,983.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			16,746.00	16,746.00	2,997.72	16,746.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	2,839.00	2,839.00	1,218.20	2,939.00	(100.00)	-3.5%
Travel and Conferences		5200	11,241.00	11,241.00	0.00	11,241.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	5,000.00	5,000.00	0.00	5,000.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	200.00	200.00	0.00	200.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	11,776.00	11,776.00	815.00	11,776.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			31,056.00	31,056.00	2,033.20	31,156.00	(100.00)	-0.3%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers Out								
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	2,976.00	2,976.00	0.00	2,976.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			2,976.00	2,976.00	0.00	2,976.00	0.00	0.0%
TOTAL, EXPENDITURES			106,165.00	106,165.00	13,257.06	107,365.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	9,600.00	9,600.00	9,600.00	New
3) Other State Revenue		8300-8599	278,852.00	278,852.00	126,613.00	278,852.00	0.00	0.0%
4) Other Local Revenue		8600-8799	13,250.00	13,250.00	274.00	13,250.00	0.00	0.0%
5) TOTAL, REVENUES			292,102.00	292,102.00	136,487.00	301,702.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	18,024.00	18,024.00	7,698.06	20,124.00	(2,100.00)	-11.7%
2) Classified Salaries		2000-2999	155,139.00	155,139.00	85,442.22	186,625.96	(31,486.96)	-20.3%
3) Employee Benefits		3000-3999	94,996.00	94,996.00	34,180.06	82,054.19	12,941.81	13.6%
4) Books and Supplies		4000-4999	12,458.00	12,458.00	327.47	12,458.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	1,521.00	1,521.00	0.00	1,521.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	9,964.00	9,964.00	0.00	9,964.00	0.00	0.0%
9) TOTAL, EXPENDITURES			292,102.00	292,102.00	127,647.81	312,747.15		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	8,839.19	(11,045.15)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	8,839.19	(11,045.15)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	7,717.50	7,717.50		7,717.50	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,717.50	7,717.50		7,717.50		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,717.50	7,717.50		7,717.50		
2) Ending Balance, June 30 (E + F1e)			7,717.50	7,717.50		(3,327.65)		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted			7,717.50	7,717.50		17,317.50		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			0.00	0.00		(20,645.15)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	9,600.00	9,600.00	9,600.00	New
TOTAL, FEDERAL REVENUE			0.00	0.00	9,600.00	9,600.00	9,600.00	New
OTHER STATE REVENUE								
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
State Preschool	6105	8590	276,721.00	276,721.00	126,613.00	276,721.00	0.00	0.0%
All Other State Revenue	All Other	8590	2,131.00	2,131.00	0.00	2,131.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			278,852.00	278,852.00	126,613.00	278,852.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	250.00	250.00	274.00	250.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	13,000.00	13,000.00	0.00	13,000.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			13,250.00	13,250.00	274.00	13,250.00	0.00	0.0%
TOTAL, REVENUES			292,102.00	292,102.00	136,487.00	301,702.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	3,559.00	3,559.00	1,209.83	4,859.00	(1,300.00)	-36.5%
Certificated Pupil Support Salaries		1200	9,210.00	9,210.00	4,005.87	10,010.00	(800.00)	-8.7%
Certificated Supervisors' and Administrators' Salaries		1300	5,255.00	5,255.00	2,482.36	5,255.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			18,024.00	18,024.00	7,698.06	20,124.00	(2,100.00)	-11.7%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	130,503.00	130,503.00	64,402.43	150,784.30	(20,281.30)	-15.5%
Classified Support Salaries		2200	3,705.00	3,705.00	10,726.87	12,805.00	(9,100.00)	-245.6%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	20,931.00	20,931.00	10,312.92	23,036.66	(2,105.66)	-10.1%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			155,139.00	155,139.00	85,442.22	186,625.96	(31,486.96)	-20.3%
EMPLOYEE BENEFITS								
STRS		3101-3102	5,182.00	5,182.00	2,815.35	9,282.00	(4,100.00)	-79.1%
PERS		3201-3202	35,546.00	35,546.00	16,853.45	36,300.19	(754.19)	-2.1%
OASDI/Medicare/Alternative		3301-3302	12,136.00	12,136.00	5,809.38	13,356.00	(1,220.00)	-10.1%
Health and Welfare Benefits		3401-3402	35,822.00	35,822.00	6,118.18	16,216.00	19,606.00	54.7%
Unemployment Insurance		3501-3502	2,133.00	2,133.00	496.27	2,133.00	0.00	0.0%
Workers' Compensation		3601-3602	2,478.00	2,478.00	1,329.19	2,918.00	(440.00)	-17.8%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	1,699.00	1,699.00	758.24	1,849.00	(150.00)	-8.8%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			94,996.00	94,996.00	34,180.06	82,054.19	12,941.81	13.6%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	12,458.00	12,458.00	327.47	12,458.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			12,458.00	12,458.00	327.47	12,458.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	30.00	30.00	0.00	30.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	1,462.00	1,462.00	0.00	1,462.00	0.00	0.0%
Communications		5900	29.00	29.00	0.00	29.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			1,521.00	1,521.00	0.00	1,521.00	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	9,964.00	9,964.00	0.00	9,964.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			9,964.00	9,964.00	0.00	9,964.00	0.00	0.0%
TOTAL, EXPENDITURES			292,102.00	292,102.00	127,647.81	312,747.15		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8911	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Certificates of Participation		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8979	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources			0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	825,464.00	825,464.00	236,859.47	825,464.00	0.00	0.0%
3) Other State Revenue		8300-8599	13,919.00	13,919.00	14,358.30	40,919.00	27,000.00	194.0%
4) Other Local Revenue		8600-8799	89,511.00	89,511.00	4,036.80	89,511.00	0.00	0.0%
5) TOTAL, REVENUES			928,894.00	928,894.00	255,254.57	955,894.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	301,359.00	301,359.00	117,502.20	301,359.00	0.00	0.0%
3) Employee Benefits		3000-3999	157,665.00	157,665.00	47,360.65	157,665.00	0.00	0.0%
4) Books and Supplies		4000-4999	6,720.00	6,720.00	10,869.58	14,428.34	(7,708.34)	-114.7%
5) Services and Other Operating Expenditures		5000-5999	540,006.00	540,006.00	112,577.79	541,481.00	(1,475.00)	-0.3%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,005,750.00	1,005,750.00	288,310.22	1,014,933.34		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(76,856.00)	(76,856.00)	(33,055.65)	(59,039.34)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	76,856.00	76,856.00	0.00	76,856.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			76,856.00	76,856.00	0.00	76,856.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	(33,055.65)	17,816.66		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited			9791	71,074.42	71,074.42	71,074.42	0.00	0.0%
b) Audit Adjustments			9793	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)				71,074.42	71,074.42	71,074.42		
d) Other Restatements			9795	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)				71,074.42	71,074.42	71,074.42		
2) Ending Balance, June 30 (E + F1e)				71,074.42	71,074.42	88,891.08		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash			9711	0.00	0.00	0.00		
Stores			9712	0.00	0.00	0.00		
Prepaid Items			9713	0.00	0.00	0.00		
All Others			9719	0.00	0.00	0.00		
b) Restricted			9740	71,074.42	71,074.42	88,891.08		
c) Committed								
Stabilization Arrangements			9750	0.00	0.00	0.00		
Other Commitments			9760	0.00	0.00	0.00		
d) Assigned								
Other Assignments			9780	0.00	0.00	0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties			9789	0.00	0.00	0.00		
Unassigned/Unappropriated Amount			9790	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
Child Nutrition Programs		8220	785,464.00	785,464.00	236,859.47	785,464.00	0.00	0.0%
Donated Food Commodities		8221	40,000.00	40,000.00	0.00	40,000.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			825,464.00	825,464.00	236,859.47	825,464.00	0.00	0.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	13,919.00	13,919.00	14,358.30	40,919.00	27,000.00	194.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			13,919.00	13,919.00	14,358.30	40,919.00	27,000.00	194.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	89,511.00	89,511.00	(59.55)	89,511.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	2.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	4,094.35	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			89,511.00	89,511.00	4,036.80	89,511.00	0.00	0.0%
TOTAL, REVENUES			928,894.00	928,894.00	255,254.57	955,894.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	294,598.00	294,598.00	104,888.76	294,598.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	10,859.47	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	6,761.00	6,761.00	1,753.97	6,761.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			301,359.00	301,359.00	117,502.20	301,359.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	1,837.42	0.00	0.00	0.0%
PERS		3201-3202	69,054.00	69,054.00	21,612.22	69,054.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	23,083.00	23,083.00	7,890.48	23,083.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	54,747.00	54,747.00	12,615.80	54,747.00	0.00	0.0%
Unemployment Insurance		3501-3502	3,725.00	3,725.00	651.15	3,725.00	0.00	0.0%
Workers' Compensation		3601-3602	4,316.00	4,316.00	1,679.20	4,316.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	2,740.00	2,740.00	984.38	2,740.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	90.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			157,665.00	157,665.00	47,360.65	157,665.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	4,500.00	4,500.00	999.82	4,500.00	0.00	0.0%
Noncapitalized Equipment		4400	2,220.00	2,220.00	9,869.76	9,928.34	(7,708.34)	-347.2%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			6,720.00	6,720.00	10,869.58	14,428.34	(7,708.34)	-114.7%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	225.00	225.00	2,205.35	225.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	2,400.00	2,400.00	501.89	2,400.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	5,000.00	5,000.00	0.00	5,000.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(10,125.00)	(10,125.00)	0.00	(10,125.00)	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	542,506.00	542,506.00	109,870.55	543,981.00	(1,475.00)	-0.3%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			540,006.00	540,006.00	112,577.79	541,481.00	(1,475.00)	-0.3%
CAPITAL OUTLAY								
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			1,005,750.00	1,005,750.00	288,310.22	1,014,933.34		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8916	76,856.00	76,856.00	0.00	76,856.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			76,856.00	76,856.00	0.00	76,856.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			76,856.00	76,856.00	0.00	76,856.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	400.00	400.00	111.00	400.00	0.00	0.0%
5) TOTAL, REVENUES			400.00	400.00	111.00	400.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			400.00	400.00	111.00	400.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			400.00	400.00	111.00	400.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited			9791	40,564.64	40,564.64	40,564.64	0.00	0.0%
b) Audit Adjustments			9793	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)				40,564.64	40,564.64	40,564.64		
d) Other Restatements			9795	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)				40,564.64	40,564.64	40,564.64		
2) Ending Balance, June 30 (E + F1e)				40,964.64	40,964.64	40,964.64		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash			9711	0.00	0.00	0.00		
Stores			9712	0.00	0.00	0.00		
Prepaid Items			9713	0.00	0.00	0.00		
All Others			9719	0.00	0.00	0.00		
b) Restricted			9740	0.00	0.00	0.00		
c) Committed								
Stabilization Arrangements			9750	0.00	0.00	0.00		
Other Commitments			9760	0.00	0.00	0.00		
d) Assigned								
Other Assignments			9780	40,964.64	40,964.64	40,964.64		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties			9789	0.00	0.00	0.00		
Unassigned/Unappropriated Amount			9790	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	400.00	400.00	111.00	400.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			400.00	400.00	111.00	400.00	0.00	0.0%
TOTAL, REVENUES			400.00	400.00	111.00	400.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund/CSSF		8912	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: General Fund/CSSF		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	34,665.00	34,665.00	11,123.05	34,665.00	0.00	0.0%
5) TOTAL, REVENUES			34,665.00	34,665.00	11,123.05	34,665.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	101,742.23	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	51,448.74	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	153,190.97	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			34,665.00	34,665.00	(142,067.92)	34,665.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			34,665.00	34,665.00	(142,067.92)	34,665.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	20,091,679.20	20,091,679.20		20,091,679.20	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			20,091,679.20	20,091,679.20		20,091,679.20		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			20,091,679.20	20,091,679.20		20,091,679.20		
2) Ending Balance, June 30 (E + F1e)			20,126,344.20	20,126,344.20		20,126,344.20		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	20,023,187.52	20,023,187.52		20,023,187.52		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	103,156.68	103,156.68		103,156.68		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies Secured Roll								
Unsecured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction								
Penalties and Interest from Delinquent Non-LCFF Taxes		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	34,356.00	34,356.00	10,923.05	34,356.00	0.00	0.0%
Interest		8660	309.00	309.00	200.00	309.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			34,665.00	34,665.00	11,123.05	34,665.00	0.00	0.0%
TOTAL, REVENUES			34,665.00	34,665.00	11,123.05	34,665.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	101,742.23	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	101,742.23	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	51,448.74	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	51,448.74	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	153,190.97	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	94,651.00	94,651.00	73,066.23	94,651.00	0.00	0.0%
5) TOTAL, REVENUES			94,651.00	94,651.00	73,066.23	94,651.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	114.00	114.00	0.00	114.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	95,066.00	95,066.00	32,101.74	95,066.00	0.00	0.0%
6) Capital Outlay		6000-6999	43,000.00	43,000.00	0.00	43,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	201,075.00	201,075.00	201,074.76	201,075.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			339,255.00	339,255.00	233,176.50	339,255.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(244,604.00)	(244,604.00)	(160,110.27)	(244,604.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	223,720.00	223,720.00	0.00	223,720.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			223,720.00	223,720.00	0.00	223,720.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(20,884.00)	(20,884.00)	(160,110.27)	(20,884.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	947,141.21	947,141.21		947,141.21	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			947,141.21	947,141.21		947,141.21		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			947,141.21	947,141.21		947,141.21		
2) Ending Balance, June 30 (E + F1e)			926,257.21	926,257.21		926,257.21		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	926,257.21	926,257.21		926,257.21		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER STATE REVENUE								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	10,000.00	10,000.00	0.00	10,000.00	0.00	0.0%
Penalties and Interest from Delinquent								
Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest								
		8660	11,651.00	11,651.00	1,872.00	11,651.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments								
		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Mitigation/Developer Fees		8681	73,000.00	73,000.00	71,194.23	73,000.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others								
		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			94,651.00	94,651.00	73,066.23	94,651.00	0.00	0.0%
TOTAL, REVENUES			94,651.00	94,651.00	73,066.23	94,651.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	114.00	114.00	0.00	114.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			114.00	114.00	0.00	114.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	61,796.00	61,796.00	20,139.24	61,796.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	33,270.00	33,270.00	11,962.50	33,270.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			95,066.00	95,066.00	32,101.74	95,066.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	40,000.00	40,000.00	0.00	40,000.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	3,000.00	3,000.00	0.00	3,000.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			43,000.00	43,000.00	0.00	43,000.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	47,420.00	47,420.00	38,927.69	47,420.00	0.00	0.0%
Other Debt Service - Principal		7439	153,655.00	153,655.00	162,147.07	153,655.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			201,075.00	201,075.00	201,074.76	201,075.00	0.00	0.0%
TOTAL EXPENDITURES			339,255.00	339,255.00	233,176.50	339,255.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	223,720.00	223,720.00	0.00	223,720.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			223,720.00	223,720.00	0.00	223,720.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Certificates of Participation		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8979	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			223,720.00	223,720.00	0.00	223,720.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	30.00	30.00	9.00	30.00	0.00	0.0%
5) TOTAL, REVENUES			30.00	30.00	9.00	30.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			30.00	30.00	9.00	30.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			30.00	30.00	9.00	30.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	3,388.00	3,388.00		3,388.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,388.00	3,388.00		3,388.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,388.00	3,388.00		3,388.00		
2) Ending Balance, June 30 (E + F1e)			3,418.00	3,418.00		3,418.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	3,418.00	3,418.00		3,418.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
School Facilities Apportionments		8545	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	30.00	30.00	9.00	30.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			30.00	30.00	9.00	30.00	0.00	0.0%
TOTAL, REVENUES			30.00	30.00	9.00	30.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
To: State School Building Fund/ County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	6,450.00	6,450.00	269.00	6,450.00	0.00	0.0%
5) TOTAL, REVENUES			6,450.00	6,450.00	269.00	6,450.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	1,999.75	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	6,100.00	6,100.00	19,845.39	6,100.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			6,100.00	6,100.00	21,845.14	6,100.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			350.00	350.00	(21,576.14)	350.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			350.00	350.00	(21,576.14)	350.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	110,040.94	110,040.94		110,040.94	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			110,040.94	110,040.94		110,040.94		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			110,040.94	110,040.94		110,040.94		
2) Ending Balance, June 30 (E + F1e)			110,390.94	110,390.94		110,390.94		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	107,472.73	107,472.73		107,472.73		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	2,918.21	2,918.21		2,918.21		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent								
Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	6,450.00	6,450.00	269.00	6,450.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			6,450.00	6,450.00	269.00	6,450.00	0.00	0.0%
TOTAL, REVENUES			6,450.00	6,450.00	269.00	6,450.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	835.15	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	1,164.60	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	1,999.75	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	767.36	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	6,100.00	6,100.00	18,846.06	6,100.00	0.00	0.0%
Communications		5900	0.00	0.00	231.97	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			6,100.00	6,100.00	19,845.39	6,100.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Repayment of State School Building Fund Aid - Proceeds from Bonds								
		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest								
		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal								
		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			6,100.00	6,100.00	21,845.14	6,100.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00	0.00	0.0%

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	1,856.11	1,856.11	1,856.11	1,856.11	0.00	0%
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
4. Total, District Regular ADA (Sum of Lines A1 through A3)	1,856.11	1,856.11	1,856.11	1,856.11	0.00	0%
5. District Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	6.65	6.65	6.65	6.65	0.00	0%
c. Special Education-NPS/LCI	0.86	0.86	0.86	0.86	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0%
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	7.51	7.51	7.51	7.51	0.00	0%
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	1,863.62	1,863.62	1,863.62	1,863.62	0.00	0%
7. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0%
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the interim certification.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's ADA Standard Percentage Range: -2.0% to +2.0%

1A. Calculating the District's ADA Variances

DATA ENTRY: Budget Adoption data that exist for the current year will be extracted; otherwise, enter data into the first column for all fiscal years. First Interim Projected Year Totals data that exist for the current year will be extracted; otherwise, enter data for all fiscal years. Enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for all fiscal years.

Estimated Funded ADA

Fiscal Year	Budget Adoption Budget (Form 01CS, Item 1A)	First Interim Projected Year Totals (Form AI, Lines A4 and C4)	Percent Change	Status
Current Year (2021-22)	District Regular	1,856.11		
	Charter School		0.00	
	Total ADA	1,856.11	1,856.11	0.0%
1st Subsequent Year (2022-23)	District Regular	1,776.93		
	Charter School			
	Total ADA	1,776.93	1,635.99	-7.9%
2nd Subsequent Year (2023-24)	District Regular	1,776.93		
	Charter School			
	Total ADA	1,776.93	1,635.99	-7.9%

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - The projected change since budget adoption for funded ADA exceeds two percent in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard, a description of the methods and assumptions used in projecting funded ADA, and what changes will be made to improve the accuracy of projections in this area.

Explanation:
(required if NOT met)

The district is experiencing a decline in enrollment

2. CRITERION: Enrollment

STANDARD: Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's Enrollment Standard Percentage Range: -2.0% to +2.0%

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Enter data in the second column for all fiscal years. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment		Percent Change	Status
	Budget Adoption (Form 01CS, Item 3B)	First Interim CBEDS/Projected		
Current Year (2021-22)				
District Regular	1,874	1,879		
Charter School				
Total Enrollment	1,874	1,879	0.3%	Met
1st Subsequent Year (2022-23)				
District Regular	1,874	1,805		
Charter School				
Total Enrollment	1,874	1,805	-3.7%	Not Met
2nd Subsequent Year (2023-24)				
District Regular	1,874	1,805		
Charter School				
Total Enrollment	1,874	1,805	-3.7%	Not Met

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Enrollment projections have changed since budget adoption by more than two percent in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard, a description of the methods and assumptions used in projecting enrollment, and what changes will be made to improve the accuracy of projections in this area.

Explanation:
(required if NOT met)

The district is experiencing a decline in enrollment

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the current fiscal year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. Budget Adoption data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Form 01CS, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2018-19)			
District Regular	1,850		
Charter School			
Total ADA/Enrollment	1,850	0	0.0%
Second Prior Year (2019-20)			
District Regular	1,856		
Charter School			
Total ADA/Enrollment	1,856	0	0.0%
First Prior Year (2020-21)			
District Regular	1,864		
Charter School	0		
Total ADA/Enrollment	1,864	0	0.0%
Historical Average Ratio:			0.0%
District's ADA to Enrollment Standard (historical average ratio plus 0.5%):			0.5%

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Estimated P-2 ADA will be extracted into the first column for the Current Year; enter data in the first column for the subsequent fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years. All other data are extracted.

Fiscal Year	Estimated P-2 ADA (Form AI, Lines A4 and C4)	Enrollment CBEDS/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Current Year (2021-22)				
District Regular	1,856	1,879		
Charter School	0			
Total ADA/Enrollment	1,856	1,879	98.8%	Not Met
1st Subsequent Year (2022-23)				
District Regular	1,626	1,805		
Charter School				
Total ADA/Enrollment	1,626	1,805	90.1%	Not Met
2nd Subsequent Year (2023-24)				
District Regular	1,626	1,805		
Charter School				
Total ADA/Enrollment	1,626	1,805	90.1%	Not Met

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected P-2 ADA to enrollment ratio exceeds the standard in any of the current year or two subsequent fiscal years. Provide reasons why the projected ratio exceeds the district's historical average ratio by more than 0.5%.

Explanation:
(required if NOT met)

The district is funded on what is higher between 2019-20 to 2021-22 and is experiencing a declining enrollment as well as a declining in ADA due to COVID for 2021-22.

4. CRITERION: LCFF Revenue

STANDARD: Projected LCFF revenue for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's LCFF Revenue Standard Percentage Range: -2.0% to +2.0%

4A. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. In the First Interim column, Current Year data are extracted; enter data for the two subsequent years.

Fiscal Year	LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)		Percent Change	Status
	Budget Adoption	First Interim		
	(Form 01CS, Item 4B)	Projected Year Totals		
Current Year (2021-22)	22,454,374.00	22,398,742.52	-0.2%	Met
1st Subsequent Year (2022-23)	21,951,300.00	18,181,430.00	-17.2%	Not Met
2nd Subsequent Year (2023-24)	22,541,128.00	18,458,257.00	-18.1%	Not Met

4B. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. **STANDARD NOT MET** - Projected LCFF revenue has changed since budget adoption by more than two percent in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting LCFF revenue.

Explanation:
(required if NOT met)

The district is in declining enrollment and ADA is low for 2021-22 due to COVID. At 2nd interim the district will have a more concise idea of ADA.

5. CRITERION: Salaries and Benefits

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the current fiscal year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: Unaudited Actuals data that exist for the First Prior Year will be extracted; otherwise, enter data for the First Prior Year. Unaudited Actuals data for the second and third prior years are preloaded.

Fiscal Year	Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2018-19)	13,229,046.59	16,699,834.35	79.2%
Second Prior Year (2019-20)	13,864,915.93	16,956,052.14	81.8%
First Prior Year (2020-21)	13,017,901.28	15,664,447.30	83.1%
Historical Average Ratio:			81.4%

	Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
District's Reserve Standard Percentage (Criterion 10B, Line 4)	3.0%	3.0%	3.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	78.4% to 84.4%	78.4% to 84.4%	78.4% to 84.4%

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYPI exists, Projected Year Totals data for the two subsequent years will be extracted; if not, enter Projected Year Totals data. Projected Year Totals data for Current Year are extracted.

Fiscal Year	Projected Year Totals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 011, Objects 1000-3999) (Form MYPI, Lines B1-B3)	Total Expenditures (Form 011, Objects 1000-7499) (Form MYPI, Lines B1-B8, B10)		
Current Year (2021-22)	12,759,380.72	16,131,692.72	79.1%	Met
1st Subsequent Year (2022-23)	13,081,417.33	15,402,817.33	84.9%	Not Met
2nd Subsequent Year (2023-24)	13,828,457.33	16,149,857.33	85.6%	Not Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected ratio of unrestricted salary and benefit costs to total unrestricted expenditures has changed by more than the standard in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting salaries and benefits.

Explanation:
(required if NOT met)

The district is budgeting for the rise in STRS and PERS district contributions.

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state and other local) or expenditures (including books and supplies, and services and other operating), for any of the current fiscal year or two subsequent fiscal years, have not changed by more than five percent since budget adoption.

Changes that exceed five percent in any major object category must be explained.

District's Other Revenues and Expenditures Standard Percentage Range:	-5.0% to +5.0%
District's Other Revenues and Expenditures Explanation Percentage Range:	-5.0% to +5.0%

6A. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. First Interim data for the Current Year are extracted. If First Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Budget Adoption Budget (Form 01CS, Item 6B)	First Interim Projected Year Totals (Fund 01) (Form MYPI)	Percent Change	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)				
Current Year (2021-22)	2,441,720.00	5,775,139.00	136.5%	Yes
1st Subsequent Year (2022-23)	877,640.00	877,640.00	0.0%	No
2nd Subsequent Year (2023-24)	877,640.00	877,640.00	0.0%	No

Explanation:
(required if Yes)

Subsequent year 2022-23 and 2023-24 we will not have one time funding as the district has received for 2021-22.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)				
Current Year (2021-22)	3,108,034.00	4,406,896.66	41.8%	Yes
1st Subsequent Year (2022-23)	2,076,963.00	2,076,963.00	0.0%	No
2nd Subsequent Year (2023-24)	2,076,963.00	2,076,963.00	0.0%	No

Explanation:
(required if Yes)

The district has received one time state funding for 2021-22.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)				
Current Year (2021-22)	2,888,266.00	3,022,982.96	4.7%	No
1st Subsequent Year (2022-23)	1,638,266.00	1,638,266.00	0.0%	No
2nd Subsequent Year (2023-24)	1,638,266.00	1,638,266.00	0.0%	No

Explanation:
(required if Yes)

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)				
Current Year (2021-22)	2,028,555.00	1,426,730.14	-29.7%	Yes
1st Subsequent Year (2022-23)	1,069,446.00	1,069,446.00	0.0%	No
2nd Subsequent Year (2023-24)	1,137,858.00	1,069,446.00	-6.0%	Yes

Explanation:
(required if Yes)

The district has one time funding to spend in 2021-22 and in 2023-24 will need to cover on going cost when one time funding is spent

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)				
Current Year (2021-22)	4,451,319.00	4,601,806.05	3.4%	No
1st Subsequent Year (2022-23)	3,598,152.00	3,002,643.00	-16.6%	Yes
2nd Subsequent Year (2023-24)	3,631,652.00	3,002,643.00	-17.3%	Yes

Explanation:
(required if Yes)

The district is adjusting expenditures due to decrease in declining enrollment

6B. Calculating the District's Change in Total Operating Revenues and Expenditures

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Budget Adoption Budget	First Interim Projected Year Totals	Percent Change	Status
Total Federal, Other State, and Other Local Revenue (Section 6A)				
Current Year (2021-22)	8,438,020.00	13,205,018.62	56.5%	Not Met
1st Subsequent Year (2022-23)	4,592,869.00	4,592,869.00	0.0%	Met
2nd Subsequent Year (2023-24)	4,592,869.00	4,592,869.00	0.0%	Met
Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)				
Current Year (2021-22)	6,479,874.00	6,028,536.19	-7.0%	Not Met
1st Subsequent Year (2022-23)	4,667,598.00	4,072,089.00	-12.8%	Not Met
2nd Subsequent Year (2023-24)	4,769,510.00	4,072,089.00	-14.6%	Not Met

6C. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6A if the status in Section 6B is Not Met; no entry is allowed below.

- 1a. STANDARD NOT MET - One or more projected operating revenue have changed since budget adoption by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:

Federal Revenue
(linked from 6A
if NOT met)

Subsequent year 2022-23 and 2023-24 we will not have one time funding as the district has received for 2021-22.

Explanation:

Other State Revenue
(linked from 6A
if NOT met)

The district has received one time state funding for 2021-22.

Explanation:

Other Local Revenue
(linked from 6A
if NOT met)

- 1b. STANDARD NOT MET - One or more total operating expenditures have changed since budget adoption by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:

Books and Supplies
(linked from 6A
if NOT met)

The district has one time funding to spend in 2021-22 and in 2023-24 will need to cover on going cost when one time funding is spent

Explanation:

Services and Other Exps
(linked from 6A
if NOT met)

The district is adjusting expenditures due to decrease in declining enrollment

7. CRITERION: Facilities Maintenance

STANDARD: Identify changes that have occurred since budget adoption in the projected contributions for facilities maintenance funding as required pursuant to Education Code Section 17070.75, or in how the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year. Per SB 98 and SB 820 of 2020, resources 3210, 3215, 3220, 5316, 7027, 7420, and 7690 are excluded from the total general fund expenditures calculation.

DATA ENTRY: Enter the Required Minimum Contribution if Budget data does not exist. Budget data that exist will be extracted; otherwise, enter budget data into lines 1, if applicable, and 2. All other data are extracted.

	Required Minimum Contribution	First Interim Contribution Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999)	Status
1. OMMA/RMA Contribution	751,930.00	751,930.00	Met
2. Budget Adoption Contribution (information only) (Form 01CS, Criterion 7)		751,930.00	

If status is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
- Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
- Other (explanation must be provided)

Explanation:
(required if NOT met
and Other is marked)

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves¹ as a percentage of total expenditures and other financing uses² in any of the current fiscal year or two subsequent fiscal years.

¹Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

²A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
District's Available Reserve Percentages (Criterion 10C, Line 9)	28.7%	26.5%	21.9%
District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):	9.6%	8.8%	7.3%

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the first and second columns.

Fiscal Year	Projected Year Totals			Status
	Net Change in Unrestricted Fund Balance (Form 011, Section E) (Form MYPI, Line C)	Total Unrestricted Expenditures and Other Financing Uses (Form 011, Objects 1000-7999) (Form MYPI, Line B11)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	
Current Year (2021-22)	1,309,074.96	16,432,268.72	N/A	Met
1st Subsequent Year (2022-23)	(495,574.33)	15,703,393.33	3.2%	Met
2nd Subsequent Year (2023-24)	(965,787.33)	16,450,433.33	5.9%	Met

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in any of the current year or two subsequent fiscal years.

Explanation:
(required if NOT met)

The district has declining enrollment and will look at subsequent years at 2nd interim

9. CRITERION: Fund and Cash Balances

A. FUND BALANCE STANDARD: Projected general fund balance will be positive at the end of the current fiscal year and two subsequent fiscal years.

9A-1. Determining if the District's General Fund Ending Balance is Positive

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years.

Fiscal Year	Ending Fund Balance General Fund Projected Year Totals (Form 01I, Line F2) (Form MYPI, Line D2)	Status
Current Year (2021-22)	14,746,106.68	Met
1st Subsequent Year (2022-23)	12,895,281.77	Met
2nd Subsequent Year (2023-24)	10,460,148.86	Met

9A-2. Comparison of the District's Ending Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund ending balance is positive for the current fiscal year and two subsequent fiscal years.

Explanation:
(required if NOT met)

B. CASH BALANCE STANDARD: Projected general fund cash balance will be positive at the end of the current fiscal year.

9B-1. Determining if the District's Ending Cash Balance is Positive

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Fiscal Year	Ending Cash Balance General Fund (Form CASH, Line F, June Column)	Status
Current Year (2021-22)	8,589,529.00	Met

9B-2. Comparison of the District's Ending Cash Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves¹ for any of the current fiscal year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA		
5% or \$71,000 (greater of)	0	to	300
4% or \$71,000 (greater of)	301	to	1,000
3%	1,001	to	30,000
2%	30,001	to	400,000
1%	400,001	and	over

¹ Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

² Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment, as referenced in Education Code Section 42238.02, rounded to the nearest thousand.

³ A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
District Estimated P-2 ADA (Current Year, Form AI, Lines A4 and C4. Subsequent Years, Form MYPI, Line F2, if available.)	1,856	1,430	1,430
District's Reserve Standard Percentage Level:	3%	3%	3%

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYPI exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Current Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYPI, Lines F1a, F1b1, and F1b2):

- Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
- If you are the SELPA AU and are excluding special education pass-through funds:
 - Enter the name(s) of the SELPA(s): _____

	Current Year Projected Year Totals (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)	0.00		

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYPI exists, all data will be extracted or calculated. If not, enter data for line 1 for the two subsequent years; Current Year data are extracted.

	Current Year Projected Year Totals (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Expenditures and Other Financing Uses (Form 011, objects 1000-7999) (Form MYPI, Line B11)	27,455,414.65	24,625,123.91	25,486,258.91
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)			
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	27,455,414.65	24,625,123.91	25,486,258.91
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	823,662.44	738,753.72	764,587.77
6. Reserve Standard - by Amount (\$71,000 for districts with less than 1,001 ADA, else 0)	0.00	0.00	0.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	823,662.44	738,753.72	764,587.77

10C. Calculating the District's Available Reserve Amount

DATA ENTRY: All data are extracted from fund data and Form MYPI. If Form MYPI does not exist, enter data for the two subsequent years.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4)	Current Year Projected Year Totals (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00		
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	0.00		
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	8,006,359.07	7,510,784.74	6,544,997.41
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d)	(141,558.87)	(983,948.97)	(962,974.55)
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00		
8. District's Available Reserve Amount (Lines C1 thru C7)	7,864,800.20	6,526,835.77	5,582,022.86
9. District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	28.65%	26.50%	21.90%
District's Reserve Standard (Section 10B, Line 7):	823,662.44	738,753.72	764,587.77
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

The district will meet the 3% reserve amount by 2nd interim

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that have occurred since budget adoption that may impact the budget?

1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent?

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Temporary Interfund Borrowings

1a. Does your district have projected temporary borrowings between funds?
(Refer to Education Code Section 42603)

1b. If Yes, identify the interfund borrowings:

S4. Contingent Revenues

1a. Does your district have projected revenues for the current fiscal year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if contributions have changed by more than \$20,000 and more than five percent since budget adoption.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if transfers have changed by more than \$20,000 and more than five percent since budget adoption.

Identify capital project cost overruns that have occurred since budget adoption that may impact the general fund budget.

District's Contributions and Transfers Standard: -5.0% to +5.0%
or -\$20,000 to +\$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. For Contributions, the First Interim's Current Year data will be extracted. Enter First Interim Contributions for the 1st and 2nd Subsequent Years. For Transfers In and Transfers Out, the First Interim's Current Year data will be extracted. If Form MYPI exists, the data will be extracted into the First Interim column for the 1st and 2nd Subsequent Years. If Form MYPI does not exist, enter data for 1st and 2nd Subsequent Years. Click on the appropriate button for Item 1d; all other data will be calculated.

Description / Fiscal Year	Budget Adoption (Form 01CS, Item S5A)	First Interim Projected Year Totals	Percent Change	Amount of Change	Status
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)					
Current Year (2021-22)	(3,684,038.00)	(3,911,572.57)	6.2%	227,534.57	Not Met
1st Subsequent Year (2022-23)	(3,785,363.00)	(3,785,363.00)	0.0%	0.00	Met
2nd Subsequent Year (2023-24)	(3,840,239.00)	(3,840,239.00)	0.0%	0.00	Met
1b. Transfers In, General Fund *					
Current Year (2021-22)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2022-23)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2023-24)	0.00	0.00	0.0%	0.00	Met
1c. Transfers Out, General Fund *					
Current Year (2021-22)	300,576.00	300,576.00	0.0%	0.00	Met
1st Subsequent Year (2022-23)	300,576.00	300,576.00	0.0%	0.00	Met
2nd Subsequent Year (2023-24)	300,576.00	300,576.00	0.0%	0.00	Met

1d. Capital Project Cost Overruns

Have capital project cost overruns occurred since budget adoption that may impact the general fund operational budget?

No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for Item 1d.

1a. NOT MET - The projected contributions from the unrestricted general fund to restricted general fund programs have changed since budget adoption by more than the standard for any of the current year or subsequent two fiscal years. Identify restricted programs and contribution amount for each program and whether contributions are ongoing or one-time in nature. Explain the district's plan, with timeframes, for reducing or eliminating the contribution.

Explanation:
(required if NOT met)

Special education costs have increased

1b. MET - Projected transfers in have not changed since budget adoption by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

1c. MET - Projected transfers out have not changed since budget adoption by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

1d. NO - There have been no capital project cost overruns occurring since budget adoption that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments¹ and their annual required payment for the current fiscal year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also, explain how any decrease to funding sources used to pay long-term commitments will be replaced.

¹ Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: If Budget Adoption data exist (Form 01CS, Item S6A), long-term commitment data will be extracted and it will only be necessary to click the appropriate button for Item 1b. Extracted data may be overwritten to update long-term commitment data in Item 2, as applicable. If no Budget Adoption data exist, click the appropriate buttons for items 1a and 1b, and enter all other data, as applicable.

1. a. Does your district have long-term (multiyear) commitments?
(If No, skip items 1b and 2 and sections S6B and S6C)

b. If Yes to Item 1a, have new long-term (multiyear) commitments been incurred since budget adoption?

2. If Yes to Item 1a, list (or update) all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in Item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2021
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Leases	2	Developer Fees	7438/7439	452,944
Certificates of Participation				
General Obligation Bonds	26	FD 51	7438/7439	34,484,235
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (do not include OPEB):

Type of Commitment	# of Years Remaining	Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2021
TOTAL:				34,937,179

Type of Commitment (continued)	Prior Year (2020-21) Annual Payment (P & I)	Current Year (2021-22) Annual Payment (P & I)	1st Subsequent Year (2022-23) Annual Payment (P & I)	2nd Subsequent Year (2023-24) Annual Payment (P & I)
Leases				
Certificates of Participation				
General Obligation Bonds				
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

Type of Commitment	Prior Year (2020-21) Annual Payment (P & I)	Current Year (2021-22) Annual Payment (P & I)	1st Subsequent Year (2022-23) Annual Payment (P & I)	2nd Subsequent Year (2023-24) Annual Payment (P & I)
Total Annual Payments:	0	0	0	0
Has total annual payment increased over prior year (2020-21)?		No	No	No

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

- 1a. No - Annual payments for long-term commitments have not increased in one or more of the current and two subsequent fiscal years.

Explanation:
(Required if Yes
to increase in total
annual payments)

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in Item 1; if Yes, an explanation is required in Item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment.

Explanation:
(Required if Yes)

S7. Unfunded Liabilities

Identify any changes in estimates for unfunded liabilities since budget adoption, and indicate whether the changes are the result of a new actuarial valuation.

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions (OPEB)

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7A) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4.

1. a. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4)

Yes

b. If Yes to Item 1a, have there been changes since budget adoption in OPEB liabilities?

No

c. If Yes to Item 1a, have there been changes since budget adoption in OPEB contributions?

No

2. OPEB Liabilities

	Budget Adoption (Form 01CS, Item S7A)	First Interim
a. Total OPEB liability	6,511,370.00	6,511,370.00
b. OPEB plan(s) fiduciary net position (if applicable)	799,368.00	799,368.00
c. Total/Net OPEB liability (Line 2a minus Line 2b)	5,712,002.00	5,712,002.00
d. Is total OPEB liability based on the district's estimate or an actuarial valuation?	Actuarial	Actuarial
e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation.	Jun 30, 2020	Jun 30, 2020

3. OPEB Contributions

	Budget Adoption (Form 01CS, Item S7A)	First Interim
a. OPEB actuarially determined contribution (ADC) if available, per actuarial valuation or Alternative Measurement Method		
Current Year (2021-22)	763,248.00	763,248.00
1st Subsequent Year (2022-23)	791,557.00	791,557.00
2nd Subsequent Year (2023-24)	820,888.00	820,888.00
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (Funds 01-70, objects 3701-3752)		
Current Year (2021-22)	185,655.00	197,158.55
1st Subsequent Year (2022-23)	185,655.00	185,655.00
2nd Subsequent Year (2023-24)	185,655.00	185,655.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)		
Current Year (2021-22)	102,312.00	102,312.00
1st Subsequent Year (2022-23)	117,075.00	117,075.00
2nd Subsequent Year (2023-24)	138,185.00	138,185.00
d. Number of retirees receiving OPEB benefits		
Current Year (2021-22)	59	59
1st Subsequent Year (2022-23)	59	59
2nd Subsequent Year (2023-24)	59	59

4. Comments:

S7B. Identification of the District's Unfunded Liability for Self-insurance Programs

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7B) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4.

- 1. a. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB; which is covered in Section S7A) (If No, skip items 1b-4)

No

- b. If Yes to item 1a, have there been changes since budget adoption in self-insurance liabilities?

n/a

- c. If Yes to item 1a, have there been changes since budget adoption in self-insurance contributions?

n/a

	Budget Adoption (Form 01CS, Item S7B)	First Interim
2. Self-Insurance Liabilities		
a. Accrued liability for self-insurance programs		
b. Unfunded liability for self-insurance programs		

	Budget Adoption (Form 01CS, Item S7B)	First Interim
3. Self-Insurance Contributions		
a. Required contribution (funding) for self-insurance programs		
Current Year (2021-22)		
1st Subsequent Year (2022-23)		
2nd Subsequent Year (2023-24)		
b. Amount contributed (funded) for self-insurance programs		
Current Year (2021-22)		
1st Subsequent Year (2022-23)		
2nd Subsequent Year (2023-24)		

4. Comments:

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements that have been ratified since budget adoption, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Certificated Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Certificated Labor Agreements as of the Previous Reporting Period

Were all certificated labor negotiations settled as of budget adoption?

No

If Yes, complete number of FTEs, then skip to section S8B.

If No, continue with section S8A.

Certificated (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2020-21)	Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Number of certificated (non-management) full-time-equivalent (FTE) positions	123.3	128.1	128.1	128.1

1a. Have any salary and benefit negotiations been settled since budget adoption?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

Yes

If Yes, complete questions 6 and 7.

Negotiations Settled Since Budget Adoption

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

n/a

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Current Year
(2021-22)

1st Subsequent Year
(2022-23)

2nd Subsequent Year
(2023-24)

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

--	--	--

One Year Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year
or

--	--	--

Multiyear Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year
(may enter text, such as "Reopener")

--	--	--

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

88,000

Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
---------------------------	----------------------------------	----------------------------------

7. Amount included for any tentative salary schedule increases

--	--	--

Certificated (Non-management) Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the interim and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
No	No	No
Capped at \$8448 per FTE	Capped at \$8448 per FTE	Capped at \$8448 per FTE
Capped at \$8448 per FTE	Capped at \$8448 per FTE	Capped at \$8448 per FTE
0.0%	0.0%	0.0%

Certificated (Non-management) Prior Year Settlements Negotiated Since Budget Adoption

Are any new costs negotiated since budget adoption for prior year settlements included in the interim?

No		
----	--	--

If Yes, amount of new costs included in the interim and MYPs
If Yes, explain the nature of the new costs:

Certificated (Non-management) Step and Column Adjustments

- Are step & column adjustments included in the interim and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Yes	Yes	Yes
0	0	0
3.0%	1.0%	1.0%

Certificated (Non-management) Attrition (layoffs and retirements)

- Are savings from attrition included in the interim and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
No	No	No
No	No	No

Certificated (Non-management) - Other

List other significant contract changes that have occurred since budget adoption and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Classified Labor Agreements as of the Previous Reporting Period

Were all classified labor negotiations settled as of budget adoption?
 If Yes, complete number of FTEs, then skip to section S8C.
 If No, continue with section S8B.

Classified (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2020-21)	Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Number of classified (non-management) FTE positions	99.2	78.6	78.6	78.6

1a. Have any salary and benefit negotiations been settled since budget adoption?

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.
 If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.
 If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

If Yes, complete questions 6 and 7.

Negotiations Settled Since Budget Adoption

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?
 If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?
 If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement:

	Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?	Yes	Yes	Yes

One Year Agreement

Total cost of salary settlement	<input type="text"/>	<input type="text"/>	<input type="text"/>
% change in salary schedule from prior year or	<input type="text"/>	<input type="text"/>	<input type="text"/>

Multiyear Agreement

Total cost of salary settlement	<input type="text"/>	<input type="text"/>	<input type="text"/>
% change in salary schedule from prior year (may enter text, such as "Reopener")	<input type="text"/>	<input type="text"/>	<input type="text"/>

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

	Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
7. Amount included for any tentative salary schedule increases	0	0	0

Classified (Non-management) Health and Welfare (H&W) Benefits

1. Are costs of H&W benefit changes included in the interim and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
No	No	No
Capped at \$8448 per FTE	Capped at \$8448 per FTE	Capped at \$8448 per FTE
Capped at \$8448 per FTE	Capped at \$8448 per FTE	Capped at \$8448 per FTE
0.0%	0.0%	0.0%

Classified (Non-management) Prior Year Settlements Negotiated Since Budget Adoption

Are any new costs negotiated since budget adoption for prior year settlements included in the interim?

If Yes, amount of new costs included in the interim and MYPs
If Yes, explain the nature of the new costs:

Yes		
420,000		

Settled for 2019-20 and 2020-21

Classified (Non-management) Step and Column Adjustments

1. Are step & column adjustments included in the interim and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Yes	Yes	Yes
15,000	15,000	15,000
100.0%	100.0%	100.0%

Classified (Non-management) Attrition (layoffs and retirements)

1. Are savings from attrition included in the interim and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
No	No	No
No	No	No

Classified (Non-management) - Other

List other significant contract changes that have occurred since budget adoption and the cost impact of each (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period

Were all managerial/confidential labor negotiations settled as of budget adoption?
 If Yes or n/a, complete number of FTEs, then skip to S9.
 If No, continue with section S8C.

Management/Supervisor/Confidential Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2020-21)	Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Number of management, supervisor, and confidential FTE positions	26.5	19.2	19.2	19.2

1a. Have any salary and benefit negotiations been settled since budget adoption?
 If Yes, complete question 2.
 If No, complete questions 3 and 4.

1b. Are any salary and benefit negotiations still unsettled?
 If Yes, complete questions 3 and 4.

Negotiations Settled Since Budget Adoption

2. Salary settlement:

	Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?			
Total cost of salary settlement			
Change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

4. Amount included for any tentative salary schedule increases

	Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)

Management/Supervisor/Confidential Health and Welfare (H&W) Benefits

	Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Are costs of H&W benefit changes included in the interim and MYPs?			
2. Total cost of H&W benefits			
3. Percent of H&W cost paid by employer			
4. Percent projected change in H&W cost over prior year			

Management/Supervisor/Confidential Step and Column Adjustments

	Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Are step & column adjustments included in the interim and MYPs?			
2. Cost of step & column adjustments			
3. Percent change in step and column over prior year			

Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)

	Current Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Are costs of other benefits included in the interim and MYPs?			
2. Total cost of other benefits			
3. Percent change in cost of other benefits over prior year			

S9. Status of Other Funds

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

S9A. Identification of Other Funds with Negative Ending Fund Balances

DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?

No

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9; Item A1 is automatically completed based on data from Criterion 9.

A1. Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No)

A2. Is the system of personnel position control independent from the payroll system?

A3. Is enrollment decreasing in both the prior and current fiscal years?

A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior or current fiscal year?

A5. Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?

A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?

A7. Is the district's financial system independent of the county office system?

A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education.)

A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

Chief Business Officer is new to the district effective July 1, 2021.

End of School District First Interim Criteria and Standards Review

	Object	Beginning Balances (Ref. Only)	Actuals Through the Month of (Enter Month Name):							
			July	August	September	October	November	December	January	February
A. BEGINNING CASH			6,919,280.00	6,551,453.00	7,520,471.00	6,536,857.00	5,109,348.00	4,323,938.00	3,476,623.00	8,395,958.00
B. RECEIPTS										
LCFF/Revenue Limit Sources										
	8010-8019	Principal Apportionment	1,208,330.00	2,582,843.00	824,244.00	831,063.00	831,063.00	831,063.00	831,063.00	831,063.00
	8020-8079	Property Taxes		63,927.00			30,905.00		5,906,414.00	
	8080-8099	Miscellaneous Funds	0.00	(127,259.00)	(252,703.00)	(169,679.00)	(169,435.00)	(169,679.00)	(169,679.00)	(169,679.00)
	8100-8299	Federal Revenue	4,435.00	206,793.00	873.00	359,717.00	4,629.00		359,717.00	
	8300-8599	Other State Revenue	54,005.00	21,422.00	136,001.00	542,933.00	183,649.00	81,581.00	136,001.00	542,933.00
	8600-8799	Other Local Revenue	32,121.00	18,426.00	128,768.00	25,240.00	94,744.00	25,240.00	25,240.00	18,426.00
	8910-8929	Interfund Transfers In								
	8930-8979	All Other Financing Sources								
TOTAL RECEIPTS			1,298,891.00	2,766,152.00	837,183.00	1,589,274.00	975,555.00	768,205.00	7,088,756.00	1,222,743.00
C. DISBURSEMENTS										
	1000-1999	Certificated Salaries	97,961.00	810,704.00	849,018.00	849,643.00	819,856.00	819,856.00	819,856.00	819,856.00
	2000-2999	Classified Salaries	177,846.00	326,770.00	308,525.00	472,766.00	399,359.00	399,359.00	399,359.00	399,359.00
	3000-3999	Employee Benefits	96,589.00	472,029.00	377,401.00	421,542.00	358,056.00	358,056.00	358,056.00	358,056.00
	4000-4999	Books and Supplies	1,479.00	99,167.00	72,519.00	184,400.00	41,917.00	16,252.00	42,000.00	39,000.00
	5000-5999	Services	120,825.00	281,765.00	298,494.00	311,193.00	223,527.00	32,197.00	30,000.00	30,000.00
	6000-6599	Capital Outlay	31,400.00	0.00	0.00	32,559.00	0.00	0.00	28,000.00	0.00
	7000-7499	Other Outgo	35,555.00	4,250.00	7,650.00	7,650.00	7,650.00	7,650.00	7,650.00	7,650.00
	7600-7629	Interfund Transfers Out								
	7630-7699	All Other Financing Uses								
TOTAL DISBURSEMENTS			561,655.00	1,994,685.00	1,913,607.00	2,279,753.00	1,850,365.00	1,633,370.00	1,684,921.00	1,653,921.00
D. BALANCE SHEET ITEMS										
<u>Assets and Deferred Outflows</u>										
	9111-9199	Cash Not In Treasury	15,500.00	15,500.00	15,500.00	15,500.00	15,500.00	15,500.00	15,500.00	15,500.00
	9200-9299	Accounts Receivable	15,125.00	182,252.00	9,260.00	0.00	5,453.00	0.00	0.00	0.00
	9310	Due From Other Funds								
	9320	Stores								
	9330	Prepaid Expenditures								
	9340	Other Current Assets								
	9490	Deferred Outflows of Resources								
SUBTOTAL			0.00	30,625.00	197,752.00	24,760.00	15,500.00	20,953.00	15,500.00	15,500.00
<u>Liabilities and Deferred Inflows</u>										
	9500-9599	Accounts Payable	1,135,688.00	201.00	(68,050.00)	76,044.00	(68,447.00)	(2,350.00)	500,000.00	500,000.00
	9610	Due To Other Funds								
	9640	Current Loans								
	9650	Unearned Revenues				676,486.00				
	9690	Deferred Inflows of Resources								
SUBTOTAL			0.00	1,135,688.00	201.00	(68,050.00)	752,530.00	(68,447.00)	(2,350.00)	500,000.00
<u>Nonoperating</u>										
	9910	Suspense Clearing								
TOTAL BALANCE SHEET ITEMS			0.00	(1,105,063.00)	197,551.00	92,810.00	(737,030.00)	89,400.00	17,850.00	(484,500.00)
E. NET INCREASE/DECREASE (B - C + D)			(367,827.00)	969,018.00	(983,614.00)	(1,427,509.00)	(785,410.00)	(847,315.00)	4,919,335.00	(915,678.00)
F. ENDING CASH (A + E)			6,551,453.00	7,520,471.00	6,536,857.00	5,109,348.00	4,323,938.00	3,476,623.00	8,395,958.00	7,480,280.00
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										

	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ACTUALS THROUGH THE MONTH OF (Enter Month Name):									
A. BEGINNING CASH									
		7,480,280.00	6,021,669.00	5,065,590.00	9,505,207.00				
B. RECEIPTS									
LCFF/Revenue Limit Sources									
Principal Apportionment	8010-8019	831,063.00	831,063.00	831,063.00	831,063.00			12,094,984.00	9,504,728.77
Property Taxes	8020-8079			5,906,414.00				11,907,660.00	13,250,185.00
Miscellaneous Funds	8080-8099	(169,679.00)	(169,679.00)	(169,679.00)	(169,679.00)			(1,906,829.00)	(2,118,070.48)
Federal Revenue	8100-8299		359,717.00					1,295,881.00	5,775,139.00
Other State Revenue	8300-8599		136,001.00		542,933.00			2,377,459.00	4,406,896.66
Other Local Revenue	8600-8799	18,426.00	25,240.00	25,240.00	18,426.00			455,537.00	3,022,982.96
Interfund Transfers In	8910-8929							0.00	0.00
All Other Financing Sources	8930-8979							0.00	0.00
TOTAL RECEIPTS		679,810.00	1,182,342.00	6,593,038.00	1,222,743.00	0.00	0.00	26,224,692.00	33,841,861.91
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	819,856.00	819,856.00	819,856.00	819,856.00			9,166,174.00	8,949,088.40
Classified Salaries	2000-2999	399,359.00	399,359.00	399,359.00	399,359.00			4,480,779.00	4,268,480.51
Employee Benefits	3000-3999	358,056.00	358,056.00	358,056.00	358,056.00			4,232,009.00	6,377,432.14
Books and Supplies	4000-4999	39,000.00	39,000.00	39,000.00	39,000.00			652,734.00	1,426,730.14
Services	5000-5999	30,000.00	30,000.00	45,000.00	30,000.00			1,463,001.00	4,601,806.05
Capital Outlay	6000-6599	0.00	0.00	0.00	0.00			91,959.00	1,474,241.41
Other Outgo	7000-7499	7,650.00	7,650.00	7,650.00	7,650.00			116,305.00	57,060.00
Interfund Transfers Out	7600-7629							0.00	300,576.00
All Other Financing Uses	7630-7699							0.00	0.00
TOTAL DISBURSEMENTS		1,653,921.00	1,653,921.00	1,668,921.00	1,653,921.00	0.00	0.00	20,202,961.00	27,455,414.65
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199	15,500.00	15,500.00	15,500.00	15,500.00			186,000.00	
Accounts Receivable	9200-9299	0.00	0.00	0.00	0.00			212,090.00	
Due From Other Funds	9310							0.00	
Stores	9320							0.00	
Prepaid Expenditures	9330							0.00	
Other Current Assets	9340							0.00	
Deferred Outflows of Resources	9490							0.00	
SUBTOTAL		15,500.00	15,500.00	15,500.00	15,500.00	0.00	0.00	398,090.00	
<u>Liabilities and Deferred Inflows</u>									
Accounts Payable	9500-9599	500,000.00	500,000.00	500,000.00	500,000.00			4,073,086.00	
Due To Other Funds	9610							0.00	
Current Loans	9640							0.00	
Unearned Revenues	9650							676,486.00	
Deferred Inflows of Resources	9690							0.00	
SUBTOTAL		500,000.00	500,000.00	500,000.00	500,000.00	0.00	0.00	4,749,572.00	
<u>Nonoperating</u>									
Suspense Clearing	9910							0.00	
TOTAL BALANCE SHEET ITEMS		(484,500.00)	(484,500.00)	(484,500.00)	(484,500.00)	0.00	0.00	(4,351,482.00)	
E. NET INCREASE/DECREASE (B - C + D)									
		(1,458,611.00)	(956,079.00)	4,439,617.00	(915,678.00)	0.00	0.00	1,670,249.00	6,386,447.26
F. ENDING CASH (A + E)									
		6,021,669.00	5,065,590.00	9,505,207.00	8,589,529.00				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS									
								8,589,529.00	

Section I - Expenditures	Funds 01, 09, and 62			2021-22 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	27,455,414.65
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	1,602,264.67
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999	0.00
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	1,378,882.00
3. Debt Service	All	9100	5400-5450, 5800, 7430-7439	15,850.00
4. Other Transfers Out	All	9200	7200-7299	0.00
5. Interfund Transfers Out	All	9300	7600-7629	300,576.00
6. All Other Financing Uses	All	9100	7699	0.00
		9200	7651	
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	63,730.00
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	0.00
9. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.			
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				1,759,038.00
D. Plus additional MOE expenditures:				
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All	1000-7143, 7300-7439 minus 8000-8699	59,039.34
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				24,153,151.32

Section II - Expenditures Per ADA		2021-22 Annual ADA/ Exps. Per ADA
A. Average Daily Attendance (Form AI, Column C, sum of lines A6 and C9)*		1,863.62
B. Expenditures per ADA (Line I.E divided by Line II.A)		12,960.34
Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)		
	Total	Per ADA
A. Base expenditures (Preloaded expenditures extracted from prior year Unaudited Actuals MOE calculation). (Note: If the prior year MOE was not met, in its final determination, CDE will adjust the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)	21,231,589.63	11,346.93
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	21,231,589.63	11,346.93
B. Required effort (Line A.2 times 90%)	19,108,430.67	10,212.24
C. Current year expenditures (Line I.E and Line II.B)	24,153,151.32	12,960.34
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	0.00
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)	MOE Met	
F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under ESSA covered programs in FY 2023-24 may be reduced by the lower of the two percentages)	0.00%	0.00%

*Interim Periods - Annual ADA not available from Form AI. For your convenience, Projected Year Totals Estimated P-2 ADA is extracted. Manual adjustment may be required to reflect estimated Annual ADA.

SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)		
Description of Adjustments	Total Expenditures	Expenditures Per ADA
Total adjustments to base expenditures	0.00	0.00

Part I - General Administrative Share of Plant Services Costs

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

A. Salaries and Benefits - Other General Administration and Centralized Data Processing

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
(Functions 7200-7700, goals 0000 and 9000) 583,859.72
2. Contracted general administrative positions not paid through payroll
 - a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800. _____
 - b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit. _____

B. Salaries and Benefits - All Other Activities

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
(Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000) 18,950,132.33

C. Percentage of Plant Services Costs Attributable to General Administration

(Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6) 3.08%

Part II - Adjustments for Employment Separation Costs

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

A. Normal Separation Costs (optional)

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. _____
Retain supporting documentation.

B. Abnormal or Mass Separation Costs (required)

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero. 0.00

Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)

A. Indirect Costs

1. Other General Administration, less portion charged to restricted resources or specific goals (Functions 7200-7600, objects 1000-5999, minus Line B9)	1,200,072.03
2. Centralized Data Processing, less portion charged to restricted resources or specific goals (Function 7700, objects 1000-5999, minus Line B10)	95,833.00
3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000-5999)	44,500.00
4. Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000-5999)	0.00
5. Plant Maintenance and Operations (portion relating to general administrative offices only) (Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	90,338.79
6. Facilities Rents and Leases (portion relating to general administrative offices only) (Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	0.00
7. Adjustment for Employment Separation Costs	
a. Plus: Normal Separation Costs (Part II, Line A)	0.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	1,430,743.82
9. Carry-Forward Adjustment (Part IV, Line F)	247,699.28
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	1,678,443.10

B. Base Costs

1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	13,517,108.64
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	2,938,253.59
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 4700 and 5100)	3,363,723.83
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	166,058.00
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	0.00
6. Enterprise (Function 6000, objects 1000-5999 except 4700 and 5100)	0.00
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	440,407.43
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000-5999, minus Part III, Line A3)	0.00
9. Other General Administration (portion charged to restricted resources or specific goals only) (Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	19,300.00
10. Centralized Data Processing (portion charged to restricted resources or specific goals only) (Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	0.00
11. Plant Maintenance and Operations (all except portion relating to general administrative offices) (Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	2,842,738.93
12. Facilities Rents and Leases (all except portion relating to general administrative offices) (Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	0.00
13. Adjustment for Employment Separation Costs	
a. Less: Normal Separation Costs (Part II, Line A)	0.00
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
14. Student Activity (Fund 08, functions 4000-5999, objects 1000-5999 except 5100)	0.00
15. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	101,450.00
16. Child Development (Fund 12, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	302,783.15
17. Cafeteria (Funds 13 & 61, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	1,014,933.34
18. Foundation (Funds 19 & 57, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
19. Total Base Costs (Lines B1 through B12 and Lines B13b through B18, minus Line B13a)	24,706,756.91

C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment

(For information only - not for use when claiming/recovering indirect costs) (Line A8 divided by Line B19)	5.79%
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D. Preliminary Proposed Indirect Cost Rate

(For final approved fixed-with-carry-forward rate for use in 2023-24 see www.cde.ca.gov/fg/ac/ic) (Line A10 divided by Line B19)	6.79%
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Part IV - Carry-forward Adjustment

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based.

Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.

A. Indirect costs incurred in the current year (Part III, Line A8)	<u>1,430,743.82</u>
B. Carry-forward adjustment from prior year(s)	
1. Carry-forward adjustment from the second prior year	<u>(167,596.83)</u>
2. Carry-forward adjustment amount deferred from prior year(s), if any	<u>0.00</u>
C. Carry-forward adjustment for under- or over-recovery in the current year	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (4.11%) times Part III, Line B19); zero if negative	<u>247,699.28</u>
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (4.11%) times Part III, Line B19) or (the highest rate used to recover costs from any program (3.57%) times Part III, Line B19); zero if positive	<u>0.00</u>
D. Preliminary carry-forward adjustment (Line C1 or C2)	<u>247,699.28</u>
E. Optional allocation of negative carry-forward adjustment over more than one year	
Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.	
Option 1. Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	<u>not applicable</u>
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	<u>not applicable</u>
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	<u>not applicable</u>
LEA request for Option 1, Option 2, or Option 3	<u>1</u>
F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)	<u>247,699.28</u>

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	20,636,843.29	-11.90%	18,181,430.00	1.52%	18,458,257.00
2. Federal Revenues	8100-8299	0.00	0.00%		0.00%	
3. Other State Revenues	8300-8599	374,795.00	0.00%	374,795.00	0.00%	374,795.00
4. Other Local Revenues	8600-8799	641,277.96	-12.18%	563,166.00	0.00%	563,166.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	(3,911,572.57)	0.00%	(3,911,572.00)	0.00%	(3,911,572.00)
6. Total (Sum lines A1 thru A5c)		17,741,343.68	-14.28%	15,207,819.00	1.82%	15,484,646.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				6,470,782.84		6,543,463.84
b. Step & Column Adjustment				72,679.00		74,945.00
c. Cost-of-Living Adjustment				2.00		0.00
d. Other Adjustments						470,025.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	6,470,782.84	1.12%	6,543,463.84	8.33%	7,088,433.84
2. Classified Salaries						
a. Base Salaries				2,531,046.49		2,554,949.49
b. Step & Column Adjustment				23,903.00		24,142.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments						58,438.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	2,531,046.49	0.94%	2,554,949.49	3.23%	2,637,529.49
3. Employee Benefits	3000-3999	3,757,551.39	6.00%	3,983,004.00	3.00%	4,102,494.00
4. Books and Supplies	4000-4999	649,579.45	-7.55%	600,506.00	0.00%	600,506.00
5. Services and Other Operating Expenditures	5000-5999	2,659,743.55	-37.67%	1,657,905.00	0.00%	1,657,905.00
6. Capital Outlay	6000-6999	51,742.00	0.00%	51,742.00	0.00%	51,742.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	70,000.00	0.00%	70,000.00	0.00%	70,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(58,753.00)	0.00%	(58,753.00)	0.00%	(58,753.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	300,576.00	0.00%	300,576.00	0.00%	300,576.00
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		16,432,268.72	-4.44%	15,703,393.33	4.76%	16,450,433.33
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		1,309,074.96		(495,574.33)		(965,787.33)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		6,697,284.11		8,006,359.07		7,510,784.74
2. Ending Fund Balance (Sum lines C and D1)		8,006,359.07		7,510,784.74		6,544,997.41
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	0.00				
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	0.00				
2. Unassigned/Unappropriated	9790	8,006,359.07		7,510,784.74		6,544,997.41
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		8,006,359.07		7,510,784.74		6,544,997.41

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	8,006,359.07		7,510,784.74		6,544,997.41
(Enter other reserve projections in Columns C and E for subsequent years 1 and 2; current year - Column A - is extracted)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00				
b. Reserve for Economic Uncertainties	9789	0.00				
c. Unassigned/Unappropriated	9790	0.00				
3. Total Available Reserves (Sum lines E1a thru E2c)						
		8,006,359.07		7,510,784.74		6,544,997.41
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
In 2023-24 transferring staff that has been paid from COVID one time funds.						

Description	Object Codes	Projected Year Totals (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCF/Revenue Limit Sources	8010-8099	0.00	0.00%		0.00%	
2. Federal Revenues	8100-8299	0.00	0.00%		0.00%	
3. Other State Revenues	8300-8599	92,140.00	0.00%	92,140.00	0.00%	92,140.00
4. Other Local Revenues	8600-8799	400.00	-100.00%		0.00%	
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	0.00	0.00%		0.00%	
6. Total (Sum lines A1 thru A5c)		92,540.00	-0.43%	92,140.00	0.00%	92,140.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries	1000-1999	20,917.00	3.05%	21,555.00	0.95%	21,760.00
2. Classified Salaries	2000-2999	18,236.00	1.00%	18,418.00	1.00%	18,602.00
3. Employee Benefits	3000-3999	17,334.00	3.00%	17,854.00	3.00%	18,389.00
4. Books and Supplies	4000-4999	16,746.00	-10.43%	15,000.00	0.00%	15,000.00
5. Services and Other Operating Expenditures	5000-5999	31,156.00	-3.71%	30,000.00	0.00%	30,000.00
6. Capital Outlay	6000-6999	0.00	0.00%		0.00%	
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%		0.00%	
8. Other Outgo - Transfers of Indirect Costs	7300-7399	2,976.00	0.00%	2,976.00	0.00%	2,976.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section E below)						
11. Total (Sum lines B1 thru B10)		107,365.00	-1.45%	105,803.00	0.87%	106,727.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(14,825.00)		(13,663.00)		(14,587.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance	9791-9795	78,830.29		64,005.29		50,342.29
2. Ending Fund Balance (Sum lines C and D1)		64,005.29		50,342.29		35,755.29
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	64,005.29				
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	0.00				
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	0.00				
2. Unassigned/Unappropriated	9790	0.00		50,342.29		35,755.29
f. Total Components of Ending Fund Balance (Line D3f must agree with Line D2)		64,005.29		50,342.29		35,755.29
E. ASSUMPTIONS Please provide below or on a separate attachment the assumptions used to determine the projections for the first and second subsequent fiscal years.						

Description	Object Codes	Projected Year Totals (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCF/Revenue Limit Sources	8010-8099	0.00	0.00%		0.00%	
2. Federal Revenues	8100-8299	9,600.00	0.00%	9,600.00	0.00%	9,600.00
3. Other State Revenues	8300-8599	278,852.00	0.00%	278,852.00	0.00%	278,852.00
4. Other Local Revenues	8600-8799	13,250.00	0.00%	13,250.00	0.00%	13,250.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	0.00	0.00%		0.00%	
6. Total (Sum lines A1 thru A5c)		301,702.00	0.00%	301,702.00	0.00%	301,702.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries	1000-1999	20,124.00	1.00%	20,325.00	1.00%	20,528.00
2. Classified Salaries	2000-2999	186,625.96	3.82%	193,762.00	1.00%	195,700.00
3. Employee Benefits	3000-3999	82,054.19	45.69%	119,548.00	3.00%	123,134.00
4. Books and Supplies	4000-4999	12,458.00	-3.68%	12,000.00	0.00%	12,000.00
5. Services and Other Operating Expenditures	5000-5999	1,521.00	-1.38%	1,500.00	0.00%	1,500.00
6. Capital Outlay	6000-6999	0.00	0.00%		0.00%	
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%		0.00%	
8. Other Outgo - Transfers of Indirect Costs	7300-7399	9,964.00	0.00%	9,964.00	0.00%	9,964.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section E below)						
11. Total (Sum lines B1 thru B10)		312,747.15	14.18%	357,099.00	1.60%	362,826.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(11,045.15)		(55,397.00)		(61,124.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance	9791-9795	7,717.50		(3,327.65)		(58,724.65)
2. Ending Fund Balance (Sum lines C and D1)		(3,327.65)		(58,724.65)		(119,848.65)
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	17,317.50				
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	0.00				
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	0.00				
2. Unassigned/Unappropriated	9790	(20,645.15)		(58,724.65)		(119,848.65)
f. Total Components of Ending Fund Balance (Line D3f must agree with Line D2)		(3,327.65)		(58,724.65)		(119,848.65)
E. ASSUMPTIONS Please provide below or on a separate attachment the assumptions used to determine the projections for the first and second subsequent fiscal years.						

Description	Object Codes	Projected Year Totals (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFE/Revenue Limit Sources	8010-8099	0.00	0.00%		0.00%	
2. Federal Revenues	8100-8299	825,464.00	9.03%	900,000.00	0.00%	900,000.00
3. Other State Revenues	8300-8599	40,919.00	2.64%	42,000.00	0.00%	42,000.00
4. Other Local Revenues	8600-8799	89,511.00	-100.00%		0.00%	
5. Other Financing Sources						
a. Transfers In	8900-8929	76,856.00	-21.08%	60,657.00	37.75%	83,557.00
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	0.00	0.00%		0.00%	
6. Total (Sum lines A1 thru A5c)		1,032,750.00	-2.91%	1,002,657.00	2.28%	1,025,557.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries	1000-1999	0.00	0.00%		0.00%	
2. Classified Salaries	2000-2999	301,359.00	1.00%	304,373.00	1.00%	307,416.00
3. Employee Benefits	3000-3999	157,665.00	1.00%	159,241.00	1.00%	160,834.00
4. Books and Supplies	4000-4999	14,428.34	2.99%	14,860.00	3.01%	15,307.00
5. Services and Other Operating Expenditures	5000-5999	541,481.00	0.10%	542,000.00	0.00%	542,000.00
6. Capital Outlay	6000-6999	0.00	0.00%		0.00%	
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%		0.00%	
8. Other Outgo - Transfers of Indirect Costs	7300-7399	0.00	0.00%		0.00%	
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section E below)						
11. Total (Sum lines B1 thru B10)		1,014,933.34	0.55%	1,020,474.00	0.50%	1,025,557.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		17,816.66		(17,817.00)		0.00
D. FUND BALANCE						
1. Net Beginning Fund Balance	9791-9795	71,074.42		88,891.08		71,074.08
2. Ending Fund Balance (Sum lines C and D1)		88,891.08		71,074.08		71,074.08
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	88,891.08				
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	0.00				
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	0.00				
2. Unassigned/Unappropriated	9790	0.00		71,074.08		71,074.08
f. Total Components of Ending Fund Balance (Line D3f must agree with Line D2)		88,891.08		71,074.08		71,074.08
E. ASSUMPTIONS Please provide below or on a separate attachment the assumptions used to determine the projections for the first and second subsequent fiscal years.						

Description	Object Codes	Projected Year Totals (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFE/Revenue Limit Sources	8010-8099	0.00	0.00%		0.00%	
2. Federal Revenues	8100-8299	0.00	0.00%		0.00%	
3. Other State Revenues	8300-8599	0.00	0.00%		0.00%	
4. Other Local Revenues	8600-8799	400.00	0.00%	400.00	0.00%	400.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	0.00	0.00%		0.00%	
6. Total (Sum lines A1 thru A5c)		400.00	0.00%	400.00	0.00%	400.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries	1000-1999	0.00	0.00%		0.00%	
2. Classified Salaries	2000-2999	0.00	0.00%		0.00%	
3. Employee Benefits	3000-3999	0.00	0.00%		0.00%	
4. Books and Supplies	4000-4999	0.00	0.00%		0.00%	
5. Services and Other Operating Expenditures	5000-5999	0.00	0.00%		0.00%	
6. Capital Outlay	6000-6999	0.00	0.00%		0.00%	
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%		0.00%	
8. Other Outgo - Transfers of Indirect Costs	7300-7399	0.00	0.00%		0.00%	
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section E below)						
11. Total (Sum lines B1 thru B10)		0.00	0.00%	0.00	0.00%	0.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		400.00		400.00		400.00
D. FUND BALANCE						
1. Net Beginning Fund Balance	9791-9795	40,564.64		40,964.64		41,364.64
2. Ending Fund Balance (Sum lines C and D1)		40,964.64		41,364.64		41,764.64
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	0.00				
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	40,964.64				
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	0.00				
2. Unassigned/Unappropriated	9790	0.00		41,364.64		41,764.64
f. Total Components of Ending Fund Balance (Line D3f must agree with Line D2)		40,964.64		41,364.64		41,764.64
E. ASSUMPTIONS Please provide below or on a separate attachment the assumptions used to determine the projections for the first and second subsequent fiscal years.						

Description	Object Codes	Projected Year Totals (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFE/Revenue Limit Sources	8010-8099	0.00	0.00%		0.00%	
2. Federal Revenues	8100-8299	0.00	0.00%		0.00%	
3. Other State Revenues	8300-8599	0.00	0.00%		0.00%	
4. Other Local Revenues	8600-8799	34,665.00	0.00%	34,665.00	-0.03%	34,655.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	0.00	0.00%		0.00%	
6. Total (Sum lines A1 thru A5c)		34,665.00	0.00%	34,665.00	-0.03%	34,655.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries	1000-1999	0.00	0.00%		0.00%	
2. Classified Salaries	2000-2999	0.00	0.00%		0.00%	
3. Employee Benefits	3000-3999	0.00	0.00%		0.00%	
4. Books and Supplies	4000-4999	0.00	0.00%		0.00%	
5. Services and Other Operating Expenditures	5000-5999	0.00	0.00%		0.00%	
6. Capital Outlay	6000-6999	0.00	0.00%		0.00%	
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%		0.00%	
8. Other Outgo - Transfers of Indirect Costs	7300-7399	0.00	0.00%		0.00%	
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section E below)						
11. Total (Sum lines B1 thru B10)		0.00	0.00%	0.00	0.00%	0.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		34,665.00		34,665.00		34,655.00
D. FUND BALANCE						
1. Net Beginning Fund Balance	9791-9795	20,091,679.20		20,126,344.20		20,161,009.20
2. Ending Fund Balance (Sum lines C and D1)		20,126,344.20		20,161,009.20		20,195,664.20
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	20,023,187.52				
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	103,156.68				
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	0.00				
2. Unassigned/Unappropriated	9790	0.00		20,161,009.20		20,195,664.20
f. Total Components of Ending Fund Balance (Line D3f must agree with Line D2)		20,126,344.20		20,161,009.20		20,195,664.20
E. ASSUMPTIONS Please provide below or on a separate attachment the assumptions used to determine the projections for the first and second subsequent fiscal years.						

Description	Object Codes	Projected Year Totals (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCF/Revenue Limit Sources	8010-8099	0.00	0.00%		0.00%	
2. Federal Revenues	8100-8299	0.00	0.00%		0.00%	
3. Other State Revenues	8300-8599	0.00	0.00%		0.00%	
4. Other Local Revenues	8600-8799	94,651.00	0.00%	94,651.00	0.00%	94,651.00
5. Other Financing Sources						
a. Transfers In	8900-8929	223,720.00	9.33%	244,604.00	0.00%	244,604.00
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	0.00	0.00%		0.00%	
6. Total (Sum lines A1 thru A5c)		318,371.00	6.56%	339,255.00	0.00%	339,255.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries	1000-1999	0.00	0.00%		0.00%	
2. Classified Salaries	2000-2999	0.00	0.00%		0.00%	
3. Employee Benefits	3000-3999	0.00	0.00%		0.00%	
4. Books and Supplies	4000-4999	114.00	-100.00%		0.00%	
5. Services and Other Operating Expenditures	5000-5999	95,066.00	0.00%	95,066.00	0.00%	95,066.00
6. Capital Outlay	6000-6999	43,000.00	0.00%	43,000.00	0.00%	43,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	201,075.00	0.00%	201,075.00	0.00%	201,075.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	0.00	0.00%		0.00%	
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section E below)						
11. Total (Sum lines B1 thru B10)		339,255.00	-0.03%	339,141.00	0.00%	339,141.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(20,884.00)		114.00		114.00
D. FUND BALANCE						
1. Net Beginning Fund Balance	9791-9795	947,141.21		926,257.21		926,371.21
2. Ending Fund Balance (Sum lines C and D1)		926,257.21		926,371.21		926,485.21
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	926,257.21				
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	0.00				
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	0.00				
2. Unassigned/Unappropriated	9790	0.00		926,371.21		926,485.21
f. Total Components of Ending Fund Balance (Line D3f must agree with Line D2)		926,257.21		926,371.21		926,485.21
E. ASSUMPTIONS Please provide below or on a separate attachment the assumptions used to determine the projections for the first and second subsequent fiscal years.						

Description	Object Codes	Projected Year Totals (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCF/Revenue Limit Sources	8010-8099	0.00	0.00%		0.00%	
2. Federal Revenues	8100-8299	0.00	0.00%		0.00%	
3. Other State Revenues	8300-8599	0.00	0.00%		0.00%	
4. Other Local Revenues	8600-8799	30.00	0.00%	30.00	0.00%	30.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	0.00	0.00%		0.00%	
6. Total (Sum lines A1 thru A5c)		30.00	0.00%	30.00	0.00%	30.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries	1000-1999	0.00	0.00%		0.00%	
2. Classified Salaries	2000-2999	0.00	0.00%		0.00%	
3. Employee Benefits	3000-3999	0.00	0.00%		0.00%	
4. Books and Supplies	4000-4999	0.00	0.00%		0.00%	
5. Services and Other Operating Expenditures	5000-5999	0.00	0.00%		0.00%	
6. Capital Outlay	6000-6999	0.00	0.00%		0.00%	
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%		0.00%	
8. Other Outgo - Transfers of Indirect Costs	7300-7399	0.00	0.00%		0.00%	
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section E below)						
11. Total (Sum lines B1 thru B10)		0.00	0.00%	0.00	0.00%	0.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		30.00		30.00		30.00
D. FUND BALANCE						
1. Net Beginning Fund Balance	9791-9795	3,388.00		3,418.00		3,448.00
2. Ending Fund Balance (Sum lines C and D1)		3,418.00		3,448.00		3,478.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	3,418.00				
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	0.00				
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	0.00				
2. Unassigned/Unappropriated	9790	0.00		3,448.00		3,478.00
f. Total Components of Ending Fund Balance (Line D3f must agree with Line D2)		3,418.00		3,448.00		3,478.00
E. ASSUMPTIONS Please provide below or on a separate attachment the assumptions used to determine the projections for the first and second subsequent fiscal years.						

Description	Object Codes	Projected Year Totals (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCF/Revenue Limit Sources	8010-8099	0.00	0.00%		0.00%	
2. Federal Revenues	8100-8299	0.00	0.00%		0.00%	
3. Other State Revenues	8300-8599	0.00	0.00%		0.00%	
4. Other Local Revenues	8600-8799	6,450.00	0.00%	6,450.00	0.00%	6,450.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	0.00	0.00%		0.00%	
6. Total (Sum lines A1 thru A5c)		6,450.00	0.00%	6,450.00	0.00%	6,450.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries	1000-1999	0.00	0.00%		0.00%	
2. Classified Salaries	2000-2999	0.00	0.00%		0.00%	
3. Employee Benefits	3000-3999	0.00	0.00%		0.00%	
4. Books and Supplies	4000-4999	0.00	0.00%		0.00%	
5. Services and Other Operating Expenditures	5000-5999	6,100.00	-83.61%	1,000.00	0.00%	1,000.00
6. Capital Outlay	6000-6999	0.00	0.00%		0.00%	
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%		0.00%	
8. Other Outgo - Transfers of Indirect Costs	7300-7399	0.00	0.00%		0.00%	
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section E below)						
11. Total (Sum lines B1 thru B10)		6,100.00	-83.61%	1,000.00	0.00%	1,000.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		350.00		5,450.00		5,450.00
D. FUND BALANCE						
1. Net Beginning Fund Balance	9791-9795	110,040.94		110,390.94		115,840.94
2. Ending Fund Balance (Sum lines C and D1)		110,390.94		115,840.94		121,290.94
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	107,472.73				
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	2,918.21				
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	0.00				
2. Unassigned/Unappropriated	9790	0.00		115,840.94		121,290.94
f. Total Components of Ending Fund Balance (Line D3f must agree with Line D2)		110,390.94		115,840.94		121,290.94
E. ASSUMPTIONS Please provide below or on a separate attachment the assumptions used to determine the projections for the first and second subsequent fiscal years.						

Resource	Description	2021-22
		Projected Year Totals
2600	Expanded Learning Opportunities Program	183,649.00
3010	ESSA: Title I, Part A, Basic Grants Low-Inco	18,105.00
3212	Elementary and Secondary School Emergen	1,238,673.00
3213	Elementary and Secondary School Emergen	3,297,046.00
3215	Governor's Emergency Education Relief Fun	17,984.67
3310	Special Ed: IDEA Basic Local Assistance En	106,288.00
3327	Special Ed: IDEA Mental Health Allocation P	4,787.50
4128	ESSA: Title IV, Part A, Student Support and	1,735.00
5640	Medi-Cal Billing Option	39,062.17
6266		551,309.00
6300	Lottery: Instructional Materials	181,172.46
6387	Career Technical Education Incentive Grant	93,274.04
6500	Special Education	2,741.00
6690	Tobacco-Use Prevention Education: Grades	21,421.66
7010	Agricultural Career Technical Education Ince	2,226.31
7311	Classified School Employee Professional De	17,738.00
7370	Supplementary Programs: Specialized Secor	152,956.00
7415	Classified School Employee Summer Assiste	18,943.00
7422	In-Person Instruction (IPI) Grant	234,536.00
7425	Expanded Learning Opportunities (ELO) Gra	10,639.73
7426	Expanded Learning Opportunities (ELO) Gra	75,713.03
8150	Ongoing & Major Maintenance Account (RM,	425,189.35
8210	Student Activity Funds	186,116.56
Total, Restricted Balance		<u>6,881,306.48</u>

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: December 14, 2021

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 13

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

SUBJECT:

Request to Approve the Second and Final Reading of the Updated or New Board Policies, Administrative Regulation and or Exhibits Due to New Legislation or Mandated Language and Citation Revisions as of September 2021, as well as Title IX Policies and Regulations to reflect the policies and procedures of the District.

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 September 2021 which were approved for first reading at the November 9, 2021 Board meeting.

These Board Policies, Administrative Regulations and Exhibits are being submitted for a second and final reading and approval.

PRESENTER:

Katherine Wright, Superintendent and Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

Jennifer Gaston, Recorder

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the second and final reading of these Board Policies, Administrative Regulations and Exhibits as submitted resulting from legislation effective prior to September 2021, as well as Title IX Policies and Regulations

Time allocated: 3 minutes

CSBA POLICY GUIDE SHEET September 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 0470 - COVID-19 Mitigation Plan

Policy updated to add new note to reflect that districts are obligated to comply with COVID-19 mitigation requirements from multiple jurisdictional authorities including the California Department of Public Health (CDPH), the California Division of Occupational Safety and Health (Cal/OSHA), and local health authorities, to reflect guidance from CDPH and Cal/OSHA's COVID-19 prevention program, and reflect requirements for districts to create and post COVID-19 safety plans. Policy updated to direct the Superintendent and/or designee to establish and maintain a COVID-19 safety plan that complies with public health guidance of CDPH, the requirements of Cal/OSHA, any orders of state or local health authorities, and any other applicable law and/or health order(s) and to omit specific details regarding COVID-19 mitigation practices due to the evolving nature of public health guidance. Policy updated to reflect **NEW LAW (AB 86, 2021)** and **NEW LAW (AB 130, 2021)** requiring the reporting of specified COVID-19 cases to CDPH and requiring the reporting of other information to the California Collaborative for Educational Excellence (CCEE). Policy updated to reflect **NEW LAW (AB 86, 2021)** and **NEW LAW (AB 130, 2021)** requiring districts that receive Extended Learning Opportunities (ELO) grant funding to implement a learning recovery program that provides supplemental instruction, support for social-emotional well-being, and to the maximum extent permissible as specified in U.S. Department of Agriculture guidelines, meals and snacks, to eligible students. Policy also updated to include promising practices for reengaging chronically absent students and to direct the Superintendent or designee to ensure the continuity of instruction for students who may be under a quarantine order to stay home by offering such students independent study or other instructional delivery channels that allows the student to continue to participate in the instructional program to the greatest extent possible.

Board Policy 3516.5 - Emergency Schedules

Policy updated to reflect **NEW LAW (AB 130, 2021)** requiring districts applying to the Superintendent of Public Instruction to obtain apportionment credit for days and minutes lost due to emergency closure after September 1, 2021 to certify in an affidavit that the district has a plan for offering independent study within 10 days of school closure to impacted students. Policy also updated to reflect requirement that the plan for independent study address the establishment, within a reasonable time, of independent study master agreements and require the reopening in person once allowable under direction from the city or county health officer.

Board Policy 4131 - Staff Development

Policy updated to incorporate concepts of student well-being and social-emotional development and learning as it relates to professional development, to clarify that the development of the staff development program includes creating, reviewing and amending the program, to reflect the State Board of Education's [California Digital Learning Integration and Standards Guidance](#) regarding staff development in the use of technologies, to reference **NEW LAW (AB 130, 2021)** regarding requirements for districts offering technology-based instruction pursuant to an independent study program, and to expand the list of characteristics that are included in diverse student populations as related to staff development in meeting the needs of such students. Policy also updated to enhance staff development regarding school climate to include acceptance, civility, and positive behavioral interventions and supports, and staff development regarding student's mental and physical health to include social-emotional learning and trauma-informed practices.

Board Policy 6120 - Response to Instruction and Intervention

Policy updated to emphasize the importance of learning and behavioral outcomes and progress monitoring as it relates to response to instruction and intervention (RtI²), reference multi-tiered system of supports (MTSS) and the integration of RtI² into such frameworks, expand the list of individuals that may be included in designing the district's RtI² system, add the examination of student social-emotional well-being as one of the bases for design, provide more detail regarding strategies and interventions including ten core components of the RtI² model identified by the California Department of Education, and that RtI² may be utilized as one component when considering the referral of a student for evaluation for special education or other services.

Board Policy 6146.1 - High School Graduation Requirements

Policy updated to clarify requirements for mathematics coursework, reflect **NEW LAW (AB 104, 2021)** which requires districts to exempt a student from district graduation requirements if the student was in the third or fourth year of high school during the 2020–21 school year and is not on track to graduate in four years, and to provide a student who was enrolled in the third or fourth year of high school during the 2020-21 school year and is not on track to graduate in the 2020-21 or 2021–22 school years the opportunity to complete the statewide coursework required for graduation, which may include, but is not limited to, completion of the coursework through a fifth year of instruction, credit recovery, or other opportunity to complete the required coursework.

Administrative Regulation 6146.1 - High School Graduation Requirements

Regulation updated to include material regarding the provision of information about graduation requirements and credit recovery opportunities to students, parents/guardians, and the public, and to reflect requirements regarding the provision of notice to eligible students about the availability of exemptions from local graduation requirements when applicable.

Board Policy 6164.4 - Identification and Evaluation of Individuals for Special Education

Policy updated to reference the U.S. Department of Education's (USDOE) Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act which reaffirms the obligation to fully implement the Individuals with Disabilities Education Act (IDEA) during the COVID-19 pandemic, including the requirement to meet child find obligations, and encourages districts to reexamine the efficacy of existing child find practices in light of the educational disruptions caused by the COVID-19 pandemic.

Administrative Regulation 6164.4 - Identification and Evaluation of Individuals for Special Education

Regulation updated to reference USDOE's Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act which recommends that districts undertake new child find activities in light of the educational disruptions caused by the COVID-19 pandemic and emphasizes that students who are experiencing long-term COVID effects be referred for special education evaluation if their symptoms are adversely impacting their ability to participate and learn in the general curriculum. Regulation also updated to provide that the child find process includes the collection and screening of data to determine if students are making adequate progress, to include the district's obligation to ensure that evaluations of children suspected of having a disability are not delayed or denied because of the implementation of response to intervention strategies, clarify material regarding referrals for initial evaluations, evaluation plans and informed parent/guardian consent, reflect the timeline for the determination of whether the student is eligible for special education and the educational needs of the student and when an Individualized Education Program (IEP) meeting and the development of an IEP occurs, clarify the qualifications of personnel who administer evaluations and reevaluations, add that the normal process of second-language acquisition as well as manifestations of dialect and social linguistic variance not be diagnosed as a disabling condition, and clarify material regarding Independent Educational Evaluations. Regulation also updated to reference M.M. v. Lafayette School District, a Ninth Circuit Court of Appeals decision which held that the district violated IDEA when it failed to provide parents with their child's response to instruction (RTI) data when seeking informed consent for an initial evaluation.

Board Policy 6164.41 - Children with Disabilities Enrolled by their Parents in Private School

Policy updated to reorganize and clarify material.

Administrative Regulation 6164.41 - Children with Disabilities Enrolled by their Parents in Private School

Regulation updated to reference USDOE's Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act which recommends best practices for keeping parents/guardians, teachers, and private school officials informed of the child find process, enhance the section regarding consultation with private school representatives, and reference USDOE's Questions and Answers on Serving Children with Disabilities Placed by their Parents in Private School which emphasizes that districts may not require a private school to implement a RTI process before evaluating parentally-placed private school children. Regulation also updated to add that evaluation of all identified parentally-placed private school children with disabilities be conducted as specified in BP/AR - Identification and Evaluation of Individuals for Special Education including obtaining parent/guardian consent, that the district is required to make a free appropriate public education available to a child residing in the district who is eligible for an IEP, and to clarify material regarding the qualification requirements of private elementary and secondary school teachers providing equitable services to parentally-placed private school children.

Board Policy 6164.5 - Student Success Teams

Policy updated to reference that the student success team (SST) process is not required by law and that the policy reflects best practices, clarify those who are encouraged to collaborate in SSTs, include social and emotional difficulties when evaluating the strengths and needs of students and establishing interventions, emphasize the importance of each student maximizing their potential, specify who may refer students to SSTs, add types of materials appropriate for collection, analysis and review by the SST, provide for the development of a plan to support the student and adjustments to such plan, reflect that the SST process shall not delay or deny a referral for evaluation for eligibility for special education, reference MTSS and the integration of SSTs with such supports, and add staff development which may be provided to strengthen the effectiveness of SSTs.

Administrative Regulation 6164.5 - Student Success Teams

Regulation updated to reference that the SST process is not required by law and that the regulation reflects best practices, emphasize the importance of school counselors in the SST membership, provide that the makeup of each individual SST is at the district's discretion, reference the ability of districts to appoint a districtwide or schoolwide SST coordinator, identify teachers specifically as school staff with whom consultation may occur, add types of materials appropriate for collection to inform SST members, and add the development of a plan, and adjustments to the plan and related interventions, as one of the SST responsibilities.

CSBA Sample Board Policy

Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0470(a)

COVID-19 MITIGATION PLAN

Note: The following policy is intended for use during the coronavirus (COVID-19) pandemic and supersedes conflicting provisions in other district policies and administrative regulations, thereby eliminating the need to temporarily revise multiple policies. When the Governing Board determines, consistent with state and local orders from health officials, that the need for this policy no longer exists, the following policy should be removed from the district's policy manual.

Due to the unexpected nature of the pandemic, the evolving circumstances, and rapidly changing health and safety guidance regarding COVID-19, this policy has been revised to refer directly to the state resources that serve as both mandatory and recommended guidance to districts during the pandemic. information about the virus, the topics covered in this policy may not be directly addressed in current law. Therefore, the policy presents options and best practices for districts as they reopen school campuses following extended closures due to the COVID-19 pandemic. Districts are encouraged to consult with local health officials, staff, students, parents/guardians, neighboring school districts, and the county office of education in comprehensive planning for safe operations following campus reopening.

This policy is not intended to serve as or supersede the District's COVID-19 Prevention Program ("CPP") required by the California Division of Occupational Safety and Health (Cal/OSHA), as described below, or the District's Injury and Illness Prevention Program ("IIPP"). Rather, this policy should supplement and support the IIPP. See BP/AR 4157/4257/4357 - Employee Safety.

This policy involves a number of working conditions that are often addressed in collective bargaining agreements and, as such, may be subject to negotiations with employee organizations.

~~Resources that provide additional information, such as applicable state and local guidelines from health officials, school schedules, handwashing instructions, and specific personal protective equipment (PPE) requirements, may be attached as exhibits to augment this policy and should be periodically reviewed and updated as necessary.~~

The following policy establishes actions that will be taken by the district to provide a safe learning and working environment during the coronavirus (COVID-19) pandemic, and shall supersede any conflicting language in existing district policies or administrative regulations until the Governing Board determines that the need for this policy no longer exists. The Board acknowledges that, due to the evolving nature of the pandemic, federal, state, and local orders impacting district operations are subject to change without notice. In the event that any federal, ~~or~~ state **law and/or order** or local order may conflict with this policy, the **law or** order shall govern.

~~(cf. 2210 - Administrative Discretion Regarding Board Policy)~~

~~(cf. 5141.22 - Infectious Diseases)~~

~~(cf. 9310 - Board Policies)~~

The Board may also adopt resolutions or take other actions as needed to respond to such orders or provide further direction during the pandemic.

COVID-19 MITIGATION PLAN (continued)

(cf. 2210 - Administrative Discretion Regarding Board Policy)

(cf. 5141.22 - Infectious Diseases)

(cf. 9310 - Board Policies)

To limit the impact of the pandemic on the education of district students, the district shall implement learning recovery, social-emotional support, and other measures and strategies designed to keep students learning and engaged in the instructional program.

COVID-19 Safety Plan

Note: Pursuant to Health and Safety Code 120130, the State Public Health Officer has the authority to create mandates for K-12 schools to prevent the spread of a communicable disease. In addition, the California Department of Public Health (CDPH) may adopt and enforce regulations requiring strict or modified isolation or quarantine if necessary for the protection of the public health. Local health officials have similar authority pursuant to Health and Safety Code 120175-120255 to issue orders they deem necessary to control the spread of a communicable disease, subject to the control and regulation of CDPH. Districts are therefore obligated to comply with COVID-19 mitigation requirements from multiple jurisdictional authorities including: (1) the California Department of Public Health (CDPH); (2) Cal/OSHA; and (3) local health authorities.

CDPH's COVID-19 Public Health Guidance for K-12 Schools in California, 2021-22 School Year (updated September 1, 2021) provides updated public health guidance applicable to California schools. The CDPH guidance provides that all students must have access to safe and full in-person instruction and to as much instructional time as possible. The guidance includes both mandatory and recommended practices on a range of topics, including: masking; physical distancing; ventilation; protocols for staying home when sick and getting tested; screening testing; case reporting, contact tracing and investigation; quarantining; isolating when sick with COVID-19; hand hygiene; cleaning; vaccination verification; COVID-19 safety planning transparency; school-based extracurricular activities; supporting students with disabilities or other health care needs; and visitors.

On June 11, 2021, the State Public Health Officer issued an order that requires all individuals to follow the CDPH face mask guidance and any amended guidance for K-12 schools. This order went into effect on June 15, 2021 and does not have an expiration date. In a letter dated August 23, 2021, CDPH emphasized that universal masking indoors is mandatory, that districts have no discretion to opt out or not enforce the mandate, and that districts that do not enforce the mandate will be at significant liability risk.

In addition, on August 11, 2021, the State Public Health Officer issued an order that requires workers and volunteers in school settings serving students in transitional kindergarten through grade 12 to either provide proof of vaccination, as specified by CDPH, or submit to regular testing for COVID-19. Schools are also required to have a plan in place by October 15, 2021 for tracking verified worker vaccination status and records must be made available, upon request, to the local health authority for the purposes of case investigation.

Pursuant to 8 CCR 3205, districts must have a Cal/OSHA COVID-19 prevention program that contains the following elements: (1) a system for communicating with and providing notice to employees; (2) identification and evaluation of COVID-19 hazards; (3) investigation and response to

COVID-19 MITIGATION PLAN (continued)

COVID-19 cases; (4) procedures for correcting COVID-19 hazards; (5) training and instruction to employees; (6) facecoverings; (7) other engineering controls, administrative controls, and personal protective equipment (PPE); (8) reporting, recordkeeping, and access to the written COVID-19 prevention program; (9) exclusion of COVID-19 cases; and (10) return-to-work criteria.

Pursuant to state and federal law, districts are required to create and post COVID-19 safety plans. Specifically, pursuant to Education Code 32091, districts are required to post a completed COVID-19 safety plan that complies with the health guidance of CDPH and Cal/OSHA on the district's web site home page. In addition, districts receiving Elementary and Secondary School Emergency Relief funds are required to adopt and post a Safe Return to In-Person Instruction and Continuity of Services Plan and review it at least every six months for possible revisions, describing how the district will maintain the health and safety of students, educators and other staff, including the extent to which it has adopted policies, and a description of such policies, on each of the safety recommendations provided by the Centers for Disease Control and Prevention (CDC). A template plan for this purpose is available on the California Department of Education's web site.

Due to the evolving nature of the pandemic, health and safety guidance is subject to change. Districts are strongly encouraged to refer directly to public health orders and guidance and work closely with public health authorities to ensure that COVID-19 mitigation measures stay current.

The Superintendent or designee shall establish, implement, and maintain a COVID-19 safety plan that complies with any mandatory public health guidance of the California Department of Public Health (CDPH), the COVID-19 prevention program ("CPP") consistent with the regulations of the California Division of Occupational Safety and Health, any orders of state or local health authorities, and any other applicable law and/or health order(s). The Superintendent or designee shall ensure, at a minimum, that the COVID-19 safety plan complies with all mandatory guidance and gives priority to recommended practices that are identified as being particularly effective at COVID-19 mitigation. The Superintendent or designee shall regularly review public health guidance to ensure that the district's COVID-19 mitigation strategies are current with public health mandates or recommendations.

The district's COVID-19 safety plan shall be posted on the district's web site.

Note: The following list is optional and may be revised to reflect district practice. CDPH recommends that districts consider certain factors when making decisions regarding COVID-19 mitigation strategies, reflected in Items #1-3 below.

To promote transparency and facilitate decision-making regarding COVID-19 mitigation strategies, the Superintendent or designee shall report to the Board on a regular basis regarding the following:

1. Level of community transmission of COVID-19
2. COVID-19 vaccination coverage in the community and among students and staff

COVID-19 MITIGATION PLAN (continued)

3. Any local COVID-19 outbreaks or increasing trends
4. Changes to local, state, and/or federal public health guidance, orders, and laws
5. Any revisions to the district's COVID-19 safety plan

Reporting to the Public Health Department

Note: The following section reflects reporting obligations pursuant to Education Code 32090-32091, as added by AB 86 (Ch. 10, Statutes of 2021) and amended by AB 130 (Ch. 44, Statutes of 2021).

Upon learning that a school employee or student who has tested positive for COVID-19 was present on campus while infectious, the Superintendent or designee shall immediately, and in no case later than 24 hours after learning of the positive case, notify the local health officer or the local health officer's representative about the positive case. The notification shall be made even if the individual who tested positive has not provided prior consent to the disclosure of personally identifiable information and shall include all of the following information, if known: (Education Code 32090)

1. Identifying information of the individual who tested positive, including full name, address, telephone number, and date of birth
2. The date of the positive test, the school(s) at which the individual was present, and the date the individual was last onsite at the school(s)
3. The name, address, and telephone number of the person making the report

If a school has two or more outbreaks of COVID-19 and is subject to a safety review by CDPH pursuant to Education Code 32090, the Superintendent or designee shall cooperate fully with the review.

Statewide Instructional Mode Survey

Note: Pursuant to Education Code 32091, as amended by AB 130, districts are required to notify the California Collaborative for Educational Excellence (CCEE) of specified information in a form and adhering to the procedures to be determined by the CCEE.

On or before the second and fourth Monday of each month, the Superintendent or designee shall submit to the California Collaborative for Educational (CCEE) information required under Education Code 32091, in accordance with the form and procedures determined by CCEE.

COVID-19 MITIGATION PLAN (continued)

Stakeholder Engagement and Community Relations

The district shall solicit input from stakeholders on how to best support students following the learning disruptions of the pandemic through appropriate methods, which may include surveys, community and family meetings, and other methods identified by the Superintendent or designee.

The Superintendent or designee shall collaborate with local health authorities to ensure that parents/guardians are provided with the information needed to ensure that public health guidance is observed in the home as well as in school, such as information about isolation and quarantine requirements, face mask requirements, symptom checks prior to school attendance, and who to contact when students have symptoms and/or were exposed.

The Superintendent or designee shall use a variety of methods to regularly communicate with students, parents/guardians, and the community regarding **community transmission levels**, district operations, school schedules, and steps the district is taking to promote the health and safety of students. In addition, the members of the Board have a responsibility as community leaders to communicate matters of public interest in a manner that is consistent with Board policies and bylaws regarding public statements.

(cf. 1100 - Communication with the Public)

(cf. 1112 - Media Relations)

(cf. 9010 - Public Statements)

The district shall continue to collaborate with local health officials and agencies, community organizations, and other stakeholders to ensure that district operations reflect current recommendations and best practices for COVID-19 mitigation strategies. The Superintendent or designee shall keep informed about resources and services available in the community to assist students and families in need.

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

(cf. 1700 - Relations Between Private Industry and the Schools)

Learning Recovery and Social-Emotional Support

Note: Pursuant to Education Code 43520-43525, as added by AB 86 and amended by AB 130, starting in the 2020-21 school year and continuing into the 2022-23 school year, districts are required to provide academic interventions and student supports to address barriers to learning and accelerate progress to closing learning gaps.

The U.S. Department of Education's Office of Special Education Programs (OSEP) has emphasized that districts are required to fully implement the Individuals with Disabilities Education Act (IDEA) during the COVID-19 pandemic, including but not limited to the requirement to meet child find

COVID-19 MITIGATION PLAN (continued)

obligations. In Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, OSEP encourages districts to reexamine the efficacy of existing child find practices in light of the educational disruptions caused by the COVID-19 pandemic. See BP/AR 6164.4 - Identification and Evaluation of Individuals for Special Education for "child find" procedures.

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

The Superintendent or designee shall develop a plan for assessing students' current academic levels early in the school year to ensure that each student is provided with appropriate opportunities for learning recovery based on need. The plan may include:

1. Use of interim or diagnostic assessments
2. Review of available data from assessments within the California Assessment of Student Performance and Progress
3. Review of attendance data from the 2020-2021 school year
4. Review of prior year grades
5. Discussion of student needs and strengths with parents/guardians and former teachers

(cf. 3553 - Free and Reduced Price Meals)

(cf. 5141.5 - Mental Health)

(cf. 5141.52 - Suicide Prevention)

(cf. 5147 - Dropout Prevention)

(cf. 6120 - Response to Instruction and Intervention)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6159 - Individualized Education Program)

(cf. 6164.5 - Student Success Teams)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Learners)

(cf. 6184 - Continuation Education)

Note: Pursuant to Education Code 43522, as amended by AB 130, districts that receive Extended Learning Opportunities (ELO) grant funding are required to implement a learning recovery program that provides supplemental instruction, support for social-emotional well-being, and to the maximum extent permissible as specified in U.S. Department of Agriculture guidelines, meals and snacks, to students who are eligible for free or reduced-price meals, English learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020-21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

COVID-19 MITIGATION PLAN (continued)

The Superintendent or designee shall develop and implement a learning recovery program that, at a minimum, provides supplemental instruction and support for social emotional well-being, and to the maximum extent permissible meals and snacks, to eligible students. (Education Code 43522)

Supplemental Instruction and Support

The district shall provide students with evidence-based supports and interventions in a tiered framework that bases universal, targeted, and intensive supports on students' needs for academic, social-emotional, and other integrated student supports through a program of engaging learning experiences in a positive school climate. (Education Code 43522)

Targeted and intensive supports may include: (Education Code 43522)

- 1. Extending instructional learning time based on student learning needs including through summer school or intersessional instructional programs**
- 2. Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff**
- 3. Learning recovery programs and materials designed to accelerate student academic proficiency, English language proficiency, or both**
- 4. Integrated student supports to address other barriers to learning, such as:**
 - a. The provision of health, counseling, or mental health services**
 - b. Access to school meal programs**
 - c. Access to before and after school programs**
 - d. Programs to address student trauma and social-emotional learning**
 - e. Referrals for support for family or student needs**
- 5. Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports**

Note: Pursuant to Education Code 51225, as added by AB 104 (Ch. 41, Statutes of 2021), the district is required to provide a student who was enrolled in the student's third or fourth year of high school during the 2020-21 school year and is not on track to graduate in the 2020-21 or 2021-22 school years

COVID-19 MITIGATION PLAN (continued)

the opportunity to complete the statewide coursework required for graduation pursuant to Education Code 51225.3, which may include, but is not limited to, completion of the coursework through a fifth year of instruction, credit recovery, or other opportunity to complete the required coursework. See BP 6146.1 - High School Graduation Requirements.

6. Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility
7. Additional academic services for students, such as diagnostic, progress monitoring, and benchmark assessments of student learning
8. Other interventions identified by the Superintendent or designee

(cf. 6164.2 - Guidance/Counseling Services)

Note: Pursuant to Education Code 43522, as added by AB 86 and amended by AB 130, funding from ELO grants may be expended for educating school staff regarding strategies, including trauma-informed practices, to engage students and families in addressing students' social-emotional health and academic needs as well as for accelerated learning and effectively addressing learning gaps.

To ensure schoolwide implementation of the district's tiered framework of supports, the Superintendent or designee shall plan staff development that includes: (Education Code 43522)

1. Accelerated learning strategies and effective techniques for closing learning gaps, including training in facilitating quality learning opportunities for all students
2. Strategies, including trauma-informed practices, to engage students and families in addressing students' social-emotional health needs and academic needs

Reengagement for Chronically Absent Students

Note: The U.S. Department of Education (USDOE) recommends that nonpunitive measures be used to reengage students who became chronically absent during the pandemic. See USDOE's ED COVID-19 Handbook, Volume 2: Roadmap to Reopening Safely and Meeting All Students' Needs (August 2021).

The Superintendent or designee shall implement strategies for identifying, locating, and reengaging students who were chronically absent or disengaged during the 2020-21 school year, including students who were kindergarten-age but who did not enroll in kindergarten. Strategies for reengaging students may include:

1. Personal outreach to families, including by staff who are known to families

COVID-19 MITIGATION PLAN (continued)

- 2. Door-to-door campaigns**
- 3. The use of social media to spread awareness about the implementation of COVID-19 mitigation strategies**
- 4. Welcoming and supporting students who experienced chronic absenteeism due to the COVID-19 pandemic or who are returning to school after a long absence**

Student Absence and Attendance

The Board recognizes that COVID-19 will continue to impact the attendance of students. The Superintendent or designee shall notify students and parents/guardians of expectations regarding school attendance. Such notification shall direct any student who contracts the virus or is subject to a quarantine order to stay home in accordance with state and local health orders.

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5113.11 - Attendance Supervision)

Note: Pursuant to Education Code 51745, as amended by AB 130, for the 2021-22 school year all districts are required to offer independent study to meet the educational needs of students. See BP 6158 - Independent Study and 3516.5 - Emergency Schedules.

The Superintendent or designee shall ensure continuity of instruction for students who may be under a quarantine order to stay home, by offering such students independent study or other instructional delivery channels that allows the student to continue to participate in the instructional program to the greatest extent possible.

Nondiscrimination

The Board prohibits discrimination based on actual or perceived medical condition or disability status. (Government Code 11135)

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

Individual students and staff shall not be identified as being COVID-positive, nor shall students be shamed, treated differently, or denied access to a free and appropriate public education because of their COVID-19 status or medical condition. Staff shall not disclose confidential or privileged information, including the medical history or health information of students and staff **except as allowed by law**. (Education Code 49450)

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

COVID-19 MITIGATION PLAN (continued)

The Superintendent or designee shall investigate any reports of harassment, intimidation, and bullying targeted at any student based on **their medical condition or** COVID status, exposure, or high-risk status.

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

Note: Stay at home orders, restrictions on social gatherings, and PPE requirements and their impact on the opening and closing of school campuses will vary based on local conditions. CSBA strongly recommends that districts consult state and local health officials for guidance on decisions regarding the opening and closing of school campuses.

~~The Board recognizes that students and staff have the right to a safe campus that protects their physical and psychological health and well being. School campuses shall only be open when deemed safe for in-person instruction. The Board's decision to reopen school campuses for classes, before or after school programs, child care centers, and/or preschool programs shall be made in consultation with state and local health officials, the county office of education, and neighboring school districts. The district shall evaluate its capacity to implement safety precautions and to conduct full or partial school operations, and shall consider student, parent/guardian, and community input.~~

~~*(cf. 0400 - Comprehensive Plans)*~~

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

~~*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*~~

~~Prior to the return to on-campus teaching and learning, the Superintendent or designee shall provide to students, parents/guardians, and staff current information about COVID-19, including its symptoms, how it is transmitted, how to prevent transmission, the current recommendations from the state and local departments of public health, and any other information and/or resources to prepare for a safe return to on-campus teaching and learning. The Superintendent or designee shall also provide information on the processes and protocols the district will follow to minimize the health risks associated with COVID-19, including, but not limited to, physically separating individuals (social distancing), limits on large gatherings, the provision of personal protective equipment (PPE) such as masks and gloves, and the sanitization of facilities.~~

~~*(cf. 4131 - Staff Development)*~~

~~*(cf. 4231 - Staff Development)*~~

~~*(cf. 4331 - Staff Development)*~~

~~*(cf. 6020 - Parent Involvement)*~~

COVID-19 MITIGATION PLAN (continued)

Student Support

The Board recognizes that the consequences of the COVID-19 pandemic, including fear for one's safety, the economic crisis, the loss of school-based relationships, and disruptions in student learning, impact all students but may have a disproportionate effect on the youngest students, students with disabilities, those students most vulnerable to basic needs insecurity or child abuse and neglect, and other at-risk students.

(cf. 0115—Equity)

As school campuses reopen, staff shall provide a caring and nurturing educational environment for students. The district may provide instruction on social-emotional well-being to all students, including information on how to deal with stress and anxiety in healthy ways and the importance of emotional well-being for academic success.

(cf. 6142.8—Comprehensive Health Education)

Staff shall pay careful attention to students' increased mental health concerns. Counseling, other support services, and/or referrals to other agencies shall be available to assist students in dealing with the social and emotional effects of COVID-19, such as stress, anxiety, depression, grief, social isolation, and post-traumatic stress disorder.

(cf. 5141.5—Mental Health)

(cf. 5141.52—Suicide Prevention)

(cf. 6164.2—Guidance/Counseling Services)

(cf. 6164.5—Student Success Teams)

As needed, the district may provide referrals of students and families to basic needs assistance or social services, and may assess students for eligibility for the free and reduced-price meal program or assistance under the McKinney-Vento Homeless Assistance Act.

(cf. 6173—Education for Homeless Children)

The Superintendent or designee shall ensure that staff understand their obligations as mandated reporters to report suspected child abuse or neglect, regardless of whether the student is on campus or participating in distance learning.

(cf. 5141.4—Child Abuse Prevention and Reporting)

The Superintendent or designee may provide information to staff and parents/guardians regarding how to provide mental health support to students. The Superintendent or designee may also provide counseling to staff who are experiencing emotional difficulties as a result of COVID-19.

COVID-19 MITIGATION PLAN (continued)

Instruction/Schedules

Note: Until COVID-19 is no longer a concern, schools may offer instruction through one of three prevailing approaches: (1) return to full on-campus instruction with social distancing/PPE requirements and modified schedules, (2) continue exclusively with distance learning, or (3) use a hybrid approach that incorporates both on-campus instruction and distance learning. To accomplish any approach that uses on-campus instruction while maintaining social distancing may require the implementation of staggered schedules, such as having half the students on campus one week followed by the other half the following week, having grades 1-3 on campus on Monday and Wednesday and grades 4-6 on Tuesday and Thursday, or teaching elementary students on campus while secondary students use distance learning.

The following section reflects a hybrid approach, which may be the most practical for the majority of districts, and should be revised to reflect district practice.

The district shall offer a combination of on-campus instruction and distance learning to meet the needs of all students.

~~(cf. 6157 – Distance Learning)~~

~~(cf. 6158 – Independent Study)~~

The Superintendent or designee shall work with school principals, teachers, other staff, students, and parents/guardians to recommend to the Board a schedule of on-campus instruction for each school. If all students cannot attend on-campus instruction for the entire school day due to space limitations as a result of social distancing requirements, the Superintendent or designee shall consider arrangements for rotating groups of students, such as on a daily or weekly basis, and/or shall provide on-campus instruction to students with the greatest need for in-person supervision.

~~(cf. 6111 – School Calendar)~~

~~(cf. 6112 – School Day)~~

Priority for on-campus instruction shall be given to the lowest performing students, students with disabilities, elementary level students, students at risk of child abuse and neglect, homeless students, foster youth, and English learners. To the extent practicable, the district shall also consider the needs of essential workers, as designated in the Governor's executive orders, for child care during normal school hours.

~~(cf. 6173.1 – Education for Foster Youth)~~

~~(cf. 6174 – Education for English Learners)~~

On-campus instruction may be prioritized for subjects that are difficult to deliver through distance learning, such as laboratory science, art, or career technical education.

COVID-19 MITIGATION PLAN (continued)

For distance learning, lessons may be delivered through live video sessions, pre-recorded lectures, or other technology-based distance learning platforms and/or the district may supplement on-campus instruction with home assignments. As much as possible, distance learning shall be provided through small-group synchronous learning.

Appropriate training shall be provided to teachers and other instructional staff involved in distance learning, including training on how to use any technology or platform approved for distance learning by the school and opportunities for the sharing of best practices among instructional staff. Available training resources may also be provided to students and parents/guardians when necessary.

Evaluation of Academic Progress Following Campus Closure

Note: Pursuant to the Governor's Executive Order N 30-20, administration of the California Assessment of Student Performance and Progress was waived in spring 2020 due to the COVID-19 pandemic. Districts will need to use other measures to evaluate students' academic progress during that period of campus closure.

Upon return to on-campus instruction following an extended campus closure, the Superintendent or designee shall evaluate the impact of the campus closure on students' academic progress. Such evaluation may:

1. Address student-specific needs arising from the transition back into on-campus instruction
2. Consider whether or not a student has experienced a regression of skills and/or lack of progress
3. If regression and/or a lack of progress is present, identify opportunities for recovery, including supplemental educational services and/or new or different support services

(cf. 6179 Supplemental Instruction)

For students with disabilities, the evaluation of academic progress shall also be used to determine whether an additional or revised individualized education program (IEP) or Section 504 plan is needed for the student to be academically successful when returning to on-campus instruction. The Superintendent or designee may prioritize urgent student need in scheduling initial and triennial assessments and annual IEP meetings. The Superintendent or designee shall ensure district compliance with all procedural timelines for IEPs and Section 504 plans as required, unless amended by executive order.

(cf. 6159 Individualized Education Program)

(cf. 6159.1 Procedural Safeguards and Complaints for Special Education)

(cf. 6164.6 Identification and Education Under Section 504)

COVID-19 MITIGATION PLAN (continued)

Grading

Note: The district may select or revise any of the items below to reflect district practice. The California Department of Education's (CDE) FAQs on Grading and Graduation Requirements, available on its web site, includes an appendix on Distance Learning Grading Guidance for Teachers which contains a non-exhaustive list of options for assigning final grades for spring 2020 for courses interrupted by COVID-19 and the resulting school closures. Those options are only applicable to final semester grades and may not necessarily apply to shorter periods of campus closure. Grading policies for the 2020-21 school year may be dependent on the date that campuses reopen and/or whether campuses need to be reclosed for an extended period at any time during the year.

Also see CSBA's Sample School Board Resolution on Grading During Emergency School Closures.

For each grading period, student progress shall be reported in accordance with BP/AR 5121—Grades/Evaluation of Student Achievement. However, in the event that school campuses are closed for an extended period of time during any grading period, the Board may, upon recommendation by the Superintendent or designee, adopt one or more alternative grading policies which may vary by grade level or type of course. Options for such grading include, but are not limited to:

1. Assignment of final grades based on the student's grades when the campus shutdown occurred, with opportunities to increase the final grade based on progress through distance learning or other assignments and assessments
2. Assignment of pass/no pass grades for all courses
3. Grading based on students' understanding of applicable course content through assessments, projects, portfolios, or other appropriate means

(cf. 5121—Grades/Evaluation of Student Achievement)

Health Screening of Students

Note: The following **optional** paragraph reflects recommendations in the Centers for Disease Control and Prevention's (CDC) Interim Guidance for Schools and Day Camps to conduct temperature checks and/or visual checks of students before they enter the school. CDC recommends that persons who have a fever of 100.4 degrees or above or exhibit other signs of illness not be admitted to the facility.

Temperature checks may also be conducted before students board a school bus. If not practical, districts should implement social distancing on school buses as provided in the section "Social Distancing" below and may require students to wear PPE on the bus as provided in the section "Personal Protective Equipment and Hygiene Practices" below.

COVID-19 MITIGATION PLAN (continued)

To the extent feasible, students shall be screened for COVID-19 symptoms before boarding a school bus and/or upon arrival at school each day. The Superintendent or designee shall work with local health officials to determine the appropriate means of screening, which may include temperature checks with a no-touch thermometer.

If the screening indicates a fever or other COVID-19 symptoms, or if the student exhibits symptoms at any time during the school day, the student shall be placed in a supervised isolation area until the student's parent/guardian is contacted and the student can be transported home or to a health care facility. School staff may provide the parent/guardian with referrals to school or community health centers for further testing.

(cf. 5141—Health Care and Emergencies)

(cf. 5141.3—Health Examinations)

(cf. 5141.6—School Health Services)

Student Absence and Attendance

The Board recognizes that COVID-19 will continue to impact the attendance of students following the reopening of school campuses. The Superintendent or designee shall notify students and parents/guardians of expectations regarding school attendance. Such notification shall direct any student who contracts the virus or lives with someone who has been diagnosed with COVID-19 to stay home in accordance with state and local health directives so as to curtail the spread of the disease.

Students who are infected with COVID-19 shall be excluded from on-campus instruction until a medical provider states in writing that the student is no longer contagious. (Education Code 49451; Health and Safety Code 120230; 5 CCR 202)

Students who are identified as being in a high-risk population for serious complications from COVID-19 because of a medical condition may request assessment and accommodations under Section 504 and/or an alternative instructional method that allows the student to continue receiving instruction off-campus.

Note: Pursuant to Education Code 48205, student absences due to illness or quarantine are considered excused absences. 5 CCR 306 authorizes the school to require a satisfactory explanation from a student's parent/guardian whenever the student is absent. Pursuant to 5 CCR 421, the Board may adopt policy or a resolution establishing reasonable methods for verifying student absences, and absences due to illness or quarantine may be verified by a school or public health nurse, attendance supervisor, physician, principal, teacher, or other qualified district employee assigned to make such verification. See AR 5113—Absences and Excuses for verification methods authorized by the district.

When a student is absent, the student's parent/guardian shall notify the school of the reason for the absence. A physician's verification of a student's illness or quarantine may be submitted, but is not required.

COVID-19 MITIGATION PLAN (continued)

(cf. 5113—Absences and Excuses)

If a student would otherwise be required to attend on-campus instruction but is kept home by the parents/guardians due to concerns for the welfare of their child, the principal or designee shall work with the student and parent/guardian to find alternative means of instruction, which may include distance or blended learning, independent study, printed class assignments, or other reasonable means.

(cf. 6154—Homework/Makeup Work)

Note: Pursuant to the Governor's Executive Order N 26 20, districts are not penalized for failure to offer regular school days when campuses are closed due to COVID 19. Although districts are not required to record daily attendance for apportionment purposes when campuses are closed, CDE's FAQs for 2019 Novel Coronavirus encourage districts to track participation and engagement in distance learning at such times. As campuses reopen, districts should follow state guidance, when issued, pertaining to attendance accounting.

The Superintendent or designee shall maintain enrollment and student attendance data, including the participation of students in distance learning, and shall report data in accordance with state requirements.

The district employee designated as the attendance supervisor pursuant to Education Code 48240 shall track patterns of student absence throughout the district and regularly report such information to the Superintendent. When a student who is participating in distance learning repeatedly fails to check in with the teacher when required, the teacher and/or attendance supervisor shall attempt to contact the student or parent/guardian to resolve the issues leading to the absence.

(cf. 5113.1—Chronic Absence and Truancy)

(cf. 5113.11—Attendance Supervision)

Social Distancing

Note: Public health officials from the California Department of Public Health (CDPH), CDC, and World Health Organization recommend social distancing to help stop or slow the spread of COVID 19. Social distancing requires creating physical space between individuals and minimizing the size and number of gatherings as much as possible. It is generally recommended that space between individuals be at least six feet whenever possible.

In order to maintain a campus environment that allows for social distancing, the district shall assess the capacity of school facilities, including classrooms, cafeterias, multi-purpose rooms, gyms, and outdoor areas, and determine the means by which the facilities can best be utilized considering space and time alternatives. To the extent reasonably possible, the district may:

1. Within classrooms, space desks at least six feet apart and position them in a way that limits students facing each other

COVID-19 MITIGATION PLAN (continued)

2. Stagger students in areas of high traffic, such as when students are using lockers, lining up for class, or passing between classes
3. Mark six-foot boundaries within classrooms, common areas, outdoor spaces, and places where students are likely to gather so that students and staff are more readily aware of and can more easily abide by social distancing requirements
4. Utilize restroom stalls and sinks in a manner that allows for social distancing, such as limiting the number of students and/or staff who may use the restroom at a time, blocking off every other stall or sink from use, and/or marking six-foot boundaries
5. Minimize the mixing of students from different classrooms in common spaces, such as in cafeterias and libraries
6. Conduct recess and physical education classes in a manner that allows for social distancing and minimizes the use of physical education equipment

Note: Item #7 is for use by districts that provide transportation for students. CDC's Interim Guidance for Schools and Day Camps presents examples of bus seating arrangements that may be established to meet the six-foot social distancing objectives, such as (1) seating one student to a bench on both sides of the bus, skipping every other row, and (2) seating one student to a bench, alternating rows on each side to create a zigzag pattern. Seats that must be left vacant should be marked or blocked.

7. Assess the capacity of school buses and develop a plan for bus routes and bus seating consistent with social distancing objectives

(cf. 3540 - Transportation)

(cf. 3543 - Transportation Safety and Emergencies)

8. Encourage students to walk, bicycle, or travel by private vehicle to reduce the number of students traveling on school buses. Schools may provide designated areas with proper distancing for bicycles to be stored during the school day, and may mark spaces for private vehicle drop-off and pick-up zones.

(cf. 5142.2 - Safe Routes to School Program)

Note: CDPH Guidance for the Prevention of COVID-19 Transmission for Gathering, issued March 16, 2020, states that gatherings that bring together people in a single room or single space at the same time, such as school sporting events, should be postponed or canceled until further guidance is released by CDPH. The Governor's Resilience Roadmap issued in spring 2020 establishes four stages for gradually reopening businesses and activities, with large gatherings generally withheld until stage 4.

Large gatherings, such as assemblies, rallies, field trips, extracurricular activities, and athletic events, shall be suspended until the Board determines, consistent with guidance from state

COVID-19 MITIGATION PLAN (continued)

and local health officials, that it is safe to resume such activities. The Superintendent or designee may grant an exception if an activity can be arranged to take place in phases or per class, or modified in a manner that would keep participants from violating social distancing recommendations. When deciding whether an activity may resume, the Superintendent or designee may consider the size of the group that participates, the extent to which the students and other attendees have physical contact, whether the activity can be modified to avoid physical contact, if shared equipment is required for the activity, and if social distancing can be maintained.

(cf. 6145 – Extracurricular and Cocurricular Activities)

(cf. 6145.2 – Athletic Competition)

(cf. 6153 – School Sponsored Trips)

Personal Protective Equipment and Hygiene Practices

Note: CDC's Considerations for Schools reinforces the value of using cloth face coverings to protect oneself and others, but recognizes that wearing face coverings in all day settings such as school may be challenging for students, particularly younger students. CDC advises that face coverings be worn as feasible, but especially when social distancing is difficult.

It is also recommended that all staff should use cloth face coverings and that food service workers and other staff who are in routine contact with the public should wear gloves. However, requiring staff to use such equipment may be subject to collective bargaining. Districts are encouraged to review their collective bargaining agreements and applicable memoranda of understanding and consult with legal counsel before requiring staff to use facial coverings.

The Board encourages students, staff, and visitors to wear PPE while on school campuses or school buses, especially in high-traffic areas and/or when social distancing is not possible. If the use of PPE in schools is required by state or local health officials, the district shall provide PPE to students and staff who do not bring their own personal PPE. Students and staff shall be provided instruction in the proper use, removal, disposal, and cleaning of PPE.

Note: The following paragraph reflects a recommendation in CDC's Considerations for Schools and may be revised to reflect district practice.

Face coverings shall not be required for children younger than two years, or for anyone who has trouble breathing or is incapacitated or otherwise unable to remove the covering without assistance. Reasonable accommodations shall be made for anyone who is unable to wear a face covering for medical reasons.

The Board also encourages students and staff to practice good hygiene, such as appropriate covering of coughs and sneezes and regular hand washing of at least 20 seconds, including before eating and after blowing one's nose, coughing, or sneezing. The district shall provide adequate time and opportunity for students to wash hands, and shall make hand sanitizer

COVID-19 MITIGATION PLAN (continued)

available in areas where handwashing is less accessible. Signage regarding healthy hygiene practices and how to stop the spread of COVID-19 may be posted in and around school facilities.

Sanitization of Facilities and Equipment

School facilities, school buses, and shared equipment such as desks, tables, sports/playground equipment, computers, door handles, light switches, and other frequently used equipment and supplies shall be cleaned and disinfected daily with appropriate cleaning agents. Disinfectants and cleaning agents shall be stored properly and in a manner not accessible to students.

*(cf. 3510—Green School Operations)
(cf. 3514.1—Hazardous Substances)
(cf. 4157/4257/4357—Employee Safety)*

The Superintendent or designee shall ensure that ventilation systems are operating properly and that air flow and ventilation within district facilities is increased, to the extent possible, by opening windows and doors and using fans and air conditioning. Garbage shall be removed daily and disposed of safely.

Food Services

The Superintendent or designee shall ensure that students have access to clean drinking water other than through a drinking fountain, and food which is procured, stored, and served in a manner that reduces the likelihood of COVID-19 transmission and follows state and national guidelines for nutrition.

(cf. 3550—Food Service/Child Nutrition Program)

For meals that are consumed on school grounds, the Superintendent or designee shall ensure that students will be able to maintain proper social distancing while eating. In order to do so, the Superintendent or designee may consider the consumption of meals in classrooms, gyms, the outdoors, and/or other district grounds.

Meal service shall also be available to students participating in distance learning, which may include and/or entirely consist of a "grab and go" service or delivery.

Due to the changing financial circumstances of many families as a result of COVID-19, the Superintendent or designee shall regularly provide information to students and parents/guardians regarding the free and reduced price meal program, eligibility, and how to apply for the program.

(cf. 3553—Free and Reduced Price Meals)

COVID-19 MITIGATION PLAN (continued)

Staff

Note: The following section may be subject to negotiations with employee organizations.

Prior to reopening campuses, the Superintendent or designee shall review staff assignments and, upon request, may reassign employees to reduce exposure to the virus, especially for high risk staff. When feasible for the position, employees may be granted a remote work assignment.

(cf. 4030 – Nondiscrimination in Employment)

(cf. 4113 – Assignment)

(cf. 4113.4/4213.4/4313.4 – Temporary Modified/Light Duty Assignment)

(cf. 4113.5/4213.5/4313.5 – Working Remotely)

Note: The Governor's Executive Order N 26 20 requires that districts continue to pay employees even if campuses close temporarily due to COVID 19. Furthermore, according to Office of Management and Budget Memorandum M 20 17, during extraordinary circumstances such as a pandemic which interrupts district operations, employees paid with federal grant funds can continue to be paid out of federal grant funds as long as other similarly situated employees paid with nonfederal funds are continuing to get compensated. See BP 4151/4251/4351 – Employee Compensation.

In the event that employees are unable to perform their duties due to partial or full closure of campuses, the Board shall compensate employees as permitted by law.

(cf. 4151/4251/4351 – Employee Compensation)

Any employee who contracts the virus, shows symptoms of possible infection, or is caring for someone who has been diagnosed with the virus shall self-quarantine for the period of time recommended by health authorities in order to prevent the spread of the disease to students or other staff.

Note: Education Code 44978 and 45191 and Labor Code 245 249 establish minimum sick leave entitlements for district employees; see AR 4161.1/4361.1 – Personal Illness/Injury Leave and AR 4261.1 – Personal Illness/Injury Leave. If an employee continues to be absent for up to five months after exhausting all available sick leave, the employee may be entitled to differential pay in accordance with Education Code 44977, 44983, and 45196. In addition, an employee may use leave granted by the Family and Medical Leave Act (FMLA) (29 USC 2601 2654) or California Family Rights Act (Government Code 12945.1 12945.2) for the employee's own serious health condition or to care for a child, spouse, or parent/guardian with a serious health condition; see AR 4161.8/4261.8/4361.8 – Family Care and Medical Leave.

An employee may use personal illness and injury leave and/or family care and medical leave, as applicable, if the employee is unable to work or telework because the employee is ill or needs to take care of a spouse, parent/guardian, or child with COVID 19 or other serious health condition. (Education Code 44978, 45191; Government Code 12945.1-12945.2; Labor Code 245-249; 29 USC 2601-2654)

COVID-19 MITIGATION PLAN (continued)

~~(cf. 4161.1/4361.1 – Personal Illness/Injury Leave)~~

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

~~(cf. 4261.1 – Personal Illness/Injury Leave)~~

Note: ~~The remainder of this section reflects provisions for expanded leave granted by the federal Families First Coronavirus Response Act (P.L. 116-127).~~

~~29 USC 2601 provides up to 80 hours of paid sick leave for eligible employees for the reasons specified in items #1-6 below. Eligible employees are entitled to their regular rate of pay for leave taken pursuant to items #1-3 (up to \$511 per day and \$5,110 in total) or two-thirds their regular rate of pay for leave taken pursuant to items #4-6 (up to \$200 per day or \$2,000 in total). The district must not require an employee to use other paid leave before the employee uses the paid sick leave granted under this Act.~~

~~Until December 31, 2020, an eligible employee may take paid sick leave for up to 80 hours, or the number of hours that a part-time employee works on average over a two-week period, if the employee is unable to work or telework because the employee is: (29 USC 2601)~~

- ~~1. Subject to a federal, state, or local quarantine or isolation order related to COVID-19~~
- ~~2. Advised by a health care provider to self-quarantine due to concerns related to COVID-19~~
- ~~3. Experiencing symptoms of COVID-19 and seeking a medical diagnosis~~
- ~~4. Caring for an individual who is subject to a federal, state, or local quarantine or isolation order or has been advised by a health care provider to self-quarantine~~
- ~~5. Caring for the employee's child whose school or child care provider is closed or unavailable for reasons related to COVID-19~~
- ~~6. Experiencing any other substantially similar condition specified by the U.S. Department of Health and Human Services~~

~~Employees shall be paid their regular rate of pay for leave taken pursuant to items #1-3 above, or two-thirds their regular rate of pay for leave taken pursuant to items #4-6 above, within the limits specified in law. (29 USC 2601)~~

Note: ~~Leave granted to an employee who needs to care for a child whose school or child care provider is closed due to COVID-19 (item #5 above) may be extended pursuant to 29 USC 2620. Employees must be restored to their position following such leave, unless the district has fewer than 25 employees and specified conditions are met.~~

~~For the purpose specified in item #5 above, eligible employees who have been employed by the district for at least 30 calendar days shall be granted extended leave for up to 12 work~~

COVID-19 MITIGATION PLAN (continued)

~~weeks upon request. The first 10 days of such leave shall be unpaid unless the employee uses accrued vacation leave, personal leave, sick leave, or paid sick leave granted pursuant to 29 USC 2601. After the first 10 days, the district shall pay not less than two-thirds of the employee's regular pay for the number of hours per week the employee normally works, with a maximum of \$200 per day and \$10,000 for the total period. Eligibility for extended leave for this purpose is subject to the employee's eligibility for leave pursuant to the Family and Medical Leave Act. (29 USC 2601, 2620)~~

~~Note: The following notice is available on the web site of the U.S. Department of Labor:~~

~~The district shall post, in conspicuous places where employee notices are customarily posted, a notice prepared by the U.S. Department of Labor regarding the requirements of 29 USC 2601 and 2620. (29 USC 2601)~~

Follow-Up with Infected Persons/Contact Tracing

~~The Superintendent or designee shall work with county health officials to track confirmed cases of students and staff with COVID-19, including, but not limited to, following up with students, their parents/guardians, and staff who exhibit symptoms while at school and those who report an absence or miss work due to illness. The Superintendent or designee shall report confirmed cases to local health authorities.~~

~~Note: The following **optional** paragraph reflects a recommendation in CDC's Interim Guidance for Schools and Day Camps pertaining to contact tracing.~~

~~If a student, family member of a student, or staff member has tested positive for COVID-19, the district shall assist local health officials in conducting contact tracing to identify potentially exposed individuals and ask them to self-quarantine, which may include not participating in on-campus instruction. While maintaining the privacy of the infected person, the district shall inform other students and staff with whom the infected person may have had contact in school.~~

Nondiscrimination

~~The Board prohibits discrimination based on actual or perceived medical condition or disability status. (Government Code 11135)~~

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

~~Individual students and staff shall not be identified as being COVID-positive, nor shall students be shamed, treated differently, or denied access to a free and appropriate public~~

COVID-19 MITIGATION PLAN (continued)

education because of their COVID-19 status or medical condition. Staff shall not disclose confidential or privileged information, including the medical history or health information of students and staff. (Education Code 49450)

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

The Superintendent or designee shall investigate any reports of harassment, intimidation, and bullying targeted at any student based on COVID status, exposure, or high risk status.

(cf. 1312.3—Uniform Complaint Procedures)

(cf. 5131.2—Bullying)

(cf. 5145.3—Nondiscrimination/Harassment)

Community Relations

The Superintendent or designee shall use a variety of methods to regularly communicate with students, parents/guardians, and the community regarding district operations, school schedules, and steps the district is taking to promote the health and safety of students. In addition, the members of the Board have a responsibility as community leaders to communicate matters of public interest in a manner that is consistent with Board policies and bylaws regarding public statements.

(cf. 1100—Communication with the Public)

(cf. 1112—Media Relations)

(cf. 9010—Public Statements)

The district shall continue to collaborate with local health officials and agencies, community organizations, and other stakeholders to ensure that district operations reflect current recommendations and best practices for keeping students, staff, and visitors safe during the COVID-19 state of emergency. The Superintendent or designee shall keep informed about resources and services available in the community to assist students and families in need.

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

(cf. 1700—Relations Between Private Industry and the Schools)

While the Board recognizes the rights of parents/guardians to participate in the education of their children and the critical importance of parental involvement in the educational process, all visitors and volunteers are encouraged to respect guidelines regarding social distancing and large gatherings. School visitors and volunteers shall be limited in number and expected to observe all district protocols for COVID-19. The Superintendent or designee may place signage around the school advising that visitors and volunteers may be required to use PPE while on school sites and interacting with school personnel, and may keep a supply of such equipment available for their use.

COVID-19 MITIGATION PLAN (continued)

~~(cf. 1240—Volunteer Assistance)~~

~~(cf. 1250—Visitors/Outsiders)~~

~~Use of school facilities by persons or organizations for community purposes involving large gatherings shall be suspended until the Board determines, consistent with guidance from state and local health officials, that it is safe to resume such activities. The Superintendent or designee may only grant an exception if the number of participants in the activity will be limited and the person or organization follows the processes and protocols established by the district to minimize the health risks associated with COVID-19.~~

~~(cf. 1330—Use of School Facilities)~~

Potential Re closure of Campus

~~Note: The following section reflects CDC's Interim Guidance for Administrators of U.S. K-12 Schools and Child-Care Programs to Plan, Prepare, and Respond to Coronavirus Disease 2019 (COVID-19), which describes appropriate mitigation strategies based on the level of community transmission of COVID-19 and the presence of COVID-19 cases within a school. Such mitigation strategies may include closing campuses when the district determines, in consultation with state and local health officials, that keeping campuses open presents a risk to students, staff, and the community.~~

~~The district shall monitor student and staff absences and data provided by local health officials to determine if there is a risk of resurgence of COVID-19 and a need to re close school campuses for the protection of students, staff, and the community. The Superintendent or designee shall develop plans and procedures for alternative methods of operations to the extent possible in the event that re closure becomes necessary.~~

~~If any person diagnosed with COVID-19 is known to have been in district building(s), the Superintendent or designee shall immediately notify local health officials to determine a course of action. The building should be closed until cleaning and disinfecting of the building can be completed and the district can consult with local health officials to determine, based on up-to-date information about the specific cases in the community, whether an extended closure is needed to stop or slow further spread of COVID-19.~~

~~If local health officials report that there has been no community transmission of COVID-19, or minimal to moderate transmission in the community, school campuses may not necessarily be closed, but the district shall continue to take all preventative measures described in this policy.~~

~~If local health officials report substantial community transmission of COVID-19, campus closures of more than two weeks may be necessary, and the Superintendent or designee shall cancel group activities and events during that period. Campuses shall not reopen until recommended by local health officials.~~

~~Legal Reference: (see next page)~~

COVID-19 MITIGATION PLAN (continued)

Legal Reference:

EDUCATION CODE

32090-32095 COVID-19 reporting and public health requirements

43520-43525 In-person instruction and expanded learning opportunities grants

44978 Sick leave for certificated employees

45191 Leave of absence for illness and injury, classified employees

48205 Excused absences

48213 Prior parent notification of exclusion; exemption

48240 Supervisors of attendance

49451 Exemption from physical exam; exclusion from attendance

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

54950-54963 The Brown Act

12945.1-12945.2 California Family Rights Act

HEALTH AND SAFETY CODE

120175-120255 Functions and duties of local health officers

120230 Exclusion from attendance

120275 Violations of quarantine order

131080 Advice to and control of local health authorities

LABOR CODE

245-249 Healthy Workplaces, Healthy Families Act of 2014

CODE OF REGULATIONS, TITLE 2

11087-11098 California Family Rights Act

CODE OF REGULATIONS, TITLE 5

202 Exclusion from attendance

306 Explanation of absence

420-421 Record of verification of absence due to illness and other causes

CODE OF REGULATIONS, TITLE 8

3205 COVID-19 prevention

420-421 Record of verification of absence due to illness and other causes

UNITED STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act of 1993, as amended, especially:

2601 Paid sick leave

2620 Public health emergency leave

UNITED STATES CODE, TITLE 42

1760 Note National School Lunch program waivers addressing COVID-19

CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.702 Family and Medical Leave Act of 1993

Management Resources: (see next page)

COVID-19 MITIGATION PLAN (continued)

Management Resources:

CSBA PUBLICATIONS

Sample School Board Resolution on Grading During Emergency School Closures

The Resource Guide: Turning Crisis into Opportunity, Delegate Assembly Report, May 2021

Understanding and Addressing Disruptions to Learning During the COVID-19 Pandemic, May 2021

CALIFORNIA COLLABORATION FOR EDUCATIONAL EXCELLENCE PUBLICATIONS

Statewide Instructional Mode Survey Frequently Asked Questions (FAQs), September 14, 2021

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Safe Return to In-Person Instruction and Continuity of Services Plan Template

FAQs for 2019 Novel Coronavirus

FAQs on Grading and Graduation Requirements

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS

COVID-19 Public Health Guidance for K-12 Schools in California, 2021-22 School Year, September 1, 2021

Requirement for Universal Masking Indoors at K-12 Schools, August 23, 2021

State Public Health Officer Order of August 11, 2021

State Public Health Officer Order of June 11, 2021

CALIFORNIA DIVISION OF OCCUPATIONAL SAFETY AND HEALTH PUBLICATIONS

COVID-19 Prevention Emergency Temporary Standards - Fact Sheets, Model Written Program and Other Resources

CDPH Guidance for the Prevention of COVID-19 Transmission for Gathering, March 16, 2020

School Guidance on Novel Coronavirus or COVID-19, March 7, 2020

CALIFORNIANS TOGETHER PUBLICATIONS

Teaching and Learning During Uncertain Times: A Review of Learning Continuity Plans

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

Guidance for COVID-19 Prevention in K-12 Schools, August 5, 2021

Considerations for Schools, rev. May 19, 2020

Interim Guidance for Schools and Day Camps, May 2020

Interim Guidance for Administrators of U.S. K-12 Schools and Child Care Programs to Plan, Prepare, and Respond to Coronavirus Disease 2019 (COVID-19), March 25, 2020

INSTITUTE OF EDUCATION SCIENCES PUBLICATIONS

Addressing Trauma in Educational Settings, Module 1: Impacts and Symptoms of Trauma and Relevant Strategies to Support Students, Webinar, November 2020

NATIONAL CENTER FOR LEARNING DISABILITIES PUBLICATIONS

Promising Practices to Accelerate Learning for Students with Disabilities During COVID-19 and Beyond

NATIONAL SCHOOL PUBLIC RELATIONS ASSOCIATION PUBLICATIONS

Coronavirus Communications Crisis for Public Schools guide

OFFICE OF MANAGEMENT AND BUDGET PUBLICATIONS

Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the Novel Coronavirus (COVID-19) Due to Loss of Operations, Memorandum M-20-17, March 19, 2020

U.S. DEPARTMENT OF LABOR POSTERS

Employee Rights: Paid Sick Leave and Expanded Family and Medical Leave Under the Families First Coronavirus Response Act

POLICY ANALYSIS FOR CALIFORNIA EDUCATION (PACE) PUBLICATIONS

Evidence-Based Practices for Assessing Students' Social and Emotional Well-Being, February 2021

Management Resources continued: (see next page)

COVID-19 MITIGATION PLAN (continued)

Management Resources continued:

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Confronting COVID-19-Related Harassment in Schools, August 2021

ED COVID-19 Handbook, Volume 1: Strategies for Safely Reopening Elementary and Secondary Schools, August 2021

ED COVID-19 Handbook, Volume 2: Roadmap to Reopening Safely and Meeting All Students' Needs, August 2021

Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021

Long COVID under Section 504 and the IDEA: A Resource to Support Children, Students, Educators, Schools, Service Providers, and Families, July 2021

WEB SITES

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

California Collaborative for Educational Excellence: <https://ccee-ca.org>

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

California Department of Public Health: <https://www.cdph.ca.gov>

Centers for Disease Control and Prevention: <https://www.cdc.gov/coronavirus/2019-ncov>

California Division of Occupational Safety and Health: <https://www.dir.ca.gov/dosh>

California Interscholastic Federation: <https://cifstate.org/covid-19/index>

Office of the Governor: <https://www.gov.ca.gov>

Office of Management and Budget: <https://www.whitehouse.gov/omb>

State of California Safe Schools for All Hub: <https://schools.covid19.ca.gov>

U.S. Department of Labor: <https://www.dol.gov>

World Health Organization: <https://www.who.int>

CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3516.5(a)

EMERGENCY SCHEDULES

In order to provide for the safety of students and staff, the Governing Board authorizes the Superintendent or designee to close a school site, change the regular school day schedule, or take any necessary action when hazardous environmental or weather conditions or other emergencies warrant.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 4157/4257/4357 - Employee Safety)

(cf. 5142 - Safety)

(cf. 6112 - School Day)

Note: Education Code 41420 requires every district to have at least 175 days of instruction to receive full average daily attendance (ADA) reimbursement. However, pursuant Pursuant to Education Code 41422 and 46392, a district may apply to the Superintendent of Public Instruction to obtain apportionment credit for days and minutes lost due to emergency closure and material decreases in attendance due to emergency events when one or more schools are prevented from meeting this minimum requirement because of such as a fire, flood, impassable roads, epidemic, earthquake, imminence of a major safety hazard, strike involving transportation services to students provided by a nonschool entity, or other "extraordinary condition" so that it may receive full average daily attendance ADA apportionment reimbursement.

When an emergency condition causes a school closure, reduction in attendance, or change in schedule pursuant to Education Code 41422 or 46392, thereby preventing the district from complying with the minimum number of instructional days or minutes required by law, the Superintendent or designee shall complete and submit to the Superintendent of Public Instruction (SPI) the necessary forms and/or affidavits for obtaining approval of apportionment credit for the days of the closure, reduction in attendance, or change in schedule. The Superintendent or designee shall submit other relevant district records as may be required.

(cf. 3580 - District Records)

(cf. 6111 - School Calendar)

Note: Education Code 46393, as added by AB 130 (Ch. 44, Statutes of 2021), requires districts submitting affidavits regarding emergency events occurring after September 1, 2021 to certify that the district has a plan for offering independent study to impacted students.

For school closures due to emergency events occurring after September 1, 2021, the Superintendent or designee shall develop a plan for offering independent study within 10 days of school closure to any student impacted by the emergency condition. The plan shall also address the establishment, within a reasonable time, of independent study master agreements as specified in BP 6158 - Independent Study. The plan shall

EMERGENCY SCHEDULES (continued)

require reopening in person as soon as possible once allowable under the direction from the city or county health officer. The Superintendent or designee shall certify that the district has a plan for independent study in the affidavit submitted to the SPI pursuant to Education Code 46392. (Education Code 46393)

(cf. 6158 - Independent Study)

Note: Vehicle Code 34501.6 mandates the Governing Board of any district that provides student transportation to adopt procedures that limit the home-to-school operation of school buses when atmospheric conditions reduce visibility to 200 feet or less; see AR 3543 - Transportation Safety and Emergencies for language implementing this mandate. The following **optional** paragraph may be revised to reflect district practice.

The Superintendent or designee shall establish a system for informing students and parents/guardians when school buses are not operating as scheduled, the school day schedule is changed, or the school is closed. The district's notification system shall include, but is not limited to, notifying local television and radio stations, posting on district web site(s), sending email and text messages, and/or making telephone calls.

(cf. 1112 - Media Relations)

(cf. 1113 - District and School Web Sites)

(cf. 3542 - School Bus Drivers)

(cf. 3543 - Transportation Safety and Emergencies)

Whenever the school day schedule changes after students have arrived at school, the Superintendent or designee shall ensure that students are supervised in accordance with the procedures specified in the district's emergency and disaster preparedness plan.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Superintendent or designee may provide a means to make up lost instructional time later during the year. Students and parents/guardians shall receive timely **advanced** notice **in advance** of any resulting changes in the school calendar or school day schedule.

Legal Reference: (see next page)

EMERGENCY SCHEDULES (continued)

Legal Reference:

EDUCATION CODE

41420 Required length of school term

41422 Schools not maintained for 175 days

46010 Total days of attendance

46100-~~46192~~ **46208** Attendance; maximum credit; minimum day

46390 Calculation of ADA in emergency

46391 Lost or destroyed ADA records

46392 Decreased attendance in emergency situation

46393 Certification of plan for independent study

VEHICLE CODE

34501.6 School buses; reduced visibility

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION CORRESPONDENCE

90-01 Average Daily Attendance Credit During Periods of Emergency, February 10, 2005

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Frequently Asked Questions - Form J-13A

WEB SITES

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

(11/99 7/10) 9/21

CSBA Sample Board Policy

Certificated Personnel

BP 4131(a)

STAFF DEVELOPMENT

Note: Staff development is not one of the enumerated items within the scope of collective bargaining pursuant to Government Code 3543.2. However, the Public Employment Relations Board (PERB) has found that some aspects of staff development may be negotiable if they are related to an enumerated subject of bargaining, such as working hours, wages, or other enumerated terms or conditions of employment; **see** ~~(United Faculty of Contra Costa Community College District v. Contra Costa Community College District)~~. Because the terms "staff development" and "training" are not always clear, their negotiability, in the absence of an agreement, may be determined by PERB on a case-by-case basis.

The following paragraph has been expanded to emphasize the importance of student well-being and related professional development in the area of social-emotional development and learning. Social-emotional learning is a strategy utilized to improve school climate, which benefits all students including students at higher risk of harassment. See Items #4 and 7 below regarding diverse student populations and school climate, respectively.

The Governing Board believes that, in order to maximize student learning, ~~and~~ achievement, **and well-being**, certificated staff members must be continuously learning and improving **relevant** ~~their~~ skills. The Superintendent or designee shall develop a program of ongoing professional development which includes opportunities for teachers to enhance their instructional and classroom management skills, ~~and~~ become informed about changes in pedagogy and subject matter, **and strengthen practices related to social-emotional development and learning.**

(cf. 6111 - School Calendar)

Note: Education Code 52060-52077 require districts to develop a local control and accountability plan (LCAP) which includes goals aligned with state and local priorities, specific actions aligned to meet those goals, and a budget aligned to fund those specific actions; see BP/AR 0460 - Local Control and Accountability Plan. The district's staff development program should be aligned with its priorities and goals as outlined in the LCAP and other applicable district and school plans.

The Superintendent or designee shall involve teachers, site and district administrators, and others, as appropriate, **when creating, reviewing, and amending in the development of** the district's staff development program. ~~He/she~~ **The Superintendent or designee** shall ensure that the district's staff development program is aligned with district priorities for student **learning**, achievement **and well-being**, school improvement objectives, the local control and accountability plan, and other district and school plans.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0420 - School Plans/Site Councils)

(cf. 0460 - Local Control and Accountability Plan)

Note: Items #1-11 below are **optional** and may be revised to reflect district practice.

STAFF DEVELOPMENT (continued)

The district's staff development program shall assist certificated staff in developing knowledge and skills, including, but not limited to:

1. Mastery of subject-matter knowledge, including current state and district academic standards

(cf. 6011 - Academic Standards)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
(cf. 6142.2 - World ~~Foreign~~ Language Instruction)
(cf. 6142.3 - Civic Education)
(cf. 6142.5 - Environmental Education)
(cf. 6142.6 - Visual and Performing Arts Education)
(cf. 6142.7 - Physical Education and Activity)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6142.91 - Reading/Language Arts Instruction)
(cf. 6142.92 - Mathematics Instruction)
(cf. 6142.93 - Science Instruction)
(cf. 6142.94 - History-Social Science Instruction)

2. Use of effective, subject-specific teaching methods, strategies, and skills

Note: The State Board of Education's California Digital Learning Integration and Standards Guidance, adopted pursuant to SB 98 (Ch. 24, Statutes of 2020), provides recommendations for staff development regarding technology-based learning. It encompasses curriculum and instructional guidance for mathematics, English language arts, and English language development, including a framework for addressing critical standards, formative and diagnostic assessment, recommended aggregate time for instruction and independent work by grade, and guidance on embedding social-emotional supports for students into technology-based learning curriculum. Although this guidance was written in response to COVID-19, it is intended to be used as a resource for the re-envisioning of education and digital teaching and learning.

Education Code 51745-51749.6, as amended by AB 130 (Ch. 44, Statutes of 2021), contain specified requirements for districts offering technology-based instruction pursuant to an independent study program. See BP/AR 6158 - Independent Study.

3. Use of technologies to enhance instruction **and learning, including face-to-face, remote, or hybrid instruction**

(cf. 0440 - District Technology Plan)
(cf. 4040 - Employee Use of Technology)
(cf. 4113.5/4213.5/4313.5 - Working Remotely)
(cf. 6158 - Independent Study)
(cf. 6163.4 - Student Use of Technology)

Note: Pursuant to Education Code 218, the California Department of Education (CDE) has developed and/or updated resources, available on its web site, for use in schools serving students in grades 7-12 for in-service training for the support of lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ) students, and strategies to increase support for LGBTQ students which

STAFF DEVELOPMENT (continued)

improve overall school climate. Pursuant to Education Code 218, districts that serve students in grades 7-12 are encouraged to use such resources to provide training at least once every two years to teachers and other certificated staff.

4. Sensitivity to and ability to meet the needs of diverse student populations, including, but not limited to, students **with characteristics specified in Education Code 200 and/or 220, Government Code 11135, and/or Penal Code 422.55** ~~of various racial and ethnic groups, students with disabilities, English learners, economically disadvantaged students, foster youth, gifted and talented students, and at risk students~~

(cf. 0410 - Nondiscrimination/Harassment)

(cf. 0415 - Equity)

(cf. 4112.22 - Staff Teaching English Learners)

(cf. 4112.23 - Special Education Staff)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 5147 - Dropout Prevention)

(cf. 6141.5 - Advanced Placement)

(cf. 6171 - Title I Programs)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Learners)

(cf. 6175 - Migrant Education Program)

5. Understanding of how academic and career technical instruction can be integrated and implemented to increase student learning

(cf. 6178 - Career Technical Education)

6. Knowledge of strategies that encourage parents/guardians to participate fully and effectively in their children's education

(cf. 1240 - Volunteer Assistance)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

7. Effective classroom management skills and strategies for establishing a climate that promotes respect, fairness, **acceptance, tolerance, and civility** ~~and discipline~~, including conflict resolution, ~~and~~ **hatred prevention, and positive behavioral interventions and supports**

(cf. 1313 - Civility)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

STAFF DEVELOPMENT (continued)

(cf. 5145.9 - Hate-Motivated Behavior)

8. Ability to relate to students, understand their various stages of growth and development, and motivate them to learn
9. Ability to interpret and use data and assessment results to guide instruction

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6162.5 - Student Assessment)

Note: The following paragraph has been expanded to include social-emotional learning and trauma-informed practices.

The Collaborative for Academic, Social, and Emotional Learning describes social-emotional learning as, "the process through which all young people and adults acquire and apply the knowledge, skills, and attitudes to develop healthy identities, manage emotions and achieve personal and collective goals, feel and show empathy for others, establish and maintain supportive relationships, and make responsible and caring decisions."

Trauma-informed practices include recognizing and responding appropriately to students who have experienced trauma in order to minimize disruption to learning, academic achievement, and physical and emotional well-being.

10. Knowledge of topics related to student **mental and physical** health, safety, and welfare, **which may include social-emotional learning and trauma-informed practices**

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5030 - Student Wellness)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.63 - Steroids)

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5141.5 - Mental Health)

(cf. 5141.52 - Suicide Prevention)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

11. Knowledge of topics related to employee health, safety, and security

(cf. 3514.1 - Hazardous Substances)

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

(cf. 4119.12 - Title IX Sexual Harassment Complaint Procedures)

(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)

STAFF DEVELOPMENT (continued)

(cf. 4119.42/4219.42/4319.42- Exposure Control Plan for Bloodborne Pathogens)
(cf. 4119.43/4219.43/4319.43 - Universal Precautions)
(cf. 4157/4257/4357 - Employee Safety)
(cf. 4158/4258/4358 - Employee Security)

Note: The following **optional** paragraph may be revised to reflect district practice. Education Code 44277 encourages districts to establish individualized professional growth programs for teachers and other educators based on a needs assessment and to evaluate such programs based on specified criteria. Districts may assist teachers with preliminary credentials to meet the qualifications required for a professional clear credential, and are required to provide support and guidance to teachers participating in internship programs (Education Code 44325-44328, 44450-44468, and 44830.3) and teachers who possess a short-term staff permit (5 CCR 80021), **a** provisional internship permit (5 CCR 80021.1), or **an** emergency permit (Education Code 44300; 5 CCR 80023-80026.6); see AR 4112.2 - Certification and AR 4112.21 - Interns.

The Superintendent or designee shall, in conjunction with teachers, interns, and administrators, as appropriate, develop an individualized program of professional growth to increase competence, performance, and effectiveness in teaching and classroom management and, as necessary, to assist them in meeting state or federal requirements to be fully qualified for their positions.

(cf. 4112.2 - Certification)
(cf. 4112.21 - Interns)
(cf. 4131.1 - Teacher Support and Guidance)

~~Note: Pursuant to Education Code 44277, as amended by SB 1060 (Ch. 199, Statutes of 2014), acceptable professional learning activities must meet specified criteria.~~

Professional learning opportunities offered by the district shall be evaluated based on the criteria specified in Education Code 44277. Such opportunities may be part of a coherent plan that combines school activities within a school, including lesson study or co-teaching, and external learning opportunities that are related to academic subjects taught, provide time to meet and work with other teachers, and support instruction and student learning. Learning activities may include, but are not limited to, mentoring projects for new teachers, extra support for teachers to improve practice, and collaboration time for teachers to develop new instructional lessons, select or develop common formative assessments, or analyze student data. (Education Code 44277)

The district's staff evaluation process may be used to recommend additional individualized staff development for individual employees.

(cf. 4115 - Evaluation/Supervision)

The Board may budget funds for actual and reasonable expenses incurred by staff who participate in staff development activities.

(cf. 3100 - Budget)

STAFF DEVELOPMENT (continued)

(cf. 3350 - Travel Expenses)

The Superintendent or designee shall provide a means for continual evaluation of the benefit of staff development activities to both staff and students and shall regularly report to the Board regarding the effectiveness of the staff development program. Based on the Superintendent's report, the Board may revise the program as necessary to ensure that the staff development program supports the district's priorities for student achievement **and well-being**.

(cf. 0500 - Accountability)

Legal Reference:

EDUCATION CODE

200 Educational equity

218 Lesbian, gay, bisexual, transgender, queer, and questioning student resources

220 Prohibition of discrimination

44032 Travel expense payment

44259.5 Standards for teacher preparation

44277 Professional growth programs for individual teachers

44300 Emergency permits

44325-44328 District interns

44450-44468 University internship program

~~44570-44578 Inservice training, secondary education~~

44830.3 District interns

45028 Salary schedule and exceptions

48980 Notification of parents/guardians; schedule of minimum days

51745-51749.6 Independent study

52060-52077 Local control and accountability plan

56240-56245 Staff development; service to persons with disabilities

99200-~~99204 99206~~ Subject matter projects

GOVERNMENT CODE

3543.2 Scope of representation of employee organization

11135 Discrimination

PENAL CODE

422.55 Hate crime

CODE OF REGULATIONS, TITLE 5

13025-13044 Professional development and program improvement

80021 Short-term staff permit

80021.1 Provisional internship permit

80023-80026.6 Emergency permits

UNITED STATES CODE, TITLE 20

1681-1688 Discrimination based on sex or blindness, Title IX

6601-~~6692 6702~~ Preparing, Training, and Recruiting High Quality Teachers and Principals

Legal Reference continued: (see next page)

STAFF DEVELOPMENT (continued)

Legal Reference: (continued)

UNITED STATES CODE TITLE 29

794 Rehabilitation Act of 1973, Section 504

UNITED STATES CODE TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

12101-12213 Americans with Disabilities Act

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

United Faculty of Contra Costa Community College District v. Contra Costa Community College District, (1990) PERB ~~Order~~ Dec. No. 804, 14 PERC P21-085

Management Resources:

CSBA PUBLICATIONS

Governing to the Core: Professional Development for Common Core, Governance Brief, May 2013

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Digital Learning Integration and Standards Guidance, June 2021

Social and Emotional Learning in California, A Guide to Resources, October 2018

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California Standards for the Teaching Profession (CSTP), 2009

WEB SITES

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

California Department of Education, Professional Learning: <http://www.cde.ca.gov/pd>

California Department of Education, Supporting LGBTQ+ Students:

<https://www.cde.ca.gov/pd/ee/supportlgbtq.asp>

California Subject Matter Projects: <http://csmj.ucop.edu>

Collaborative for Academic, Social, and Emotional Learning: <https://case1.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Public Employment Relations Board: <https://perb.ca.gov>

(12/13 7/15) 9/21

CSBA Sample Board Policy

Instruction

BP 6120(a)

RESPONSE TO INSTRUCTION AND INTERVENTION

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

"Response to **instruction and** intervention" (RTI²) is a strategy of organizing instruction and support resources in the general education program to help **improve learning and behavioral outcomes** ~~close the achievement gaps~~ for all students, including students at risk, students with disabilities, and English learners. **It allows for, based on individual student needs, early identification, intensive instruction and intervention, and progress monitoring for students who are struggling academically and/or behaviorally.** In this strategy, a student who is suspected of having a learning disability or who is showing academic delays is provided intensive instruction and intervention for a specified period of time before the educational problems increase in intensity and special education seems the only viable option. During this period, the student's academic progress is frequently measured to see if the interventions are sufficient to help the student catch up with his/her peers. If the student fails to show significant progress, this failure to "respond to intervention" can be viewed as evidence of a specific learning disability, thus qualifying the student for evaluation of the need for special education services.

Multi-Tiered System of Supports (MTSS) is described by the California Department of Education (CDE) as an integrated, comprehensive framework for districts that focuses on common core state standards, core instruction, differentiated and student-centered learning, individualized student needs, and the alignment of supports necessary for academic, behavioral, and social success. MTSS is connected to the eight state priorities in the local control and accountability plan, and encompasses inclusive academic instruction as reflected in the California state standards and frameworks, RtI², behavior instruction such as positive behavioral interventions and supports and restorative practices, and social-emotional learning. Districts that have an established MTSS may integrate the RtI² system into such framework.

The California Department of Education (CDE) has expanded the term RTI to "response to instruction and intervention" (RtI²) to include the full spectrum of instruction to meet the academic and behavioral needs of students and as a method to reduce the disproportionate representation of certain subpopulations of students identified as needing special education. RtI² is consistent with the identification of students under the Individuals with Disabilities Education Act (20 USC 1400-1482). According to the CDE, RtI² integrates resources from general education, categorical programs, and special education into a comprehensive system of core instruction and interventions to benefit every student. As part of the state's Quality Assurance Process, the CDE will examine whether districts have a disproportionate representation of racial and ethnic groups in special education and related services that is the result of inappropriate identification.

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

The Governing Board desires to **improve learning and behavioral outcomes for all students by providing** ~~provide~~ a high-quality, data-driven educational program **that** ~~to~~ meets the learning and behavioral needs of each student and ~~to help~~ **reduces** disparities in achievement among subgroups of students. Students who are not making academic progress pursuant to district measures of performance **and/or are struggling behaviorally** shall receive intensive instruction and intervention supports designed to meet ~~their~~ individual learning needs, **with progress monitored.**

RESPONSE TO INSTRUCTION AND INTERVENTION (continued)*(cf. 0000 - Vision)**(cf. 0200 - Goals for the School District)**(cf. 0415 - Equity)**(cf. 0460 - Local Control and Accountability Plan)**(cf. 6000 - Concepts and Roles)**(cf. 6011- Academic Standards)*

The Superintendent or designee shall convene a team **of that may include, as appropriate, staff with knowledge of curriculum and instruction, student services, special education, and instructional and behavioral support,** certificated personnel, other district staff, and parents/guardians ~~as appropriate,~~ to assist in designing the district's Response to Instruction and Intervention (RtI²) system, based on an examination of indicators of district and schoolwide student achievement **and social-emotional well-being.**

*(cf. 0500 - Accountability)**(cf. 4115 - Evaluation/Supervision)**(cf. 5123 - Promotion/Acceleration/Retention)**(cf. 5147 - Dropout Prevention)**(cf. 6164.2 - Guidance/Counseling Services)**(cf. 6171 - Title I Programs)**(cf. 6174 - Education for English Learners)**(cf. 6179 - Supplemental Instruction)*

The district's RtI² system shall include instructional strategies and interventions with demonstrated effectiveness and shall be aligned with the district curriculum and assessments. **The Superintendent or designee may conduct ongoing screening to determine student needs, analyze data, identify interventions for students not making adequate academic progress, monitor the effectiveness of the interventions, and adjust interventions according to efficacy.**

*(cf. 6141 - Curriculum Development and Evaluation)**(cf. 6142.91 - Reading/Language Arts Instruction)**(cf. ~~6142.92 6142.93~~ - Mathematics Instruction)**(cf. 6162.5 - Student Assessment)**(cf. 6162.51 - State Academic Achievement Tests)**(cf. 6190 - Evaluation of the Instructional Program)*

<p>Note: The CDE has identified core components of the RtI² model. The remainder of this policy reflects these core components and should be modified to reflect district practice.</p>

The district's RtI² system shall include research-based, standards-based, culturally relevant instruction for students in the general education program; universal screening and continuous classroom monitoring to determine students' needs and to identify those students who are not making progress; criteria for determining the types and levels of interventions to be provided; and subsequent monitoring of student progress to determine the effectiveness of the intervention and to make changes as needed.

RESPONSE TO INSTRUCTION AND INTERVENTION (continued)

Note: ~~The~~ CDE has identified **ten** core components of the RtI² model, **reflected below in Item #s 1-10**. **CDE's web site contains resources for each listed component.** The remainder of this policy reflects these core components and should be modified to reflect district practice.

Additionally, the districts RtI² system shall provide for:

1. High-quality classroom instruction

2. High expectations

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

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

3. Assessments and data collection

4. Problem-solving systems approach

5. Research-based interventions

6. Positive behavioral support

7. Fidelity of program implementation

8. Staff development and collaboration, which may include training in the use of assessments, data analysis, research-based instructional practices and strategies and emphasize a collaborative approach of professional learning communities among teachers within and across grade spans

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

9. Parent/guardian and family involvement, including collaboration and engagement

The Superintendent or designee ~~Staff~~ shall ensure that parents/guardians are involved at all stages of the instructional, ~~and~~ intervention, **and progress monitoring** process. Parents/guardians shall be kept informed of ~~their child's progress and provided information regarding~~ the services that **have and** will be provided, the strategies being used to increase the student's rate of learning, **the supports provided to improve behavioral difficulties**, and ~~information about~~ the performance data that **has and** will be collected.

RESPONSE TO INSTRUCTION AND INTERVENTION (continued)

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

Note: RtI² is consistent with the identification of students under the Individuals with Disabilities Education Act (20 USC 1400-1482). can be viewed as evidence of a specific learning disability, thus qualifying the student for evaluation of the need for special education services.

RtI² may reduce referrals for special education, including a reduction in the disproportionate representation of certain subpopulations of students identified as needing special education. As part of the state's Quality Assurance Process, the CDE will examine whether districts have a disproportionate representation of racial and ethnic groups in special education and related services that is the result of inappropriate identification.

However, the U.S. Department of Education's Office of Special Education Programs Memorandum 11-07 states that districts have an obligation to ensure that evaluations of students suspected of having learning disabilities are not delayed or denied due to implementation of response to intervention (RTI) strategies. Additionally, in M.M. v. Lafayette School District, the Ninth Circuit Court of Appeals held that the district violated the Individuals with Disabilities Education Act procedural requirements by failing to ensure that RTI data was documented and carefully considered by the entire individualized education program team, and failing to provide the parents with the RTI data, resulting in the parents being unable to give informed consent for both the initial evaluation and the special education services, even when the district did not use the RTI data to determine eligibility. See AR 6164.4 - Identification and Evaluation of Individuals for Special Education.

10. Consideration of further evaluation utilizing RtI² data

When data from the RtI² system indicate that a student may have a specific learning disability, the The RtI² system may be utilized as one component when considering student may be referred the referral of a student for evaluation for special education or other services

(cf. 6159 - Individualized Education Program)
(cf. 6159.4 - Behavioral Interventions for Special Education Students)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.5 - Student Success Teams)
*(cf. 6164.6 - Identification and **Education Evaluation** Under Section 504)*

The district shall provide staff development to teachers regarding the use of assessments, data analysis, and research based instructional practices and strategies. In addition, the district's RtI² system shall emphasize a collaborative approach of professional learning communities among teachers within and across grade spans.

(cf. 4131 - Staff Development)
(cf. 4331 - Staff Development)

RESPONSE TO INSTRUCTION AND INTERVENTION (continued)

~~Staff shall ensure that parents/guardians are involved at all stages of the instructional and intervention process. Parents/guardians shall be kept informed of their child's progress and provided information regarding the services that will be provided, the strategies being used to increase the student's rate of learning, and information about the performance data that will be collected.~~

~~(cf. 5020 – Parent Rights and Responsibilities)~~

~~(cf. 6020 – Parent Involvement)~~

Legal Reference:

EDUCATION CODE

56329 Assessment, written notice to parent

56333-56338 Eligibility for specific learning disabilities

56500-56509 Procedural safeguards

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act, especially:

1416 Monitoring, technical assistance, and enforcement

CODE OF FEDERAL REGULATIONS, TITLE 34

~~300.301-300.11 Evaluations, reevaluations, and additional procedures for identifying children with specific learning disabilities~~

~~300.307 Specific learning disabilities~~

~~300.309 Determining the existence of specific learning disabilities~~

~~300.311 Specific documentation for eligibility determination~~

COURT DECISIONS

~~M.M. v. Lafayette School District (9th Cir. 2014) 767 F.3d 842~~

Management Resources:

CSBA PUBLICATIONS

~~Best Practices in Special Education, Governance Brief, May 2019~~

CALIFORNIA DEPARTMENT OF EDUCATION CORRESPONDENCE

~~Response to Instruction and Intervention, 2008~~

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

~~Disproportionality Calculation Methodologies~~

NATIONAL COUNCIL ON DISABILITY PUBLICATIONS

~~IDEA Series: Every Student Succeeds Act and Students with Disabilities, February 2018~~

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

~~Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021~~

~~A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011~~

Management Resources: (see next page)

RESPONSE TO INSTRUCTION AND INTERVENTION (continued)

Management Resources: (continued)

WEB SITES

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

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

National Center for Learning Disabilities RTI Action Network: <http://www.rtinetwork.org>

National Council on Disability: <https://ncd.gov>

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

CSBA Sample Board Policy

Instruction

BP 6164.4(a)

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION

Note: **If the Special Education Local Plan Area (SELPA) in which the district participates maintains a policy on this topic, then the following policy and administrative regulation may be deleted and/or modified for consistency with the SELPA's procedures. Districts that delete and/or modify this policy should consult legal counsel as appropriate.**

Education Code 56300 and 34 CFR 300.111 require each district, SELPA, or county office of education to actively seek out all residents from birth to age 21 (~~not "through" age 21~~) who have disabilities as defined by Education Code 56026. The district, SELPA, or county office is also required to include a "child find" process to identify children with disabilities placed by their parents/guardians in private schools; see BP/AR 6164.41 - Children with Disabilities Enrolled by Their Parents in Private Schools.

Pursuant to Education Code 56320.1, Identification—identification, evaluation, assessment, and instructional planning procedures for children younger than age 3 must conform with Education Code 56425-56432 and the California Early Intervention Services Act (Government Code 95000-95029). **Pursuant to Government Code 95014, The the** California Department of Education and local education agencies are responsible for providing early intervention services to infants and toddlers who have visual, hearing, or severe orthopedic impairments; the Department of Developmental Services and its regional centers must provide services to all other eligible children in this age group. **The law—Government Code 95014** also requires regional centers and local education agencies to coordinate family service plans for infants and toddlers and their families. Education Code 56441.11 sets forth eligibility criteria for preschool children ages 3-5.

The Governing Board recognizes the need to actively seek out and evaluate district residents from birth to age 21 who have disabilities in order to provide them with appropriate educational opportunities in accordance with state and federal law.

(cf. 0430 - Comprehensive Local Plan for Special Education)

(cf. 6164.41 - Children with Disabilities Enrolled by Their Parents in Private School)

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

Note: Education Code 56301 **mandates** that districts, SELPAs, or county offices have policies and procedures for a continuous "child find" system which addresses the relationships among identification, screening, referral, evaluation, planning, implementation, review, and triennial assessment.

The U.S. Department of Education's Office of Special Education Programs (OSEP) has emphasized that districts are required to fully implement the Individuals with Disabilities Education Act (IDEA) during the COVID-19 pandemic, including the requirement to meet child find obligations. In the Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, OSEP encourages districts to reexamine the efficacy of existing child find practices in light of the educational disruptions caused by the COVID-19 pandemic.

Pursuant to Education Code 56302.5, the term "assessment" as used in state law has the same meaning as "evaluation" provided in 20 USC 1414, the federal **IDEA Individuals with Disabilities Education Act (IDEA)** and accompanying federal regulations. The following policy and administrative regulation use the terms interchangeably.

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

The Superintendent or designee shall establish a comprehensive **child find** system that includes procedures for the identification, screening, referral, **and regular assessment**, and triennial assessment of individuals eligible for special education, as well as procedures for the planning, implementation, and review of the special education and related services provided to such individuals. (Education Code 56301)

The district's identification procedures shall include **systematic** methods for utilizing referrals from parents/guardians, teachers, **agencies**, appropriate professionals, and **others other members of the public**, and shall be coordinated with school site procedures for referral of students whose needs cannot be met with modifications to the regular instructional program. (Education Code 56302)

Note: Education Code 56301 **mandates** policy ensuring the following notification. See the accompanying administrative regulation for specific notification requirements.

The Superintendent or designee shall notify parents/guardians, in writing, of their rights related to identification, referral, assessment, instructional planning, implementation, and review, including the right to consent to any assessment concerning their child. In addition, the Superintendent or designee shall notify parents/guardians of procedures for initiating a referral for assessment to identify individuals **for special education services who need special education services**. (Education Code 56301)

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

(cf. 3541.2 - Transportation for Students with Disabilities)

(cf. 4112.23 - Special Education Staff)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 5145.6 - Parental Notifications)

(cf. 6159 - Individualized Education Program)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)

(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)

(cf. 6162.51 - State Academic Achievement Tests)

Legal Reference: (see next page)

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

Legal Reference:

EDUCATION CODE

44265.5 *Professional preparation for teachers of impaired students*

56000-56885 *Special education programs, especially:*

56043 *Timelines affecting special education programs*

56195.8 *Adoption of policies*

56300-~~56304~~**56305** *Identification of individuals with disabilities*

56320-~~56331~~**56330** *Assessment*

56333-56338 *Eligibility criteria for specific learning disabilities*

56340-56347 *Instructional planning and individualized education program*

56381 *Reassessment of students*

56425-56432 *Early education for individuals with disabilities*

56441.11 *Eligibility criteria, children ages 3-5*

56445 *Transition to grade school; reassessment*

56500-56509 *Procedural safeguards*

GOVERNMENT CODE

95000-95029.5 *California Early Intervention Services Act*

CODE OF REGULATIONS, TITLE 5

3021-3029 *Identification, referral and assessment*

3030-3031 *Eligibility criteria*

UNITED STATES CODE, TITLE 20

1232g *Family Educational Rights and Privacy Act of 1974*

1400-1482 *Individuals with Disabilities Education Act, especially:*

1412 *State eligibility*

1415 *Procedural safeguards*

CODE OF FEDERAL REGULATIONS, TITLE 34

104.35 *Evaluation and placement*

104.36 *Procedural safeguards*

300.1-300.818 *Individuals with Disabilities Education Act, especially:*

300.301-300.306 *Evaluations and reevaluations*

300.323 *When IEPs must be in effect*

300.502 *Independent educational evaluation*

FEDERAL REGISTER

Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845

COURT DECISIONS

Timothy O. v. Paso Robles Unified School District (9th Cir. 2016) 822 F.3d 1105

M.M. v. Lafayette School District (9th Cir. 2014) 767 F.3d 842

Compton Unified School District v. Addison, (9th Cir. 2010) 598 F.3d 1181

N.B. and C.B v. Hellgate Elementary School District (9th Cir. 2008) 541 F.3d 1202

Hood v. Encinitas Union School District, (2007) 486 F.3d 1099

Management Resources: (see next page)

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Practitioners' Guide for Educating English Learners with Disabilities, 2019

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021

Long COVID under Section 504 and the IDEA: A Resource to Support Children, Students, Educators, Schools, Service Providers, and Families, July 2021

A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011

WEB SITES

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>

U.S. Department of Education, Office of Special Education Programs:

<http://www.ed.gov/about/offices/list/osers/osep>

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CSBA Sample Administrative Regulation

Instruction

AR 6164.4(a)

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION

Referrals for Special Education Services

Note: Pursuant to Education Code 56303, a student should be referred for special education instruction and services only after the resources of the regular education program such as Response to Instruction and Intervention (RtI²) strategies have been considered and, where appropriate, utilized. However, the U.S. Department of Education's Office of Special Education Programs (OSEP) Memorandum 11-07 emphasizes that districts have an obligation to ensure that evaluations of children suspected of having a disability are not delayed or denied because of the implementation of response to intervention strategies.

In the Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, OSEP encourages districts to reexamine the efficacy of existing child find practices and initiate new activities in light of the educational disruptions caused by the COVID-19 pandemic, including through additional screenings; efforts to increase awareness about special education supports and the effects of the COVID-19 pandemic on students' academic performance and social-emotional, behavioral, and mental health needs; public awareness campaigns about developmental screenings in settings frequented by families such as health departments, physician's offices, public parks, amusement parks, shopping malls, and children's stores; social media campaigns on multiple online platforms; partnering with stakeholders such as parent-teacher organizations; and holding screening events in the community.

Additionally, OSEP emphasizes that students who are experiencing long-term COVID-19 effects must be referred for special education evaluation if their symptoms (such as fatigue, mood changes, or difficulty concentrating) are adversely impacting their ability to participate and learn in the general curriculum.

The obligation of a district to refer a student for special education evaluation is a fact-specific determination that must be made on a case-by-case basis.

The Superintendent or designee shall ensure that the district's child find process includes the collection of data and, at reasonable intervals, the screening of such data to determine if students are making adequate progress, as appropriate.

A student shall be referred for special education instruction and services only after the resources of the regular education program have been considered and used where appropriate. (Education Code 56303)

However, the district shall ensure that evaluations of children suspected of having a disability are not delayed or denied because of the implementation of response to intervention strategies.

(cf. 6120 - Response to Instruction and Intervention)
(cf. 6164.5 - Student Success Teams)

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

Note: Pursuant to 34 CFR 300.301, a parent/guardian or district may request an initial evaluation to determine if a student is a student with a disability. OSEP Memorandum 11-07 emphasizes that if a parent/guardian requests an evaluation, and the district agrees with the parent/guardian that the student may be eligible for special education and related services, the district must evaluate the child. If the district does not suspect that the child has a disability and denies the request for an initial evaluation, the district must provide written notice to the parent/guardian, pursuant to 34 CFR 300.503, explaining the basis for such decision.

A parent/guardian or the district may initiate a request for an initial evaluation to determine if the student is a student with a disability. (34 CFR 300.301)

When a verbal referral is made, staff shall offer assistance to the individual to make the request in writing and shall assist the individual if the individual requests such assistance. (5 CCR 3021)

All referrals from school staff ~~for special education and related services~~ **for an initial evaluation** shall include a brief reason for the referral and description of the regular program resources that were considered and/or modified for use with the student ~~and their effect and,~~ **when appropriate, the results of intervention. This documentation shall not delay the timelines for completing the assessment plan or assessment.** (5 CCR 3021)

Initial Evaluation for Special Education Services

Before the initial provision of special education and related services to a student with a disability, the district shall conduct a full and individual initial evaluation of the student. (Education Code 56320; 34 CFR 300.301)

Upon receipt of a referral of any student for special education and related services, a proposed evaluation plan shall be developed within 15 **calendar** days, not counting days between the student's regular school sessions or terms or **calendar** days of school vacation in excess of five school days, unless the parent/guardian agrees, in writing, to an extension. If the referral is made within 10 days or less prior to the end of the student's regular school year or term, the proposed evaluation plan shall be developed within 10 days after the beginning of the next regular school year or term. (Education Code 56043, 56321)

The proposed evaluation plan shall meet all of the following requirements: (Education Code 56321)

1. Be in a language easily understood by the general public

Note: 34 CFR 300.29 defines "native language" as the language normally used by the individual ~~and, for a child, the language regularly used in the home environment.~~

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

2. Be provided in the native language of the parent/guardian or other mode of communication used by the parent/guardian unless it is clearly not feasible
3. Explain the types of evaluation to be conducted
4. State that no individualized education program (IEP) will result from the evaluation without parent/guardian consent

(cf. 6159 - Individualized Education Program)

A copy of the notice of a parent/guardian's rights and procedural safeguards shall be attached to the evaluation plan. (Education Code 56321)

The proposed written evaluation plan shall include a description of recent assessments conducted, including available independent assessments and assessment information requested by the parent/guardian to be considered, as well as information indicating the student's primary language and the student's primary language proficiency as determined by Education Code section 52164.1. (5 CCR 3022)

Note: 34 CFR 300.504 requires the district to provide parents/guardians with written notice prior to conducting the initial evaluation. For contents of the prior written notice, see AR 6159.1 - Procedural Safeguards and Complaints for Special Education.

Education Code 56329 clarifies the factors to consider when making a determination of eligibility (Item #2 below) and specifies circumstances in which a parent/guardian may be entitled to an independent educational evaluation (IEE) (Items #4 and #5 below).

Before conducting an initial evaluation, the district shall provide the parent/guardian with prior written notice in accordance with 34 CFR 300.503. In addition, as part of the evaluation plan, the parent/guardian shall receive written notice that includes all of the following information: (Education Code 56329; 34 CFR 300.304, **300.502**, 300.504)

1. Upon completion of the administration of tests and other evaluation materials, an IEP team meeting that includes the parent/guardian or the parent/guardian's representative shall be scheduled pursuant to Education Code 56341. At this meeting, the team shall determine whether or not the student is a student with disabilities, as defined in Education Code 56026, and shall discuss the evaluation, the educational recommendations, and the reasons for the recommendations.
2. When making a determination of eligibility for special education, the district shall not determine that the student is disabled if the primary factor for such determination is lack of appropriate instruction in reading, including the essential components of

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

reading instruction as defined in 20 USC 6368, lack of appropriate instruction in mathematics, or limited English proficiency, **if the student does not otherwise meet the eligibility criteria under 34 CFR 300.8.**

3. A copy of the evaluation report and the documentation of determination of eligibility shall be given to the parent/guardian.
4. If the parent/guardian disagrees with an evaluation obtained by the district, the parent/guardian has the right to obtain, at public expense, an independent educational evaluation (IEE) of the student from qualified specialists, in accordance with 34 CFR 300.502. The parent/guardian is entitled to only one such evaluation at public expense each time the district conducts an assessment with which the parent/guardian disagrees.

If the district observed the student in conducting its evaluation, or if its evaluation procedures make it permissible to have in-class observation of the student, an equivalent opportunity shall apply to the IEE. This equivalent opportunity shall apply to the student's current placement and setting as well as observation of the district's proposed placement and setting, if any, regardless of whether the IEE is initiated before or after the filing of a due process hearing proceeding.

5. The district may initiate a due process hearing pursuant to Education Code 56500-56508 to show that its evaluation is appropriate. If the final decision resulting from the due process hearing is that the evaluation is appropriate, the parent/guardian maintains the right for an IEE, but not at public expense.

If the parent/guardian obtains an IEE at private expense, the results of the IEE shall be considered by the district with respect to the provision of a free appropriate public education (FAPE) to the student, and may be presented as evidence at a due process hearing regarding the student. If the district observed the student in conducting its evaluation, or if its evaluation procedures make it permissible to have in-class observation of a student, an equivalent opportunity shall apply to an IEE of the student in the student's current educational placement and setting and in any educational placement and setting proposed by the district, regardless of whether the IEE is initiated before or after the filing of a due process hearing.

6. If the parent/guardian proposes a publicly financed placement of the student in a nonpublic school, the district shall have an opportunity to observe the proposed placement and, if the student has already been unilaterally placed in the nonpublic school by the student's parent/guardian, the student in that proposed placement. Any such observation shall only be of the student who is the subject of the observation and

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

shall not include the observation or evaluation of any other student in the proposed placement unless that other student's parent/guardian consents to the observation or evaluation. The results of any observation or evaluation of another student in violation of Education Code 56329(d) shall be inadmissible in any due process or judicial proceeding regarding FAPE of that other student.

(cf. 5145.6 - Parental Notifications)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

(cf. 6164.41 - Children with Disabilities Enrolled by their Parents in Private School)

Parent/Guardian Consent for Evaluations

Note: Pursuant to Education Code 56321 and 34 CFR ~~300.300-300.301~~ and Education Code 56344, the district must first obtain informed parent/guardian consent before conducting (1) an initial evaluation to determine if the student is a student with a disability or (2) a reevaluation to determine if the student continues to be a student with a disability. See AR 6159 - Individualized Education Program for language regarding parent/guardian consent for the provision of special education services, including the right to revoke such consent.

In *M.M. v. Lafayette School District*, the Ninth Circuit Court of Appeals concluded that the district had a procedural duty to provide the parents with their child's response to instruction (RTI) data when the district sought to obtain their informed consent for the initial evaluation. The district's failure to provide the parents with the RTI data as part of the initial evaluation resulted not only in a procedural violation but also a substantive violation of the Individuals with Disabilities Education Act since the failure prevented the parents from meaningfully participating in the IEP process.

Upon receiving the proposed evaluation plan, the parent/guardian shall have at least 15 days to decide whether to consent to the initial evaluation. The district shall not interpret parent/guardian consent for initial evaluation as consent for initial placement or initial provision of special education services. (Education Code 56321; 34 CFR 300.300)

Informed parental consent means that the parent/guardian: (Education Code 56021.1; 34 CFR 300.9)

1. Has been fully informed, in the parent/guardian's native language or other mode of communication, of all information relevant to the activity for which consent is sought
2. Understands and agrees, in writing, to the carrying out of the activity for which parent/guardian consent is sought and the consent describes that activity and lists the records (if any) that will be released and to whom
3. Understands that the granting of consent is voluntary on the parent/guardian's part and may be revoked at any time

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

4. Understands that if the parent/guardian revokes consent, that revocation is not retroactive (i.e., it does not negate an action that has occurred after the consent was given and before the consent was revoked). **The district is not required to amend the education records of a student to remove any reference to the student's receipt of special education and services if the student's parent/guardian submits a written revocation of consent after the initial provision of special education and related services to the student.**

The district shall make reasonable efforts to obtain the informed consent of the parent/guardian for an initial evaluation or reevaluation of a student. (Education Code 56321; 34 CFR 300.300, 300.322)

Note: It is recommended that the district maintain a record of its attempts to obtain consent, as provided in Items #1-3 below.

The district shall maintain a record of its attempts to obtain consent, **including which may include:** (Education Code 56321, 56341.5; 34 CFR 300.300, 300.322)

1. Detailed records of telephone calls made or attempted and the results of those calls
2. Copies of correspondence sent to the parent/guardian and any responses received
3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

Note: Education Code 56321 and 34 CFR 300.300 and Education Code 56321 provide that if a parent/guardian refuses to consent to an evaluation, the district may, but is not required to, utilize the due process procedures to pursue the evaluation. However, if the district declines to pursue the evaluation, the district ~~shall have satisfied~~ **does not violate** its **child find** obligations under state and federal law.

If a parent/guardian refuses to consent to the initial evaluation or fails to respond to a request to provide consent, the district may, but is not required to, pursue an evaluation by utilizing the procedural safeguards, including the mediation and due process procedures pursuant to 20 USC 1415 and 34 CFR 300.506-300.516. (Education Code 56321; 34 CFR 300.300)

For a student who is a ward of the state and not residing with the student's parent/guardian, **the district shall make reasonable efforts to obtain the informed consent from the parent of the student for an initial evaluation to determine whether the student is a student with a disability.** The district may conduct an initial evaluation without obtaining informed consent if any of the following situations exists: (Education Code 56321.1; 20 USC 1414; 34 CFR 300.300)

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

1. Despite reasonable efforts to do so, the district cannot discover the whereabouts of the parent/guardian of the student.
2. The rights of the parent/guardian of the student have been terminated in accordance with **state California** law.
3. The rights of the parent/guardian to make educational decisions have been subrogated by a judge in accordance with **state California** law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the student.

(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)

The district need not obtain parent/guardian consent before reviewing existing data as part of an evaluation or **reevaluation, or before** administering a test or other evaluation that is administered to all students, unless consent is required from the parents/guardians of all students. (Education Code 56321; 34 CFR 300.300)

Conduct of the Evaluation

Within 60 calendar days of receiving parental consent for the initial assessment of a student, not counting days between the student's regular school sessions, terms, or days of school vacation in excess of five schooldays, a determination whether the student is eligible for special education and the educational needs of the student shall be made, an IEP team meeting shall occur, and an IEP shall be developed, unless the parent/guardian agrees in writing to an extension, pursuant to Education Code 56344. If the 60-day time is interrupted by a student school vacation, the 60-day time shall recommence on the date that student schooldays reconvene and a meeting to develop an IEP for the student shall be conducted within 30 days of a determination that the student needs special education and related services. (Education Code 56043, 56344)

However, when a referral has been made for a student 30 days or less prior to the end of the regular school year, an IEP required as a result of an assessment of the student shall be developed within 30 days after the commencement of the subsequent regular school year. The district shall complete the determination as to whether the student is a student with a disability, conduct the initial evaluation to determine the student's educational needs, and develop an IEP within 60 days of receiving informed parent/guardian consent for the evaluation. (Education Code 56043, 56344; 34 CFR 300.300, 300.301, 300.323)

The evaluation shall be conducted by qualified personnel who are competent to perform the assessment as determined by the district. (Education Code 56320, 56322)

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

In addition, evaluations and reevaluations shall be administered by qualified personnel who are competent in the oral or sign language skills and written skills of the student's primary language or mode of communication and have a knowledge and understanding of the cultural and ethnic background of the student. If it is clearly not feasible to do so, an interpreter shall be used, and the assessment report shall document this condition and note that the validity of the assessment may have been affected. The normal process of second-language acquisition, as well as manifestations of dialect and sociolinguistic variance shall not be diagnosed as a disabling condition. (5 CCR 3023)

The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services. (**Education Code 56321; 20 USC 1414;** 34 CFR 300.302)

In conducting the evaluation, the district shall use a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the student. The district shall also use any information provided by the parent/guardian that may assist the district in making the determination as to whether the student is a student with a disability and, if so, the necessary components of the student's IEP when the IEP is developed, including information related to enabling the student to be involved in and to progress in the general education curriculum. (34 CFR 300.304)

The district's evaluation shall not use any single measure or assessment as the sole criterion for determining whether a student is a student with a disability and for determining the appropriate educational program for the student. The assessment shall use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors in addition to physical or developmental factors. (34 CFR 300.304)

The district shall also ensure that assessments and other evaluation materials provide relevant information that assists in determining the student's educational needs and are: (Education Code 56320; 34 CFR 300.304)

1. Selected and administered so as not to be discriminatory on a racial, cultural, or sexual basis
2. Provided and administered in the **student's native language or other mode of communication** and **in the** form most likely to yield accurate information on what the student knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer
3. Used for the purposes for which the assessments or measures are valid and reliable

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

4. Administered by trained and knowledgeable personnel **except that individually administered tests of intellectual or emotional functioning shall be administered by a credentialed school psychologist**
5. Administered in accordance with any instructions provided by the producer of the assessments
6. Tailored to assess specific areas of educational need and not merely designed to provide a single general intelligence quotient
7. If administered to a student with impaired sensory, manual, or speaking skills, selected and administered to best ensure that the results accurately reflect the student's aptitude or achievement level or whatever other factors the test purports to measure, **rather than reflecting the child's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).**

Students shall be assessed in all areas related to the suspected disability, including, if appropriate, health and development, vision (including low vision), hearing, motor abilities, language function, general intelligence, academic performance, communicative status, self-help, orientation and mobility skills, career and vocational abilities and interests, and social and emotional status. When appropriate, a developmental history shall be obtained. **For students with residual vision, a low vision assessment shall be provided in accordance with guidelines established pursuant to Education Code 56136.** The district shall ensure that the evaluation is sufficiently comprehensive to identify all of the student's special education and related service needs, whether or not commonly linked to the disability category in which the student has been classified. (Education Code 56320; 34 CFR 300.304)

As part of the initial evaluation and any reevaluation, the IEP team and other qualified professionals shall, if appropriate, review existing evaluation data on the student, including evaluations and information provided by the parents/guardians, current classroom-based local or state assessments and classroom-based observations, and observations by teachers and related services providers. On the basis of that review and input from the student's parent/guardian, the team shall identify what additional data, if any, are needed to determine: (Education Code 56381; 34 CFR 300.305)

1. Whether the student is a student with a disability, or in the case of a reevaluation, whether the student continues to have a disability, and the educational needs of the student
2. The present levels of academic achievement and related developmental needs of the student

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

3. Whether the student needs, or continues to need, special education and related services
4. Whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals set out in the student's IEP and to participate, as appropriate, in the general education curriculum

If a student has transferred from another district in the same school year or leaves this district, the district shall coordinate with the student's prior or subsequent district as necessary and as expeditiously as possible to ensure prompt completion of full evaluations. (34 CFR 300.304)

Evaluation Report

The personnel who evaluate the student shall prepare a written report of the results of each evaluation. The report shall include, but not be limited to, the following: (Education Code 56327)

1. Whether the student may need special education and related services
2. The basis for making the determination
3. The relevant behavior noted during the observation of the student in an appropriate setting
4. The relationship of that behavior to the student's academic and social functioning
5. The educationally relevant health, developmental, and medical findings, if any
6. For students with learning disabilities, whether there is such a discrepancy between achievement and ability that it cannot be corrected without special education and related services
7. A determination concerning the effects of environmental, cultural, or economic disadvantage, where appropriate
8. The need for specialized services, materials, and equipment for students with low incidence disabilities, consistent with Education Code 56136

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

Eligibility Determination

Note: The following section contains procedures for determining a student's eligibility for special education and related services. **Education Code 56334-56338** and 34 CFR 300.307-300.311 ~~and Education Code 56333-56338~~ provide additional procedures for conducting the evaluation and making the determination for eligibility of a student with specific learning disabilities.

Upon completion of the administration of assessments and other evaluation measures, a group of qualified professionals and the parent/guardian shall determine whether the student is a student with a disability **as defined in 5 CCR 3030 and 34 CFR 300.8** and, if so, the student's educational needs. In interpreting the data, the group shall draw information from a variety of sources, including aptitude and achievement tests, parent/guardian input, and teacher recommendations, as well as information about the student's physical condition, social or cultural background, and adaptive behavior. The group shall ensure that the information obtained from these sources is documented and carefully considered. (34 CFR 300.306)

~~The personnel who evaluate the student shall prepare a written report of the results of each evaluation. The report shall include, but not be limited to, the following: (Education Code 56327)~~

- ~~1. Whether the student may need special education and related services~~
- ~~2. The basis for making the determination~~
- ~~3. The relevant behavior noted during the observation of the student in an appropriate setting~~
- ~~4. The relationship of that behavior to the student's academic and social functioning~~
- ~~5. The educationally relevant health, developmental, and medical findings, if any~~
- ~~6. For students with learning disabilities, whether there is such a discrepancy between achievement and ability that it cannot be corrected without special education and related services~~
- ~~7. A determination concerning the effects of environmental, cultural, or economic disadvantage, where appropriate~~
- ~~8. The need for specialized services, materials, and equipment for students with low incidence disabilities, consistent with Education Code 56136~~

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

Note: Education Code 56329 requires districts to provide notice about specific factors in making the determination of eligibility as part of the district's evaluation plan. See section above entitled "Initial Evaluation for Special Education Services."

When making a determination of eligibility for special education and related services, the district shall not determine that a student is disabled if the primary factor for such determination is a lack of appropriate instruction in reading, including the essential components of reading instruction pursuant to 20 USC 6368, lack of instruction in mathematics, limited English proficiency, or that the student does not otherwise meet the eligibility criteria. (Education Code 56329; 34 CFR 300.306)

The normal process of second-language acquisition, as well as manifestations of dialect and sociolinguistic variance, shall not be diagnosed as a disabling condition. (5 CCR 3023)

~~If a determination is made that a student has a disability and needs special education and related services, an IEP shall be developed within a total time not to exceed 60 days, not counting days between the student's regular school sessions or terms or days of school vacation in excess of five school days, from the date of the receipt of the parent/guardian's consent for evaluation, unless the parent/guardian agrees, in writing, to an extension. (Education Code 56043; 34 CFR 300.306)~~

Independent Educational Evaluation

Note: 34 CFR 300.502 requires the district to provide parents/guardians, upon request **for an IEE**, information about where an IEE may be obtained and the district's criteria for the evaluation, including the location of the evaluation, qualifications of the examiner, and timelines for obtaining the evaluation. These criteria must be the same as the criteria that the district uses for district-initiated evaluations. In addition, Education Code 56329 requires districts to provide notice about parent/guardian rights to an IEE as part of the proposed evaluation plan; see section above entitled "Initial Evaluation for Special Education Services." Districts may wish to modify the following section to include specific criteria developed by the district or special education local plan area, as appropriate.

An independent educational evaluation is defined as an evaluation conducted by a qualified examiner who is not employed by the district. (34 CFR 300.502)

Public expense means that the district either pays for the full cost of the IEE or ensures that the evaluation is otherwise provided at no cost to the parent/guardian. (34 CFR 300.502)

The parents/guardians of a student with a disability have the right to obtain an IEE at public expense under the same criteria, **including the location of the evaluation and the qualifications of the examiner**, that the district uses for a district-initiated evaluation. (Education Code 56329-34 CFR 300.502)

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

~~An independent educational evaluation is an evaluation conducted by a qualified examiner who is not employed by the district. Public expense means the district either pays for the full cost of the IEE or ensures that the evaluation is otherwise provided at no cost to the parent/guardian. (Education Code 56329; 34 CFR 300.502)~~

The parent/guardian is entitled to only one IEE at public expense each time the district conducts an evaluation with which the parent/guardian disagrees. (Education Code 56329; 34 CFR 300.502)

If a parent/guardian has requested an IEE, the district may ask for the reason that the parent/guardian objects to the district's evaluation. However, the parent/guardian is not required to provide ~~the reason to the district~~ **an explanation and the district may not unreasonably delay either providing the IEE at public expense or filing a due process complaint to request a due process hearing to defend the public evaluation.** (34 CFR 300.502)

Upon receiving the request for an IEE, the district shall, without unnecessary delay, either: (34 CFR 300.502)

1. File a due process complaint to request a hearing to show that its evaluation is appropriate
2. Ensure that an IEE is provided at public expense, unless the district ~~can later demonstrate~~ **demonstrates** at a hearing that the evaluation obtained by the parent/guardian did not satisfy the district's criteria

If a due process hearing decision determines that the district's evaluation is appropriate, then the parent/guardian may obtain an IEE but not at public expense. (**Education Code 56329;** 34 CFR 300.502)

In any decision made with respect to providing FAPE to a student with a disability, the result of any IEE obtained by the student's parent/guardian shall be considered by the district if it meets district criteria. Any such result also may be presented as evidence at a hearing on a due process complaint. (**Education Code 56329;** 34 CFR 300.502)

Reevaluation

A reevaluation shall be conducted when the district determines that the educational or related service needs of the student, including improved academic achievement and functional performance, warrant a reevaluation or if the student's parent/guardian or teacher requests

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

reevaluation. Such reevaluations shall occur every three years, unless the parent/guardian and district agree in writing that a reevaluation is unnecessary. A reevaluation may not occur more than once a year, unless the parent/guardian and the district agree otherwise. (Education Code 56043, 56381; 34 CFR 300.303)

The district shall ensure that any reevaluations of the student are conducted in accordance with the evaluation procedures pursuant to 34 CFR 300.304-300.311. (34 CFR 300.303)

Note: The following paragraph is for use by districts that offer grades K-1.

Before entering kindergarten or first grade, **as the case may be**, children with disabilities who are in a preschool program shall be reevaluated to determine if they still need special education and services. IEP teams shall identify a means of monitoring the continued success of children who are determined to be eligible for less intensive special education programs ~~to ensure that gains made are not lost by a rapid removal of individualized programs and supports for these children.~~ (Education Code 56445)

(cf. 5148.3 - Preschool/Early Childhood Education)

(3/09 11/10) 9/21

CSBA Sample Board Policy

Instruction

BP 6164.41(a)

CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOL

Note: If the Special Education Local Plan Area (SELPA) in which the district participates maintains a policy on this topic, then the following policy and administrative regulation may be deleted and/or modified for consistency with the SELPA's procedures. **Districts that delete and/or modify this policy should consult legal counsel as appropriate.**

Pursuant to **Education Code 56171 and** 20 USC 1412(a)(3) ~~and Education Code 56171~~, districts, county offices of education, or SELPAs, as appropriate, are required to locate, identify, and evaluate all children with disabilities enrolled by their parents/guardians in private schools, including religious schools. ~~As amended by 71 Fed. Reg. 156,~~ 34 CFR 300.131 **and 34 CFR 300.134 requires require** the district, after a timely and meaningful consultation with private school representatives, to conduct a thorough "child find" process to determine the number of ~~parentally placed~~ **parentally-placed** children with disabilities attending private schools located in the district, including those residing outside of the district or in another state. ~~Previously, the Individuals with Disabilities Education Act (IDEA) assigned the responsibility for "child find" to the district where the child resided. However, with these amendments,~~ **Pursuant to 34 CFR 300.131,** the responsibility for "child find" is that of the district where the private school is located.

Education Code 56301 mandates that districts, county offices of education, or SELPAs, as appropriate, have policies and procedures to locate, identify, and evaluate all children with disabilities enrolled by their parents/guardians in private schools, including religious schools. See BP/AR 6164.4 - Identification and Evaluation of Individuals for Special Education for language regarding "child find" procedures for other district residents.

The Analysis of Comments to the federal regulations, 71 Fed. Reg. 156, pg. 46593, lists examples of "child find" activities such as distributing informational brochures, providing regular public service announcements, staffing exhibits at health fairs and other community activities, and creating direct liaisons with private schools. ~~The following paragraph~~ **This policy** may be modified to reflect the specific child find activities that the district will undertake.

The requirements of this policy and administrative regulation do not apply to those situations in which a district has placed a student with a disability in a private school as a means of fulfilling the district's obligations to provide a free appropriate public education (FAPE) or when the parent/guardian has made a unilateral placement of the student in a private school because the provision of FAPE by the district is an issue. See BP/AR 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education.

The Governing Board recognizes its obligations under **state and** federal ~~and state law~~ to **locate,** identify, **evaluate,** and provide equitable services to children voluntarily enrolled by their parents/guardians in private schools located within the district.

(cf. 0430 - Comprehensive Local Plan for Special Education)

~~Note: Education Code 56301 mandates that districts, county offices of education, or SELPAs, as appropriate, have policies and procedures to locate, identify, and evaluate all children with disabilities enrolled by their parents/guardians in private schools, including religious schools. See BP/AR 6164.4 - Identification and Evaluation of Individuals for Special Education for language regarding "child find" procedures for other district residents.~~

**CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN
PRIVATE SCHOOL** (continued)

The Analysis of Comments to the federal regulations, 71 Fed. Reg. 156, pg. 46593, lists examples of "child find" activities such as distributing informational brochures, providing regular public service announcements, staffing exhibits at health fairs and other community activities, and creating direct liaisons with private schools. The following paragraph may be modified to reflect the specific child find activities that the district will undertake.

The Superintendent or designee shall ensure that activities to locate, identify, and evaluate children with disabilities enrolled by their parents/guardians in private schools within the district are comparable to activities undertaken for individuals with disabilities aged three to 22 in public schools within the district. (**Education Code 56171**; 34 CFR 300.131; **Education Code 56171**)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

Note: Pursuant to 34 CFR 300.132 and 300.133, a district must spend a "proportionate share" of federal funds on **parentally-placed parentally-placed** private school children with disabilities. See the accompanying administrative regulation. However, the law is unclear as to the district's obligation to provide services to such children if the district's proportionate share of federal funds has been expended before the end of the school year or if an identified student's needs do not fall within the types of services agreed to in the consultation process with private school representatives. Legal counsel should be consulted as appropriate.

The Superintendent or designee shall develop a budget for the provision of services to children with disabilities enrolled by their parents/**guardians** in private school based on the proportionate share of federal funds received and the number of eligible children, including the possibility of mid-year enrollees, and the types of services to be provided.

Legal Reference: (see next page)

**CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN
PRIVATE SCHOOL (continued)**

Legal Reference:

EDUCATION CODE

56000 Education for individuals with exceptional needs

56020-56035 Definitions

56170-56177 Children in private schools

56195.8 Adoption of policies for programs and services

56300-56385 Identification and referral, assessment

56500-56509 Procedural safeguards, including due process rights

56600-56606 Evaluation, audits and information

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1400-1482 Individuals with Disabilities Education Act, **especially:**

1412 State eligibility

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act

CODE OF FEDERAL REGULATIONS, TITLE 34

300.1-300.818 Assistance to states for the education of students with disabilities, especially:

300.130-~~300.140~~ **300.144** Children with disabilities enrolled by their parents in private schools

FEDERAL REGISTER

Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845

COURT DECISIONS

Agostini v. Felton, (1997) 521 U.S. 203, ~~117 S.Ct.~~ **1997**

Management Resources:

U.S. UNITED STATES DEPARTMENT OF EDUCATION PUBLICATIONS

Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021

Long COVID under Section 504 and the IDEA: A Resource to Support Children, Students, Educators, Schools, Service Providers, and Families, July 2021

A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011

Questions and Answers on Serving Children with Disabilities Placed by Their Parents ~~at~~ in Private Schools, April 2011 March 2006

FEDERAL REGISTER

Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845

WEB SITES

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>

U.S. Department of Education, Office of Special Education and Rehabilitative Services:

<http://www.ed.gov/about/offices/list/osers/osep>

<http://www.ed.gov/about/offices/list/osers>

CSBA Sample Administrative Regulation

Instruction

AR 6164.41(a)

CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOL

Definitions

Note: 34 CFR 300.131 requires the district to conduct a thorough "child find" process to determine the number of ~~parentally placed~~ **parentally-placed** children with disabilities attending private schools located in the district. The requirements of this administrative regulation do not apply to those situations in which a district has placed a student with a disability in a private school as a means of fulfilling the district's obligations to provide a free appropriate public education (FAPE) or when the parent/guardian has made a unilateral placement of the student in a private school when the provision of FAPE is an issue. See BP/AR 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education.

~~Parentally placed~~ **Parentally-placed** private school children with disabilities means children with disabilities who are voluntarily enrolled by their parents/guardians in a private school or facility within district boundaries, including children who are attending a private school or facility within district boundaries but who reside in another district or state. (34 CFR 300.130, 300.131)

Private school or facility means a private full-time day school, including a religious school, located within district boundaries, that has filed an affidavit with the California Department of Education pursuant to Education Code 33190 and is registered in the California Private School Directory.

Consultation with Private School Representatives

The Superintendent or designee shall consult with all private school representatives and representatives of parents/guardians of ~~parentally placed~~ **parentally-placed** private school children with disabilities during the design and development of equitable services for the children. In order to ensure a meaningful and timely consultation, the consultation shall include: **(Education Code 56301; 20 USC 1412(a)(3)-20 USC 1412(a)(10)(A)(iii)**; 34 CFR 300.134; ~~Education Code 56301~~)

1. The child find process and how ~~parentally placed~~ **parentally-placed** private school children suspected of having a disability can participate equitably

Note: In the Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, the U.S. Department of Education (USDOE) lists the following as examples of practices for keeping parents/guardians, teachers, and private school officials informed of the child find process: holding professional development sessions for private school teachers on Individuals with Disabilities Education Act's evaluation and reevaluation requirements; posting flyers in private school facilities to inform stakeholders of the availability of child find; and facilitating round table discussion with community members.

CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOL (continued)

2. **The manner in which** How parents/guardians, teachers, and private school officials will be informed of the child find process

Note: Pursuant to 34 CFR 300.132 and 300.133, a district must spend a "proportionate share" of federal funds on ~~parentally-placed~~ **parentally-placed** private school children with disabilities. "Proportionate share" is a calculation based on the total number of eligible students in the district that are enrolled in both public and private schools, based on the formula detailed in 34 CFR 300.133.

3. The determination of the proportionate share of federal funds available to serve ~~parentally-placed~~ **parentally-placed** private school children with disabilities and how this share is calculated
4. How the consultation process **among district staff, private school officials, and representatives of parents of parentally-placed private school children with disabilities** will operate throughout the school year to ensure that identified children can meaningfully participate in equitable services
5. ~~How~~ **The provision of equitable special education and related services including how**, when, and by whom **such** services will be provided including a discussion about the types of services, alternate service delivery mechanisms, how services will be apportioned if funds are insufficient to serve all of the identified children, and how and when those decisions will be made
6. In the event that the district and private school disagree on the provision of or the types of services, how the district will provide the private school officials with a written explanation of the reasons that the district chose to not provide the services

Note: **20 USC 1412 and** 34 CFR 300.136 ~~specifies~~ **specify** that a private school official may file a complaint with the California Department of Education (CDE) if ~~he/she~~ **the official** believes that the district did not engage in meaningful, timely consultation or did not give due consideration to the views of the private school official. The district must forward appropriate documentation to the CDE or, if necessary, to the ~~U.S. Department of Education (USDOE)~~ **USDOE**.

When meaningful and timely consultation has occurred, the district shall obtain a written affirmation signed by the representatives of participating private schools. If the private school representatives do not provide the affirmation within a reasonable period of time, the district shall forward documentation of the consultation process to the California Department of Education. (**Education Code 56172; 20 USC 1412;** 34 CFR 300.135; ~~Education Code 56172~~)

After the consultation has occurred, the district shall ensure an annual count of the number of ~~parentally-placed~~ **parentally-placed** children with disabilities attending private schools

CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOL (continued)

located within the district. This count shall be conducted between October 1 and December 1 each year and shall be used to determine the amount the district must spend on providing equitable services to the children in the subsequent fiscal year. (34 CFR 300.133)

Provision of Services

Note: Pursuant to 34 CFR 300.137, a ~~parentally-placed~~ **parentally-placed** private school child has no individual right to receive the special education services that ~~he/she~~ would have **been** received in the public school. Rather, the public school must meet with private school officials and representatives of private school children with disabilities to decide how to spend the money on all of the identified children.

A child with a disability ~~parentally-placed~~ **parentally-placed** in a private school has no individual right to receive some or all of the special education and related services that ~~he/she~~ would **have been** received if enrolled in public school. Such a child may receive a different amount of services than students with disabilities in public schools. (34 CFR 300.137, 300.138)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

Note: The Analysis of Comments to the federal regulations, 71 Fed. Reg. 156, pg. 46592, ~~makes clear~~ **clarifies** that the law (20 USC 1412 and 34 CFR 300.131 ~~and 20 USC 1412~~) requires the district where the private school is located, not the district where the child resides, to conduct individual evaluations and subsequent reevaluations of children for purposes of determining the provision of equitable services. **However, the Analysis of Comments to the federal regulations acknowledges that a district of residence could be required to evaluate a child even if it is not the district where the private school is located if the parent requests such an evaluation for purposes of having a program of FAPE made available to the child by the district of residence.**

In its Questions and Answers on Serving Children with Disabilities Placed by their Parents in Private School, USDOE has emphasized that districts may not require a private school to implement a response to intervention (RTI) process before evaluating parentally-placed private school children.

The district shall evaluate all identified ~~parentally-placed~~ **parentally-placed** private school children with disabilities for purposes of considering them for equitable services. This evaluation shall be conducted in accordance with the timelines and procedures for evaluating public school students with disabilities pursuant to 34 CFR 300.300-300.311 **and as specified in BP/AR 6164.4 - Identification and Evaluation of Individuals for Special Education**, including **obtaining parent/guardian consent and** providing the parent/guardian with a copy of the procedural safeguards notice. (34 CFR 300.131, 300.504)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOL (continued)

Note: According to the Analysis of Comments, 71 Fed. Reg. 156, pg. 46593, if after an evaluation, the district where the private school is located determines that the child needs special education and related services, it would be the responsibility of the district where the child resides to make FAPE available. According to the USDOE's , in Questions and Answers on Serving Children with Disabilities Placed by Their Parents at in Private Schools, if the parent/guardian makes clear his/her the intention to keep the child enrolled in private school, then the district of residence need not make FAPE available to the child nor develop an individualized education program (IEP). In such a case, it is recommended that the district obtain written confirmation of that intention from the parent/guardian, as specified below.

If the child resides in the district and is eligible for an individualized education program (IEP), the district shall make a free appropriate public education (FAPE) available to the child. However, the district ~~shall not~~ **is not required to** develop an IEP if the parent/guardian makes clear his/her the intention to keep the child enrolled in private school. In such situations, the district shall obtain written certification confirming the parent/guardian's intention to keep his/her the child enrolled in private school, including the fact that he/she the parent/guardian is not interested in the development of an IEP or the district's offer of FAPE. If the parent/guardian does not provide confirmation in writing, the district shall obtain oral confirmation of the parent/guardian's intention and confirm the conversation in writing.

~~In order to ensure that each child entitled to special education and related services from the district receives an offer of a free appropriate public education (FAPE), the district where the child resides shall develop an individualized education program (IEP) for each identified child who attends a private school located in the district and who resides in the district.~~

~~However, the district shall not develop an IEP if the parent/guardian makes clear his/her intention to keep the child enrolled in private school. In such situations, the district shall obtain written certification confirming the parent/guardian's intention to keep his/her child enrolled in private school, including the fact that he/she is not interested in the development of an IEP or the district's offer of FAPE. If the parent/guardian does not provide confirmation in writing, the district shall obtain oral confirmation of the parent/guardian's intention and confirm the conversation in writing.~~

Note: In the Analysis of Comments, 71 Fed. Reg. 156, pg. 46593, the USDOE acknowledges there may be a situation where two different districts are evaluating the same child, although for different purposes. 34 CFR 300.622 requires parent/guardian consent for the release of information about parentally placed **parentally-placed** private school children.

If the child resides in a different district, then this district and the district of residence shall work together to ensure that the parent/guardian receives an offer of FAPE in accordance with law.

CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOL (continued)

Note: 34 CFR 300.138 requires the district to develop an individual services plan (ISP) for each identified child that describes the specific equitable services that will be provided by the district, as agreed to by the district and private school representatives during the consultation process. According to ~~the~~ USDOE's ~~in~~ Questions and Answers on Serving Children with Disabilities Placed by Their Parents at-in Private Schools, the individual services plan (ISP) will be more limited than ~~an~~ IEP developed for public school children.

The district shall develop and implement ~~an individual services plan (ISP)~~ for each identified ~~private school~~ child with a disability **enrolled by their parents/guardians in a private school within the district's boundaries** an individual services plan (ISP) that describes the equitable services that the district will provide, as ~~agreed to~~ **determined** by the district **after and private school representatives during** the consultation process **with private school representatives**. (34 CFR 300.138)

Note: The Analysis of Comments to the federal regulations, 71 Fed. Reg. 156, pg. 46592-46593 clarifies that the ISP must, to the extent appropriate, meet the IEP content, development, review, and revision requirements **described in 20 USC 1414**.

The ISP shall be developed, reviewed, and revised consistent with **20 USC 1414 34 CFR 300.121-300.324**. A representative of the private school shall be invited to attend each ISP team meeting. If the representative cannot attend the meeting, the district shall use other methods to ensure the representative's participation, including individual or conference calls. (34 CFR 300.137, 300.138)

(cf. 6159 - Individualized Education Program)

Note: 34 CFR 300.142 details how federal funds may be used by the district to pay for the personnel services described below.

The district may provide services on the private school premises, including a religious school, to the extent consistent with law. The services shall be provided by personnel meeting the same standards as personnel providing services in the public school **except that private elementary school and secondary school teachers who are providing equitable services to parentally-placed private school children with disabilities do not have to meet the special education teacher qualification requirements specified in 34 CFR 300.156**. The personnel shall either be district employees or contractors of the district. (34 CFR 300.138, 300.139)

The district shall offer transportation to the child if services are provided on a site other than the child's school and the ISP team determines that transportation is necessary for the child to benefit from or participate in the services provided in the ISP. Depending on the timing of the services, the district shall provide transportation from the child's school or home to the service site and from the service site to the child's school or home. (34 CFR 300.139)

**CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN
PRIVATE SCHOOL** (continued)

The district may place equipment and supplies in a private school for the period of time necessary to provide the services pursuant to the ISP. All such equipment shall remain the property of the district and must be able to be removed without **remodeling or** causing damage to the private school. The district shall remove the equipment when no longer required by the child, when the child no longer attends the private school, or when removal is necessary to prevent unauthorized use. (34 CFR 300.144)

(3/07 7/16) 9/21

CSBA Sample Board Policy

Instruction

BP 6164.5(a)

STUDENT SUCCESS TEAMS

Note: The following **optional** policy should be revised to reflect district practice. **Utilization of the student success team (SST) process is not required by state or federal law. As such, this Board policy reflects best practices rather than legal requirements.**

The "~~student success team~~" (SST), formerly called "~~student study team~~," is an early intervention process that brings together ~~the student~~, parents/guardians, **certificated and classified staff, teachers and administrators, and/or the student, as appropriate**, to identify student needs and develop an improvement plan to address those needs. Student success teams are a key component of the special education program and the drop out prevention programs; however, the California Department of Education encourages making this process available to all students in all schools. The following **optional** policy should be revised to reflect district practice.

The Governing Board encourages the collaboration of parents/guardians, **certificated and classified staff** ~~teachers, resource personnel~~, administrators, **and/or the students, as appropriate**, in evaluating the strengths and needs of students having academic, attendance, **social, emotional**, or behavioral difficulties and in identifying strategies and programs that may assist ~~such the~~ students **in maximizing their potential**. The Superintendent or designee shall establish student success teams **(SST)** as needed to address individual students' needs.

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5147 - Dropout Prevention)

(cf. 6159 - Individualized Education Program)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

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

The Superintendent or designee shall establish **and maintain** a process for initiating **the** referrals of students to ~~the SSTs student success team~~, **which may include referral by district staff, parents/guardians, and/or agency representatives**. The Superintendent or designee may also establish and maintain a process for responding to SST referrals, **which may include a determination by the district as to whether an SST shall be convened for an individual student**.

Each SST may collect and analyze relevant student data, as appropriate. The SST may also review the student's educational history, work samples, strengths and areas for growth, and identify available resources and strategies.

(cf. 5022 - Student and Family Privacy Rights)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 5125 - Student Records)

(cf. 5141.6 - School Health Services)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6164.2 - Guidance/Counseling Services)

STUDENT SUCCESS TEAMS (continued)

Each ~~SST student success team~~ shall develop a plan to support the student which incorporates intervention strategies to assist the student. Such strategies may include changes in program placement or instructional methods, recommendation of supplemental educational services, parent involvement strategies, social, emotional and/or behavioral interventions, discipline, referrals to other agencies or resources, and/or other appropriate interventions.

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

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 5141.3 - Health Examinations)

(cf. 5141.5 - Mental Health)

~~*(cf. 5141.6 - School Health Services)*~~

(cf. 5144 - Discipline)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6020 - Parent Involvement)

(cf. 6120 - Response to Instruction and Intervention)

(cf. 6158 - Independent Study)

~~*(cf. 6159 - Individualized Education Program)*~~

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

~~*(cf. 6164.2 - Guidance/Counseling Services)*~~

(cf. 6171 - Title I Programs)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

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

(cf. 6174 - Education for English Learners)

(cf. 6175 - Migrant Education Program)

(cf. 6176 - Weekend/Saturday Classes)

(cf. 6177 - Summer Learning Programs)

(cf. 6178 - Career Technical Education)

(cf. 6178.1 - Work-Based Learning)

(cf. 6179 - Supplemental Instruction)

(cf. 6181 - Alternative Schools/Programs of Choice)

(cf. 6183 - Home and Hospital Instruction)

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

The ~~SST student success team~~ shall monitor the student's progress, evaluate the extent to which the recommended strategies have been implemented, make adjustments to the plan, and develop additional interventions as needed.

Note: Pursuant to Education Code 56303, a student should be referred for special education instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized. However, the U.S. Department of Education's Office of Special Education Programs Memorandum 11-07 emphasizes that districts have an obligation to ensure that evaluations of students suspected of having a disability are not delayed or denied because of the implementation of response to intervention strategies, such as the SST process.

STUDENT SUCCESS TEAMS (continued)

The SST process shall not delay or deny a referral for evaluation for eligibility for special education, as may be required under state or federal law.

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

Note: Districts that have established multi-tiered systems of support (MTSS) may integrate SSTs into such frameworks. The California Department of Education describes MTSS as an integrated, comprehensive framework for districts that focuses on common core state standards, core instruction, differentiated and student-centered learning, individualized student needs, and the alignment of systems necessary for academic, behavioral, and social success. MTSS is connected to the eight state priorities in the local control and accountability plan, and encompasses inclusive academic instruction as reflected in the California state standards and frameworks, response to instruction and intervention, behavior instruction such as positive behavioral interventions and supports and restorative practices, and social-emotional learning.

The following paragraph is optional and should be deleted by districts that do not have an established MTSS.

The Superintendent or designee may integrate SSTs into the district's multi-tiered system of support, including identification of students who need additional support, the level(s) of support, appropriate interventions, monitoring of progress, and whether the goal of intervention has been met.

(cf. 0460 - Local Control and Accountability Plan)

To strengthen the effectiveness of SSTs, the Superintendent or designee may provide staff development in the identification of students who may need additional support, implementation of measurable and targeted interventions, and monitoring of progress and goal attainment.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

Legal Reference: (see next page)

STUDENT SUCCESS TEAMS (continued)

Legal Reference:

EDUCATION CODE

8800-8807 *Healthy Start support services for children*

48260-48273 *Truancy*

48400-48454 *Continuation education*

49600-49604 *Educational counseling*

51745-~~51749.651749.3~~ *Independent study programs*

52060-52077 *Local control and accountability plan*

54400-54425 *Programs for disadvantaged children*

54440-54445 *Migrant children*

56300-56305 *Identification and referral*

WELFARE AND INSTITUTIONS CODE

4343-4352.5 *Primary interventions program, mental health*

18986.40-18986.46 *Interagency children's services*

Management Resources:

CSBA PUBLICATIONS

Best Practices in Special Education, Governance Brief, May 2019

CDE PUBLICATIONS

SB 65 School Based Pupil Motivation and Maintenance Program Guidelines (2000-01 Edition), 2000

Student Success Teams: Supporting Teachers in General Education, 1997

CALIFORNIA DROPOUT PREVENTION NETWORK PUBLICATIONS

SST: Student Success Teams, 2000

U.S DEPARTMENT OF EDUCATION PUBLICATIONS

Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021

A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011

WEB SITES

California Department of Education, **multi-tiered systems of support: <http://www.cde.ca.gov/ci/cr/ri>**
<http://www.cde.ca.gov/sp/branch/ssp>

California Dropout Prevention Network: **<http://www.edualliance.org/edpn>**

National Dropout Prevention Center: **<http://www.dropoutprevention.org>**

U.S Department of Education, Office of Special Education Programs:
<https://www2.ed.gov/about/offices/list/osers/osep>

(9/90 3/04) 9/21

CSBA Sample Administrative Regulation

Instruction

AR 6164.5(a)

STUDENT SUCCESS TEAMS

Note: The following **optional** administrative regulation maybe revised to reflect district practice.

Utilization of the Student Success Team (SST) process is not required by state or federal law. As such, this administrative regulation reflects best practices rather than legal requirements.

Team Membership

Members of individual student success teams **(SST)** may include:

1. The principal or designee
2. One or more of the student's classroom teachers or former teachers
3. The student's parents/guardians
4. The student if appropriate
- 5. School Counselor(s)**
- 65.** Resource personnel or specialists, such as a school **counselor**, psychologist, nurse, outreach consultant, special education resource person, **categoryically funded staff person**, department chairperson, speech and language specialist, reading specialist, social worker, probation officer, community resource representative, mental health worker, **and/or** other person**(s)** relevant to the student's situation, **as determined by the district**

The makeup of each individual SST is at the district's discretion, and may not include participation from individuals in each of the categories listed above.

Team Responsibilities

Note: The Superintendent or designee may appoint a districtwide or schoolwide SST coordinator to coordinate SST meetings and related activities.

The principal or designee shall:

1. Schedule meetings and establish meeting procedures
2. Contact parents/guardians and other team members regarding team meetings

STUDENT SUCCESS TEAMS (continued)

3. Consult with appropriate school **staff, including teachers and/or** district resource personnel
4. Arrange for observation of the student **in the problem situation as needed**
5. Collect any additional background information necessary to inform team members about the student's strengths and needs, **such as relevant student data, educational history, and work samples, as appropriate**

(cf. 5022 - Student and Family Privacy Rights)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 5125 - Student Records)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

6. Help the student and parents/guardians prepare for the meeting
7. Facilitate the team meetings

8. Develop a plan to support the student which incorporates intervention strategies

(cf. 3552 - Summer Meal Program)

(cf. 3553 - Free and Reduced Price Meals)

(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. 5144 - Discipline)

(cf. 6141.4 - International Baccalaureate Program)

(cf. 6141.5 - Advanced Placement)

(cf. 6152 - Class Assignment)

(cf. 6152.1 - Placement in Mathematics Courses)

(cf. 6158 - Independent Study)

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

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

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6172.1 - Concurrent Enrollment in College Classes)

(cf. 6176 - Weekend/Saturday Classes)

(cf. 6177 - Summer Learning Programs)

(cf. 6178 - Career Technical Education)

(cf. 6178.1 - Work-Based Learning)

(cf. 6179 - Supplemental Instruction)

(cf. 6181 - Alternative Schools/Programs of Choice)

(cf. 6183 - Home and Hospital Instruction)

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

STUDENT SUCCESS TEAMS (continued)

- 98.** Ensure that the student's progress is monitored, ~~and~~ that follow-up meetings are regularly scheduled, **and that adjustments are made to the plan and related interventions as necessary**

(9/90 3/04) 9/21

» Regulation 4030: Nondiscrimination In Employment

Status: ADOPTED

Original Adopted Date: 06/11/2019 | Last Revised
Date: 10/13/2020 | Last Reviewed Date: 10/13/2020

[see more](#)

~~Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction, the following administrative regulation will not take effect.~~

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

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

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

Measures to Prevent Discrimination

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

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

2. Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, by: (5 CCR 4960; 34 CFR 100.6, 106.9)
 - a. Including them in each announcement, bulletin, or application form that is used in employee recruitment
 - b. Posting them in all district schools and offices, including staff lounges and other prominent locations
 - c. Posting them on the district's web site and providing easy access to them through district-supported social media, when available
3. Disseminate the district's nondiscrimination policy and administrative regulation to all employees by one or more of the following methods: (2 CCR 11023)
 - a. Printing and providing a copy to all employees, with an acknowledgment form for each employee to sign and return
 - b. Sending a copy via email with an acknowledgment return form
 - c. Posting a copy on the district intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies
 - d. Discussing the policy and regulation with employees upon hire and/or during a new hire orientation session
 - e. Any other way that ensures employees receive and understand the policy
4. Provide to employees a handbook which contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to employees who believe they have been the victim of any discriminatory or harassing behavior
5. Provide training regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made

The district may also provide bystander intervention training to employees which includes information and practical guidance on how to recognize potentially problematic behaviors and which may motivate them to take action when they observe such behaviors. The training and education may include exercises to provide employees with the skills and confidence to intervene as appropriate and to provide

them with resources they can call upon that support their intervention. (Government Code 12950.2)

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

Complaint Procedure

Complaints of sexual harassment shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures if the alleged conduct meets the definition of sexual harassment pursuant to 34 CFR 106.30.

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

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

The complainant may first attempt to resolve the situation informally with the complainant's supervisor before filing a written complaint.

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

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

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

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

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

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

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

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

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

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

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

accused.

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

Other Remedies

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

1. For filing a complaint with DFEH alleging a violation of Government Code 12940-12952, within three years of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960 (Government Code 12960)
2. For filing a complaint with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)
3. For filing a complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

	State	Description
	2 CCR 11006-11086	<u>Discrimination in employment</u>
	2 CCR 11023	<u>Harassment and discrimination prevention and correction</u>
	2 CCR 11024	<u>Required training and education on harassment based on sex, gender identity and</u>

State	Description
2 CCR 11027-11028	<u>expression, and sexual orientation</u>
5 CCR 4900-4965	<u>National origin and ancestry discrimination</u>
Civ. Code 51.7	<u>Nondiscrimination in elementary and secondary education programs</u>
Ed. Code 200-262.4	<u>Freedom from violence or intimidation</u>
Gov. Code 11135	<u>Educational equity; prohibition of discrimination on the basis of sex</u>
Gov. Code 11138	<u>Unlawful discrimination</u>
Gov. Code 12900-12996	<u>Rules and regulations</u>
Gov. Code 12940-12952	<u>Fair Employment and Housing Act</u>
Gov. Code 12960-12976	<u>Unlawful employment practices</u>
Pen. Code 422.56	<u>Unlawful employment practices; complaints</u>
	<u>Definitions, hate crimes</u>

Federal	Description
20 USC 1681-1688	<u>Title IX of the Education Amendments of 1972</u>
28 CFR 35.101-35.190	<u>Americans with Disabilities Act</u>
29 USC 621-634	<u>Age Discrimination in Employment Act</u>

State	Description
29 USC 794	<u>Rehabilitation Act of 1973, Section 504</u>
34 CFR 100.6	<u>Compliance information</u>
34 CFR 104.7	<u>Designation of responsible employee for Section 504</u>
34 CFR 104.8	<u>Notice</u>
34 CFR 106.8	<u>Designation of responsible employee and adoption of grievance procedures</u>
34 CFR 106.9	<u>Dissemination of policy</u>
34 CFR 110.1-110.39	<u>Nondiscrimination on the basis of age</u>
42 USC 12101-12213	<u>Americans with Disabilities Act</u>
42 USC 2000d-2000d-7	<u>Title VI, Civil Rights Act of 1964, as amended</u>
42 USC 2000e-2000e-17	<u>Title VII, Civil Rights Act of 1964, as amended</u>
42 USC 2000ff-2000ff-11	<u>Genetic Information Nondiscrimination Act of 2008</u>
42 USC 2000h-2-2000h-6	<u>Title IX of the Civil Rights Act of 1964</u>
42 USC 6101-6107	<u>Age discrimination in federally assisted programs</u>

Management Resources

Management Resources	Description
CA Dept of Fair Employment and Housing Publication	<u>Transgender Rights in the Workplace</u>

Management Resources

Description

CA Dept of Fair Employment and Housing Publication	<u>California Law Prohibits Workplace Discrimination and Harassment</u>
CA Dept of Fair Employment and Housing Publication	<u>Workplace Harassment Guide for California Employers</u>
CA Dept of Fair Employment and Housing Publication	<u>Your Rights and Obligations as a Pregnant Employee</u>
Court Decision	<u>Shephard v. Loyola Marymount, (2002) 102 Cal.Appl 4th 837</u>
Court Decision	<u>Thomson v. North American Stainless LP, (2011) 131 S.Ct. 863</u>
U.S. DOE Office for Civil Rights Publication	<u>Notice of Non-Discrimination, August 2010</u>
U.S. Equal Employment Opportunity Comm Publication	<u>Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999</u>
U.S. Equal Employment Opportunity Comm Publication	<u>EEOC Compliance Manual</u>
Website	<u>California Department of Fair Employment and Housing</u>
Website	<u>U.S. Department of Education, Office for Civil Rights</u>
Website	<u>U.S. Equal Employment</u>

Management Resources**Description**

Opportunity
Commission

Cross References

Code	Description
0410	<u>Nondiscrimination In District Programs And Activities</u>
1113	<u>District And School Web Sites</u>
1113	<u>District And School Web Sites</u>
1114	<u>District-Sponsored Social Media</u>
1114	<u>District-Sponsored Social Media</u>
1240	<u>Volunteer Assistance</u>
1240	<u>Volunteer Assistance</u>
1312.1	<u>Complaints Concerning District Employees</u>
1312.1	<u>Complaints Concerning District Employees</u>
1312.3	<u>Uniform Complaint Procedures</u>
1312.3	<u>Uniform Complaint Procedures</u>
3312	<u>Contracts</u>
3530	<u>Risk Management/Insurance</u>
3530	<u>Risk Management/Insurance</u>
3580	<u>District Records</u>
3580	<u>District Records</u>
3600	<u>Consultants</u>
3600-E(1)	<u>Consultants</u>
4000	<u>Concepts And Roles</u>
4032	<u>Reasonable Accommodation</u>
4033	<u>Lactation Accommodation</u>
4111	<u>Recruitment And Selection</u>
4111.2	<u>Legal Status Requirement</u>
4111.2	<u>Legal Status Requirement</u>
4112.4	<u>Health Examinations</u>
4112.41	<u>Employee Drug Testing</u>

Code	Description
4112.41	<u>Employee Drug Testing</u>
4112.6	<u>Personnel Files</u>
4112.8	<u>Employment Of Relatives</u>
4112.9	<u>Employee Notifications</u>
4112.9-E(1)	<u>Employee Notifications</u>
4113.5	<u>Working Remotely</u>
4114	<u>Transfers</u>
4114	<u>Transfers</u>
4118	<u>Dismissal/Suspension/Disciplinary Action</u>
4118	<u>Dismissal/Suspension/Disciplinary Action</u>
4119.1	<u>Civil And Legal Rights</u>
4119.11	<u>Sexual Harassment</u>
4119.11	<u>Sexual Harassment</u>
4119.22	<u>Dress And Grooming</u>
4119.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4119.41	<u>Employees With Infectious Disease</u>
4131	<u>Staff Development</u>
4131	<u>Staff Development</u>
4144	<u>Complaints</u>
4144	<u>Complaints</u>
4151	<u>Employee Compensation</u>
4151	<u>Employee Compensation</u>
4154	<u>Health And Welfare Benefits</u>
4154	<u>Health And Welfare Benefits</u>
4161.5	<u>Military Leave</u>
4161.8	<u>Family Care And Medical Leave</u>
4211	<u>Recruitment And Selection</u>
4211.2	<u>Legal Status Requirement</u>

Code	Description
4211.2	<u>Legal Status Requirement</u>
4212.4	<u>Health Examinations</u>
4212.41	<u>Employee Drug Testing</u>
4212.41	<u>Employee Drug Testing</u>
4212.6	<u>Personnel Files</u>
4212.8	<u>Employment Of Relatives</u>
4212.9	<u>Employee Notifications</u>
4212.9-E(1)	<u>Employee Notifications</u>
4213.5	<u>Working Remotely</u>
4218	<u>Dismissal/Suspension/Disciplinary Action</u>
4218	<u>Dismissal/Suspension/Disciplinary Action</u>
4218.1	<u>Dismissal/Suspension/Disciplinary Action (Merit System)</u>
4219.1	<u>Civil And Legal Rights</u>
4219.11	<u>Sexual Harassment</u>
4219.11	<u>Sexual Harassment</u>
4219.22	<u>Dress And Grooming</u>
4219.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4219.41	<u>Employees With Infectious Disease</u>
4231	<u>Staff Development</u>
4231	<u>Staff Development</u>
4244	<u>Complaints</u>
4244	<u>Complaints</u>
4251	<u>Employee Compensation</u>
4251	<u>Employee Compensation</u>
4254	<u>Health And Welfare Benefits</u>
4254	<u>Health And Welfare Benefits</u>
4261.5	<u>Military Leave</u>

Code	Description
4261.8	<u>Family Care And Medical Leave</u>
4311	<u>Recruitment And Selection</u>
4311.2	<u>Legal Status Requirement</u>
4311.2	<u>Legal Status Requirement</u>
4312.4	<u>Health Examinations</u>
4312.41	<u>Employee Drug Testing</u>
4312.41	<u>Employee Drug Testing</u>
4312.6	<u>Personnel Files</u>
4312.8	<u>Employment Of Relatives</u>
4312.9	<u>Employee Notifications</u>
4312.9-E(1)	<u>Employee Notifications</u>
4313.5	<u>Working Remotely</u>
4319.1	<u>Civil And Legal Rights</u>
4319.11	<u>Sexual Harassment</u>
4319.11	<u>Sexual Harassment</u>
4319.22	<u>Dress And Grooming</u>
	<u>Unauthorized Release Of</u>
	<u>Confidential/Privileged</u>
4319.23	<u>Information</u>
	<u>Employees With Infectious</u>
4319.41	<u>Disease</u>
4331	<u>Staff Development</u>
4331	<u>Staff Development</u>
4344	<u>Complaints</u>
4344	<u>Complaints</u>
4351	<u>Employee Compensation</u>
4351	<u>Employee Compensation</u>
4354	<u>Health And Welfare Benefits</u>
4354	<u>Health And Welfare Benefits</u>
4361.5	<u>Military Leave</u>
4361.8	<u>Family Care And Medical Leave</u>
9000	<u>Role Of The Board</u>

9321

Code

Description

Closed Session

» Regulation 4119.11: Sexual Harassment

Status: ADOPTED

Original Adopted Date: 06/12/2018 | Last Revised
Date: 10/13/2020 | Last Reviewed Date: 10/13/2020

[see more](#)

~~Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. However, in June 2020, two motions for a preliminary injunction were filed seeking to postpone the effective date of the regulations and prohibit their enforcement. If the court issues an injunction, portions of this administrative regulation reflecting the Title IX regulations will not be in effect. CSBA will notify districts when the court issues its decision.~~

~~Districts are also cautioned that the federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions arise.~~

The following administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

Title IX Coordinator

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, as well as to oversee, investigate and resolve sexual harassment complaints under AR 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

Tammy Busch
445 Montezuma Street
Rio Vista, CA 94571
(707) 374-1700
contactus@rdsd.org

~~The district shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)~~

Prohibited Conduct Definitions

~~Prohibited~~ Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person

of the same or opposite sex in the work or educational setting under any of the following conditions: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.
3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment.
4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.

For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercise substantial control over the context and respondent: (34 CFR 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

Examples of Sexual Harassment

Examples of actions that might constitute sexual harassment under state or federal law in accordance with the definitions above, in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

Training

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, and nonsupervisory employees receive at least one hour, of classroom or other effective interactive training and education regarding sexual harassment. All newly hired employees and employees promoted to a supervisory position shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)

The district's sexual harassment training and education program shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment
2. The types of conduct that constitute sexual harassment
3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability
4. Strategies to prevent harassment in the workplace
5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware
6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources
7. The limited confidentiality of the complaint process

8. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment
9. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint
10. What to do if the supervisor is personally accused of harassment
11. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed

Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they shall read and acknowledge that they have received.
12. Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation
13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

Notifications

The Superintendent or designee shall notify employees that the district does not discriminate on the basis of sex as required by Title IX, that the Title IX nondiscrimination requirement extends to employment, and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

The district shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted
2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired
3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct
4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's web site (34 CFR 106.8)
5. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees or employee organizations (34 CFR 106.8)

All employees shall receive a copy of an information sheet prepared by the California Department of Fair Employment and Housing (DFEH) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment
2. The definition of sexual harassment under applicable state and federal law
3. A description of sexual harassment, with examples
4. The district's complaint process available to the employee
5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact DFEH and the EEOC
7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, the DFEH poster on discrimination in employment and the illegality of sexual harassment and the DFEH poster regarding transgender rights. (Government Code 12950)

Complaint Procedures

All complaints and allegations of sexual harassment by and against employees shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the

allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 – Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to AR 4030 – Nondiscrimination in Employment.

If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, and address any continuing effects.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
2 CCR 11006-11086	<u>Discrimination in employment</u>
2 CCR 11021	<u>Discrimination in employment - retaliation</u>
2 CCR 11023	<u>Harassment and discrimination prevention and correction</u>
2 CCR 11024	<u>Required training and education on harassment based on sex, gender identity and expression, and sexual orientation</u>
2 CCR 11034	<u>Terms, conditions, and privileges of employment</u>
5 CCR 4900-4965	<u>Nondiscrimination in elementary and secondary education programs</u>
Ed. Code 200-262.4	<u>Educational equity; prohibition of discrimination on the basis of sex</u>
Gov. Code 12900-12996	<u>Fair Employment and Housing Act</u>

State	Description
Gov. Code 12940	<u>Unlawful discriminatory employment practices</u>
Gov. Code 12950	<u>Sexual harassment</u>
Gov. Code 12950.1	<u>Sexual harassment training</u>
Lab. Code 1101	<u>Political activities of employees</u>
Lab. Code 1102.1	<u>Discrimination: sexual orientation</u>

Federal	Description
20 USC 1681-1688	<u>Title IX prohibition against discrimination</u>
34 CFR 106.1-106.9	<u>Nondiscrimination on the basis of sex in education programs or activities</u>
34 CFR 106.51-106.61	<u>Nondiscrimination on the basis of sex in employment in education program or activities</u>
42 USC 2000e-2000e-17	<u>Title VII, Civil Rights Act of 1964, as amended</u>

Management Resources	Description
Court Decision	<u>Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257</u>
Court Decision	<u>Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026</u>
Court Decision	<u>Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275</u>

Management Resources

Description

Court Decision	<u>Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989</u>
Court Decision	<u>Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57</u>
Court Decision	<u>Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998</u>
U.S. Equal Employment Opportunity Com. Publication	<u>Promising Practices for Preventing Harassment, November 2017</u>
Website	<u>California Department of Fair Employment and Housing</u>
Website	<u>U.S. Department of Education, Office for Civil Rights</u>
Website	<u>U.S. Equal Employment Opportunity Commission</u>

Cross References

Code	Description
0410	<u>Nondiscrimination In District Programs And Activities</u>
0450	<u>Comprehensive Safety Plan</u>
1312.3	<u>Uniform Complaint Procedures</u>
1312.3	<u>Uniform Complaint Procedures</u>
3530	<u>Risk Management/Insurance</u>
3530	<u>Risk Management/Insurance</u>
3600	<u>Consultants</u>
3600-E(1)	<u>Consultants</u>

Code	Description
4030	<u>Nondiscrimination In Employment</u>
4030	<u>Nondiscrimination In Employment</u>
4040	<u>Employee Use Of Technology</u>
4040-E(1)	<u>Employee Use Of Technology</u>
4112.9	<u>Employee Notifications</u>
4112.9-E(1)	<u>Employee Notifications</u>
4117.7	<u>Employment Status Reports</u>
4118	<u>Dismissal/Suspension/Disciplinary Action</u>
4118	<u>Dismissal/Suspension/Disciplinary Action</u>
4119.21	<u>Professional Standards</u>
4119.21-E(1)	<u>Professional Standards</u>
4119.22	<u>Dress And Grooming</u>
4131	<u>Staff Development</u>
4131	<u>Staff Development</u>
4144	<u>Complaints</u>
4144	<u>Complaints</u>
4212.9	<u>Employee Notifications</u>
4212.9-E(1)	<u>Employee Notifications</u>
4218.1	<u>Dismissal/Suspension/Disciplinary Action (Merit System)</u>
4219.21	<u>Professional Standards</u>
4219.21-E(1)	<u>Professional Standards - Employment Responsibilities</u>
4219.22	<u>Dress And Grooming</u>
4231	<u>Staff Development</u>
4231	<u>Staff Development</u>
4244	<u>Complaints</u>
4244	<u>Complaints</u>
4300	<u>Administrative And Supervisory Personnel</u>

Code	Description
4300	<u>Administrative And Supervisory Personnel</u>
4312.9	<u>Employee Notifications</u>
4312.9-E(1)	<u>Employee Notifications</u>
4317.7	<u>Employment Status Reports</u>
4319.21	<u>Professional Standards</u>
4319.21-E(1)	<u>Professional Standards</u>
4319.22	<u>Dress And Grooming</u>
4344	<u>Complaints</u>
4344	<u>Complaints</u>
5145.7	<u>Sexual Harassment</u>
5145.7	<u>Sexual Harassment</u>

Regulation 4119.12: Title IX Sexual Harassment Complaint Status: ADOPTED Procedures

Original Adopted Date: 10/13/2020 | Last Reviewed
Date: 10/13/2020

~~Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction, the following administrative regulation will not take effect.~~

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee, while in an education program or activity in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

All other sexual harassment complaints shall be investigated and resolved in accordance with ~~and responded to pursuant to~~ AR 4030 - Nondiscrimination in Employment. The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the district's Title IX Coordinator.

Because the complainant has a right to pursue a complaint under AR 4030 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for AR 4030 are concurrently met while implementing the Title IX procedure.

Reporting Allegations/Filing a Formal Complaint

An employee who is the alleged victim of sexual harassment may submit a report of sexual harassment ~~shall be submitted directly to or forwarded to the~~ to the district's Title IX

Coordinator using the contact information listed in AR 4119.11/4219.11/4319.11 - Sexual Harassment or to the employee's direct supervisor or other district administrator, who shall forward the report to the Title IX Coordinator within one day of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the process for filing a formal complaint.

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations in which a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations, including as part of the district's obligation to not be deliberately indifferent to know allegations of sexual harassment. In such cases, the alleged victim is not a party to the case, but will receive notices as required by the Title IX regulations at specific points in the complaint process.

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

The Superintendent or designee shall ensure that the Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such persons receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, even if a formal complaint is not filed, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures which are nondisciplinary, nonpunitive, and do not unreasonably burden the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures may include, but are not limited to, counseling, extensions of deadlines, modifications of work schedules, mutual restrictions on contact, changes in work locations, leaves of absence, increased security, and monitoring of certain areas of the campus. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures. (34 CFR 106.30, 106.44)

Emergency Removal

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

If the respondent is a student, the district may, on an emergency basis, remove the student

from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint **in which the alleged conduct** that did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly, and simultaneously to the parties, send written notice of the dismissal and the reasons for the dismissal **and shall inform them of their right to appeal the dismissal of a formal complaint or any allegation in the complaint in accordance with the appeal procedures described in the section "Appeals" below.** (34 CFR 106.45)

If a complaint is dismissed on the grounds that the alleged conduct does not constitute sexual harassment as defined in 34 CFR 106.30, the conduct may still be addressed pursuant to AR 4030 - Nondiscrimination in Employment as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be

maintained or could be shared.

2. Obtains the parties' voluntary, written consent to the informal resolution process

~~Formal Complaint Process~~ Written Notice

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, the district investigates allegations about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall provide either party with no less than three calendar days to raise concerns of conflict of interest or bias regarding any of these persons.

Investigation Procedures

During the investigation process, the district shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence

2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response
- ~~9. After sending the investigative report to the parties and before reaching a determination regarding responsibility, afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party~~

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within ~~45~~ 60 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the district shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the

complainant

6. The district's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the **decision or dismissal determination**, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered. Either party has the right to file a complaint with the U.S. Equal Employment Opportunity Commission.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may

include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

Record-Keeping

The Superintendent or designee shall maintain for a period of seven years a record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, any appeal or informal resolution and the results therefrom, a record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances, and responses made pursuant to 34 CFR 106.44. (34 CFR 106.45)

The Superintendent or designee shall also maintain for a period of seven years all materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public. (34 CFR 106.45)

» Regulation 4219.11: Sexual Harassment

Status: ADOPTED

Original Adopted Date: 06/12/2018 | Last Revised
Date: 10/13/2020 | Last Reviewed Date: 10/13/2020

[see more](#)

~~Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. However, in June 2020, two motions for a preliminary injunction were filed seeking to postpone the effective date of the regulations and prohibit their enforcement. If the court issues an injunction, portions of this administrative regulation reflecting the Title IX regulations will not be in effect. CSBA will notify districts when the court issues its decision.~~

~~Districts are also cautioned that the federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions arise.~~

The following administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

Title IX Coordinator

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, as well as to oversee, investigate and resolve sexual harassment complaints under AR 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

Tammy Busch
445 Montezuma Street
Rio Vista, CA 94571
(707) 374-1700
contactus@rdsd.org

~~The district shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)~~

Prohibited Conduct Definitions

~~Prohibited~~ Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person

of the same or opposite sex in the work or educational setting under any of the following conditions: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.
3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment.
4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.

For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, sexual harassment is defined as an off the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

Examples of Sexual Harassment

Examples of actions that might constitute sexual harassment in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects

3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

Training

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, and nonsupervisory employees receive at least one hour, of classroom or other effective interactive training and education regarding sexual harassment. All newly hired employees and employees promoted to a supervisory position shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)

The district's sexual harassment training and education program shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment
2. The types of conduct that constitute sexual harassment
3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability
4. Strategies to prevent harassment in the workplace
5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware
6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and

hypotheticals based on workplace situations and other sources

7. The limited confidentiality of the complaint process
8. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment
9. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint
10. What to do if the supervisor is personally accused of harassment
11. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed

Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they shall read and acknowledge that they have received.

12. Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation
13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

Notifications

The Superintendent or designee shall notify employees that the district does not discriminate on the basis of sex as required by Title IX, that the Title IX nondiscrimination requirement extends to employment, and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

The district shall notify employees, bargaining units, and applicants of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34

CFR 106.8)

A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted
2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired
3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct
4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's web site (34 CFR 106.8)
5. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees or employee organizations (34 CFR 106.8)

All employees shall receive a copy of an information sheet prepared by the California Department of Fair Employment and Housing (DFEH) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment
2. The definition of sexual harassment under applicable state and federal law
3. A description of sexual harassment, with examples
4. The district's complaint process available to the employee
5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact DFEH and the EEOC
7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, the DFEH poster on discrimination in employment and the illegality of sexual harassment and the DFEH poster regarding transgender rights. (Government Code 12950)

Complaint Procedures

All complaints and allegations of sexual harassment by and against employees shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 – Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to AR 4030 – Nondiscrimination in Employment.

If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, and address any continuing effects.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
2 CCR 11006-11086	<u>Discrimination in employment</u>
2 CCR 11021	<u>Discrimination in employment - retaliation</u>
2 CCR 11023	<u>Harassment and discrimination prevention and correction</u>
2 CCR 11024	<u>Required training and education on harassment based on sex, gender identity and expression, and sexual orientation</u>
2 CCR 11034	<u>Terms, conditions, and privileges of employment</u>
5 CCR 4900-4965	<u>Nondiscrimination in elementary and secondary education programs</u>
Ed. Code 200-262.4	<u>Educational equity; prohibition of discrimination on the basis of sex</u>

	State	Description
Gov. Code 12900-12996		<u>Fair Employment and Housing Act</u>
Gov. Code 12940		<u>Unlawful discriminatory employment practices</u>
Gov. Code 12950		<u>Sexual harassment</u>
Gov. Code 12950.1		<u>Sexual harassment training</u>
Lab. Code 1101		<u>Political activities of employees</u>
Lab. Code 1102.1		<u>Discrimination: sexual orientation</u>

	Federal	Description
20 USC 1681-1688		<u>Title IX prohibition against discrimination</u>
34 CFR 106.1-106.9		<u>Nondiscrimination on the basis of sex in education programs or activities</u>
34 CFR 106.51-106.61		<u>Nondiscrimination on the basis of sex in employment in education program or activities</u>
42 USC 2000e-2000e-17		<u>Title VII, Civil Rights Act of 1964, as amended</u>

	Management Resources	Description
Court Decision		<u>Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257</u>
Court Decision		<u>Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026</u>

Management Resources	Description
Court Decision	<u>Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275</u>
Court Decision	<u>Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989</u>
Court Decision	<u>Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57</u>
Court Decision	<u>Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998</u>
U.S. Equal Employment Opportunity Com. Publication	<u>Promising Practices for Preventing Harassment, November 2017</u>
Website	<u>California Department of Fair Employment and Housing</u>
Website	<u>U.S. Department of Education, Office for Civil Rights</u>
Website	<u>U.S. Equal Employment Opportunity Commission</u>

Cross References

Code	Description
0410	<u>Nondiscrimination In District Programs And Activities</u>
0450	<u>Comprehensive Safety Plan</u>
1312.3	<u>Uniform Complaint Procedures</u>
1312.3	<u>Uniform Complaint Procedures</u>
3530	<u>Risk Management/Insurance</u>
3530	<u>Risk Management/Insurance</u>

Code	Description
3600	<u>Consultants</u>
3600-E(1)	<u>Consultants</u>
4030	<u>Nondiscrimination In Employment</u>
4030	<u>Nondiscrimination In Employment</u>
4040	<u>Employee Use Of Technology</u>
4040-E(1)	<u>Employee Use Of Technology</u>
4112.9	<u>Employee Notifications</u>
4112.9-E(1)	<u>Employee Notifications</u>
4117.7	<u>Employment Status Reports</u>
4118	<u>Dismissal/Suspension/Disciplinary Action</u>
4118	<u>Dismissal/Suspension/Disciplinary Action</u>
4119.21	<u>Professional Standards</u>
4119.21-E(1)	<u>Professional Standards</u>
4119.22	<u>Dress And Grooming</u>
4131	<u>Staff Development</u>
4131	<u>Staff Development</u>
4144	<u>Complaints</u>
4144	<u>Complaints</u>
4212.9	<u>Employee Notifications</u>
4212.9-E(1)	<u>Employee Notifications</u>
4218.1	<u>Dismissal/Suspension/Disciplinary Action (Merit System)</u>
4219.21	<u>Professional Standards</u>
4219.21-E(1)	<u>Professional Standards - Employment Responsibilities</u>
4219.22	<u>Dress And Grooming</u>
4231	<u>Staff Development</u>
4231	<u>Staff Development</u>
4244	<u>Complaints</u>
4244	<u>Complaints</u>

Code	Description
4300	<u>Administrative And Supervisory Personnel</u>
4300	<u>Administrative And Supervisory Personnel</u>
4312.9	<u>Employee Notifications</u>
4312.9-E(1)	<u>Employee Notifications</u>
4317.7	<u>Employment Status Reports</u>
4319.21	<u>Professional Standards</u>
4319.21-E(1)	<u>Professional Standards</u>
4319.22	<u>Dress And Grooming</u>
4344	<u>Complaints</u>
4344	<u>Complaints</u>
5145.7	<u>Sexual Harassment</u>
5145.7	<u>Sexual Harassment</u>

Regulation 4219.12: Title IX Sexual Harassment Complaint Status: ADOPTED Procedures

Original Adopted Date: 10/13/2020 | Last Reviewed Date: 10/13/2020

~~Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction, the following administrative regulation will not take effect.~~

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee while in an education program or activity in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

All other sexual harassment complaints shall be investigated and responded to pursuant to AR 4030 - Nondiscrimination in Employment. The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the district's Title IX Coordinator.

Because the complainant has a right to pursue a complaint under AR 4030 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for AR 4030 are concurrently met while implementing the Title IX procedure.

Reporting Allegations/Filing a Formal Complaint

An employee who is the alleged victim of a sexual harassment may submit a report of sexual

harassment ~~shall be submitted directly to or forwarded~~ to the district's Title IX Coordinator using the contact information listed in AR 4119.11/4219.11/4319.11 - Sexual Harassment.

Upon receiving such a report, the Title IX Coordinator shall **inform the complainant of the right to file a formal complaint and** the process for filing a formal complaint.

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations in which a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations, **including as part of the district's obligation to not be deliberately indifferent to known allegations of sexual harassment.** In such cases, the alleged victim ~~is not a party to the case, but~~ will receive notices as required by the Title IX regulations at specific points in the complaint process.

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

The Superintendent or designee shall ensure that the Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such persons receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, ~~even if a formal complaint is not filed,~~ the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures which are nondisciplinary, nonpunitive, and do not unreasonably burden the other party, **including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment.** **Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed.** Such measures may include, but are not limited to, counseling, extensions of deadlines, modifications of work schedules, mutual restrictions on contact, changes in work locations, leaves of absence, increased security, and monitoring of certain areas of the campus. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures. (34 CFR 106.30, 106.44)

Emergency Removal

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

If the respondent is a student, the district may, on an emergency basis, remove the student from the district's education program or activity, provided that the district conducts an

individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint that did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly, and simultaneously to the parties, send written notice of the dismissal and the reasons for the dismissal and shall inform them of their right to appeal the dismissal of a formal complaint or any allegation in the complaint in accordance with the appeal procedures described in the section "Appeals" below. (34 CFR 106.45)

If a complaint is dismissed on the grounds that the alleged conduct does not constitute sexual harassment as defined in 34 CFR 106.30, the conduct may still be addressed pursuant to AR 4030 - Nondiscrimination in Employment as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.

2. Obtains the parties' voluntary, written consent to the informal resolution process

~~Formal Complaint Process~~ **Written Notice**

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, the district investigates allegations about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator. ~~provide either party with no less than three calendar days to raise concerns of conflict of interest or bias regarding any of these persons.~~

Investigation Procedures

During the investigation process, the district **designated investigator** shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence

2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response
- ~~9. After sending the investigative report to the parties and before reaching a determination regarding responsibility, afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party~~

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. (34CFR 106.45)

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

After the investigative report has been set to the parties but before reaching a determination regarding responsibility, the decision-maker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within ~~45~~ 60 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the district shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination

4. Conclusions regarding the application of the district's code of conduct to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant
6. The district's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the determination, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered. Either party has the right to file a complaint with the U.S. Department of Education's Office of Civil Rights within 180 days of the date of the most recently alleged misconduct. ~~Equal Employment Opportunity Commission.~~

~~A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.~~

The complaint shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

Record-Keeping

The Superintendent or designee shall maintain for a period of seven years a record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, any appeal or informal resolution and the results therefrom; a record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complaint, the reasons that such a response was not unreasonable in light of the known circumstances. ~~and responses made pursuant to 34 CFR 106.44.~~ (34 CFR 106.45)

The Superintendent or designee shall also maintain for a period of seven years all materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public. (34 CFR 106.45)

» Regulation 4319.11: Sexual Harassment

Status: ADOPTED

Original Adopted Date: 06/12/2018 | Last Revised
Date: 10/13/2020 | Last Reviewed Date: 10/13/2020

[see more](#)

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. However, in June 2020, two motions for a preliminary injunction were filed seeking to postpone the effective date of the regulations and prohibit their enforcement. If the court issues an injunction, portions of this administrative regulation reflecting the Title IX regulations will not be in effect. CSBA will notify districts when the court issues its decision.

Districts are also cautioned that the federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions arise.

The following administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

Title IX Coordinator

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 in accordance with AR 4119.12/4219.12/4319.12 – Title IX Sexual Harassment Complaint Procedures, as well as to oversee, investigate and resolve sexual harassment complaints under AR 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

Tammy Busch
445 Montezuma Street
Rio Vista, CA 94571
(707) 374-1700
contactus@rdsd.org

~~The district shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)~~

Prohibited Conduct Definitions

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person

of the same or opposite sex in the work or educational setting under any of the following conditions: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.
3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment.
4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.

For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, sexual harassment is defined as an off the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

Examples of Sexual Harassment

Examples of actions that might constitute sexual harassment in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors

2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

Training

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, and nonsupervisory employees receive at least one hour, of classroom or other effective interactive training and education regarding sexual harassment. All newly hired employees and employees promoted to a supervisory position shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)

The district's sexual harassment training and education program shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment
2. The types of conduct that constitute sexual harassment
3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability
4. Strategies to prevent harassment in the workplace
5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware

6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources
 7. The limited confidentiality of the complaint process
 8. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment
 9. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint
 10. What to do if the supervisor is personally accused of harassment
 11. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed
- Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they shall read and acknowledge that they have received.
12. Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation
 13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

Notifications

The Superintendent or designee shall notify employees that the district does not discriminate on the basis of sex as required by Title IX, that the Title IX nondiscrimination requirement extends to employment, and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

The district shall notify employees, bargaining units, and applicants of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted
2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired
3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct
4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's web site (34 CFR 106.8)
5. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees or employee organizations (34 CFR 106.8)

All employees shall receive a copy of an information sheet prepared by the California Department of Fair Employment and Housing (DFEH) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment
2. The definition of sexual harassment under applicable state and federal law
3. A description of sexual harassment, with examples
4. The district's complaint process available to the employee
5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact DFEH and the EEOC
7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, the DFEH poster on discrimination in employment and the illegality of sexual harassment and the DFEH poster regarding transgender rights. (Government Code 12950)

Complaint Procedures

All complaints and allegations of sexual harassment by and against employees shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to AR 4030 - Nondiscrimination in Employment.

If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, and address any continuing effects.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
2 CCR 11006-11086	<u>Discrimination in employment</u>
2 CCR 11021	<u>Discrimination in employment - retaliation</u>
2 CCR 11023	<u>Harassment and discrimination prevention and correction</u>
2 CCR 11024	<u>Required training and education on harassment based on sex, gender identity and expression, and sexual orientation</u>
2 CCR 11034	<u>Terms, conditions, and privileges of employment</u>
5 CCR 4900-4965	<u>Nondiscrimination in elementary and secondary</u>

State	Description
Ed. Code 200-262.4	<u>education programs</u> <u>Educational equity; prohibition of discrimination on the basis of sex</u>
Gov. Code 12900-12996	<u>Fair Employment and Housing Act</u>
Gov. Code 12940	<u>Unlawful discriminatory employment practices</u>
Gov. Code 12950	<u>Sexual harassment</u>
Gov. Code 12950.1	<u>Sexual harassment training</u>
Lab. Code 1101	<u>Political activities of employees</u>
Lab. Code 1102.1	<u>Discrimination: sexual orientation</u>

Federal	Description
20 USC 1681-1688	<u>Title IX prohibition against discrimination</u>
34 CFR 106.1-106.9	<u>Nondiscrimination on the basis of sex in education programs or activities</u>
34 CFR 106.51-106.61	<u>Nondiscrimination on the basis of sex in employment in education program or activities</u>
42 USC 2000e-2000e-17	<u>Title VII, Civil Rights Act of 1964, as amended</u>

Management Resources	Description
Court Decision	<u>Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257</u>

Management Resources	Description
Court Decision	<u>Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026</u>
Court Decision	<u>Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275</u>
Court Decision	<u>Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989</u>
Court Decision	<u>Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57</u>
Court Decision	<u>Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998</u>
U.S. Equal Employment Opportunity Com. Publication	<u>Promising Practices for Preventing Harassment, November 2017</u>
Website	<u>California Department of Fair Employment and Housing</u>
Website	<u>U.S. Department of Education, Office for Civil Rights</u>
Website	<u>U.S. Equal Employment Opportunity Commission</u>

Cross References

Code	Description
0410	<u>Nondiscrimination In District Programs And Activities</u>
0450	<u>Comprehensive Safety Plan</u>

Code	Description
1312.3	<u>Uniform Complaint Procedures</u>
1312.3	<u>Uniform Complaint Procedures</u>
3530	<u>Risk Management/Insurance</u>
3530	<u>Risk Management/Insurance</u>
3600	<u>Consultants</u>
3600-E(1)	<u>Consultants</u>
4030	<u>Nondiscrimination In Employment</u>
4030	<u>Nondiscrimination In Employment</u>
4040	<u>Employee Use Of Technology</u>
4040-E(1)	<u>Employee Use Of Technology</u>
4112.9	<u>Employee Notifications</u>
4112.9-E(1)	<u>Employee Notifications</u>
4117.7	<u>Employment Status Reports</u>
4118	<u>Dismissal/Suspension/Disciplinary Action</u>
4118	<u>Dismissal/Suspension/Disciplinary Action</u>
4119.21	<u>Professional Standards</u>
4119.21-E(1)	<u>Professional Standards</u>
4119.22	<u>Dress And Grooming</u>
4131	<u>Staff Development</u>
4131	<u>Staff Development</u>
4144	<u>Complaints</u>
4144	<u>Complaints</u>
4212.9	<u>Employee Notifications</u>
4212.9-E(1)	<u>Employee Notifications</u>
4218.1	<u>Dismissal/Suspension/Disciplinary Action (Merit System)</u>
4219.21	<u>Professional Standards</u>
4219.21-E(1)	<u>Professional Standards - Employment Responsibilities</u>
4219.22	<u>Dress And Grooming</u>

Code	Description
4231	<u>Staff Development</u>
4231	<u>Staff Development</u>
4244	<u>Complaints</u>
4244	<u>Complaints</u>
4300	<u>Administrative And Supervisory Personnel</u>
4300	<u>Administrative And Supervisory Personnel</u>
4312.9	<u>Employee Notifications</u>
4312.9-E(1)	<u>Employee Notifications</u>
4317.7	<u>Employment Status Reports</u>
4319.21	<u>Professional Standards</u>
4319.21-E(1)	<u>Professional Standards</u>
4319.22	<u>Dress And Grooming</u>
4344	<u>Complaints</u>
4344	<u>Complaints</u>
5145.7	<u>Sexual Harassment</u>
5145.7	<u>Sexual Harassment</u>

Regulation 4319.12: Title IX Sexual Harassment Complaint Status: ADOPTED Procedures

Original Adopted Date: 10/13/2020 | Last Reviewed Date: 10/13/2020

~~Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction, the following administrative regulation will not take effect.~~

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee **while in an education program or activity in which a district school exercises substantial control over the context and respondent**, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

All other sexual harassment complaints shall be investigated and **resolve in accordance with responded to pursuant** to AR 4030 - Nondiscrimination in Employment. **The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the district's Title IX Coordinator.**

Because the complainant has a right to pursue a complaint under AR 4030 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for AR 4030 are concurrently met while implementing the Title IX procedure.

Reporting Allegations/Filing a Formal Complaint

An employee who is the alleged victim of sexual harassment may submit a report of sexual harassment shall be submitted directly to or forwarded to the district's Title IX Coordinator using the contact information listed in AR 4119.11/4219.11/4319.11 - Sexual Harassment or to the employee's direct supervisor or other district administrator, who shall forward the report to the Title IX Coordinator within one day of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint.

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations in which a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations, including as part of the district's obligation to not be deliberately indifferent to know allegations of sexual harassment. In such cases, the alleged victim ~~is not a party to the case, but~~ will receive notices as required by the Title IX regulations at specific points in the complaint process.

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

The Superintendent or designee shall ensure that the Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such persons receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, ~~even if a formal complaint is not filed~~, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures which are nondisciplinary, nonpunitive, and do not unreasonably burden the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures may include, but are not limited to, counseling, extensions of deadlines, modifications of work schedules, mutual restrictions on contact, changes in work locations, leaves of absence, increased security, and monitoring of certain areas of the campus. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures. (34 CFR 106.30, 106.44)

Emergency Removal

If a district employee is the respondent, the employee may be placed on administrative leave

during the pendency of the formal complaint process. (34 CFR 106.44)

If the respondent is a student, the district may, on an emergency basis, remove the student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint that did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly, and simultaneously to the parties, send written notice of the dismissal and the reasons for the dismissal and shall inform them of their right to appeal the dismissal of a formal complaint or any allegation in the complaint in accordance with the appeal procedures described in the section "Appeals" below. (34 CFR 106.45)

If a complaint is dismissed on the grounds that the alleged conduct does not constitute sexual harassment as defined in 34 CFR 106.30, the conduct may still be addressed pursuant to AR 4030 - Nondiscrimination in Employment as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process

and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.

2. Obtains the parties' voluntary, written consent to the informal resolution process

~~Formal Complaint Process~~ Written Notice

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, the district investigates allegations about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator. ~~provide either party with no less than three calendar days to raise concerns of conflict of interest or bias regarding any of these persons.~~

Investigation Procedures

During the investigation process, the district shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response
- ~~9. After sending the investigative report to the parties and before reaching a determination regarding responsibility, afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party~~

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if

the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within ~~45~~ 60 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the district shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct to the facts

5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant
6. The district's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the determination, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered. Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct. ~~Equal Employment Opportunity Commission.~~

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

The complainant shall be advised of any civil law remedies, including, but not limited to injunctions, restraining orders, or other remedies or orders that may be available under state

or federal antidiscrimination laws, if applicable.

Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

Record-Keeping

The Superintendent or designee shall maintain for a period of seven years a record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, any appeal or informal resolution and the results therefrom,; and a record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances ~~and responses made pursuant to 34 CFR 106.44.~~ (34 CFR 106.45)

The Superintendent or designee shall also maintain for a period of seven years all materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public. (34 CFR 106.45)

Regulation Status: ADOPTED
5145.7:Sexual Harassment

Original Adopted Date: 03/14/2017 | Last Revised Date: 10/13/2020 | Last Reviewed Date: 10/13/2020 see more

~~Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. However, in June 2020, two motions for a preliminary injunction were filed seeking to postpone the effective date of the regulations and prohibit their enforcement. If the court issues an injunction, portions of this administrative regulation reflecting the Title IX regulations will not be in effect. CSBA will notify districts when the court issues its decision.~~

~~Districts are also cautioned that the federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions arise.~~

Title IX Coordinator

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 in accordance with AR 5145.71 - Title IX Sexual Harassment Complaint Procedures, as well as to investigate and resolve sexual harassment complaints under AR 1312.3 - Uniform Complaint Procedures. The Title IX Coordinator(s) may be contacted at:

Tammy Busch
445 Montezuma Street
Rio Vista, CA 94571
(707) 374-1700
contactus@rdusd.org

~~The district shall notify students, parents/guardians, employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)~~

Prohibited Conduct Definitions

~~Prohibited~~ Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress.
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student.
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment.
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity.

Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sexual harassment in violation of district policy if it has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.

For purposes of applying the complaint procedures specified in Title IX of the Education Amendment of 1972, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

Examples of Sexual Harassment

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment under state and/or federal law, in accordance with the definitions above, include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions

3. Graphic verbal comments about an individual's body or overly personal conversation
4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking, or brushing the body
8. Touching an individual's body or clothes in a sexual way
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. Sexual assault, sexual battery, or sexual coercion
12. Electronic communications containing comments, words, or images described above

~~Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sexual harassment in violation of district policy if it has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.~~

Notifications

The Superintendent or designee shall notify students and parent/guardians that the district does not discriminate on the basis of sex as required by Title IX and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

The district shall notify students and parents/guardians of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34CFR 106.8)

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)

2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)
3. Be summarized on a poster which shall be prominently and conspicuously displayed in each bathroom and locker room at each school. The poster may be displayed in public areas that are accessible to and frequented by students, including, but not limited to, classrooms, hallways, gymnasiums, auditoriums, and cafeterias. The poster shall display the rules and procedures for reporting a charge of sexual harassment; the name, phone number, and email address of an appropriate school employee to contact to report a charge of sexual harassment; the rights of the reporting student, the complainant, and the respondent; and the responsibilities of the school. (Education Code 231.6)
4. Be posted in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. This shall include the name or title, office address, email address, and telephone number of the employee(s) designated as the district's Title IX Coordinator. (Education Code 234.6; 34 CFR 106.8)
5. Be provided as part of any orientation program conducted for new and continuing students at the beginning of each quarter, semester, or summer session (Education Code 231.5)
6. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)
7. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to students, parents/guardians, ~~employees, or employee organizations~~ (34 CFR 106.8)

Reporting Complaints

A student or parent/guardian who believes that the student has been subjected to sexual harassment by another student, an employee, or a third party or who has witnessed sexual harassment is strongly encouraged to report the incident to a teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Within one school day of receiving such a report, the principal or other school employee shall forward the report to the district's Title IX Coordinator. Any school employee who observes an incident of sexual harassment involving a student shall, within one school day, report the observation to the principal or Title IX Coordinator, regardless of whether the alleged victim files a formal complaint or requests confidentiality.

When a report or complaint of sexual harassment involves off-campus conduct, the Title IX

Coordinator shall assess whether the conduct may create or contribute to the creation of a hostile school environment. If the Title IX Coordinator determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.

When a verbal or informal report of sexual harassment is submitted, the Title IX Coordinator shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with applicable district complaint procedures.

Complaint Procedures

All complaints of sexual harassment by and against students shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to AR 1312.3 - Uniform Complaint Procedures.

If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, implement remedies, and address any continuing effects.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

	State	Description
5 CCR 4600-4670		<u>Uniform complaint procedures</u>
5 CCR 4900-4965		<u>Nondiscrimination in elementary and secondary education programs</u>
Civ. Code 1714.1		<u>Liability of parent or guardian for act of willful misconduct by a minor</u>
Civ. Code 51.9		<u>Liability for sexual harassment; business, service and professional relationships</u>

State	Description
Ed. Code 200-262.4	<u>Educational equity; prohibition of discrimination on the basis of sex</u>
Ed. Code 48900	<u>Grounds for suspension and expulsion</u>
Ed. Code 48900.2	<u>Additional grounds for suspension or expulsion; sexual harassment</u>
Ed. Code 48904	<u>Liability of parent/guardian for willful student misconduct</u>
Ed. Code 48980	<u>Notice at beginning of term</u>
Gov. Code 12950.1	<u>Sexual harassment training</u>
Federal	Description
20 USC 1221	<u>Application of laws</u>
20 USC 1232g	<u>Family Educational Rights and Privacy Act (FERPA) of 1974</u>
20 USC 1681-1688	<u>Title IX, discrimination</u>
34 CFR 106.1-106.71	<u>Nondiscrimination on the basis of sex in education programs</u>
34 CFR 99.1-99.67	<u>Family Educational Rights and Privacy</u>
42 USC 1983	<u>Civil action for deprivation of rights</u>
42 USC 2000d-2000d-7	<u>Title VI, Civil Rights Act of 1964</u>
42 USC 2000e-2000e-17	<u>Title VII, Civil Rights Act of 1964, as amended</u>

Management Resources

Description

Court Decision	<u>Davis v. Monroe County Board of Education, (1999) 526 U.S. 629</u>
Court Decision	<u>Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447</u>
Court Decision	<u>Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130</u>
Court Decision	<u>Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274</u>
Court Decision	<u>Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473</u>
Court Decision	<u>Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736</u>
Court Decision	<u>Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567</u>
CSBA Publication	<u>Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011</u>
CSBA Publication	<u>Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014</u>

Management Resources

Description

U.S. DOE, Office For Civil Rights Publication	Dear Colleague Letter: Title IX Coordinators, April 2015
U.S. DOE, Office for Civil Rights Publication	Q&A on Campus Sexual Misconduct, September 2017
U.S. DOE, Office for Civil Rights Publication	Sexual Harassment: It's Not Academic, September 2008
U.S. DOE, Office for Civil Rights Publication	Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
U.S. DOE, Office for Civil Rights Publication	Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016
Website	California Department of Education
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
1312.1	Complaints Concerning District Employees

Code	Description
1312.1	<u>Complaints Concerning District Employees</u>
1312.3	<u>Uniform Complaint Procedures</u>
1312.3	<u>Uniform Complaint Procedures</u>
3515.4	<u>Recovery For Property Loss Or Damage</u>
3515.4	<u>Recovery For Property Loss Or Damage</u>
3530	<u>Risk Management/Insurance</u>
3530	<u>Risk Management/Insurance</u>
4117.7	<u>Employment Status Reports</u>
4119.11	<u>Sexual Harassment</u>
4119.11	<u>Sexual Harassment</u>
4219.11	<u>Sexual Harassment</u>
4219.11	<u>Sexual Harassment</u>
4219.21	<u>Professional Standards</u>
4219.21-E(1)	<u>Professional Standards - Employment Responsibilities</u>
4231	<u>Staff Development</u>
4231	<u>Staff Development</u>
4317.7	<u>Employment Status Reports</u>
4319.11	<u>Sexual Harassment</u>
4319.11	<u>Sexual Harassment</u>
4319.21	<u>Professional Standards</u>
4319.21-E(1)	<u>Professional Standards</u>
5125	<u>Student Records</u>
5125	<u>Student Records</u>
5131	<u>Conduct</u>
5131.2	<u>Bullying</u>
5131.2	<u>Bullying</u>
5131.5	<u>Vandalism And Graffiti</u>
5132	<u>Dress And Grooming</u>

Code	Description
5132	<u>Dress And Grooming</u>
5132-E(1)	<u>Dress And Grooming - Uniform Dress</u>
5137	<u>Positive School Climate</u>
5138	<u>Conflict Resolution/Peer Mediation</u>
5141.4	<u>Child Abuse Prevention And Reporting</u>
5141.4	<u>Child Abuse Prevention And Reporting</u>
5141.52	<u>Suicide Prevention</u>
5141.52	<u>Suicide Prevention</u>
5144	<u>Discipline</u>
5144	<u>Discipline</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5144.2	<u>Suspension And Expulsion/Due Process (Students With Disabilities)</u>
5145.2	<u>Freedom Of Speech/Expression</u>
5145.2	<u>Freedom Of Speech/Expression</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.6	<u>Parental Notifications</u>
5145.6-E(1)	<u>Parental Notifications</u>
6142.8	<u>Comprehensive Health Education</u>
6142.8	<u>Comprehensive Health Education</u>
6145	<u>Extracurricular And Cocurricular Activities</u>

Code	Description
6145	<u>Extracurricular And Cocurricular Activities</u>
6145.2	<u>Athletic Competition</u>
6145.2	<u>Athletic Competition</u>
6163.4	<u>Student Use Of Technology</u>
6163.4-E(1)	<u>Student Use Of Technology</u>

5145.71: Title IX Sexual Harassment Complaint Procedures Status: ADOPTED

Original Adopted Date: 10/13/2020 | Last Reviewed

Date: 10/13/2020

~~Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction, the following administrative regulation will not take effect.~~

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a student was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

All other sexual harassment complaints shall be investigated and responded to pursuant to BP/AR 1312.3 - Uniform Complaint Procedures. The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the district's Title IX Coordinator.

Because the complainant has a right to pursue a complaint under BP/AR 1312.3 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for BP/AR 1312.3 are concurrently met while implementing the Title IX procedure.

Reporting Allegations/Filing a Formal Complaint

~~A report of sexual harassment shall be submitted directly to or forwarded to~~ A student who is the alleged victim of sexual harassment or the student's parent/guardian may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in AR 5145.7 - Sexual Harassment or to any other available school

employee, who shall forward the report to the Title IX Coordinator within one day of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint. (34 CFR 106.44)

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations in which a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations, including as part of the district's obligation to not be deliberately indifferent to known allegations of sexual harassment. In such cases, ~~the alleged victim is not a party to the case, but will receive notices as required by the Title IX regulations at specific points in the complaint process.~~ the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

The Superintendent or designee shall ensure that the Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such persons receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, ~~even if a formal complaint is not filed,~~ the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures. Such measures shall be nondisciplinary, nonpunitive, and designed to restore or preserve equal access to the district's education program or activity without ~~de~~ ~~not~~ unreasonably burden the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Such measures may include, but are not limited to, counseling, course-related adjustments, modifications of class schedules, mutual restrictions on contact, increased security, and monitoring of certain areas of the campus. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

Emergency Removal from School

A student shall not be disciplined for alleged sexual harassment under Title IX until the investigation has been completed. However, on an emergency basis, the district may remove

a student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint **in which the alleged conduct** did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer enrolled or employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly, and simultaneously to the parties, send written notice of the dismissal and the reasons for the dismissal **and shall inform them of their right to appeal the dismissal of a formal complaint or any allegation in the complaint in accordance with the appeal procedures described in the section "Appeals" below.** (34 CFR 106.45)

If a complaint is dismissed on the grounds that the alleged conduct does not constitute sexual harassment as defined in 34 CFR 106.30, the conduct may still be addressed pursuant to BP/AR 1312.3 - Uniform Complaint Procedures as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process

and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.

2. Obtains the parties' voluntary, written consent to the informal resolution process
3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

Formal Complaint Process Written Notice

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, the district investigates allegations about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these person, the party should immediately notify the Title IX Coordinator. ~~provide either party with no less than three calendar days to raise concerns of conflict of interest or bias regarding any of these persons.~~

Investigation Procedures

During the investigation process, the district shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response
- ~~9. After sending the investigative report to the parties and before reaching a determination regarding responsibility, afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness,~~

~~provide each party with the answers, and allow for additional, limited follow-up questions from each party~~

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. (34 CFR 106.45)

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within ~~45~~ 60 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the district shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and

hearings held if the district includes hearings as part of the grievance process

3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant
6. The district's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving **the notice of the decision or dismissal determination**, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered. ~~Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights.~~

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Either party has the right to file a complaint with the U.S. Department of Education's Office of Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Corrective/Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

For students in grades 4-12, discipline for sexual harassment may include suspension and/or expulsion. After the completion of the complaint procedure, if it is determined that a student at any grade level has committed sexual assault or sexual battery at school or at a school activity off school grounds, the principal or Superintendent shall immediately suspend the student and shall recommend expulsion. (Education Code 48900.2, 48915)

Other actions that may be taken with a student who is determined to be responsible for sexual harassment include, but are not limited to:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education of the student regarding the impact of the conduct on others
4. Positive behavior support
5. Referral of the student to a student success team

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

Record-Keeping

The Superintendent or designee shall maintain for a period of seven years a record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, any appeal or informal resolution and the results therefrom. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances. ~~and responses made pursuant to 34 CFR 106.44.~~ (34 CFR 106.45)

The Superintendent or designee shall also maintain for a period of seven years all materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public. (34 CFR 106.45)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 4600-4670	<u>Uniform complaint procedures</u>
5 CCR 4900-4965	<u>Nondiscrimination in elementary and secondary education programs</u>
Civ. Code 1714.1	<u>Liability of parent or guardian for act of willful misconduct by a minor</u>

State	Description
Civ. Code 51.9	<u>Liability for sexual harassment; business, service and professional relationships</u>
Ed. Code 200-262.4	<u>Educational equity; prohibition of discrimination on the basis of sex</u>
Ed. Code 48900	<u>Grounds for suspension and/or expulsion</u>
Ed. Code 48900.2	<u>Additional grounds for suspension or expulsion; sexual harassment</u>
Ed. Code 48985	<u>Notification, primary language other than English</u>
Gov. Code 12950.1	<u>Sexual harassment training</u>
Federal	Description
20 USC 1092	<u>Definition of sexual assault</u>
20 USC 1221	<u>Application of laws</u>
20 USC 1232g	<u>Family Educational Rights and Privacy Act (FERPA) of 1974</u>
20 USC 1681-1688	<u>Title IX of the Education Amendments of 1972</u>
34 CFR 106.1-106.82	<u>Nondiscrimination on the basis of sex in education programs</u>
34 CFR 99.1-99.67	<u>Family Educational Rights and Privacy</u>
34 USC 12291	<u>Definition of dating violence, domestic</u>

State	Description
42 USC 1983	<u>violence, and stalking</u>
42 USC 2000d-2000d-7	<u>Civil action for deprivation of rights</u>
42 USC 2000e-2000e-17	<u>Title VI, Civil Rights Act of 1964</u>
	<u>Title VII, Civil Rights Act of 1964, as amended</u>
Management Resources	Description
Court Decision	<u>Davis v. Monroe County Board of Education, (1999) 526 U.S. 629</u>
Court Decision	<u>Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447</u>
Court Decision	<u>Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274</u>
Court Decision	<u>Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473</u>
Court Decision	<u>Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736</u>
Court Decision	<u>Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567</u>
Court Decision	<u>Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130</u>
CSBA Publication	<u>Safe Schools: Strategies for</u>

Management Resources

Description

	<u>Governing Boards to Ensure Student Success, 2011</u>
CSBA Publication	<u>Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014</u>
U.S. DOE, Office for Civil Rights Publication	<u>Q&A on Campus Sexual Misconduct, September 2017</u>
U.S. DOE, Office for Civil Rights Publication	<u>Sexual Harassment: It's Not Academic, September 2008</u>
	<u>Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001</u>
U.S. DOE, Office for Civil Rights Publication	<u>Dear Colleague Letter: Title IX Coordinators, April 2015</u>
	<u>Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016</u>
U.S. DOE, Office for Civil Rights Publication	<u>California Department of Education</u>
Website	<u>CSBA</u>
Website	

Cross References

	Code	Description
1312.3		<u>Uniform Complaint Procedures</u>
1312.3		<u>Uniform Complaint Procedures</u>

5145.71: Title IX Sexual Harassment Complaint Procedures Status: ADOPTED

Original Adopted Date: 10/13/2020 | Last Reviewed

Date: 10/13/2020

~~Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction, the following administrative regulation will not take effect.~~

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a student was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

All other sexual harassment complaints shall be investigated and responded to pursuant to BP/AR 1312.3 - Uniform Complaint Procedures. The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the district's Title IX Coordinator.

Because the complainant has a right to pursue a complaint under BP/AR 1312.3 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for BP/AR 1312.3 are concurrently met while implementing the Title IX procedure.

Reporting Allegations/Filing a Formal Complaint

~~A report of sexual harassment shall be submitted directly to or forwarded to~~ A student who is the alleged victim of sexual harassment or the student's parent/guardian may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in AR 5145.7 - Sexual Harassment or to any other available school

employee, who shall forward the report to the Title IX Coordinator within one day of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint. (34 CFR 106.44)

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations in which a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations, including as part of the district's obligation to not be deliberately indifferent to known allegations of sexual harassment. In such cases, ~~the alleged victim is not a party to the case, but will receive notices as required by the Title IX regulations at specific points in the complaint process.~~ the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

The Superintendent or designee shall ensure that the Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such persons receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, ~~even if a formal complaint is not filed,~~ the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures. Such measures shall be nondisciplinary, nonpunitive, and designed to restore or preserve equal access to the district's education program or activity without ~~de~~ ~~not~~ unreasonably burden the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Such measures may include, but are not limited to, counseling, course-related adjustments, modifications of class schedules, mutual restrictions on contact, increased security, and monitoring of certain areas of the campus. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

Emergency Removal from School

A student shall not be disciplined for alleged sexual harassment under Title IX until the investigation has been completed. However, on an emergency basis, the district may remove

a student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint that did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer enrolled or employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly, and simultaneously to the parties, send written notice of the dismissal and the reasons for the dismissal. (34 CFR 106.45)

If a complaint is dismissed on the grounds that the alleged conduct does not constitute sexual harassment as defined in 34 CFR 106.30, the conduct may still be addressed pursuant to BP/AR 1312.3 - Uniform Complaint Procedures as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be

maintained or could be shared.

2. Obtains the parties' voluntary, written consent to the informal resolution process
3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

Formal Complaint Process

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, the district investigates allegations about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall provide either party with no less than three calendar days to raise concerns of conflict of interest or bias regarding any of these persons.

During the investigation process, the district shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence

2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response
9. After sending the investigative report to the parties and before reaching a determination regarding responsibility, afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 45 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the district shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to

the district's educational program or activity will be provided by the district to the complainant

6. The district's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the determination, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered. Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Corrective/Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

For students in grades 4-12, discipline for sexual harassment may include suspension and/or expulsion. After the completion of the complaint procedure, if it is determined that a student at any grade level has committed sexual assault or sexual battery at school or at a school activity off school grounds, the principal or Superintendent shall immediately suspend the student and shall recommend expulsion. (Education Code 48900.2, 48915)

Other actions that may be taken with a student who is determined to be responsible for sexual harassment include, but are not limited to:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education of the student regarding the impact of the conduct on others
4. Positive behavior support
5. Referral of the student to a student success team
6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

Record-Keeping

The Superintendent or designee shall maintain for a period of seven years a record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, any appeal or informal resolution and the results therefrom, and responses made pursuant to 34 CFR 106.44. (34 CFR 106.45)

The Superintendent or designee shall also maintain for a period of seven years all materials

used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public. (34 CFR 106.45)

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State	Description
5 CCR 4600-4670	<u>Uniform complaint procedures</u>
5 CCR 4900-4965	<u>Nondiscrimination in elementary and secondary education programs</u>
Civ. Code 1714.1	<u>Liability of parent or guardian for act of willful misconduct by a minor</u>
Civ. Code 51.9	<u>Liability for sexual harassment; business, service and professional relationships</u>
Ed. Code 200-262.4	<u>Educational equity; prohibition of discrimination on the basis of sex</u>
Ed. Code 48900	<u>Grounds for suspension and/or expulsion</u>
Ed. Code 48900.2	<u>Additional grounds for suspension or expulsion; sexual harassment</u>
Ed. Code 48985	<u>Notification, primary language other than English</u>
Gov. Code 12950.1	<u>Sexual harassment training</u>
Federal	Description

State	Description
20 USC 1092	<u>Definition of sexual assault</u>
20 USC 1221	<u>Application of laws</u>
20 USC 1232g	<u>Family Educational Rights and Privacy Act (FERPA) of 1974</u>
20 USC 1681-1688	<u>Title IX of the Education Amendments of 1972</u>
34 CFR 106.1-106.82	<u>Nondiscrimination on the basis of sex in education programs</u>
34 CFR 99.1-99.67	<u>Family Educational Rights and Privacy</u>
34 USC 12291	<u>Definition of dating violence, domestic violence, and stalking</u>
42 USC 1983	<u>Civil action for deprivation of rights</u>
42 USC 2000d-2000d-7	<u>Title VI, Civil Rights Act of 1964</u>
42 USC 2000e-2000e-17	<u>Title VII, Civil Rights Act of 1964, as amended</u>

Management Resources

Management Resources	Description
Court Decision	<u>Davis v. Monroe County Board of Education, (1999) 526 U.S. 629</u>
Court Decision	<u>Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447</u>
Court Decision	<u>Gebser v. Lago Vista Independent School District,</u>

Management Resources

Description

	<u>(1998) 524 U.S. 274</u>
Court Decision	<u>Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473</u>
Court Decision	<u>Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736</u>
Court Decision	<u>Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567</u>
Court Decision	<u>Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130</u>
CSBA Publication	<u>Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011</u>
CSBA Publication	<u>Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014</u>
U.S. DOE, Office for Civil Rights Publication	<u>Q&A on Campus Sexual Misconduct, September 2017</u>
U.S. DOE, Office for Civil Rights Publication	<u>Sexual Harassment: It's Not Academic, September 2008</u>
U.S. DOE, Office for Civil Rights Publication	<u>Revised Sexual Harassment Guidance: Harassment of</u>

Management Resources

Description

	<u>Students by School Employees, Other Students, or Third Parties, January 2001</u>
U.S. DOE, Office for Civil Rights Publication	<u>Dear Colleague Letter: Title IX Coordinators, April 2015</u>
U.S. DOE, Office for Civil Rights Publication	<u>Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016</u>
Website	<u>California Department of Education</u>
Website	<u>CSBA</u>

Cross References

	Code	Description
	1312.3	<u>Uniform Complaint Procedures</u>
	1312.3	<u>Uniform Complaint Procedures</u>

» Policy 4119.11: Sexual Harassment

Status: ADOPTED

Original Adopted Date: 06/12/2018 | Last Revised
Date: 10/13/2020 | Last Reviewed Date: 10/13/2020

[see more](#)

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The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

The Board of Trustees is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.

Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply
3. Ensuring prompt, thorough, fair, and equitable investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employees surveys to assess whether harassment is occurring or is

perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

Sexual Harassment Reports and Complaints

District employees who feel that they have been sexually harassed in the performance of their district responsibilities or who have knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to their direct supervisor, a district administrator, or the district's Title IX Coordinator. Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall promptly notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint **or allegations** is addressed through either AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures ~~for complaints meeting the Title IX definition of sexual harassment~~ or AR 4030 - Nondiscrimination in Employment. ~~for complaints meeting the state definition, as applicable, and shall offer supportive measures to the complainant.~~ Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 4119.12/4219.12/4319.12 concurrently meets the requirements of AR 4030.

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

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	State	Description
2 CCR 11006-11086		<u>Discrimination in employment</u>
2 CCR 11021		<u>Discrimination in employment - retaliation</u>
2 CCR 11023		<u>Harassment and discrimination prevention and correction</u>

State	Description
2 CCR 11024	<u>Required training and education on harassment based on sex, gender identity and expression, and sexual orientation</u>
2 CCR 11034	<u>Terms, conditions, and privileges of employment</u>
5 CCR 4900-4965	<u>Nondiscrimination in elementary and secondary education programs</u>
Ed. Code 200-262.4	<u>Educational equity; prohibition of discrimination on the basis of sex</u>
Gov. Code 12900-12996	<u>Fair Employment and Housing Act</u>
Gov. Code 12940	<u>Unlawful discriminatory employment practices</u>
Gov. Code 12950	<u>Sexual harassment</u>
Gov. Code 12950.1	<u>Sexual harassment training</u>
Lab. Code 1101	<u>Political activities of employees</u>
Lab. Code 1102.1	<u>Discrimination: sexual orientation</u>
Federal	Description
20 USC 1681-1688	<u>Title IX prohibition against discrimination</u>
34 CFR 106.1-106.9	<u>Nondiscrimination on the basis of sex in education programs or activities</u>

State	Description
34 CFR 106.51-106.61	<u>Nondiscrimination on the basis of sex in employment in education program or activities</u>
42 USC 2000e-2000e-17	<u>Title VII, Civil Rights Act of 1964, as amended</u>
Management Resources	Description
Court Decision	<u>Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257</u>
Court Decision	<u>Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026</u>
Court Decision	<u>Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275</u>
Court Decision	<u>Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989</u>
Court Decision	<u>Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57</u>
Court Decision	<u>Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998</u>
U.S. Equal Employment Opportunity Com. Publication	<u>Promising Practices for Preventing Harassment, November 2017</u>
Website	<u>California Department of Fair Employment and Housing</u>

Management Resources**Description**

Website

U.S. Department of
Education, Office
for Civil Rights

Website

U.S. Equal
Employment
Opportunity
Commission**Cross References**

Code	Description
0410	<u>Nondiscrimination In District Programs And Activities</u>
0450	<u>Comprehensive Safety Plan</u>
1312.3	<u>Uniform Complaint Procedures</u>
1312.3	<u>Uniform Complaint Procedures</u>
3530	<u>Risk Management/Insurance</u>
3530	<u>Risk Management/Insurance</u>
3600	<u>Consultants</u>
3600-E(1)	<u>Consultants</u>
4030	<u>Nondiscrimination In Employment</u>
4030	<u>Nondiscrimination In Employment</u>
4040	<u>Employee Use Of Technology</u>
4040-E(1)	<u>Employee Use Of Technology</u>
4112.9	<u>Employee Notifications</u>
4112.9-E(1)	<u>Employee Notifications</u>
4117.7	<u>Employment Status Reports</u>
4118	<u>Dismissal/Suspension/Disciplinary Action</u>
4118	<u>Dismissal/Suspension/Disciplinary Action</u>
4119.21	<u>Professional Standards</u>
4119.21-E(1)	<u>Professional Standards</u>
4119.22	<u>Dress And Grooming</u>
4131	<u>Staff Development</u>
4131	<u>Staff Development</u>

Code	Description
4144	<u>Complaints</u>
4144	<u>Complaints</u>
4212.9	<u>Employee Notifications</u>
4212.9-E(1)	<u>Employee Notifications</u>
4218.1	<u>Dismissal/Suspension/Disciplinary Action (Merit System)</u>
4219.21	<u>Professional Standards</u>
4219.21-E(1)	<u>Professional Standards - Employment Responsibilities</u>
4219.22	<u>Dress And Grooming</u>
4231	<u>Staff Development</u>
4231	<u>Staff Development</u>
4244	<u>Complaints</u>
4244	<u>Complaints</u>
4300	<u>Administrative And Supervisory Personnel</u>
4300	<u>Administrative And Supervisory Personnel</u>
4312.9	<u>Employee Notifications</u>
4312.9-E(1)	<u>Employee Notifications</u>
4317.7	<u>Employment Status Reports</u>
4319.21	<u>Professional Standards</u>
4319.21-E(1)	<u>Professional Standards</u>
4319.22	<u>Dress And Grooming</u>
4344	<u>Complaints</u>
4344	<u>Complaints</u>
5145.7	<u>Sexual Harassment</u>
5145.7	<u>Sexual Harassment</u>

» Policy 4219.11: Sexual Harassment

Status: ADOPTED

Original Adopted Date: 11/21/2006 | Last Revised
Date: 10/13/2020 | Last Reviewed Date: 10/13/2020

[see more](#)

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The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
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perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

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Once notified, the Title IX Coordinator shall ensure the complaint is addressed through either AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures ~~for complaints meeting the Title IX definition of sexual harassment~~ or AR 4030 - Nondiscrimination in Employment ~~for complaints meeting the state definition~~, as applicable. ~~and shall offer supportive measures to the complainant.~~ Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 4119.12/4219.12/4319.12 concurrently meets the requirements of AR 4030.

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

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State	Description
2 CCR 11024	<u>prevention and correction</u> <u>Required training and education on harassment based on sex, gender identity and expression, and sexual orientation</u>
2 CCR 11034	<u>Terms, conditions, and privileges of employment</u>
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Ed. Code 200-262.4	<u>Educational equity; prohibition of discrimination on the basis of sex</u>
Gov. Code 12900-12996	<u>Fair Employment and Housing Act</u>
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Management Resources

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Website		California Department of Fair

Management Resources

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Website	<u>Employment and Housing</u>
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2 CCR 11024	<u>prevention and correction</u> <u>Required training and education on harassment based on sex, gender identity and expression, and sexual orientation</u>
2 CCR 11034	<u>Terms, conditions, and privileges of employment</u>
5 CCR 4900-4965	<u>Nondiscrimination in elementary and secondary education programs</u>
Ed. Code 200-262.4	<u>Educational equity; prohibition of discrimination on the basis of sex</u>
Gov. Code 12900-12996	<u>Fair Employment and Housing Act</u>
Gov. Code 12940	<u>Unlawful discriminatory employment practices</u>
Gov. Code 12950	<u>Sexual harassment</u>
Gov. Code 12950.1	<u>Sexual harassment training</u>
Lab. Code 1101	<u>Political activities of employees</u>
Lab. Code 1102.1	<u>Discrimination: sexual orientation</u>
Federal	Description
20 USC 1681-1688	<u>Title IX prohibition against discrimination</u>
34 CFR 106.1-106.9	<u>Nondiscrimination on the basis of sex in education</u>

	State	Description
34 CFR 106.51-106.61		programs or activities Nondiscrimination on the basis of sex in employment in education program or activities
42 USC 2000e-2000e-17		Title VII, Civil Rights Act of 1964, as amended

Management Resources

		Description
Court Decision		Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257
Court Decision		Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026
Court Decision		Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275
Court Decision		Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989
Court Decision		Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57
Court Decision		Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998
U.S. Equal Employment Opportunity Com. Publication		Promising Practices for Preventing Harassment, November 2017
Website		California Department of Fair

Management Resources

	Description
Website	<u>Employment and Housing</u>
Website	<u>U.S. Department of Education, Office for Civil Rights</u>
Website	<u>U.S. Equal Employment Opportunity Commission</u>

Cross References

Code	Description
0410	<u>Nondiscrimination In District Programs And Activities</u>
0450	<u>Comprehensive Safety Plan</u>
1312.3	<u>Uniform Complaint Procedures</u>
1312.3	<u>Uniform Complaint Procedures</u>
3530	<u>Risk Management/Insurance</u>
3530	<u>Risk Management/Insurance</u>
3600	<u>Consultants</u>
3600-E(1)	<u>Consultants</u>
4030	<u>Nondiscrimination In Employment</u>
4030	<u>Nondiscrimination In Employment</u>
4040	<u>Employee Use Of Technology</u>
4040-E(1)	<u>Employee Use Of Technology</u>
4112.9	<u>Employee Notifications</u>
4112.9-E(1)	<u>Employee Notifications</u>
4117.7	<u>Employment Status Reports</u>
4118	<u>Dismissal/Suspension/Disciplinary Action</u>
4118	<u>Dismissal/Suspension/Disciplinary Action</u>
4119.21	<u>Professional Standards</u>
4119.21-E(1)	<u>Professional Standards</u>
4119.22	<u>Dress And Grooming</u>
4131	<u>Staff Development</u>

Code	Description
4131	<u>Staff Development</u>
4144	<u>Complaints</u>
4144	<u>Complaints</u>
4212.9	<u>Employee Notifications</u>
4212.9-E(1)	<u>Employee Notifications</u>
4218.1	<u>Dismissal/Suspension/Disciplinary Action (Merit System)</u>
4219.21	<u>Professional Standards</u>
4219.21-E(1)	<u>Professional Standards - Employment Responsibilities</u>
4219.22	<u>Dress And Grooming</u>
4231	<u>Staff Development</u>
4231	<u>Staff Development</u>
4244	<u>Complaints</u>
4244	<u>Complaints</u>
4300	<u>Administrative And Supervisory Personnel</u>
4300	<u>Administrative And Supervisory Personnel</u>
4312.9	<u>Employee Notifications</u>
4312.9-E(1)	<u>Employee Notifications</u>
4317.7	<u>Employment Status Reports</u>
4319.21	<u>Professional Standards</u>
4319.21-E(1)	<u>Professional Standards</u>
4319.22	<u>Dress And Grooming</u>
4344	<u>Complaints</u>
4344	<u>Complaints</u>
5145.7	<u>Sexual Harassment</u>
5145.7	<u>Sexual Harassment</u>

Policy **Status:** ADOPTED
5145.7:
Sexual
Harassment

Original Adopted Date: 03/14/2017 | **Last Revised Date:** 10/13/2020 | **Last Reviewed Date:** 10/13/2020 see more

~~Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction, portions of the following administrative regulation will not take effect.~~

The Board of Trustees is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment targeted at any student by anyone. The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

The district strongly encourages students who feel that they are being or have been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult, or who have experienced off-campus sexual harassment that has a continuing effect on campus, to immediately contact their teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint is addressed **through AR 5145.71 - Title IX Sexual Harassment** Complaint Procedures or BP/AR 1312.3 - Uniform Complaint Procedures, as applicable. **Because a complaint or allegations that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 5145.71 concurrently meets the requirements of BP/AR 1312.3., and shall offer supportive measures to the complainant.**

The Superintendent or designee shall inform students and parents/guardians of the district's sexual harassment policy by disseminating it through parent/guardian notifications, publishing it on the district's web site, and including it in student and staff handbooks. All district staff shall be trained regarding the policy.

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence
2. A clear message that students do not have to endure sexual harassment under any circumstance
3. Encouragement to report observed incidents of sexual harassment even when the alleged victim of the harassment has not complained
4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved
5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and action shall be taken to respond to harassment, prevent recurrence, and address any continuing effect on students
6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of sexual harassment should be made
7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues
8. A clear message that, when needed, the district will implement supportive measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation

Disciplinary Actions

Upon completion of an investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

Record-Keeping

In accordance with law, the Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

	State	Description
	5 CCR 4600-4670	<u>Uniform complaint procedures</u>
	5 CCR 4900-4965	<u>Nondiscrimination in elementary and secondary education programs</u>
	Civ. Code 1714.1	<u>Liability of parent or guardian for act of willful misconduct by a minor</u>
	Civ. Code 51.9	<u>Liability for sexual harassment; business, service and professional relationships</u>
	Ed. Code 200-262.4	<u>Educational equity; prohibition of discrimination on the basis of sex</u>
	Ed. Code 48900	<u>Grounds for suspension and expulsion</u>
	Ed. Code 48900.2	<u>Additional grounds for suspension or expulsion; sexual harassment</u>

	State	Description
Ed. Code 48904		<u>Liability of parent/guardian for willful student misconduct</u>
Ed. Code 48980		<u>Notice at beginning of term</u>
Gov. Code 12950.1		<u>Sexual harassment training</u>

	Federal	Description
20 USC 1221		<u>Application of laws</u>
20 USC 1232g		<u>Family Educational Rights and Privacy Act (FERPA) of 1974</u>
20 USC 1681-1688		<u>Title IX, discrimination</u>
34 CFR 106.1-106.71		<u>Nondiscrimination on the basis of sex in education programs</u>
34 CFR 99.1-99.67		<u>Family Educational Rights and Privacy</u>
42 USC 1983		<u>Civil action for deprivation of rights</u>
42 USC 2000d-2000d-7		<u>Title VI, Civil Rights Act of 1964</u>
42 USC 2000e-2000e-17		<u>Title VII, Civil Rights Act of 1964, as amended</u>

	Management Resources	Description
Court Decision		<u>Davis v. Monroe County Board of Education, (1999) 526 U.S. 629</u>
Court Decision		<u>Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447</u>
Court Decision		<u>Flores v. Morgan Hill Unified School</u>

Management Resources

Description

	<u>District, (2003, 9th Cir.) 324 F.3d 1130</u>
Court Decision	<u>Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274</u>
Court Decision	<u>Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473</u>
Court Decision	<u>Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736</u>
Court Decision	<u>Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567</u>
CSBA Publication	<u>Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011</u>
	<u>Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014</u>
CSBA Publication	<u>Dear Colleague Letter: Title IX Coordinators, April 2015</u>
U.S. DOE, Office For Civil Rights Publication	<u>Q&A on Campus Sexual Misconduct, September 2017</u>
U.S. DOE, Office for Civil Rights Publication	<u>Sexual Harassment: It's</u>

Management Resources

Description

	<u>Not Academic, September 2008</u>
U.S. DOE, Office for Civil Rights Publication	<u>Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001</u>
U.S. DOE, Office for Civil Rights Publication	<u>Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016</u>
Website	<u>California Department of Education</u>
Website	<u>CSBA</u>
Website	<u>U.S. Department of Education, Office for Civil Rights</u>

Cross References

	Code	Description
	0410	<u>Nondiscrimination In District Programs And Activities</u>
	0450	<u>Comprehensive Safety Plan</u>
	1312.1	<u>Complaints Concerning District Employees</u>
	1312.1	<u>Complaints Concerning District Employees</u>
	1312.3	<u>Uniform Complaint Procedures</u>
	1312.3	<u>Uniform Complaint Procedures</u>
	3515.4	<u>Recovery For Property Loss Or Damage</u>
	3515.4	<u>Recovery For Property Loss Or Damage</u>

Code	Description
3530	<u>Risk Management/Insurance</u>
3530	<u>Risk Management/Insurance</u>
4117.7	<u>Employment Status Reports</u>
4119.11	<u>Sexual Harassment</u>
4119.11	<u>Sexual Harassment</u>
4219.11	<u>Sexual Harassment</u>
4219.11	<u>Sexual Harassment</u>
4219.21	<u>Professional Standards</u>
4219.21-E(1)	<u>Professional Standards - Employment Responsibilities</u>
4231	<u>Staff Development</u>
4231	<u>Staff Development</u>
4317.7	<u>Employment Status Reports</u>
4319.11	<u>Sexual Harassment</u>
4319.11	<u>Sexual Harassment</u>
4319.21	<u>Professional Standards</u>
4319.21-E(1)	<u>Professional Standards</u>
5125	<u>Student Records</u>
5125	<u>Student Records</u>
5131	<u>Conduct</u>
5131.2	<u>Bullying</u>
5131.2	<u>Bullying</u>
5131.5	<u>Vandalism And Graffiti</u>
5132	<u>Dress And Grooming</u>
5132	<u>Dress And Grooming</u>
5132-E(1)	<u>Dress And Grooming - Uniform Dress</u>
5137	<u>Positive School Climate</u>
5138	<u>Conflict Resolution/Peer Mediation</u>
5141.4	<u>Child Abuse Prevention And Reporting</u>

Code	Description
5141.4	<u>Child Abuse Prevention And Reporting</u>
5141.52	<u>Suicide Prevention</u>
5141.52	<u>Suicide Prevention</u>
5144	<u>Discipline</u>
5144	<u>Discipline</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5144.2	<u>Suspension And Expulsion/Due Process (Students With Disabilities)</u>
5145.2	<u>Freedom Of Speech/Expression</u>
5145.2	<u>Freedom Of Speech/Expression</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.6	<u>Parental Notifications</u>
5145.6-E(1)	<u>Parental Notifications</u>
6142.8	<u>Comprehensive Health Education</u>
6142.8	<u>Comprehensive Health Education</u>
6145	<u>Extracurricular And Cocurricular Activities</u>
6145	<u>Extracurricular And Cocurricular Activities</u>
6145.2	<u>Athletic Competition</u>
6145.2	<u>Athletic Competition</u>
6163.4	<u>Student Use Of Technology</u>
6163.4-E(1)	<u>Student Use Of Technology</u>

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: December 14, 2021

Attachments: X

From: Ken Gaston, Director of MOT

Item Number: 14

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

SUBJECT:

Request to approve the purchase of a new Kubota L47 Tractor/Loader/Backhoe from Dolk Tractor Company at a cost not to exceed \$52,447.63.

BACKGROUND:

The maintenance department has to complete many of the major underground projects using our internal team. To complete these repairs, we have used equipment borrowed from local companies, rented or loan equipment from other resources. This practice leaves us at the availability and kindness from outside agencies. At times, the equipment is unavailable when we need it, and we must delay a timely repair or use a secondary sometimes less effective repair.

STATUS:

The Kubota L47 Tactor/Loader/Backhoe is currently located at Dolk Tactor Company. The purchase of this vehicle needs board approval.

PRESENTER:

Ken Gaston, Director of MOT

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

The funding for the Kubota L47 Tactor/Loader/Backhoe will come out of the maintenance budget.

RECOMMENDATION:

That the Board approves the purchase of the Kubota L47 Tractor/Loader/Backhoe.

Time allocated: 5 minutes



242 N Front Street
 Rio Vista, CA 94571
 (707) 374-6438

Quote Sheet

CUSTOMER: River Delta Unified School District

DATE: 11/8/2021

MAKE	DESCRIPTION	PRICE
Kubota	(NEW) L47 Tractor/Loader/Backhoe	\$52,500
	Includes: Front Loader with 3 rd Function Hydraulic Control and 72" 4-in-1 Bucket	
	Removable Backhoe with 12" Bucket and crawling mode	
	Rear 3 Point Arms for implements and 3-Point Storage Kit	
	45 Engine Horsepower/33 PTO Horsepower	
	Hydrostatic Plus Transmission	
	4 Post Roll Over Protection System with 4 work lights	
	Large platform and flat floor with turnaround seat for backhoe	
	LESS GOVERNMENT ENTITY/SCHOOL DISCOUNT	<\$4000>
	California Tire Tax	\$7
	8.125% Sales Tax	3,940.63
	TOTAL	\$52,447.63

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: December 14, 2021

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 15

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

SUBJECT:

Request to “Sunshine” the River Delta Unified School District Initial Negotiation Proposals to California School Employees’ Association (CSEA) Delta Chapter #319 for 2021-2022

BACKGROUND:

Under the California Educational Employment Relations Act (EERA) the District must participate in “Good Faith” bargaining with California School Employees’ Association (CSEA) Delta Chapter #319. The law states that District must present its proposals to the public and be “sunshined” by the Board before the bargaining process can begin.

STATUS:

The District proposes to discuss the following Articles:

Article 11 - Leaves

Article 13 – Layoff and Reemployment

Article 16 – Pay and Allowances

Article 17 – Health and Welfare Benefits

PRESENTER:

Superintendent Wright

OTHER PEOPLE WHO MIGHT BE PRESENT:

CSEA Chapter #319 members

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

That the Board “Sunshines” the River Delta Unified School District Negotiation Proposals with California School Employees’ Association (CSEA) Delta Chapter #319 for 2021-2022

Time allocated: 4 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

Date: December 14, 2021

To: Board of Trustees

From: Katherine Wright, Superintendent

Subject: Negotiation Proposals with CSEA Delta Chapter #319 for the 2021-22 school year.

The River Delta Unified School District intends to negotiate with California School Employees' Association (CSEA) Delta Chapter #319 the following articles for the 2021-2022 school year:

Article 11 - Leaves

Article 13 – Layoff and Reemployment

Article 16 – Pay and Allowances

Article 17 – Health and Welfare Benefits

As always, the District seeks to have positive negotiations that will meet the needs of both parties.

Katherine Wright
Superintendent

Creating Excellence To Ensure That All Students Learn

Bates Elementary School	Isleton Elementary School	Walnut Grove Elementary School	Delta High School	Wind River Adult School
Clarksburg Middle School	Riverview Middle School	D. H. White Elementary School	Rio Vista High School	Mokelumne High School
River Delta High/Elementary School	River Delta Community Day School		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: December 14, 2021

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 16

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

SUBJECT:

Request to Acknowledge California School Employees' Association (CSEA) Delta Chapter #319 "Sunshined" Proposals for Negotiations with River Delta Unified School District for 2021-2022

BACKGROUND:

Under the California Educational Employment Relations Act (EERA) the CSEA Delta Chapter #319 must participate in "Good Faith" bargaining with the District. The law states that CSEA must present its proposals to the public before the bargaining process can begin.

STATUS:

See attached proposal

PRESENTER:

Melinda Barkman, CSEA President and Negotiations Chair

OTHER PEOPLE WHO MIGHT BE PRESENT:

CSEA Delta Chapter #319 members

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

That the Board takes action by acknowledging the California School Employees' Association (CSEA) Delta Chapter #319 proposals for negotiations with River Delta Unified School District for 2021-2022

Time allocated: 4 minutes



California
School
Employees
Association

5375 West Lane
Stockton, CA 95210

(209) 472-2170
(800) 757-4229
FAX: (209) 472-2089
www.csea.com

Matthew "Shane" Dishman
Association President

Keith Pace
Executive Director

Member of the AFL-CIO

*The nation's largest
independent classified
employee association*



November 8, 2021

VIA EMAIL SCAN & U.S. MAIL
kwright@rdusd.org

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

Re: CSEA Initial Bargaining Proposal - Successor Agreement

Dear Superintendent Wright:

Pursuant to the agreement between the California School Employees Association and its River Delta Chapter 319 (collectively "CSEA") and the River Delta Unified School District, please find enclosed the initial proposal for amendments and modifications.

Please consider this document for public notice provisions pursuant to Government Code Section 3547(a). CSEA desire to commence negotiations as soon as possible after the completion of the public notice provisions.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Carol Black
Labor Relations Representative

CB/mk

Enclosure: Initial Proposal for Successor Agreement

c: Melinda Barkman, Chapter President 319
Toni Thompson, Representative 42
Carmen Alessandro, Area Director E
Theresa Malsack, Field Director
319 file

**PROPOSAL
FROM
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
And Its
RIVER DELTA CHAPTER #319
TO
RIVER DELTA UNIFIED SCHOOL DISTRICT
Successor 2021-2022**

ARTICLE 9 – Vacation

CSEA would like to discuss the vacation language.

ARTICLE 16 – Pay and Allowances

CSEA would like to discuss a step and column increase as well as the impact of the January 1, 2022, minimum wage increase.

- Appendix B

ARTICLE 17 – Health and Welfare Benefits

17.1.1 CSEA would like to discuss an increase in the insurance cap.

ARTICLE 20 – Duration

CSEA would like to discuss a three-year agreement with two reopener periods.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: December 14, 2021

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 17

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

SUBJECT:

Request to Approved the River Delta Unified School District's Administrative Salary Schedule

BACKGROUND:

On September 14, 2021 the Board approved a 1.5% one-time off the salary schedule and a 1.5% on the 2019-20 and 2020-21 salary schedule increase in compensation. In October and November, Superintendent Wright met with administrators who represents Administrative Salary Schedule to update a Memorandum of Understanding (MOU) for 2021-22. The Administrators have requested to equalize the incremental increases from Step 8 to Step 9 and add Step 10. They also requested adding \$800 for longevity at Year 5.

STATUS:

The Administrative Salary Schedule do not have the same percentage of increase from Step 8 to Step 9 as the rest of the salary schedule. The Special Education Coordinator, Psychologist, Nurse and Physical Occupational Therapist do not have the same increase in steps as the other job classifications in the schedule. The submitted salary schedule has been revised for a consistent increase of 3% between each step.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

N/A

COST AND FUNDING SOURCES:

The cost of the consistent increase adjustment of the Administrative Salary Schedule of approximately \$53,196 and will be paid from the employees' current pay lines.

RECOMMENDATION:

That the Board approves the updated Administrative Salary Schedules as presented.

Time allocated: 3 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT

Administrative Salary Schedule

FY 2021-22

Effective January 1, 2022

12/3/2021 12:01 PM

					Special Education Coordinator (204 days)	School Social Worker (199 days) SEAD Coordinator (199 days)			
			Principal of Bates / Moke / CDS (214 days)	Middle School Principal (204 days)	K-6 Principal < 200 ADA (204 days)				
	Secondary Principal (224 days)	Secondary Principal (219 days)	Director of Ed Services (224 days)	K-6 Principal + Extra Assignment (214 days)	K-6 Principal (204 days)	Secondary Vice Principal (204 days)	Psychologist (199 days)	Nurse (193 days)	Physical Occupational Therapist (180 days)
Step 1	\$102,625	\$100,344	\$97,737	\$93,396	\$89,050	\$83,517	\$77,935	\$77,945	\$72,696
Step 2	\$105,709	\$103,360	\$100,675	\$96,200	\$91,728	\$86,023	\$80,273	\$80,283	\$74,877
Step 3	\$108,874	\$106,454	\$103,691	\$99,082	\$94,474	\$88,604	\$82,681	\$82,691	\$77,123
Step 4	\$112,141	\$109,649	\$106,798	\$102,053	\$97,308	\$91,262	\$85,161	\$85,172	\$79,437
Step 5	\$115,511	\$112,943	\$110,010	\$105,123	\$100,231	\$94,000	\$87,716	\$87,727	\$81,820
Step 6	\$118,974	\$116,331	\$113,310	\$108,273	\$103,237	\$96,820	\$90,347	\$90,359	\$84,275
Step 7	\$122,540	\$119,818	\$116,705	\$111,518	\$106,330	\$99,725	\$93,057	\$93,070	\$86,803
Step 8	\$126,217	\$123,411	\$120,206	\$114,863	\$109,522	\$102,717	\$95,849	\$95,862	\$89,407
Step 9	\$130,004	\$127,113	\$123,812	\$118,309	\$112,808	\$105,799	\$98,724	\$98,738	\$92,089
Step 10	\$133,904	\$130,926	\$127,526	\$121,858	\$116,192	\$108,973	\$101,686	\$101,700	\$94,852

Placement of Personnel New to the Position:

Two (2) years credit may be granted for experience; may not be placed beyond the third (3rd) step. Placement requirements may be waived by the Board of Trustees.

Longevity Increments

An increment of \$800 (eight hundred dollars) will be granted for classified and/or certificated services within the district a fifteen (15) and twenty (20) years, or in the fifth (5th), tenth (10th) and fifteenth (15th) year of admin service.

Advanced Degrees

A bonus of \$1,000 will be paid for an earned Master's Degree.
 A bonus of \$1,000 will be paid for an earned Doctorate Degree.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: December 14, 2021

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 18

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

SUBJECT:

Request to Approve the Agreement with Crowe LLP to Provide the Audit and Financial Statements for Measure J and Measure K General Obligation Bonds for June 30, 2021 and June 30, 2022.

BACKGROUND:

It is required that River Delta School District have an external auditing firm perform the audit and financial statements for Measure J and K General Obligation Bonds and present these statements to the Bond Oversight Committee. Crowe is the District's current external auditor and provided a discount pricing for 2021 and 2022.

STATUS:

Chief Business Officer will collaborate and provide Crowe with the documents that are requested per the auditing guidelines for Measure J and K General Obligation Bonds and present these financial statements to the Bond Oversight Committee.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

The cost for June 2021 audit for both bonds is \$10,000 and the audit cost for both bonds in June 2022 is \$14,000, this will be pay from bond funds.

RECOMMENDATION:

That the Board approves the agreement with Crowe LLP to provide audit and financial statements for Measure J and K General Obligation Bonds.

Time allocated: 3 minutes



Crowe LLP
Independent Member Crowe Global
400 Capitol Mall, Suite 1400
Sacramento, CA 95814-4498
Tel 916-441-1000
Fax 916-441-1110
www.crowe.com

September 28, 2021

Tammy Busch
River Delta Unified School District
445 Montezuma Street
Rio Vista, California 94571

Dear Ms. Busch:

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to River Delta Unified School District ("you", "your" or "Client"). The attached Crowe Engagement Terms, and any other attachments thereto, are integral parts of this letter, and such terms are incorporated herein.

FINANCIAL AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the Client's Measure J and K General Obligation Bond Activity for the year ending June 30, 2021.

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount that we believe would influence the judgment made by a reasonable user of these financial statements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

In making our risk assessments, we obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in

our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

As part of our audit, we will conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to Board of Education of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph or a separate section in the auditor's report, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Client's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

PERFORMANCE AUDIT SERVICES

Our Responsibilities

We will conduct a performance audit on the Client's Measure J and K General Obligation Bond Activity for the year ending June 30, 2021. The objective of our Performance Audit will be to determine if the bond funds have been expended only on the specific projects listed in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

The objective of a performance audit is to provide assurance or conclusions based on an evaluation of sufficient, appropriate evidence against stated criteria, such as specific requirements, measures, or defined business practices. Performance audits provide objective analysis so that management and those charged with governance and oversight can use the information to improve program performance and operations, reduce costs, facilitate decision making by parties with responsibility to oversee or initiate corrective action, and contribute to public accountability. We will plan and perform the performance audit in accordance with performance audit standards contained in Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit

to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or material non-compliance may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the performance audit objectives.

In making our risk assessments, we consider internal control that is significant within the context of the audit objectives in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control significant within the context of the audit objectives that we have identified during the audit. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

FINANCIAL AND PERFORMANCE AUDIT SERVICES

Our Responsibilities

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

The Client's Responsibilities

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

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for

financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for one year from the date the Financial Statements are available to be issued.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.

FEES

Our fees are outlined below. Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

Description of Services	Fee Amount
Financial Statement and Performance Audits of Measure J General Obligation Bonds for the year ending June 30, 2021	\$5,000
Financial Statement and Performance Audits of Measure K General Obligation Bonds for the year ending June 30, 2021	\$5,000
Total	\$10,000

We will invoice you as our services are rendered.

PROVISION FOR TWO-YEAR PROPOSAL

We have agreed to the following fees for the next subsequent year as follows:

Financial Statement and Performance Audits of Measure J General Obligation Bonds for the year ending June 30, 2022	\$7,000
Financial Statement and Performance Audits of Measure K General Obligation Bonds for the year ending June 30, 2022	\$7,000
Total	\$14,000

Because each year is a separate engagement and this three-year period does not constitute a continuous engagement, we will require execution of a new engagement letter for each subsequent year listed above. However, we agree to the fees listed above for each year unless we both agree in writing to a modification.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork
- Additional audit procedures relating to the impact of COVID-19 on Client or additional regulatory requirements relating thereto.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed

transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe deliverable.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement must be construed, governed, and interpreted under the laws of the State of Illinois, without regard for choice of law principles.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

Crowe LLP and the Engagement Authorized Signer below are licensed or otherwise authorized by the California Board of Accountancy.

River Delta Unified School District

Crowe LLP

DocuSigned by:
Tammy Busch
EAAE42C81A4B479...

DocuSigned by:
Jeffrey Jensen
A4DD146890324EE...

Signature

Signature

Tammy Busch

Jeffrey Jensen

Printed Name

Printed Name

Chief Business Officer

Partner

Title

Title

October 1, 2021

October 1, 2021

Date

Date

Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

THIRD PARTY PROVIDER – Crowe may use third-party providers or engage subcontractors in providing Services to Client or for internal, administrative, or regulatory compliance purposes. Third-party providers or subcontractors may include Crowe LLP subsidiaries, Crowe Global member firms, or other third-party providers or subcontractors, in each case within or outside of the United States (each, a "Crowe Subcontractor"). Client agrees Crowe may share Client confidential information with Crowe Subcontractors. If Crowe uses a Crowe Subcontractor, Crowe will be solely responsible for the provision of Services (including those provided by Crowe Subcontractors) and for the protection of Client's confidential information. The limitations on Client's remedies vis-à-vis Crowe, in this Agreement will also apply to any Crowe Subcontractors. Client will bring any claim for a violation of the obligations in this Agreement only against Crowe, and Crowe Subcontractors will have no liability or obligations to Client arising out of this Agreement.

CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third party, or a similar service or website (collectively, “Cloud Storage”), Client will confirm with any third parties assisting with or hosting the Cloud Storage that either such third party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third parties.

DATA PROTECTION – If Crowe holds or uses Client information that can be linked to specific individuals who are Client’s customers (“Personal Data”), Crowe will treat it as confidential and comply with applicable US state and federal law and professional regulations (including, for financial institution clients, the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. The parties acknowledge and understand that while Crowe is a service provider as defined by the California Consumer Privacy Act of 2018 and processes Client information pursuant to this Agreement, Crowe retains its independence as required by applicable law and professional standards for purposes of providing attest services and other services. Crowe will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) performing the Services and its obligations on this Agreement, (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the “Safeguards”). Client represents (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law (“Restricted Personal Data”). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Client’s site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Crowe will reasonably cooperate with Client in responding to or addressing any request from a consumer or data subject, a data privacy authority with jurisdiction, or the Client, as necessary to enable Client to comply with its obligations under applicable data protection laws and to the extent related to Personal Data. Client will reimburse Crowe for any out-of-pocket expenses and professional time (at Crowe’s then-current hourly rates) incurred in connection with providing such cooperation. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any request or other act that is required to be performed by Crowe. As appropriate, Crowe will promptly delete or procure the deletion of the Personal Data, after the cessation of any Services involving the processing of Client’s Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the foregoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe

uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph in an agreement with such provider.

GENERAL DATA PROTECTION REGULATION COMPLIANCE – If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation (“GDPR”), then in addition to the requirements of the above Data Protection section, this section will apply to such personal data (“EU Personal Data”). The parties agree that for purposes of processing the EU Personal Data, (a) Client will be the “Data Controller” as defined by the GDPR, meaning the organization that determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the “Data Processor” as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries (“Data Subjects”). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR.

INTELLECTUAL PROPERTY - Any Deliverables, Works, Inventions, working papers, or other work product conceived, made or created by Crowe in rendering the Services under this Agreement (“Work Product”), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Further, Crowe will retain exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement (“Materials”). The foregoing ownership will be without any duty of accounting.

DATA USAGE AND AGGREGATIONS - Client hereby acknowledges and agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe to improve Crowe services and Materials, including without limitation developing new Crowe services and software or other products. Client also agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties (“Data Aggregations”) for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client’s own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client’s requirements or the scope of the Services, Crowe’s fees will be modified to a mutually agreed amount to reflect the changed level of Crowe’s effort.

PUBLICATION – Client agrees to obtain Crowe’s specific permission before using any Report or Crowe work product or Crowe’s firm’s name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe’s permission before they are filed or published.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client’s name and generally describe the nature of Crowe’s engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe’s Services.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

LIMIT OF LIABILITY – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe’s liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this engagement letter or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) two (2) years after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe’s Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client’s affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party

to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

JURY TRIAL WAIVER – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

NOTIFICATION OF NON-LICENSEE OWNERSHIP (For California Engagements) – Crowe ("the Firm") and certain owners of the Firm are licensed by the California State Board of Accountancy. However, the

Firm has owners not licensed by the California State Board of Accountancy who may provide Services under this agreement. If Client has any questions regarding licensure of the personnel performing Services under this engagement, please do not hesitate to contact Crowe.

NON-SOLICITATION – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the engagement (“Key Personnel”). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party’s written consent unless hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel’s compensation for the prior twelve-month period with the other party.

CROWE AND EQUAL OPPORTUNITY – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

CROWE GLOBAL NETWORK – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. “Crowe” is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.



Report on the Firm's System of Quality Control

December 5, 2019

To the Partners of Crowe LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Crowe LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; audits of broker-dealers; and examinations of service organizations [SOC 2 engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Crowe LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Crowe LLP has received a peer review rating of *pass*.

Cherry Bekaert LLP

Cherry Bekaert LLP

200 South 10th Street, Suite 900, Richmond, VA 23219 | P 804.673.5700 | cbh.com





American Institute of CPAs
220 Leigh Farm Road
Durham, NC 27707-8110

December 12, 2019

James Powers
Crowe LLP
225 W Wacker DR Ste 2600
Chicago, IL 60606-1228

Dear James Powers:

It is my pleasure to notify you that on December 12, 2019, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is September 30, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink that reads 'Michael Fawley'. The signature is written in a cursive style.

Michael Fawley
Chair, National PRC
nprc@aicpa.org
+1.919.402.4502

National Peer Review Committee

cc: Samuel Johnson, Scot Ivey

Firm Number: 900010014904

Review Number: 564789

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: December 14, 2021

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 19

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

SUBJECT:

Request to Approve the Proposed Districtwide Calendar for the 2022-2023 and 2023-2024 School Years.

BACKGROUND:

Superintendent Wright and representatives from RDUTA and CSEA met to set criteria, draft several calendars options, and distribute those options to all affected employees to vote on. The survey also conveyed that, from whichever calendar received the most votes, a 2023-2024 calendar would be created to be submitted for approval along with the 2022-2023 Calendar to the Board.

STATUS:

The attached draft of the 2022-2023 Districtwide Calendar has been reviewed and received the majority of both bargaining units. A 2023-2024 calendar was created to mimic the 2022-2023 districtwide calendar and submitted for approval.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

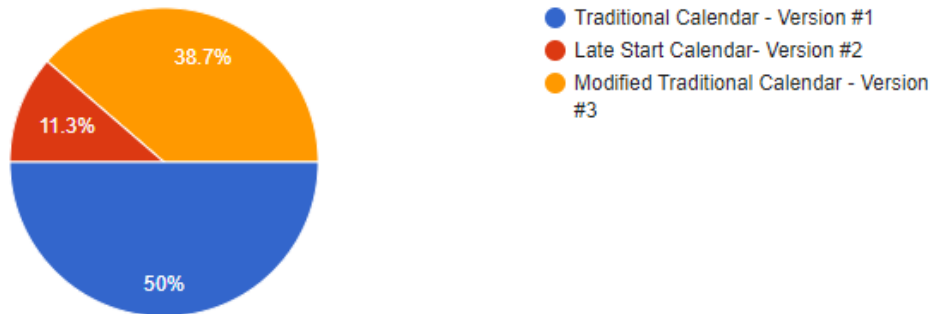
That the Board approves the proposed Districtwide Calendar for the 2022-2023 and 2023-2024 school years.

Time allocated: 3 minutes

2022-2023 Draft Calendar Survey Results

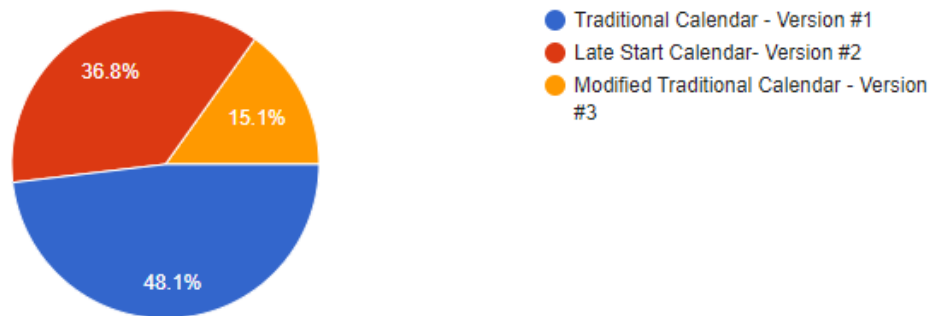
My First Choice for 2022-2023 School Calendar

106 responses



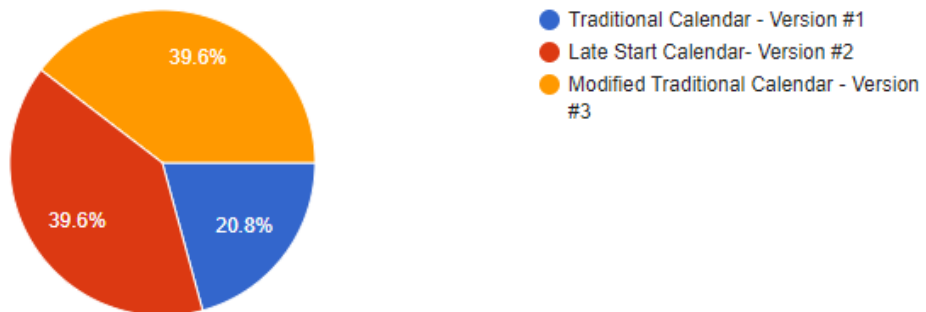
My Second Choice for 2022-2023 School Calendar

106 responses



My Last Choice for 2022-2023 School Calendar

106 responses



2022-2023 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	5	6	7	8		11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	0
AUGUST	1	2	3	4	5	8	9	10 ^{SS}	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31			16
SEPTEMBER				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	21
OCTOBER	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	31					21
NOVEMBER		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30			15
DECEMBER				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	24	27	28	29	30	12
JANUARY	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31				16
FEBRUARY			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28				18
MARCH			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	23
APRIL	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28						14
MAY	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31			22
JUNE				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	2

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 10, 2022

SE = School Ends = June 2, 2023

P = Parent Conference Days = October 10, 11, 13, 14, 2021

Non Student Days = November 1, 2022

Thanksgiving Break = November 21—25, 2022

Winter Break = December 19, 2022—January 6, 2023

Spring Break = April 3—April 10, 2023

Quarter

Days

Quarter 1 – Ends October 7, 2022 42

Quarter 2 – Ends December 16, 2022 43

Quarter 3 – Ends March 17, 2023 47

Quarter 4 – Ends June 2, 2023 48

2023-2024 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	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	31					0
AUGUST		1	2	3	4	7	8	9 ^{SS}	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31		17
SEPTEMBER					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	20
OCTOBER	2	3	4	5	6	9 ^P	10 ^P	11	12 ^P	13 ^P	16	17	18	19	20	23	24	25	26	27	30	31				22
NOVEMBER			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30		15
DECEMBER					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	11
JANUARY	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31			17
FEBRUARY				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29		15
MARCH					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	16
APRIL	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30				20
MAY			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	22
JUNE	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28						5

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 9, 2023

SE = School Ends = June 7, 2024

P = Parent Conference Days = October 9, 10, 12, 13, 2023

Non Student Days = November 1, 2023 and April 26, 2024

Thanksgiving Break = November 20—24, 2023

Winter Break = December 18, 2023—January 5, 2024

Spring Break = March 25—April 1, 2024

Quarter _____ **Days**

Quarter 1 – Ends October 6, 2023 42

Quarter 2 – Ends December 15, 2023 43

Quarter 3 – Ends March 22, 2024 48

Quarter 4 – Ends June 7, 2024 47