

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:

November 9, 2021

Clarksburg Middle School ♦ 52870 Netherlands, Clarksburg, CA

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

REGULAR MEETING AGENDA

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

Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____ Time: _____
5. Reconvene to Open Session (@ approx. 6:30 p.m.) Time: _____
 - 5.1 Retake Roll Call
Member Mahoney ____; Member Riley ____; Member Casillas ____;
Member Lamera ____; Member Apel ____; Member Jelly ____; Member Stone ____
 - 5.2 Pledge of Allegiance
6. Report of Action taken, if any, during the Closed Session (Government Code Section 54957.1) – Board President Stone
7. Review and Approve the **Open Session** Agenda

Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
8. Public Comment: **Anyone may address the Board at this time regarding any subject that is within the Board's subject-matter jurisdiction which is not on this night's agenda** [Government Code Section 54954.3 and Education Code Sections 35145.5 and 72121.5]. **However, please hold your comments on a specific item listed until it is brought up for discussion.** To address the Board, raise your hand and when you have been called on, please step up to the podium and state your name. **However, understand the Board may not 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)
 - 9.1.3 Superintendent Wright's report(s)
 - 9.1.3.1 CSEA Employee of the Year Recognition: Maria Rodarte
 - 9.1.3.2 Initial Process of Determining Populations in Trustee Boundaries 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
 - 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 Revised Unaudited Actuals for 2020-2021 - 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 Rebecca Bryant, Interim Director of Special Education
 - 9.3.1 Educational Services Update – Nicole Latimer, Chief Educational Services Officer
 - 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
 - 9.3.3 Special Education Update – Rebecca Bryant, Interim 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) Chapter #319 Update – Melinda Barkman, CSEA President
- 9.6 Clarksburg Community Park Project Update – Amanda Beck & Ana Oglivie, Friends of Clarksburg Services and Recreation

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

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

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

- 11. Request to 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

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

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

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

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

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

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

Motioned: _____ Second: _____ Ayes: _____ Noes: _____ 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
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ 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
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ 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
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ 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
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
22. Re-Adjourn to continue Closed Session, if needed
23. Report of Action taken, if any, during continued Closed Session (Government Code Section 54957.1) - Board President Stone
24. Adjournment

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

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

AFFIDAVIT OF NOTICING AND POSTING:

I, Jennifer Gaston, Executive Assistant to the Board of Trustees, declare that a copy of this Regular Meeting Agenda/Notice was posted in the bulletin board in front of the District Office 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, November 5, 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:

November 9, 2021

Clarksburg Middle School ♦ 52870 Netherlands, Clarksburg, 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 November 9, 2021, at the Clarksburg Middle School, Clarksburg, 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: November 9, 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 the 2021-2022 California Schools Employee Association's (CSEA) Employee of the Year, Maria Rodarte

BACKGROUND:

Each year a classified employee of the River Delta Unified School District is recognized for their contributions to the District, schools, students and communities.

STATUS:

For the 2021-2022 school year, Maria Rodarte has been chosen to receive the honor of River Delta Unified School District's CSEA Employee of the Year.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board recognizes and honors Maria Rodarte as RDUSD's CSEA Employee of the Year for 2021-2022.

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: November 9, 2021

Attachments: X_____

From: Katherine Wright, Superintendent

Item Number: 9.1.3.2

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

SUBJECT:

Initial Process of Determining Population Range in Trustee Boundaries Areas

BACKGROUND:

The initial process of determining if a school Board of Trustees must redraw their boundary areas is to determine the population range of the current Trustee Areas after a census has been completed.

STATUS:

The 2020 census data has been received and the population range of each Trustee Area have been analyzed by a GIS Analyst in the Department of Technology from the County of Sacramento.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board receives this information as presented

Time allocated: 5 minutes

2020 Census Population Information

The 2020 inmate-reallocated Population of **River Delta Unified School District** is **17,664**.
Target population of each of your 7 trustee areas of 2,523.

Listed below are the populations of your 7 areas, and their % deviation from this target.

	Census2020	Deviation % from Target
1	2,219	-12.1%
2	2,560	1.4%
3	2,224	-11.9%
4	2,649	5.0%
5	2,135	-15.4%
6	3,507	39.0%
7	2,370	-6.1%
Total	17,664	
Target	2,523	

Population of River Delta Unified School District divided by County:

Solano	10,745
Sacramento	5,617
Yolo	1,302

Keeping four of the seven Trustee Areas contained within Solano County would result in those four Trustee Areas averaging a population of 2,686 which is 6.5% over target. The remaining three Trustee Areas in Yolo/Sacramento would have average populations of 2,306 which is 8.6% below target. Both falling within the 10% population range.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 9, 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 (**NOVEMBER MONTH 3**)

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 125** students compared to the same month of school year 2019-20, decreasing from 1973 to 1848 (does not include Adult Ed), due to COVID-19 enrollment ADA is compared to 2019-20.

District-wide enrollment **decreased by 0 students** compared to **last month (September)**.
(Does not include Adult Ed)

District-wide attendance **decreased 42 ADA** compared to **last month (September)**,
1,687 to 1,645. (Does not include Adult Ed)

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

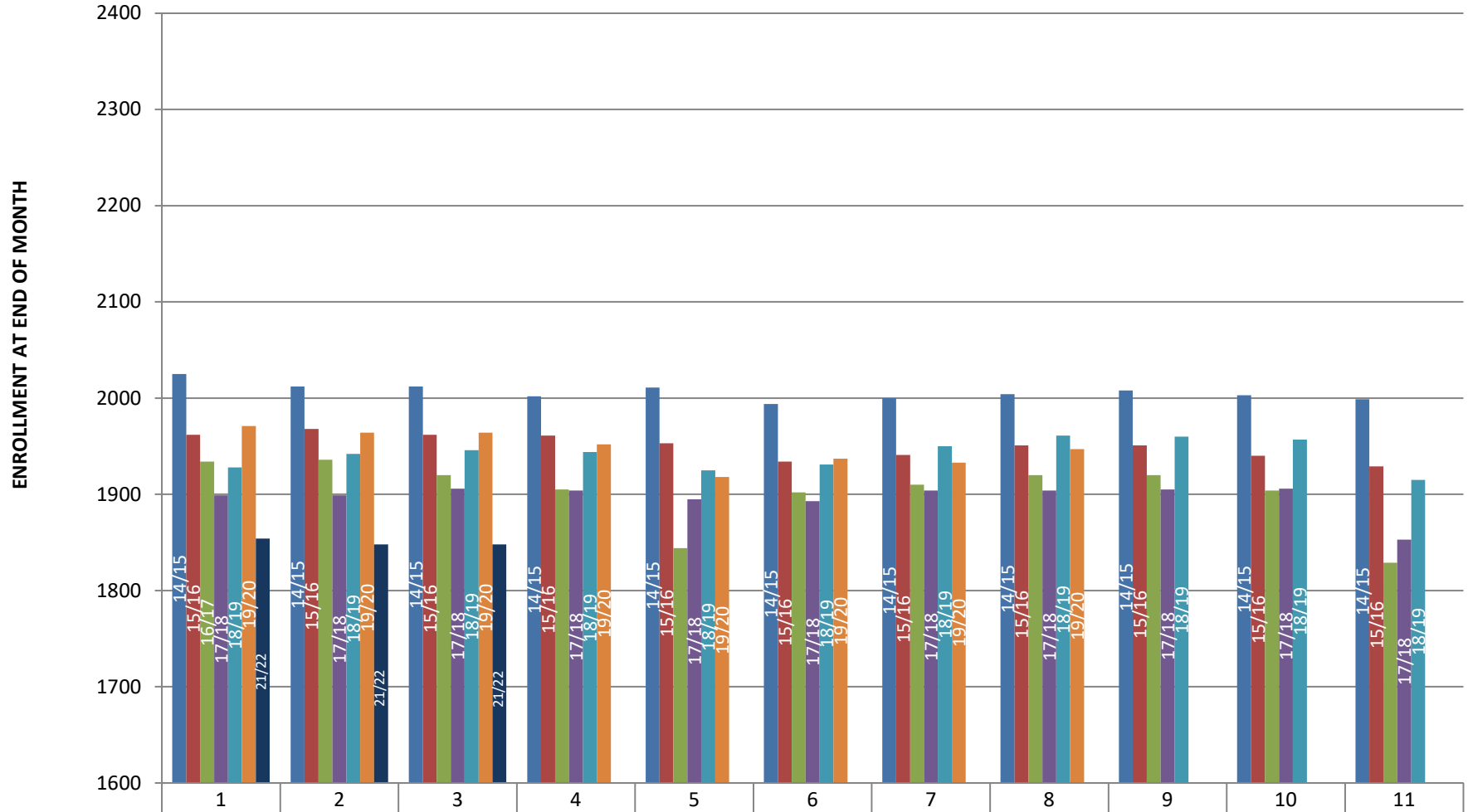
RECOMMENDATION:

That the Board receives the information presented

Time allocated: 3 minutes

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

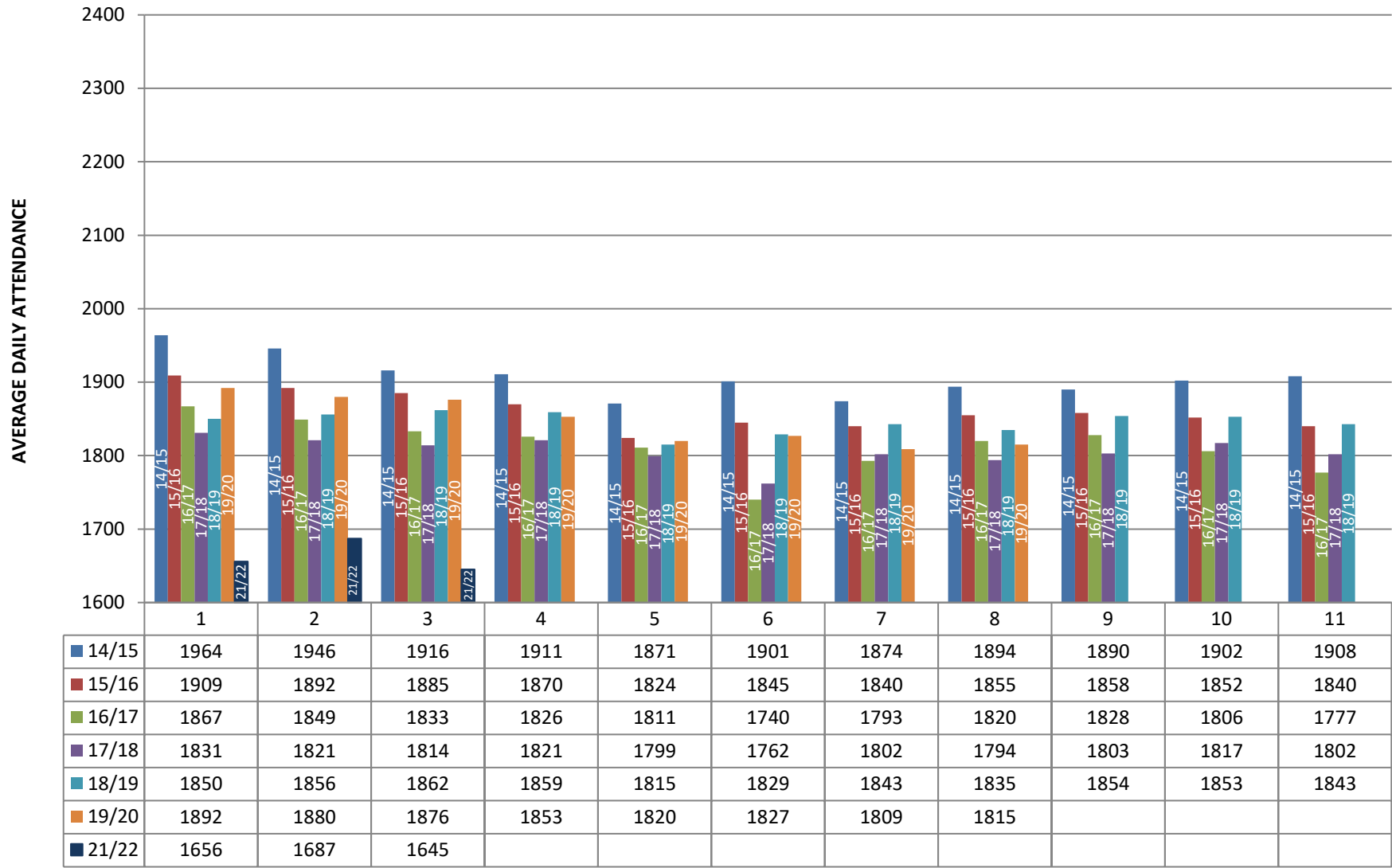
ENROLLMENT



■ 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								

SCHOOL MONTH

ACTUAL ATTENDANCE



SCHOOL MONTH

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: November 9, 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
 October 2021

Working Budget						Actuals thru: 10/31/2021					
	Beginning Balance (A)	Net Income/ Contributions in (B)	Expense/ Contributions out (C)	Ending Balance (D)	YTD Income (E)	YTD Paid to Delta Charter (F)	YTD Net Revenue (G)	Percentage Received (H)	YTD Expense (I)	Percentage Spent (J)	
							(G/B=H)			(I/C=J)	
General Fund: (01)											
Unrestricted	4,209,833	17,588,167	16,418,721	5,379,279	5,195,570	551,456	5,195,570	29.54%	4,726,927	28.79%	
Restricted	1,676,390	11,184,097	11,432,385	1,428,102	721,426		721,426	6.45%	2,071,698	18.12%	
Combined	5,886,223	28,772,264	27,851,106	6,807,381	5,916,996	551,456	5,916,996	20.56%	6,798,625	24.41%	
Other Funds											
Adult Ed. (11)	78,830	106,165	106,165	78,830	30,324		30,324	28.56%	7,373	6.94%	
Child Development (12)	7,717	292,102	292,102	7,717	126,887		126,887	43.44%	96,242	32.95%	
Cafeteria (13)	71,074	1,005,750	1,005,750	71,074	59,869		59,869	5.95%	221,591	22.03%	
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	11,058		11,058	31.91%	-	0.00%	
Bond Fund- Measure J (22)	15,205,731	3	-	15,205,734	-		-	0.00%	67,008	0.00%	
Bond Fund - Measure K (23)	4,801,187	6	-	4,801,193	-		-	0.00%	20,982	0.00%	
Developer Fees (25)	947,141	318,371	-	1,265,512	69,277		69,277	21.76%	223,641	0.00%	
County School Facilities (35)	3,388	(30)	-	3,358	9		9	-30.00%	-	0.00%	
Capital Projects (49)	110,040	6,100	-	116,140	269		269	4.41%	13,062	0.00%	

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 9, 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: Revised Unaudited Actuals for FY2020-21

BACKGROUND:

The District is required to submit FY2020-21 Unaudited Actuals to Sacramento County Office of Education (SCOE) on or before September 15, 2021. SCOE submits the district Unaudited Actuals to the California Department of Education on or before October 15, 2021 after SCOE reviews the documents submitted by the district.

STATUS:

Upon SCOE review, there was a journal entry that was not approved prior to uploading the data. This has been corrected for the districts LCFF accruals, changing the LCFF sources (8010-8099) to \$18,818,359.55 and excess to \$4,186,321.95.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

N/A

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

That the Board receives and reviews the information submitted.

Time allocated: 2 minutes

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	18,818,359.55	0.00	18,818,359.55	20,334,244.00	0.00	20,334,244.00	8.1%
2) Federal Revenue		8100-8299	41,915.56	1,969,151.56	2,011,067.12	0.00	2,441,720.00	2,441,720.00	21.4%
3) Other State Revenue		8300-8599	406,244.03	2,677,093.21	3,083,337.24	374,795.00	2,733,239.00	3,108,034.00	0.8%
4) Other Local Revenue		8600-8799	584,250.11	1,142,722.98	1,726,973.09	563,166.00	2,325,100.00	2,888,266.00	67.2%
5) TOTAL, REVENUES			19,850,769.25	5,788,967.75	25,639,737.00	21,272,205.00	7,500,059.00	28,772,264.00	12.2%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	7,586,389.15	1,967,877.59	9,554,266.74	7,267,931.00	2,474,670.00	9,742,601.00	2.0%
2) Classified Salaries		2000-2999	2,245,919.25	1,462,895.51	3,708,814.76	2,390,303.00	1,494,055.00	3,884,358.00	4.7%
3) Employee Benefits		3000-3999	3,185,592.88	1,979,666.77	5,165,259.65	3,528,002.00	2,479,753.00	6,007,755.00	16.3%
4) Books and Supplies		4000-4999	341,833.40	1,256,956.57	1,598,789.97	600,506.00	1,428,049.00	2,028,555.00	26.9%
5) Services and Other Operating Expenditures		5000-5999	2,163,829.95	1,252,416.74	3,416,246.69	2,268,414.00	2,182,905.00	4,451,319.00	30.3%
6) Capital Outlay		6000-6999	120,104.16	246,648.57	366,752.73	51,742.00	1,327,140.00	1,378,882.00	276.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	67,938.26	0.00	67,938.26	70,000.00	0.00	70,000.00	3.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(47,159.75)	36,975.24	(10,184.51)	(58,753.00)	45,813.00	(12,940.00)	27.1%
9) TOTAL, EXPENDITURES			15,664,447.30	8,203,436.99	23,867,884.29	16,118,145.00	11,432,385.00	27,550,530.00	15.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)									
			4,186,321.95	(2,414,469.24)	1,771,852.71	5,154,060.00	(3,932,326.00)	1,221,734.00	-31.0%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	203,157.48	0.00	203,157.48	300,576.00	0.00	300,576.00	48.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	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	0.00	0.0%
3) Contributions		8980-8999	(2,972,729.36)	2,972,729.36	0.00	(3,684,038.00)	3,684,038.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(3,175,886.84)	2,972,729.36	(203,157.48)	(3,984,614.00)	3,684,038.00	(300,576.00)	48.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,010,435.11	558,260.12	1,568,695.23	1,169,446.00	(248,288.00)	921,158.00	-41.3%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited									
		9791	5,686,849.00	917,998.45	6,604,847.45	6,697,284.11	1,662,375.13	8,359,659.24	26.6%
b) Audit Adjustments									
		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)									
			5,686,849.00	917,998.45	6,604,847.45	6,697,284.11	1,662,375.13	8,359,659.24	26.6%
d) Other Restatements									
		9795	0.00	186,116.56	186,116.56	0.00	0.00	0.00	-100.0%
e) Adjusted Beginning Balance (F1c + F1d)									
			5,686,849.00	1,104,115.01	6,790,964.01	6,697,284.11	1,662,375.13	8,359,659.24	23.1%
2) Ending Balance, June 30 (E + F1e)									
			6,697,284.11	1,662,375.13	8,359,659.24	7,866,730.11	1,414,087.13	9,280,817.24	11.0%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash									
		9711	(1.27)	0.00	(1.27)	0.00	0.00	0.00	-100.0%
Stores									
		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items									
		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others									
		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted									
		9740	0.00	1,676,390.13	1,676,390.13	0.00	1,706,869.80	1,706,869.80	1.8%
c) Committed									
Stabilization Arrangements									
		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments									
		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments									
		9780	15,000.00	0.00	15,000.00	0.00	0.00	0.00	-100.0%
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties									
		9789	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unassigned/Unappropriated Amount									
		9790	6,682,285.38	(14,015.00)	6,668,270.38	7,866,730.11	(292,782.67)	7,573,947.44	13.6%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
G. ASSETS									
1) Cash									
a) in County Treasury		9110	4,930,133.12	1,989,147.16	6,919,280.28				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	(4,566.54)	186,116.56	181,550.02				
c) in Revolving Cash Account		9130	(1.27)	0.00	(1.27)				
d) with Fiscal Agent/Trustee		9135	0.00	0.00	0.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	2,633,433.57	589,626.28	3,223,059.85				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	2,326.89	0.00	2,326.89				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL, ASSETS			7,561,325.77	2,764,890.00	10,326,215.77				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	789,041.66	426,029.26	1,215,070.92				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	75,000.00	0.00	75,000.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	676,485.61	676,485.61				
6) TOTAL, LIABILITIES			864,041.66	1,102,514.87	1,966,556.53				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			6,697,284.11	1,662,375.13	8,359,659.24				

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
LCFF SOURCES									
Principal Apportionment									
State Aid - Current Year		8011	8,164,864.00	0.00	8,164,864.00	9,112,956.00	0.00	9,112,956.00	11.6%
Education Protection Account State Aid - Current Year		8012	480,135.00	0.00	480,135.00	372,724.00	0.00	372,724.00	-22.4%
State Aid - Prior Years		8019	(245,494.76)	0.00	(245,494.76)	0.00	0.00	0.00	-100.0%
Tax Relief Subventions									
Homeowners' Exemptions		8021	73,120.79	0.00	73,120.79	72,740.00	0.00	72,740.00	-0.5%
Timber Yield Tax		8022	0.54	0.00	0.54	0.00	0.00	0.00	-100.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes									
Secured Roll Taxes		8041	10,687,388.98	0.00	10,687,388.98	10,727,708.00	0.00	10,727,708.00	0.4%
Unsecured Roll Taxes		8042	911,344.49	0.00	911,344.49	825,595.00	0.00	825,595.00	-9.4%
Prior Years' Taxes		8043	(201,449.13)	0.00	(201,449.13)	9,717.00	0.00	9,717.00	-104.8%
Supplemental Taxes		8044	113,328.82	0.00	113,328.82	175,687.00	0.00	175,687.00	55.0%
Education Revenue Augmentation Fund (ERAF)		8045	651,934.85	0.00	651,934.85	404,016.00	0.00	404,016.00	-38.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	300,518.44	0.00	300,518.44	753,211.00	0.00	753,211.00	150.6%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)									
Royalties and Bonuses		8081	364.31	0.00	364.31	20.00	0.00	20.00	-94.5%
Other In-Lieu Taxes		8082	5,228.22	0.00	5,228.22	0.00	0.00	0.00	-100.0%
Less: Non-LCFF (50%) Adjustment		8089	(2,796.00)	0.00	(2,796.00)	0.00	0.00	0.00	-100.0%
Subtotal, LCFF Sources			20,938,488.55	0.00	20,938,488.55	22,454,374.00	0.00	22,454,374.00	7.2%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	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	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(2,120,129.00)	0.00	(2,120,129.00)	(2,120,130.00)	0.00	(2,120,130.00)	0.0%
Property Taxes Transfers		8097	0.00	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	0.00	0.0%
TOTAL, LCFF SOURCES			18,818,359.55	0.00	18,818,359.55	20,334,244.00	0.00	20,334,244.00	8.1%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	326,919.27	326,919.27	0.00	356,219.00	356,219.00	9.0%
Special Education Discretionary Grants		8182	0.00	5,000.00	5,000.00	0.00	25,897.00	25,897.00	417.9%
Child Nutrition Programs		8220	0.00	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	0.00	0.0%
Forest Reserve Funds		8260	0.00	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	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	4,500.00	4,500.00	0.00	0.00	0.00	-100.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		247,188.24	247,188.24		392,497.00	392,497.00	58.8%
Title I, Part D, Local Delinquent Programs	3025	8290		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		57,839.00	57,839.00	0.0%
Title III, Part A, Immigrant Student Program	4201	8290		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Title III, Part A, English Learner Program	4203	8290		47,637.00	47,637.00		45,188.00	45,188.00	-5.1%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4037, 4050, 4123, 4124, 4126, 4127, 4128, 5510, 5630	8290		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	0.0%
All Other Federal Revenue	All Other	8290	41,915.56	1,280,068.05	1,321,983.61	0.00	1,564,080.00	1,564,080.00	18.3%
TOTAL, FEDERAL REVENUE			41,915.56	1,969,151.56	2,011,067.12	0.00	2,441,720.00	2,441,720.00	21.4%
OTHER STATE REVENUE									
Other State Apportionments									
ROC/P Entitlement Prior Years	6360	8319		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	0.0%
Prior Years	6500	8319		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	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	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	0.00	0.0%
Mandated Costs Reimbursements		8550	80,219.00	0.00	80,219.00	81,500.00	0.00	81,500.00	1.6%
Lottery - Unrestricted and Instructional Materials		8560	318,957.02	141,962.60	460,919.62	290,795.00	94,993.00	385,788.00	-16.3%
Tax Relief Subventions Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	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	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		316,633.47	316,633.47		399,508.00	399,508.00	26.2%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		0.00	0.00		0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590		111,749.90	111,749.90		110,338.00	110,338.00	-1.3%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		47,883.31	47,883.31		0.00	0.00	-100.0%
Quality Education Investment Act	7400	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	7,068.01	2,058,863.93	2,065,931.94	2,500.00	2,128,400.00	2,130,900.00	3.1%
TOTAL, OTHER STATE REVENUE			406,244.03	2,677,093.21	3,083,337.24	374,795.00	2,733,239.00	3,108,034.00	0.8%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (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	0.00	0.0%
Unsecured Roll		8616	0.00	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	0.00	0.0%
Supplemental Taxes		8618	0.00	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	0.00	0.0%
Other		8622	0.00	3,793.79	3,793.79	0.00	0.00	0.00	-100.0%
Community Redevelopment Funds									
Not Subject to LCFF Deduction		8625	0.00	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	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	0.00	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	0.00	0.0%
Food Service Sales		8634	0.00	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	0.00	0.0%
Leases and Rentals		8650	136.92	0.00	136.92	0.00	0.00	0.00	-100.0%
Interest		8660	232,175.20	0.00	232,175.20	113,463.00	0.00	113,463.00	-51.1%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	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	0.00	0.0%
Non-Resident Students		8672	0.00	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	0.00	0.0%
Interagency Services		8677	34,462.17	9,985.00	44,447.17	53,000.00	8,885.00	61,885.00	39.2%
Mitigation/Developer Fees		8681	0.00	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	0.00	0.0%
Other Local Revenue Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	2,796.00	0.00	2,796.00	0.00	0.00	0.00	-100.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	314,679.82	552,663.19	867,343.01	376,703.00	1,811,083.00	2,187,786.00	152.2%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	20,000.00	0.00	20,000.00	New
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		576,281.00	576,281.00		505,132.00	505,132.00	-12.3%
From JPAs	6500	8793		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	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		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	0.00	0.0%
From County Offices	All Other	8792	0.00	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	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			584,250.11	1,142,722.98	1,726,973.09	563,166.00	2,325,100.00	2,888,266.00	67.2%
TOTAL, REVENUES			19,850,769.25	5,788,967.75	25,639,737.00	21,272,205.00	7,500,059.00	28,772,264.00	12.2%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	5,935,496.24	1,490,238.45	7,425,734.69	5,832,054.00	1,569,769.00	7,401,823.00	-0.3%
Certificated Pupil Support Salaries		1200	743,340.51	284,423.51	1,027,764.02	508,940.00	613,145.00	1,122,085.00	9.2%
Certificated Supervisors' and Administrators' Salaries		1300	907,289.90	162,684.38	1,069,974.28	926,053.00	202,917.00	1,128,970.00	5.5%
Other Certificated Salaries		1900	262.50	30,531.25	30,793.75	884.00	88,839.00	89,723.00	191.4%
TOTAL, CERTIFICATED SALARIES			7,586,389.15	1,967,877.59	9,554,266.74	7,267,931.00	2,474,670.00	9,742,601.00	2.0%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	33,193.66	828,130.18	861,323.84	38,457.00	998,294.00	1,036,751.00	20.4%
Classified Support Salaries		2200	979,028.13	230,041.64	1,209,069.77	1,051,668.00	272,555.00	1,324,223.00	9.5%
Classified Supervisors' and Administrators' Salaries		2300	180,731.92	42,418.42	223,150.34	198,962.00	42,616.00	241,578.00	8.3%
Clerical, Technical and Office Salaries		2400	954,049.05	127,710.28	1,081,759.33	966,387.00	134,763.00	1,101,150.00	1.8%
Other Classified Salaries		2900	98,916.49	234,594.99	333,511.48	134,829.00	45,827.00	180,656.00	-45.8%
TOTAL, CLASSIFIED SALARIES			2,245,919.25	1,462,895.51	3,708,814.76	2,390,303.00	1,494,055.00	3,884,358.00	4.7%
EMPLOYEE BENEFITS									
STRS		3101-3102	1,160,919.39	1,171,492.84	2,332,412.23	1,185,840.00	1,339,141.00	2,524,981.00	8.3%
PERS		3201-3202	479,879.91	284,431.52	764,311.43	607,186.00	404,202.00	1,011,388.00	32.3%
OASDI/Medicare/Alternative		3301-3302	281,034.15	153,710.86	434,745.01	304,527.00	166,527.00	471,054.00	8.4%
Health and Welfare Benefits		3401-3402	950,360.67	287,101.66	1,237,462.33	1,167,717.00	433,644.00	1,601,361.00	29.4%
Unemployment Insurance		3501-3502	5,704.98	5,350.13	11,055.11	(25,079.00)	48,689.00	23,610.00	113.6%
Workers' Compensation		3601-3602	156,533.48	51,817.77	208,351.25	138,033.00	56,187.00	194,220.00	-6.8%
OPEB, Allocated		3701-3702	53,481.16	0.00	53,481.16	61,009.00	0.00	61,009.00	14.1%
OPEB, Active Employees		3751-3752	93,124.57	25,425.99	118,550.56	88,769.00	31,243.00	120,012.00	1.2%
Other Employee Benefits		3901-3902	4,554.57	336.00	4,890.57	0.00	120.00	120.00	-97.5%
TOTAL, EMPLOYEE BENEFITS			3,185,592.88	1,979,666.77	5,165,259.65	3,528,002.00	2,479,753.00	6,007,755.00	16.3%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	7,829.92	80,902.53	88,732.45	0.00	99,653.00	99,653.00	12.3%
Books and Other Reference Materials		4200	450.20	1,399.84	1,850.04	601.00	6,080.00	6,681.00	261.1%
Materials and Supplies		4300	279,188.32	872,380.92	1,151,569.24	494,062.00	1,258,082.00	1,752,144.00	52.2%
Noncapitalized Equipment		4400	54,364.96	302,273.28	356,638.24	105,843.00	64,234.00	170,077.00	-52.3%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			341,833.40	1,256,956.57	1,598,789.97	600,506.00	1,428,049.00	2,028,555.00	26.9%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	137,671.98	565,480.77	703,152.75	137,672.00	747,550.00	885,222.00	25.9%
Travel and Conferences		5200	8,470.64	5,684.70	14,155.34	46,251.00	35,064.00	81,315.00	474.4%
Dues and Memberships		5300	41,663.28	3,815.00	45,478.28	40,932.00	3,425.00	44,357.00	-2.5%
Insurance		5400 - 5450	151,498.46	0.00	151,498.46	204,419.00	0.00	204,419.00	34.9%
Operations and Housekeeping Services		5500	829,982.72	0.00	829,982.72	832,438.00	0.00	832,438.00	0.3%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	76,722.50	56,624.83	133,347.33	108,484.00	100,380.00	208,864.00	56.6%
Transfers of Direct Costs		5710	(27,438.95)	27,438.95	0.00	(41,091.00)	41,091.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(1,376.96)	0.00	(1,376.96)	895.00	9,000.00	9,895.00	-818.6%
Professional/Consulting Services and Operating Expenditures		5800	561,627.76	460,692.95	1,022,320.71	523,807.00	1,137,122.00	1,660,929.00	62.5%
Communications		5900	385,008.52	132,679.54	517,688.06	414,607.00	109,273.00	523,880.00	1.2%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			2,163,829.95	1,252,416.74	3,416,246.69	2,268,414.00	2,182,905.00	4,451,319.00	30.3%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
CAPITAL OUTLAY									
Land		6100	0.00	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	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	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	0.00	0.0%
Equipment		6400	120,104.16	246,648.57	366,752.73	41,742.00	1,327,140.00	1,368,882.00	273.2%
Equipment Replacement		6500	0.00	0.00	0.00	10,000.00	0.00	10,000.00	New
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			120,104.16	246,648.57	366,752.73	51,742.00	1,327,140.00	1,378,882.00	276.0%
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	0.00	0.0%
State Special Schools		7130	0.00	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	0.00	0.0%
Payments to County Offices		7142	67,938.26	0.00	67,938.26	70,000.00	0.00	70,000.00	3.0%
Payments to JPAs		7143	0.00	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	0.00	0.0%
To County Offices		7212	0.00	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	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		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	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		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	0.00	0.0%
All Other Transfers		7281-7283	0.00	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	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	0.00	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	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			67,938.26	0.00	67,938.26	70,000.00	0.00	70,000.00	3.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(36,975.24)	36,975.24	0.00	(45,813.00)	45,813.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(10,184.51)	0.00	(10,184.51)	(12,940.00)	0.00	(12,940.00)	27.1%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(47,159.75)	36,975.24	(10,184.51)	(58,753.00)	45,813.00	(12,940.00)	27.1%
TOTAL, EXPENDITURES			15,664,447.30	8,203,436.99	23,867,884.29	16,118,145.00	11,432,385.00	27,550,530.00	15.4%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	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	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	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	0.00	0.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	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	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	76,856.00	0.00	76,856.00	New
Other Authorized Interfund Transfers Out		7619	203,157.48	0.00	203,157.48	223,720.00	0.00	223,720.00	10.1%
(b) TOTAL, INTERFUND TRANSFERS OUT			203,157.48	0.00	203,157.48	300,576.00	0.00	300,576.00	48.0%
OTHER SOURCES/USES									
SOURCES									
State Apportionments Emergency Apportionments		8931	0.00	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	0.00	0.0%
Other Sources Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	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	0.00	0.0%
Proceeds from Leases		8972	0.00	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	0.00	0.0%
All Other Financing Sources		8979	0.00	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	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	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	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(2,972,729.36)	2,972,729.36	0.00	(3,684,038.00)	3,684,038.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(2,972,729.36)	2,972,729.36	0.00	(3,684,038.00)	3,684,038.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES									
(a - b + c - d + e)			(3,175,886.84)	2,972,729.36	(203,157.48)	(3,984,614.00)	3,684,038.00	(300,576.00)	48.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	18,818,359.55	0.00	18,818,359.55	20,334,244.00	0.00	20,334,244.00	8.1%
2) Federal Revenue		8100-8299	41,915.56	1,969,151.56	2,011,067.12	0.00	2,441,720.00	2,441,720.00	21.4%
3) Other State Revenue		8300-8599	406,244.03	2,677,093.21	3,083,337.24	374,795.00	2,733,239.00	3,108,034.00	0.8%
4) Other Local Revenue		8600-8799	584,250.11	1,142,722.98	1,726,973.09	563,166.00	2,325,100.00	2,888,266.00	67.2%
5) TOTAL REVENUES			19,850,769.25	5,788,967.75	25,639,737.00	21,272,205.00	7,500,059.00	28,772,264.00	12.2%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		8,369,354.63	5,813,046.71	14,182,401.34	8,505,738.00	7,545,708.00	16,051,446.00	13.2%
2) Instruction - Related Services	2000-2999		1,989,880.34	436,079.34	2,425,959.68	2,155,006.00	528,786.00	2,683,792.00	10.6%
3) Pupil Services	3000-3999		1,966,944.17	764,885.34	2,731,829.51	1,755,967.00	2,471,412.00	4,227,379.00	54.7%
4) Ancillary Services	4000-4999		93,466.18	919.00	94,385.18	148,810.00	6,816.00	155,626.00	64.9%
5) Community Services	5000-5999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		1,288,064.60	103,395.09	1,391,459.69	1,455,525.00	50,913.00	1,506,438.00	8.3%
8) Plant Services	8000-8999		1,874,381.95	1,085,111.51	2,959,493.46	2,013,099.00	828,750.00	2,841,849.00	-4.0%
9) Other Outgo	9000-9999	Except 7600-7699	82,355.43	0.00	82,355.43	84,000.00	0.00	84,000.00	2.0%
10) TOTAL EXPENDITURES			15,664,447.30	8,203,436.99	23,867,884.29	16,118,145.00	11,432,385.00	27,550,530.00	15.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			4,186,321.95	(2,414,469.24)	1,771,852.71	5,154,060.00	(3,932,326.00)	1,221,734.00	-31.0%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	203,157.48	0.00	203,157.48	300,576.00	0.00	300,576.00	48.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	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	0.00	0.0%
3) Contributions		8980-8999	(2,972,729.36)	2,972,729.36	0.00	(3,684,038.00)	3,684,038.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(3,175,886.84)	2,972,729.36	(203,157.48)	(3,984,614.00)	3,684,038.00	(300,576.00)	48.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,010,435.11	558,260.12	1,568,695.23	1,169,446.00	(248,288.00)	921,158.00	-41.3%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	5,686,849.00	917,998.45	6,604,847.45	6,697,284.11	1,662,375.13	8,359,659.24	26.6%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,686,849.00	917,998.45	6,604,847.45	6,697,284.11	1,662,375.13	8,359,659.24	26.6%
d) Other Restatements		9795	0.00	186,116.56	186,116.56	0.00	0.00	0.00	-100.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,686,849.00	1,104,115.01	6,790,964.01	6,697,284.11	1,662,375.13	8,359,659.24	23.1%
2) Ending Balance, June 30 (E + F1e)			6,697,284.11	1,662,375.13	8,359,659.24	7,866,730.11	1,414,087.13	9,280,817.24	11.0%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	(1.27)	0.00	(1.27)	0.00	0.00	0.00	-100.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted									
		9740	0.00	1,676,390.13	1,676,390.13	0.00	1,706,869.80	1,706,869.80	1.8%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)		9780	15,000.00	0.00	15,000.00	0.00	0.00	0.00	-100.0%
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	6,682,285.38	(14,015.00)	6,668,270.38	7,866,730.11	(292,782.67)	7,573,947.44	13.6%

Resource	Description	2020-21 Unaudited Actuals	2021-22 Budget
3212	Elementary and Secondary School Emergency Relief II (ESSER II) F	0.00	653,011.00
5640	Medi-Cal Billing Option	34,062.17	34,062.17
6300	Lottery: Instructional Materials	184,632.46	184,632.46
7010	Agricultural Career Technical Education Incentive	2,226.31	2,226.31
7311	Classified School Employee Professional Development Block Grant	17,738.00	17,738.00
7425	Expanded Learning Opportunities (ELO) Grant	617,155.33	0.00
8150	Ongoing & Major Maintenance Account (RMA: Education Code Secti	543,495.35	538,119.35
8210	Student Activity Funds	186,116.56	186,116.56
9010	Other Restricted Local	90,963.95	90,963.95
Total, Restricted Balance		<u>1,676,390.13</u>	<u>1,706,869.80</u>

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: November 9, 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 Maintenance, Operations and Transportation (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 October 2021

PRESENTER:

Ken Gaston, Director of MOT

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
November 9, 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**
 - Cleaned out gutters and raked pine needles. - \$800
 - Blew off leaves off the entire roof and clean all gutters. - \$840
 - Raked the bark in the playground and leveled where it had lower spots. - \$200

- **Delta High School**
 - Replaced refrigerator temperature control switch in kitchen. - \$220
 - Replaced faucet in the boy's bathroom. - \$165
 - Replaced bathroom stall door in locker room. -\$120
 - Changed seals on the toilet bathroom in the girl's locker room and gym. - \$120

- **D. H. White Elementary**
 - Replaced A/C out blower wheel and motor bracket in room 3. - \$100

- **Isleton Elementary School**
 - Replaced air conditioner blower motor in 6th grade classroom. - \$460

- **Rio Vista High School**
 - Installed mount and ran electrical to plug in projector in classroom. - \$190
 - Put up 40 T-Posts in the softball field and hanged temporary fencing. - \$420

- **Riverview Middle School**
 - Removed plastic key chain stuck in the girl's bathroom toilet. - \$148
 - Pulled out bleachers and cleaned under bleachers, scrubbed gym floor. - \$160

- **Walnut Grove Elementary School**
 - Capped off the faucet in room 4 and 5. - \$100

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 9, 2021

Attachments: X

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 9.3.2

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

SUBJECT:

Presentation Showing the Results of the Progress Measurement of the Local Indicators on the California Dashboard.

BACKGROUND:

River Delta Unified School District (RDUSD) completed the Local Indicators reflection and rating on October 15, 2021. In conjunction with this state submission, RDUSD is required to present the rating information at a regularly scheduled meeting of the Board of Trustees. The State of California is required by AB 130 to report on data collected in the 2020–21 school year on our website through the California School Dashboard The reported data may include:

- Chronic Absenteeism Rate
- College/Career Indicator Related Data: Advanced Placement, International Baccalaureate, Career Technical Education pathway completion, a-g completion, college credit, and State Seal of Biliteracy
- English Learner Reclassification Rate
- Enrollment Data
- Expulsion Rate
- Graduation Rates: Four-Year, Five-Year, the Combined, and One-Year DASS
- Suspension Rate

STATUS:

This presentation is to provide a summary of the submission of the Local Indicators.

PRESENTER: Nicole Latimer, Chief Educational Services Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: No cost to the district.

RECOMMENDATION:

That the Board receives the presentation regarding the RDUSD self-reflection tool submitted to the California State Dashboard.

Time allocated: 5-10 minutes

Local Indicators Presentation 2020-2021



Presented By Nicole Latimer, Chief of
Educational Services


**RIVER DELTA UNIFIED
SCHOOL DISTRICT**



Creating Excellence To Ensure That All Students Learn



California Dashboard at a glance

- 
- ❖ The California School Dashboard provides parents and educators with meaningful information on school and district progress so they can participate in decisions to improve student learning.
 - ❖ In response to the ongoing COVID-19 pandemic, Assembly Bill (AB) 130 (Chapter 44, Statutes of 2021) was passed and signed into law and suspends the use of the 2021 Dashboard for accountability purposes, including differentiated assistance (DA). LEAs identified for DA on the 2019 Dashboard are expected to participate in all DA activities as per California Education Code Sections 52071 and 52071.5 and Section 122 of AB 130.



Background Continued...

State Indicators: While State Indicators are waived from being reported on the Dashboard, California is required by AB 130 to report on valid and reliable data collected in the 2020–21 school year on our website through the Dashboard Additional Reports, DataQuest, or other supporting portals. The reported data may include:

- ◆ Chronic Absenteeism Rate
- ◆ College/Career Indicator Related Data: Advanced Placement, International Baccalaureate, Career Technical Education pathway completion, a-g completion, college credit, and State Seal of Biliteracy
- ◆ English Learner Reclassification Rate
- ◆ Enrollment Data
- ◆ Expulsion Rate
- ◆ Graduation Rates: Four-Year, Five-Year, the Combined, and One-Year DASS
- ◆ Suspension Rate

The State Board of Education (SBE) approved standards for the local indicators that support local educational agencies (LEAs) in measuring and reporting their progress within the appropriate priority area. For each local indicator, the performance standards are as follows:

1. Annually measure its progress in meeting the requirements of the specific LCFF priority; and
2. Report the results as part of a non-consent item at a regularly scheduled public meeting of the local governing board/body in conjunction with the adoption of the LCAP; and
3. Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

Each LEA uses the SBE-adopted self-reflection tools to report its progress through the Dashboard. The collection and reflection on locally available information relevant to progress regarding local priority areas will support LEAs in completing the self-reflection tools, reporting in the Dashboard, and in local planning and improvement efforts.

The SBE adopted self-reflection tool has the following Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability and LEAS were to provide self ratings for the following Priorities:

- Basic Services and Conditions (Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities) (Priority 1)
- Implementation of State Academic Standards (Priority 2)
- Parent and Family Engagement (Priority 3)
- Access to a Broad Course of Study (Priority 7)

LEAs provided a narrative summary of the local administration and analysis of a local climate survey that captures a valid measure of student perceptions of school safety and connectedness in at least one grade within the grade span (e.g., K–5, 6–8, 9–12), including differences among student groups and additional data collection tools that are particularly relevant to school safety and connectedness for the following Priority:

- School Climate (Priority 6)

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: November 9, 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 October 12, 2021.

BACKGROUND:

Attached are the Minutes from the Regular and Special meetings of the Board of Trustees held on October 12, 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

October 12, 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 October 12, 2021 at Bates Elementary School, Courtland, 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 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:** Kaitlyn Gilliland, a Rio Vista High School teacher submitted a written comment. She was not present in person or virtually, so Ms. Latimer read her statement to the Board. Ms. Gilliland stated that she is in her seventh year serving in River Delta Unified School District and that Rio Vista High School has 23 certificated teachers, six of which have taught with her during her tenor in the District. She stated that some of these positions have turned over multiple times over the last six years and that the District has had a consistent issue with teacher retention and has been exacerbated by the nationwide teacher shortage. Ms. Gilliland feels that it isn't fair to the teachers who have been asked to absorb the responsibility of the vacant positions. Speaking of her own experience, she has been helping plan Chemistry labs for Delta High School and, although she has been compensated for this task, she feels that it is not a sustainable solution in the long term. Ms. Gilliland fears that teachers who have continued to work in the District are going to get burn out and the problem will only get worse. Ms. Gilliland stated that, when students do not show up for class, the teachers are asked if anything in the classroom environment might be causing this behavior and to make the necessary changes. She made a question to the Board that if teachers stop showing up to work, is it not their responsibility to figure out why and to make necessary changes? Ms. Gilliland hopes that the Board will consider addressing her following questions at the next meeting. These questions are: Is the issue of teacher recruitment, and teacher retention something

that the board is seriously discussing? To what extent have you involved your teaching staff in these discussions? And what, if any, action has been taken so far to address this issue?

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 Lamera reported that Board President Stone and he made site visits to Walnut Grove Elementary, Bates Elementary, Clarksburg Middle and Delta High Schools. He was happy to see the students in class where they should be. Member Lamera stated that it was exciting to see the Dual Immersion Program in action. He has plans to visit the other school site in the next upcoming week and invited any of his fellow Board members to join him.

Member Mahoney reported that he has attended the community engagement meetings that have been held at the school site for discussion of the Bond Funds. He feels that these meetings are extremely important for parents and members of the community to attend as these are public tax dollars being spent.

Member Mahoney noted that he had attended a funeral of a retired Rio Vista High School teacher, Tom Quijada. He spoke of fond memories and requested a moment of silence be held in his honor.

Member Riley announced that she attended the Deven Davis Memorial volleyball game. The proceeds from the game will benefit the Deven Davis Scholarship Fund. Member Riley was happy to say that Rio Vista High School won the game.

9.1.2 Committee report(s)

9.1.2.1 Facilities Planning Steering Committee, Superintendent Wright reported that the most pressing issue discussed was the Brann Ranch property which was purchased by a land developer. The current agreement for the Brann Ranch property is due to expire in December of 2021. A new agreement between River Delta Unified School District and the developer will need to be approved defining what funding will be provided to the District and the impact the development will make on the local schools. Superintendent Wright made note that the Rio Vista Planning Commission is meeting tomorrow evening, October 13th, at 6:00pm to consider an extension of the current agreement. She stated that the meeting will be held virtually if anyone would like to listen or make a comment.

9.1.3 Superintendent Wright's report(s) Superintendent Wright reported that the District still has eight teacher vacancies that are currently be covered by long term subs which greatly affects the availability for daily subs. In alignment to Ms. Gilliland's questions , River Delta Unified School District analyzes the vacancies and Edjoin applications daily, is in communication with internship program, is working with the Sacramento County Office of Education to identify best practices for recruitment and retention of staff, is in discussion with the California Department of Education regarding reasons for the vacancy and working with nearby universities to place student teachers as provisional interns in our vacancies. She asked if anyone is aware of someone with a degree who would be interested in becoming a sub in the District to please encourage them to apply on Edjoin. Superintendent Wright also announced that the District is in desperate need of bus drivers and instructional aides.

Superintendent Wright announced that the governor and legislators released information on regulations that will require staff and students to have their COVID vaccines by August 2022 for the 2022-2023 school year. The District has been notified of a movement to protest this regulation by participating in a school "Sick Out" day on October 18th. The District strongly encourages all of our families to refrain from hurting our local schools but rather express their opinions and feeling directly to the policy makers. The District is doing everything possible to keep the schools open and need the students to attend school to have the most positive impact on their education.

Superintendent Wright mentioned that she had received several texts and phone calls informing her of an active fire at Rancho Marina mobile home park. With approval from the fire chief, she and several staff members were able to walk through the park

accessing the loss of homes of district families and staff members. She stated that over 30 homes in the community were lost and identified that a staff member and approximately 27 students were among those who lost their homes. Many community members have reached out to guidance on how they can help. After speaking to the affected families, she believes that, at this time, gift card donations for clothing, shoes, food, and basic essentials would be most helpful to them. She stated that, although all the people are safe, many of them have not been able to locate their beloved pets. She stated that our hearts and prayers go out to all of the families.

9.1.3.1 Notice of Intention to Amend the Conflict of Interest Code for River Delta Unified School District – Superintendent Wright informed the Board that as part of the process in amending the conflict of interest code it is essential and legally-required for River Delta Unified School District reflect the current structure of its organization. Part of the processes in amending the conflict of interest code is identifying the proper officials who should be filing statements of Economic Interests (Form 700) and hold a 45-day public comment period, and to notify all employees of the 45-day comment period. She stated that with this notice starts the 45-day public comment period, there is no action required from the Board at this time.

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 gave an update on the Food Services Department and Technology. She stated the District is serving universal meals serving 16,857 Lunches, 8,492 Breakfasts, 928 Snacks and 4,548 Dinners. The District has conducted a walk through of all cafeteria facilities to assess the needs of each kitchen. Ms. Busch mentioned that, in March, the District will undergo an Administrative Review for the Food Services Department. Ms. Busch announced that the proceeding Friday was Calvin Pettigrew's last day working with the District and that she would be meeting with Sodexo in the next few days to define the roles of the District and Sodexo and meet the interim replacement for Mr. Pettigrew. Board President Stone voiced that she would miss Calvin as he was very kind and helpful when she was planning PTA events.

Ms. Busch announced that the District qualified for Emergency Connectivity (ECF) Program. Funds will be spent to help provide technology devices and connectivity services to support students. The District received \$59,000 for hotspot service and \$277,894 for Chromebooks to families that filled out the qualifying survey. The funds spent by the District will be reimbursed by the ECF Funding Program.

9.2.1.1 ADA/Enrollment Report – Tammy Busch, Chief Business Officer reported that the September (Month 2) Attendance and Enrollment Report submitted was in comparison to the same month of FY2019-2020.

9.2.1.2 Monthly Financial Report – Tammy Busch, Chief Business Officer reported that the financial report reflected income and expenses as of September 30, 2021. Member Mahoney pointed out that the water and sewer bills have decreased significantly of the past years and thanked Ken Gaston and Sharon Silva for their previous efforts to resolve the water and sewer issues.

9.2.2 Maintenance, Operations & Transportation Update, Ken Gaston, Director of MOT was pleased to announce that they have hired a utility worker after 18 months of searching. Mr. Gaston noted that a four-hour custodial position has also been filed and they are waiting for the hiring process to be completed and hopes to have these newly hired employees to be starting soon.

Mr. Gaston shared with the Board that Michael Mimiaga, the Supervisor of Transportation, was one of the many firefighters who fought the fire at Rancho Marina.

Mr. Gaston informed the Board that he anticipates losing a few more bus drivers due to retirement. He stated that they have had several interested applicants; however, due to split shifts, it is very hard to fill the positions. He indicated that the drivers start their morning shift around 5:30am, work for a few hours, have time off, start their afternoon shift which is an addition few hours and ending their day around 6:00pm. They are paid for approximately 5.5 hours of work time. He mentioned that he has spoke with other districts and they are facing the same issues as our District. Mr. Gaston has made contact with Michael's Transportation Service, and they also are suffering from the lack of drivers and would not be unable to provide services for the District.

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 that she will be conducting the Elementary and Secondary School Relief (ESSER III) Funding meetings to gather input for how these funds will be utilized. These relief funds are to address the impact of COVID-19. Ms. Busch indicated that 20% of these funds need to be allocated differently, for the academic impact of lost instructional time.

Ms. Latimer mention that several employees have been attending the Aeries.com workshops to learn the changes in Aeries, our District's student information data system.

Ms. Latimer stated that the first round of Kevin Bracy professional development motivational speaking engagements has been completed. This training has been time well spent for staff and students.

9.3.2 Williams' Settlement Public Notification Regarding Sufficiency of Teachers, Facilities, and Textbook and Instructional Materials – First Quarter (July – September 2021) – Nicole Latimer, Chief Educational Services Officer reported that there have been no complaints received during the first quarter.

9.3.3 Special Education Update – Rebecca Bryant, Interim Director of Special Education – Ms. Latimer explained to the Board the Rebecca Bryant is currently serving the District as our Interim Director of Special Education. She has made herself available to the case managers to answer any questions they may have and to provide support and guidance.

9.4 River Delta Unified Teacher's Association (RDUTA) Update – Alyson Stiles, RDUTA President – Not present; no report given.

9.5 California State Employees Association (CSEA) Chapter #319 Update – Melinda Barkman, CSEA President – Not present; no report given.

10. **Consent Calendar**

10.1 Approve Board Minutes

Regular Meeting of the Board, September 14, 2021

10.2 Receive and Approve Monthly Personnel Reports

As of October 12, 2021

10.3 District's Monthly Expenditure Report

September 2021

10.4 Request to Approve the Contract with Maxim Healthcare Staffing Services, Inc. for the 2021 2022 School Year at a cost not to exceed \$87,000 – Covid Funds - Nicole Latimer, Chief Educational Services Officer

10.5 Request to Approve the Contract with Document Tracking Services for the 2021-2022 School Year to Create a Variety of District Documents Including the School Accountability Report Cards (SARC) and Single Plan for Student Achievement (SPSA) at a cost not to exceed \$4,650 – Educational Service Funds - Nicole Latimer, Chief Educational Services Officer

10.6 Request to Declare as Surplus 30 Wooden Cubicles Desks in the Woodshop of Rio Vista High School and Deem Their Value as Zero – Victoria Turk, Principal

10.7 Request to Pre-Approve the Isleton Elementary School Parent Teacher Association (PTA) School Fundraisers for the 2021-2022 School Year – Stacy Wallace, Principal

- 10.8 Request to Declare as Surplus District Vehicles that are Non-operational or the Cost of Repairs is Greater than Their Value – Ken Gaston, Director of MOT
- 10.9 Request to Pre-Approve the Bates Elementary School Parent Teacher Association (PTA) School Fundraisers for the 2021-2022 School Year – Maria Elena Becerra, Principal
- 10.10 Request to Pre-Approve the Delta High School's Associated Student Body (ASB) Fundraisers for the 2021-2022 School Year – Christine Mabery, Principal
- 10.11 Donations to Receive and Acknowledge:
 - Rio Vista High School – Striping of the Football Field**
Gomes Excavating
 - Rio Vista High School – Student Activities**
Foster's Bighorn

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

- 11. Request the Board to Place Votes for the Reclamation District 551/755 Levee and Drainage Facilities Improvement Assessment Ballots – Katherine Wright, Superintendent

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

- 12. Request the Board to Place Votes for the Clarksburg Lighting Assessment District Property Owners: Proposed Street Lighting Assessment Increase and Public Hearing – Katherine Wright, Superintendent

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

- 13. Request to Approve the Purchase of 2016 Dodge Grand Caravan S to Provide Transportation for Special Education Students a cost not to exceed \$32,599.41 – Ken Gaston, Director of MOT

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

- 14. Request to Approve the Purchase of a 2018 Chevrolet Traverse LS at a cost not to exceed \$35,005.19 – Transportation Funding – Ken Gaston, Director of MOT

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

- 15. Request to Award a Contract for the Installation of Marquee Signs to RA Jones Construction for D.H. White Elementary School and Walnut Grove Elementary School and Award a Contract for the Installation of a Marquee Sign to Bockman & Woody Electric Company for Riverview Middle School – Tammy Busch, Chief Business Officer

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

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

- 17. 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.

- 18. Adjournment: There being no further business before the Board, Board President Stone asked for a motion to adjourn.

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

The meeting was adjourned at 7:54 p.m.

Submitted:

Approved:

Katherine Wright, Superintendent and
Secretary to the Board of Trustees

Marilyn Riley, Clerk, Board of Trustees

By: Jennifer Gaston, Recorder
End

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: November 9,2021

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: October 12, 2021

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 10.3

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

SUBJECT:

Request to Approve the Monthly Expenditure Summary Report

BACKGROUND:

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

STATUS:

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Not Applicable

RECOMMENDATION:

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

Time allocated: 2 minutes

Cutoff amount: \$1.00

Select vendors with 1099 flags: of any setting.

Select payments with 1099 flags: of any setting.

Input file: Unknown Updated:

Report prepared: Mon, Nov 01, 2021, 2:24 PM

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015023 49ER WATER SERVICES 245 NEW YORK RANCH ROAD #A JACKSON, CA 95642 (0) - 0 N	5,881.00	3142/3141 MAINT WTR TESTING	10/21/2021	22316454 PO-220109	5,881.00	N
013415 4IMPRINT 101 COMMERCE STREET PO BOX 320 OSHKOSH, WI 94501 (877) 446-7746 N	321.40	9142911 RVHS SUPPLIES 9142911 RVHS SUPPLIES	10/05/2021 10/05/2021	22313695 PV-220197 22313695 PV-220197	55.00 266.40	N N
000009 ABEL CHEVROLET-PONTIAC-BUICK 280 NO FRONT STREET P.O. BOX 696 RIO VISTA, CA 94571-0696 (707) 374-6317 N	32,608.08	14573 TRANS PARTS 2016 DODGE GRAND CARAVAN	10/19/2021 10/26/2021	22315895 PO-220152 22316952 PO-220505	48.67 32,559.41	N N
013287 ACSA FOUNDATION FOR ED ADMIN 1575 BAYSHORE HIGHWAY BURLINGAME, CA 94010 (800) 608-2272 N	1,754.99	SEPT 2021 ACSA DUES 22107 DHW CONF REGIST	10/07/2021 10/26/2021	22314211 PV-220214 22316953 PO-220479	254.99 1,500.00	N N
014952 AERIES SOFTWARE 770 THE CITY DR S #6500 ORANGE, CA 92868 (0) - 0 N	875.00	CONF21343 ED SV CONF	10/19/2021	22315891 PO-220401	875.00	N
012976 AGAN, CODI 525 PHEASANT RUN DR DIXON, CA 95620 (925) 783-5096 N	190.52	HR CONF REIMB	10/19/2021	22315938 TC-220065	190.52	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014658 AGE OF LEARNING FOR SCHOOLS 101 N. BRAND BLVD 8TH FLOOR GLENDALE, CA 91206 (818) 246-2223 N	375.00	1098 ABC MOUSE LICENSES	10/28/2021	22317636 PO-220450	375.00	N
015007 AMS.NET C/O FREMONT BANK PO BOX 4933 HAYWARD, CA 94540-4933 (0) - 0 N	1,632.50	0050568/0050570 DHW LABOR 0050569 RVHS LABOR	10/28/2021 10/28/2021	22317638 PO-220441 22317638 PO-220441	176.00 1,456.50	N N
014529 APPLE EDUCATION 5300 RIATA PARK CRT. BLDG C AUSITN, TX 78727 (512) 674-6821 N	654.59	AG00497034 IPADS	10/07/2021	22314210 PO-220397	654.59	N
003876 ATKINSON ANDELSON LOYA 12800 CENTER COURT DRIVE SUITE 300 CERRITOS, CA 90703 (562) 653-3200 Y	199.00	68730013300097 SP ED WRKSHP	10/07/2021	22314212 PO-220219	199.00	E
015237 BALL, STACEY L. 1608 LEMONTREE ROAD WEST SACRAMENTO, CA 95691 (0) - 0 N	100.00	92021 ED SV DRAWNG SESSIONS	10/19/2021	22315919 PV-220234	100.00	N
014367 BANK OF AMERICA PO BOX 15796 WILMINGTON, DE 19886-5710 (0) - 0 N	22,922.98	CTE SUPPLIES RVHS SUPPLIES SP ED SUPPLIES SP ED SUPPLIES SP ED TONER MAINT SUPPLIES WG SUPPLIES	10/14/2021 10/14/2021 10/14/2021 10/14/2021 10/14/2021 10/14/2021 10/14/2021	22315277 PO-220313 22315277 PO-220352 22315277 PO-220354 22315277 PO-220356 22315277 PO-220358 22315277 PO-220360 22315277 PO-220361	398.40 177.18 98.88 116.17 43.24 26.46 147.44	N N N N N N N

WG SUPPLIES	10/14/2021	22315277	PO-220362	161.24	N
SP ED SFTWR	10/14/2021	22315277	PO-220363	87.09	N
DHS BULBS	10/14/2021	22315277	PO-220364	57.00	N
DHS BULBS	10/14/2021	22315277	PO-220364	4.63	N
DHS BULBS	10/14/2021	22315277	PO-220364	4.63-	N
CAFE RVHS TONER	10/14/2021	22315280	PO-220373	27.25	N
PAYROLL WORKSHOP	10/14/2021	22315277	PO-220375	2,370.00	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014367 BANK OF AMERICA (Continued...)		DO BUSINESS CARDS	10/14/2021	22315277 PO-220376	681.11	N
		F5 PLAY SUMMIT REGIST	10/14/2021	22315277 PO-220379	112.64	N
		WG SUPPLIES	10/14/2021	22315277 PO-220380	1,310.82	N
		MAINT SUPPLIES	10/14/2021	22315277 PO-220381	123.76	N
		ISLE SUPPLIES	10/14/2021	22315277 PO-220384	207.23	N
		ISLE PRESCL SUPPLIES	10/14/2021	22315279 PO-220385	150.95	N
		DHS SUPPLIES	10/14/2021	22315277 PO-220386	672.60	N
		CMS/DHS ADAPTERS	10/14/2021	22315277 PO-220387	124.50	N
		RVHS SUPPLIES	10/14/2021	22315277 PO-220390	70.15	N
		ISLE TABLES	10/14/2021	22315277 PO-220391	263.16	N
		MAINT SUPPLIES	10/14/2021	22315277 PO-220393	84.30	N
		SP ED SUPPLIES	10/14/2021	22315277 PO-220395	63.45	N
		MAINT SUPPLIES	10/14/2021	22315277 PO-220399	247.97	N
		MAINT SUPPLIES	10/14/2021	22315277 PO-220402	85.35	N
		DHS SUPPLIES	10/14/2021	22315277 PO-220403	255.09	N
		DHS SUPPLIES	10/14/2021	22315277 PO-220404	317.81	N
		CMS SUPPLIES	10/14/2021	22315277 PO-220404	101.26	N
		TRANS SUPPLIES	10/14/2021	22315277 PO-220407	27.72	N
		BUS OFF VGA CABLES	10/14/2021	22315277 PO-220408	122.82	N
		CBO CHLD NUTRITION WRKSH	10/14/2021	22315277 PO-220410	265.00	N
		CBO SYMPOSIUM	10/14/2021	22315277 PO-220411	725.00	N
		CBO FLIGHT SYMPOSIUM	10/14/2021	22315277 PO-220412	175.96	N
		RMS SUPPLIES	10/14/2021	22315277 PO-220413	115.78	N
		ISLE SUPPLIES	10/14/2021	22315277 PO-220414	47.10	N
		RVHS SUPPLIES	10/14/2021	22315277 PO-220415	64.86	N
		MAINT SUPPLIES	10/14/2021	22315277 PO-220416	221.66	N
		MAINT SUPPLIES	10/14/2021	22315277 PO-220417	71.63	N
		RMS SUPPLIES	10/14/2021	22315277 PO-220419	30.68	N
		MAINT SUPPLIES	10/14/2021	22315277 PO-220423	118.92	N
		REFUND-WRONG ITEM	10/14/2021	22315277 PO-220423	118.92	N
		MAINT SUPPLIES	10/14/2021	22315278 PO-220424	1,031.10	N
		CAFE SUPPLIES	10/14/2021	22315280 PO-220425	50.82	N
		CBO SUPPLIES	10/14/2021	22315278 PO-220426	423.35	N
		AGAN ACSA REGIST	10/14/2021	22315278 PO-220427	549.00	N
		WRIGHT ACSA REGIST	10/14/2021	22315278 PO-220427	549.00	N
		AGAN ACSA FLIGHT	10/14/2021	22315278 PO-220428	320.95	N
		WRIGHT ACSA FLIGHT	10/14/2021	22315278 PO-220428	320.95	N
		WRIGHT CONF HOTEL	10/14/2021	22315278 PO-220429	729.84	N
		AGAN CONF HOTEL	10/14/2021	22315278 PO-220429	729.84	N
		RVHS TONER	10/14/2021	22315278 PO-220431	139.97	N
		RVHS TONER	10/14/2021	22315278 PO-220431	139.96	N
		RMS VOLLEYBALLS	10/14/2021	22315278 PO-220437	170.70	N
		RVHS DOC CAMERA	10/14/2021	22315278 PO-220440	258.42	N
		RMS WATER FOUNTAIN/STATION	10/14/2021	22315278 PO-220442	4,308.78	N

EMPLOYEE AWARDS	10/14/2021	22315278	PO-220443	187.34	N
MAINT SUPPLIES	10/14/2021	22315278	PO-220444	119.04	N
BRD MTING NAME PLATES	10/14/2021	22315278	PO-220445	86.16	N
CTE INK	10/14/2021	22315278	PO-220446	1,308.66	N
TRANS SUPPLIES	10/14/2021	22315278	PO-220447	153.07	N
RVHS SUPPLIES	10/14/2021	22315278	PO-220454	58.05	N
RMS SUPPLIES	10/14/2021	22315278	PO-220455	28.95	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014367 BANK OF AMERICA (Continued...)		RMS SUPPLIES	10/14/2021	22315278 PO-220455	34.85	N
		BUSINESS CARDS ED SV	10/14/2021	22315278 PO-220467	54.06	N
		BUSINESS CARDS MAINT	10/14/2021	22315278 PO-220467	54.07	N
		DHS SUPPLIES	10/14/2021	22315278 PV-220233	5.47	N
		PRIME	10/14/2021	22315278 PV-220233	193.54	N
		SUPT PARKING	10/14/2021	22315278 PV-220233	40.00	N
		DHS SUPPLIES	10/14/2021	22315278 PV-220233	745.92	N
		REFUND FEES	10/14/2021	22315278 PV-220233	433.58-	N
		TABLES	10/14/2021	22315278 PV-220233	324.99	N
		TABLES	10/14/2021	22315278 PV-220233	162.50	N
		REFUND RVHS MASKS	10/14/2021	22315278 PV-220233	373.50-	N
012586 BAY ALARM 60 BERRY DRIVE PACHECO, CA 94553	11,153.11	DW ALARM	10/19/2021	22315896 PO-220288	11,153.11	N
(209) 465-1986		N BALCO HOLDINGS				
012147 BECERRA, LUCIA P.O. BOX 64 RYDE, CA 95680	279.93	ASP MILEAGE/SUPPLIES	10/07/2021	22314213 TC-220050	81.27	N
		ASP MILEAGE/SUPPLIES	10/07/2021	22314213 TC-220050	81.27	N
		ASP MILEAGE/SUPPLIES	10/07/2021	22314213 TC-220050	81.28	N
		ASP MILEAGE/SUPPLIES	10/07/2021	22314213 TC-220050	12.03	N
(0) - 0		N ASP MILEAGE/SUPPLIES	10/07/2021	22314213 TC-220050	12.04	N
		ASP MILEAGE/SUPPLIES	10/07/2021	22314213 TC-220050	12.04	N
015161 BRG PUBLICATIONS 5111 BUTLER RIDGE DR WINDERMERE, FL 34786	265.00	5570 DHW SUPPLIES	10/28/2021	22317646 PV-220270	265.00	N
		5570 DHW SUPPLIES	10/28/2021	22317646 PV-220270	21.53	N
		5570 DHW SUPPLIES	10/28/2021	22317646 PV-220270	21.53-	N
(407) 948-0787		N				
015095 BRIOSO, TRINIDAD 9674 JAN MARIE WAY ELK GROVE, CA 95624	34.16	SP ED SEPT MILEAGE	10/07/2021	22314214 TC-220051	34.16	N
(209) 625-7663		N				
015204 BROOKCREST WATER COMPANY 1908 D ST	140.25	135357/101414 MOKE/BATES WATER	10/05/2021	22313696 PV-220198	68.25	N
		102296 WG ASP WATER	10/21/2021	22316463 PV-220253	72.00	N

SACRAMENTO, CA 95811-1123

(916) 441-7261

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014614 BUCKMASTER 1801 TRIBUTE ROAD SACRAMENTO, CA 95815 (916) 923-0500 N	57.85	419232 CMS PRINT CHRGS	10/21/2021	22316464 PV-220254	57.85	N
003681 CALIFORNIA AMERICAN WATER P.O. BOX 7150 PASADENA, CA 91109-7150 (888) 237-1333 N	820.99	ISLE WATER SERV	10/19/2021	22315920 PV-220235	820.99	N
015149 CALIFORNIA LEADERSHIP GROUP PO BOX 270904 SAN DIEGO, CA 92128 (0) - 0 N	525.00	198 MASTER SCHDL WRKSHOP 198 MASTER SCHDL WRKSHOP 198 MASTER SCHDL WRKSHOP	10/28/2021 10/28/2021 10/28/2021	22317637 PO-220497 22317637 PO-220497 22317637 PO-220497	175.00 175.00 175.00	N N N
012268 CALIFORNIA WASTE RECOVERY SYSTEMS 175 ENTERPRISE CT STE #A GALT, CA 95632-9047 (209) 369-6887 N	1,256.12	ISLE WASTE SERV	10/19/2021	22315921 PV-220236	1,256.12	N
014242 CAMACHO MECHANICAL 618 A AIRPORT RD RIO VISTA, CA 94571 (209) 607-9807 Y DAVID CAMACHO	856.56	8288 MAINT REPAIRS 8305/8302 MAINT REPAIRS	10/05/2021 10/26/2021	22313679 PO-220308 22316960 PO-220308	150.00 706.56	Y Y
013175 CASAS 5151 MURPHY CANYON RD STE 220 SAN DIEGO, CA 92123-4339 (0) - 0 N	815.00	117352 WIND RIVER ANNUAL SUPRT	10/05/2021	22313676 PO-220266	815.00	N
013918 CENGAGE LEARNING	9,261.32	74733945/56/37/40 REISSUE	10/05/2021	22313697 PV-220199	9,261.32	N

10650 TOEBBEN DRIVE
INDEPENDENCE, KY 41051

74733945/56/37/40 REISSUE
74733945/56/37/40 REISSUE

10/05/2021 22313697 PV-220199
10/05/2021 22313697 PV-220199

32.66- N
32.66 N

(800) 354-9706

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014345 CENTER FOR THE COLLABORATIVE CLASSROOM 1250 53RD STREET SUITE 3 EMERYVILLE, CA 94608 (800) 666-7270 N	254.65	230230 WG SUPPLIES	10/05/2021	22313669 PO-220350	254.65	N
003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251 (0) - 0 N	1,696.23	WG/BATES/MOKE WASTE SERV	10/19/2021	22315922 PV-220237	1,696.23	N
014130 CHARTER BROS PO BOX 505 PLEASANTON, CA 94566 (925) 497-2376 N	2,250.00	211026RP RVHS PLAYOFF BUS FTBL	10/28/2021	22317649 PV-220273	2,250.00	N
000077 CITY OF RIO VISTA 1 MAIN STREET RIO VISTA, CA 94571 (0) - 0 N RIO VISTA FIRE	15,337.05	RV SEWER SERVICE RV WATER SERVICE	10/19/2021 10/19/2021	22315897 PO-220286 22315897 PO-220286	7,478.46 7,858.59	N N
014215 CONTERRA ULTRA BROADBAND PO BOX 281357 ATLANTA, GA 30384-1357 (704) 936-1722 N	1,624.18	50668 DW NETWORK	10/12/2021	22314842 PV-220229	1,624.18	N
015235 CUNNINGHAM, MISHELE PO BOX 471 RIO VISTA, CA 94571 (707) 701-1790 N	18.06	CAFE SEPT/OCT MILEAGE	10/12/2021	22314860 TC-220061	18.06	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013476 CURRICULUM ASSOCIATES 153 RANGWAY RD NORTH BILLERICA, MA 01862 (800) 225-0248 Y	675.62	90044441 SP ED SUPPLIES	10/05/2021	22313670 PO-220331	675.62	Y
013876 DATAPATH PO BOX 396009 SAN FRANCISCO, CA 94139 (888) 693-2827 N	14,628.02	152827 DHS FIBER 152827 DHS FIBER 152927 DW IT SERVICES 152927 DW IT SERVICES 152927 DW IT SERVICES 152927 DW IT SERVICES 152927 DW IT SERVICES 152927 DW IT SERVICES 152982 FIBER OPTIC CABLE 153158 2 CHRMBKS HLTH ASSTS	10/05/2021 10/05/2021 10/07/2021 10/07/2021 10/07/2021 10/07/2021 10/07/2021 10/07/2021 10/12/2021 10/26/2021	22313671 PO-220368 22313671 PO-220368 22314215 PO-220191 22314215 PO-220191 22314215 PO-220191 22314215 PO-220191 22314215 PO-220191 22314230 PO-220191 22314843 PV-220223 22316954 PO-220462	1,420.80 422.99 121.82 121.82 121.82 11,573.21 243.64 53.28 548.64	N N N N N N N N N N
013722 DE LAGE LANDEN PUBLIC FINANCE 1111 OLD EAGLE SCHOOL ROAD WAYNE, PA 19087 (800) 736-0220 N	2,156.54	74045972 F5 LEASE 74002879 SP ED LEASE 74002879 ED SV LEASE 74017944 BUS OFF LEASE 73924270 DO LEASE 74234323 DO LEASE	10/12/2021 10/12/2021 10/12/2021 10/12/2021 10/12/2021 10/28/2021	22314829 PO-220039 22314829 PO-220103 22314829 PO-220103 22314844 PV-220218 22314844 PV-220218 22317650 PV-220274	80.81 94.31 94.31 203.60 849.11 834.40	N N N N N N
002819 DELTA CARE DEPT #0170 LOS ANGELES, CA 90084-0170 (0) - 0 N	46.98	OCTOBER 2021 RETIREE PREMIUMS	10/05/2021	22313698 PV-220200	46.98	N
012807 DELTA ELEMENTARY CHARTER SCHOOL 36230 N SCHOOL ST CLARKSBURG, CA 95612 (916) 995-1335 N	169,679.00	OCTOBER TAX IN LIEU	10/05/2021	22313699 PV-220201	169,679.00	N
014067 DISCOVERY OFFICE SYSTEMS 1269 CORPORATE CENTER PARKWAY SANTA ROSA, CA 95407	386.20	55E1640390 WG CONTRACT 55E1642300 ISLE CONTRACT 55E1643476 ISLE CONTRACT	10/05/2021 10/19/2021 10/21/2021	22313685 PO-220351 22315904 PO-220181 22316457 PO-220181	38.60 56.75 254.16	N N N

(707) 570-1000

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55E1645080 WG SUPPLIES

10/28/2021 22317641 PO-220351

36.69 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012695 DOCUMENT TRACKING SERVICES 10225 BARNES CANYON RD, #A200 SAN DIEGO, CA 92121 (858) 784-0960	4,650.00	9457102 ED SV DOC TRCKING SERV	10/19/2021	22315923 PV-220238	4,650.00	N
015240 DOUBLETREE BY HILTON ATTN: AMY GLOVER 2233 VENTURA ST FRESNO, CA 93721 (0) - 0	342.70	RVHS AG CONF HOTEL RVHS AG CONF HOTEL	10/21/2021 10/21/2021	22316465 PV-220269 22316465 PV-220269	171.35 171.35	N N
001285 DUBOIS, PATRICIA 422 ST. FRANCIS WAY RIO VISTA, CA 94571 (0) - 0	38.90	DHW REIMB	10/28/2021	22317659 TC-220072	38.90	N
010469 E.F. KLUDT & SONS INC P.O. BOX 166 LODI, CA 95241-0166 (0) - 0	6,405.45	283075 TRANS FUEL 283533 TRANS FUEL 283813/283920 TRANS SUPPLIES 284098 TRANS FUEL	10/05/2021 10/12/2021 10/21/2021 10/26/2021	22313680 PO-220142 22314830 PO-220142 22316455 PO-220149 22316961 PO-220142	1,844.08 2,170.94 145.52 2,244.91	N N N N
015229 EMERGENT TECHNOLOGY SERVICES 10463 GRANT LINE RD. #113 ELK GROVE, CA 95624 (0) - 0	102,684.91	8039082644F DHW 5 CHRMBK CARTS 8039082644F DHW 160 CHRMBKS 190 CHROMEBOOKS	10/26/2021 10/26/2021 10/26/2021	22316955 PO-220434 22316955 PO-220434 22316955 PO-220439	5,071.77 44,815.70 52,797.44	N N N
013939 FAST SIGNS 1476 ODDSTAD DRIVE REDWOOD CITY, CA 94063 (916) 686-3111	249.04	2035-40329 TRANS SIGN	10/26/2021	22316956 PO-220495	249.04	N

N PACIFIC COAST

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	75.00	RVHS AG GROW AG ED CONF RVHS AG GROW AG ED CONF	10/21/2021 10/21/2021	22316466 PV-220268 22316466 PV-220268	37.50 37.50	N N
011339 FRONTIER COMMUNICATIONS CORPORATION THREE HIGH RIDGE PARK STAMFORD, CT 06905 (0) - 0	3,727.86	DW PHONE SERVICE	10/12/2021	22314831 PO-220287	3,727.86	N
015227 FRONTLINE EDUCATION 1400 ATWATER DRIVE MALVERN, PA 19355 (0) - 0	11,174.14	INVUS147665 FRONTLINE SFTWR	10/21/2021	22316450 PO-220400	11,174.14	N
015144 GARCIA, MICHAEL 4712 HAMILTON ST. SACRAMENTO, CA 95841 (760) 987-8969	128.50	DHW/ISLE REIMB DHW/ISLE REIMB	10/12/2021 10/12/2021	22314857 TC-220062 22314857 TC-220062	64.25 64.25	N N
014234 GIRARD EDWARDS STEVENS & TUCKER LLP., ATTORNEYS AT LAW 8801 FOLSOM BLVD STE 285 SACRAMENTO, CA 95826 (916) 706-1255	3,876.00	3658 ATTY FEES 3658 ATTY FEES	10/19/2021 10/19/2021	22315924 PV-220239 22315924 PV-220239	826.50 3,049.50	Y Y
003354 GOPHER SPORT 2525 LEMOND ST SW OWATONNA, MN 55060-0998 (800) 533-0446	413.95	80939 RVHS SUPPLIES	10/19/2021	22315898 PO-220353	413.95	N
		N THE PROPHET CO				

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003111 GOVERNMENT FINANCIAL STRATEGIES INC. 1228 N STREET, SUITE 13 SACRAMENTO, CA 95814-5609 (916) 444-5100	1,652.50	1324003 PROF SERV	10/19/2021	22315925 PV-220240	1,652.50	N
003598 GRAINGER 3691 INDUSTRIAL BLVD WEST SACRAMENTO, CA 95691-3479 (916) 372-7800	42.34	9078638211 MAINT SUPPLIES	10/28/2021	22317639 PO-220116	42.34	N
		W.W. GRAINGER				
014623 GRANADOS-ORDAZ, YAZMIN PO BOX 947 WALNUT GROVE, CA 95690 (0) - 0	19.60	ED SV SEPT MILEAGE	10/07/2021	22314216 TC-220052	19.60	N
014573 GREAT AMERICA FINANCIAL SVCS PO BOX 660831 DALLAS, TX 75266-0831 (877) 311-4422	1,193.20	30129170 CMS LEASE 30312638 CMS LEASE 30262679 DHS LEASE	10/12/2021 10/28/2021 10/28/2021	22314845 PV-220219 22317651 PV-220275 22317651 PV-220275	428.76 348.80 415.64	N N N
014868 HALL, SARA PO BOX 9586 TRUCKEE, CA 96162 (916) 640-3533	2,650.00	SP ED BHVR ASSMNTS	10/05/2021	22313681 PO-220179	2,650.00	Y
014500 HAND IN HAND THERAPEUTICS 214 ELMWOOD AVE MODESTO, CA 95354 (209) 604-8533	7,507.50	SP ED OCC THERAPY W/E 9/23 SP ED OCC THERAPY W/E 9/30 SP ED OCC THERAPY W/E 10/8 SP ED OCC THRPY W/E 10/14 SP ED OCC THRPY W/E 10/22	10/05/2021 10/19/2021 10/19/2021 10/26/2021 10/26/2021	22313682 PO-220176 22315899 PO-220176 22315899 PO-220176 22316962 PO-220176 22316962 PO-220176	1,430.00 1,540.00 1,430.00 1,320.00 1,787.50	Y Y Y Y Y
		WAYNE STEVENSO				
000472 HENRY GO MD INC	125.00	10623 DMV EXAM	10/21/2021	22316467 PV-220255	125.00	6

P.O. BOX 338
COURTLAND, CA 95615

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Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
015210 HKIT 538 NINTH ST #240 OAKLAND, CA 94607	10,000.00	PROJ#21029 PROJ#21029	10/05/2021 10/05/2021	22313677 22313678	PO-220328 PO-220328	7,600.00 2,400.00	N N
(510) 625-9800							N
003538 HOME DEPOT CREDIT SERVICES DEPT 32-2500439736 P.O. BOX 78047 PHOENIX, AZ 85062-8047	3,861.95	MAINT SUPPLIES DHS AG SUPPLIES DHS AG SUPPLIES RVHS AG SUPPLIES RVHS AG SUPPLIES	10/19/2021 10/19/2021 10/19/2021 10/19/2021 10/19/2021	22315900 22315900 22315900 22315900 22315900	PO-220115 PO-220279 PO-220279 PO-220383 PO-220383	2,275.81 713.93 713.93 79.14 79.14	N N N N N
(0) - 0							N
013947 HOME DEPOT PRO PO BOX 742056 LOS ANGELES, CA 90074-2056	3,617.30	641445606 MAINT SUPPLIES 644633703 CUST SUPPLIES 642936975 CUST SUPPLIES 645107582 CUST SUPPLIES 644270712 CUST SUPPLIES 644270704 CUST SUPPLIES 644270696 CUST SUPPLIES 644344327 CUST SUPPLIES 644344335 CUST SUPPLIES 644532145 CUST SUPPLIES 647115344 CUST SUPPLIES 647115369 CUST SUPPLIES 647115336 CUST SUPPLIES 644817603 CUST SUPPLIES 646829762 CUST SUPPLIES 644817611 CUST SUPPLIES 645107574 CUST SUPPLIES 644817595 CUST SUPPLIES 646829770 CUST SUPPLIES 647115351 CUST SUPPLIES 646911859 CUST SUPPLIES 647115328 CUST SUPPLIES	10/05/2021 10/19/2021 10/19/2021 10/19/2021 10/19/2021 10/19/2021 10/19/2021 10/19/2021 10/19/2021 10/19/2021 10/21/2021 10/21/2021 10/21/2021 10/21/2021 10/21/2021 10/21/2021 10/21/2021 10/21/2021 10/21/2021 10/21/2021 10/21/2021 10/21/2021 10/21/2021	22313683 22315901 22315901 22315901 22315901 22315901 22315901 22315901 22315901 22315901 22316456 22316456 22316456 22316456 22316456 22316456 22316456 22316456 22316456 22316456 22316456 22316456	PO-220125 PO-220125	156.15 147.55 168.68 201.65 70.34 280.40 96.62 468.22 486.48 90.18 189.93 58.65 191.48 31.79 66.62 29.32 161.32 31.79 182.58 191.48 125.26 190.81	N N
(877) 577-1114							N
012272 HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY 222 BERKELEY STREET BOSTON, MA 02116	1,155.26	955422824 ED SV ONLINE BOOKS 955328021 ED SV BOOKS 955331200 ED SV BOOKS	10/12/2021 10/26/2021 10/26/2021	22314827 22316957 22316957	PO-220459 PO-220261 PO-220261	684.62 257.06 213.58	N N N

(800) 225-5425

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014548 HUNTER, RENEE 10005 RIVER MIST WAY RANCHO CORDOVA, CA 95670 (0) - 0 N	22.96	SP ED SEPT MILEAGE	10/07/2021	22314217 TC-220053	22.96	N
014496 IDENT-A-KID SERVICES 1780 102ND AVE NORTH STE 100 ST. PETERSBURG, FL 33716 (800) 890-1000 N	360.00	119457 RVHS LICENSE RENEWAL	10/19/2021	22315892 PO-220466	360.00	N
011917 INDOFF 11816 LACKLAND AVENUE ST. LOUIS, MO 63146-4206 (707) 374-4037 N	426.54	3509655 BATES SUPPLIES 3511105 RVHS SUPPLIES 3514725 BATES SUPPLIES	10/12/2021 10/19/2021 10/28/2021	22314832 PO-220232 22315902 PO-220043 22317640 PO-220232	81.51 290.42 54.61	N N N
000107 INLAND BUSINESS SYSTEMS 1500 NO. MARKET SACRAMENTO, CA 95834-1912 (916) 928-0770 N	2,677.54	2114420 DHW COPIER CONTRACT 2147513 RVHS PRNTR CONTRACT 2154745 DHW CONTRACT 2197288 DHW COPIER CONTRACT	10/05/2021 10/07/2021 10/19/2021 10/26/2021	22313684 PO-220072 22314218 PO-220011 22315903 PO-220072 22316963 PO-220072	502.78 976.13 695.85 502.78	N N N N
011311 LA RUE COMMUNICATIONS 521 E. MINER AVE STOCKTON, CA 95202 (209) 463-1900 Y LA RUE, KNOX J	451.10	9042 TRANS UHF REPEATER 9025 TRANS SUPPLIES	10/05/2021 10/12/2021	22313686 PO-220144 22314846 PV-220220	330.00 121.10	7 7
000203 LAKESHORE LEARNING MATERIALS 2695 E DOMINGUEZ STREET CARSON, CA 90895 (800) 424-4772 N	6,042.37	283913092021 WG/F5 SUPPLIES 283913092021 WG/F5 SUPPLIES 283913092021 WG/F5 SUPPLIES	10/05/2021 10/05/2021 10/05/2021	22313700 PV-220202 22313700 PV-220202 22313700 PV-220202	21.03 21.03 6,042.37	N N N
015231 LARA, DIANA 14801 ST. HWY 160 SPC #1	121.96	SEPT MILEAGE	10/07/2021	22314219 TC-220054	121.96	N

ISLETON, CA 95641

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014670 LEARNING WITHOUT TEARS 806 W DIAMOND AVE #230 GAITHERSBURG, MD 20878 (888) 983-8409	32.46	117470 SP ED SUPPLIES	10/19/2021	22315893 PO-220006	32.46	N
000548 LIRAS SUPERMARKET 609 HWY 12 RIO VISTA, CA 94571 (707) 374-5399	1,815.33	#55 RVHS SUPPLIES #55 RVHS CULINARY SUPPLIES #133 RMS SUPPLIES #175 DHW SUPPLIES #135 ED SV SUPPLIES	10/12/2021 10/12/2021 10/19/2021 10/19/2021 10/19/2021	22314833 PO-220192 22314833 PO-220307 22315905 PO-220058 22315905 PO-220066 22315926 PV-220241	999.08 627.61 38.94 45.43 104.27	N N N N N
015211 LOONEY, JENNIFER 5345 E. MCLELLAN RD. UNIT 88 MESA, AZ 85205 (0) - 0	1,480.00	220327 HR CONSULTING	10/28/2021	22317642 PO-220327	1,480.00	Y
015183 LOPEZ, LUIS PO BOX 237 HOOD, CA 95639 (0) - 0	99.96	SEPT MILEAGE	10/05/2021	22313713 TC-220048	99.96	N
013206 LOWE'S 8369 POWER INN ROAD ELK GROVE, CA 95624-3464 (866) 232-7443	1,804.61	MAINT SUPPLIES RVHS AG SUPPLIES RVHS AG SUPPLIES	10/19/2021 10/19/2021 10/19/2021	22315906 PO-220117 22315906 PO-220382 22315906 PO-220382	1,109.28 347.67 347.66	N N N
014144 MARTINEZ, SANDRA PO BOX 298 ISLETON, CA 95641 (0) - 0	116.36	F5 SEPT MILEAGE/ SUPPLIES F5 SEPT MILEAGE/ SUPPLIES	10/19/2021 10/19/2021	22315939 TC-220066 22315939 TC-220066	89.60 26.76	N N
014819 MAVERICK NETWORKS INC. 7060 KOLL CENTER PKWY#318	735.00	2102327 PHONE REPAIRS	10/21/2021	22316468 PV-220256	735.00	N

PLEASANTON, CA 94566

(925) 931-1900

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014107 MCCARTY, MELADEE 9217 VERVAIN WAY SACRAMENTO, CA 95829-8733 (209) 601-2940	440.00	SP ED PROF SERVICES	10/12/2021	22314834 PO-220158	440.00	Y
011392 MCGRAW HILL SCHOOL PUBLISHING 220 E DANIELDALE ROAD DESOTO, TX 75115 (614) 755-4151	112.85	119667177001 CREDIT 120013530001 ED SV BOOKS	10/21/2021 10/21/2021	22316472 PV-220257 22316472 PV-220257	39.42- 152.27	N N
014231 MERIDIAN STUDENT PLANNERS 304 CURRY DRIVE SEDALIA, MO 65301 (888) 724-8512	1,986.68	111801 RVHS PLANNERS	10/28/2021	22317652 PV-220276	1,986.68	N
014990 MINDSPEAKER PRINTING 6604 CASTRO VERDE WAY ELK GROVE, CA 95757 (707) 321-9425	3,949.40	RV051 RVHS SHIRTS	10/12/2021	22314848 PV-220224	3,949.40	N
014826 MITCHELL, LISA 1030 S. HUTCHINS ST # 4-404 LODI, CA 95240 (0) - 0	50.00	WG CONF REIMB	10/28/2021	22317660 TC-220073	50.00	N
012837 MOBILE MODULAR 5700 LAS POSITAS ROAD LIVERMORE, CA 94551 (925) 606-9000	625.00	2196439 MODULAR LEASE	10/21/2021	22316480 PV-220266	625.00	N
014970 MOTION PICTURE LICENSING CORP PO BOX 80144	130.56	504349343 F5 LICENSE	10/19/2021	22315928 PV-220242	130.56	N

CITY OF INDUSTRY, CA 917168144

(800) 462-8855

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003564 NIMCO INC PO BOX 9 102 HWY 81N CALHOUN, KY 42327-0009 (270) 273-5050	502.68	509513 WG SUPPLIES 509513 WG SUPPLIES 509513 WG SUPPLIES	10/26/2021 10/26/2021 10/26/2021	22316958 PO-220480 22316958 PO-220480 22316958 PO-220480	4.12 4.12 502.68	N N N
013877 NORRIS, CARRIE 4833 STEPPE COURT ELK GROVE, CA 95757 (0) - 0	294.07	WG REIMB SUPPLIES WG REIMB SUPPLIES STALEDATE RPLCMNT 21-392636	10/07/2021 10/19/2021 10/21/2021	22314221 TC-220055 22315940 TC-220067 22316469 PV-220258	45.38 91.00 157.69	N N N
014359 NORTH STATE TIRE CO 1610 KATHLEEN AVE SACRAMENTO, CA 95815 (916) 922-1075	322.73	K112782 TRANS SUPPLIES	10/12/2021	22314849 PV-220221	322.73	N
003218 ORIENTAL TRADING CO INC 4206 SOUTH 108TH STREET OMAHA, NE 68137 (800) 228-0475	390.87	711578288 WG SUPPLIES	10/05/2021	22313687 PO-220378	390.87	N
000589 PACIFIC OFFICE AUTOMATION 14747 NW GREENBRIER PARKWAY BEAVERTON, OR 97006 (916) 638-7476	883.38	217122 RMS RISO SUPPLIES 217122 RMS RISO SUPPLIES	10/05/2021 10/05/2021	22313673 PO-220057 22313673 PO-220057	353.36 530.02	N N
015232 PALMA HERNANDEZ, MARIA 928 THEREZA WAY RIO VISTA, CA 94571 (0) - 0	190.40	ED SV SEPT MILEAGE SEPT MILEAGE-REISSUE	10/07/2021 10/28/2021	22314222 TC-220056 22317661 TC-220074	95.20 95.20	N N
014465 PARKER & COVERT LAW OFFICE 17862 EAST SEVENTEENTH ST#204	16,088.89	74315 ATTY FEES 74315 ATTY FEES	10/05/2021 10/05/2021	22313709 PV-220213 22313710 PV-220213	190.00 60.00	Y Y

EAST BUILDING		74315 ATTY FEES	10/05/2021	22313711	PV-220213	500.00	Y
TUSTIN, CA 92780		74315 ATTY FEES	10/05/2021	22313712	PV-220213	5,375.00	Y
		74405 ATTY FEES	10/21/2021	22316478	PV-220267	637.57	Y
(714) 573-0900	Y	PARKER & COVE	10/21/2021	22316479	PV-220267	201.32	Y
		74405 ATTY FEES	10/21/2021	22316481	PV-220267	5,600.00	Y
		74405 ATTY FEES	10/21/2021	22316482	PV-220267	3,525.00	Y

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013692 PATIN, ANGELA 633 MADERE STREET RIO VISTA, CA 94571 (707) 628-4406 N	69.44	SEPT MILEAGE	10/19/2021	22315941 TC-220068	69.44	N
014392 PAULS, HOLLY PO BOX 511 WALNUT GROVE, CA 95690 (916) 776-1215 N	89.04	SEPT MILEAGE	10/28/2021	22317662 TC-220075	89.04	N
013895 PEARSON CLINICAL ASSESSMENT ORDERING PO BOX 599700 SAN ANTONIO, TX 78259 (800) 627-7271 N	1,423.47	15850896 SP ED BOOKLETS 16126824 SP ED SUPPLIES	10/05/2021 10/07/2021	22313672 PO-220335 22314220 PO-220396	458.45 965.02	N N
013086 PEARSON EDUCATION INC 501 BOLYSTON STREET SUITE 900 BOSTON, MA 02116 (800) 848-9500 N	97.50	16107292 SP ED LIC 16107292 SP ED LIC 16107292 SP ED LIC	10/12/2021 10/12/2021 10/12/2021	22314850 PV-220222 22314850 PV-220222 22314850 PV-220222	97.50 7.92- 7.92	N N N
003270 PG&E 685 EMBARCADERO DRIVE SACRAMENTO, CA 95605 (0) - 0 N PACIFIC GAS AN	58,536.15	RADIO RIO ELECT DW ELECTRIC	10/05/2021 10/19/2021	22313701 PV-220203 22315907 PO-220289	27.31 58,508.84	N N
013554 POINT QUEST 8376 FRUITRIDGE RD SACRAMENTO, CA 95828-0949 (916) 422-0571 N	25,749.12	1432 INST ASSTS 736231/736242/736217 NPS 1339/1347/735063 NPS 1339/1347/735063 NPS 735063 NPS FEES	10/12/2021 10/12/2021 10/12/2021 10/12/2021 10/26/2021	22314835 PO-220168 22314835 PO-220169 22314851 PV-220232 22314851 PV-220232 22316964 PO-220169	1,816.80 7,221.00 168.00 16,375.32 168.00	N N N N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
002828 POSITIVE PROMOTIONS INC 15 GILPIN AVE HAUPPAUGE, NY 11788-8821 (800) 635-2666 N	665.77	06801197 WG SUPPLIES	10/05/2021	22313674 PO-220366	665.77	N
012857 PRISTINE REHAB CARE 706 N. DIAMOND BAR BLVD STE #B DIAMOND BAR, CA 91765 (317) 371-3866 Y	28,608.24	7575/7576 SP ED SPEECH THRPY	10/12/2021	22314836 PO-220165	28,608.24	7
011565 RALEY'S P.O. BOX 15618 SACRAMENTO, CA 95852 (0) - 0 N	286.08	5000034 DHS AG SUPPLIES 5000034 DHS AG SUPPLIES 5000034 DHS AG SUPPLIES 5000034 DHS AG SUPPLIES	10/05/2021 10/05/2021 10/28/2021 10/28/2021	22313688 PO-220282 22313688 PO-220282 22317643 PO-220282 22317643 PO-220282	66.14 66.14 76.90 76.90	N N N N
010134 READ NATURALLY INC 1284 CORPORATE CENTER DR. #600 SAINT PAUL, MN 55121 (800) 788-4085 N	1,150.00	248866 DHW READ NATURALLY	10/05/2021	22313675 PO-220074	1,150.00	N
013993 REFRIGERATION SUPPLIES DISTRIBUTOR 26021 ATLANTIC OCEAN DRIVE LAKE FORREST, CA 92630 (916) 369-0203 N	793.17	63207616 MAINT SUPPLIES 63207272 MAINT SUPPLIES	10/21/2021 10/21/2021	22316470 PV-220259 22316470 PV-220259	448.97 344.20	N N
012529 RGM KRAMER INC. 3230 MONUMENT WAY CONCORD, CA 94518 (0) - 0 N	73,602.50	7214 BOND PRJ MNGMNT 7215 MAY BOND PRJ MNGMNT 6667 APRIL BOND PRJ MNGMNT 7213 SEPT BOND PRJ MNGMNT 6768 MAY BOND PRJ MNGMNT 7011 JULY BOND PRJ MNGMNT 7128 AUG BOND PRJ MNGMNT 6891 JUNE BOND PRJ MNGMNT	10/19/2021 10/19/2021 10/19/2021 10/19/2021 10/19/2021 10/19/2021 10/19/2021 10/19/2021	22315917 PO-220392 22315917 PO-220392 22315917 PO-220392 22315917 PO-220392 22315917 PO-220392 22315917 PO-220392 22315917 PO-220392 22315917 PO-220392	2,743.60 672.60 5,650.50 12,859.20 6,678.50 4,525.80 1,026.00 7,892.60	N N N N N N N N

7127	AUG	BOND	PRJ	MNGMNT	10/19/2021	22315917	PO-220392	11,145.40	N
6892	JUNE	BOND	PRJ	MNGMNT	10/19/2021	22315917	PO-220392	2,454.80	N
7012	JULY	BOND	PRJ	MNGMNT	10/19/2021	22315917	PO-220392	288.80	N
7214	SEPT	BOND	PRJ	MNGMNT	10/19/2021	22315918	PO-220392	866.40	N
7127	AUG	BOND	PRJ	MNGMNT	10/19/2021	22315918	PO-220392	3,519.60	N
6768	MAY	BOND	PRJ	MNGMNT	10/19/2021	22315918	PO-220392	2,109.00	N
6892	JUNE	BOND	PRJ	MNGMNT	10/19/2021	22315918	PO-220392	775.20	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099

012529 RGM KRAMER INC. (Continued...)		7215 MAY BOND PRJ MNGMNT	10/19/2021	22315918 PO-220392	212.40	N
		7128 AUG BOND PRJ MNGMNT	10/19/2021	22315918 PO-220392	324.00	N
		7012 JULY BOND PRJ MNGMNT	10/19/2021	22315918 PO-220392	91.20	N
		6891 JUNE BOND PRJ MNGMNT	10/19/2021	22315918 PO-220392	2,492.40	N
		7011 JULY BOND PRJ MNGMNT	10/19/2021	22315918 PO-220392	1,429.20	N
		7213 SEPT BOND PRJ MNGMNT	10/19/2021	22315918 PO-220392	4,060.80	N
		6667 APRIL BOND PRJ MNGMNT	10/19/2021	22315918 PO-220392	1,784.50	N

000193 RIO VISTA ACE HARDWARE 506 STATE HIGHWAY 12 RIO VISTA, CA 94571	164.27	270822 RVHS SUPPLIES	10/19/2021	22315908 PO-220048	164.27	N
(0) - 0						N

014859 RIO VISTA BAKERY & CAFE 150 MAIN STREET RIO VISTA, CA 94571	90.92	24266 RVHS SUPPLIES	10/12/2021	22314837 PO-220050	90.92	N
(707) 374-3844						N

000313 RIO VISTA CARE 125 SACRAMENTO STREET P.O. BOX 576 RIO VISTA, CA 94571	5,000.00	DW COUNSELING SERVICES	10/21/2021	22316458 PO-220167	2,500.00	N
		DW COUNSELING SERVICES	10/21/2021	22316458 PO-220167	2,500.00	N
(0) - 0						N

010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607	1,575.67	DO WASTE SERV	10/12/2021	22314847 PV-220230	127.62	N
		DHW/RVHS WASTE SERVICE	10/19/2021	22315927 PV-220243	1,448.05	N
(0) - 0						N

014982 RIVERA-GARCIA, MARIA PO BOX 753 WALNUT GROVE, CA 95690	115.36	F5 SEPT MILEAGE	10/19/2021	22315942 TC-220069	115.36	N
(916) 270-5670						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014784 ROMAN, ANA 120 TAHOE RIO VISTA, CA 94571 (0) - 0 N	48.27	SP ED SEPT MILEAGE	10/19/2021	22315943 TC-220070	48.27	N
012449 S AND S WORLDWIDE 75 MILL STREET COLCHESTER, CT 06415 (800) 288-9941 N	75.67	100777418 ASP SUPPLIES	10/28/2021	22317653 PV-220277	75.67	N
000095 S M U D P.O. BOX 15555 SACRAMENTO, CA 95852 (0) - 0 N	9,327.57	WG/BATES ELECT	10/12/2021	22314838 PO-220292	9,327.57	N
014403 SACRAMENTO CITY COLLEGE RODDA HALL, RH N 173 3835 FREEPORT BLVD SACRAMENTO, CA 95822 (916) 558-2321 N	500.00	1947955 C. REYNOLDS SCHLRSH	10/07/2021	22314223 PV-220216	500.00	N
012362 SACRAMENTO COUNTY TAX COLLECTOR'S OFFICE P.O. BOX 508 SACRAMENTO, CA 95812-0508 (0) - 0 N	9,040.04	WG PROP TAX ISLE PROP TAX MOKE PROP TAX ISLE PROP TAX ISLE PROP TAX ISLE PROP TAX ISLE PROP TAX ISLE PROP TAX BATES PROP TAX ISLE PROP TAX WG PROP TAX	10/19/2021 10/19/2021 10/19/2021 10/19/2021 10/19/2021 10/19/2021 10/19/2021 10/19/2021 10/19/2021 10/19/2021 10/19/2021	22315929 PV-220245 22315929 PV-220245 22315929 PV-220245 22315929 PV-220245 22315929 PV-220245 22315929 PV-220245 22315929 PV-220245 22315929 PV-220245 22315929 PV-220245 22315929 PV-220245 22315929 PV-220245	452.56 512.78 132.28 50.00 2,844.52 911.78 50.00 135.06 50.00 3,901.06	N N N N N N N N N N N
000090 SACRAMENTO COUNTY UTILITIES 9700 GOETHE ROAD SUITE C	113.69	MOKE SEWER SERV	10/28/2021	22317654 PV-220278	113.69	N

SACRAMENTO, CA 95827

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014836 SACRAMENTO STATE STUDENT FINANCIAL SERV 6000 J ST. LSN1001 SACRAMENTO, CA 958196044 (916) 278-1000	650.00	ABRAH LIZARDE GAMEZ SCHLRSH	10/07/2021	22314224 PV-220217	650.00	N
012885 SALOMON, TRISHA 50 YOSEMITE DRIVE RIO VISTA, CA 94571 (0) - 0	15.28	ED SV REIMB SUPPLIES	10/07/2021	22314225 TC-220057	15.28	N
015134 SAVVAS LEARNING COMPANY PO BOX 409496 ATLANTA, GA 30384-9496 (0) - 0	13,188.65	7027757213 ED SV BOOKS 4026492354 ED SV BOOKS	10/12/2021 10/19/2021	22314828 PO-220418 22315909 PO-220406	12,749.73 438.92	N N
003318 SCHOOL SPECIALTY INC W6316 DESIGN DRIVE GREENVILLE, WI 54942 (0) - 0	1,267.35	308103875783 CMS SUPPLIES 208128617705 CMS SUPPLIES 308103883198 BATES SUPPLIES 208128760757 RMS SUPPLIES 208128760757 RMS SUPPLIES	10/05/2021 10/05/2021 10/12/2021 10/21/2021 10/21/2021	22313689 PO-220185 22313689 PO-220185 22314839 PO-220233 22316451 PO-220433 22316451 PO-220433	160.39 66.89 775.90 158.51 105.66	N N N N N
000316 SCHOOLS INSURANCE AUTHORITY P.O. BOX 276710 SACRAMENTO, CA 95827-6710 (0) - 0	183,572.64	EAP-092022.14 EAP PROGRAM EAP-092022.14 EAP PROGRAM 22SWAMP-19 STRM WTR MONITORING 2022-26 LIABILITY INS 2022-26 PROPERTY INS 2022-26 WORKERS COMP EAP-102022.15 EMP ASST PROGRAM EAP-102022.15 EMP ASST PROGRAM	10/05/2021 10/05/2021 10/07/2021 10/19/2021 10/19/2021 10/19/2021 10/21/2021 10/21/2021	22313702 PV-220204 22313702 PV-220204 22314226 PV-220215 22315930 PV-220246 22315930 PV-220246 22315930 PV-220246 22316471 PV-220260 22316471 PV-220260	351.58 365.92 4,394.64 24,896.00 35,180.00 117,667.00 351.57 365.93	N N N N N N N N
013193 SCOE P.O. BOX 269003 10474 MATHER BLVD SACRAMENTO, CA 95826	600.00	220763 WG AVID REGIST	10/19/2021	22315931 PV-220244	600.00	N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015220 SERVANIA, ROLLY PO BOX 9075 PITTSBURG, CA 94565 (925) 698-7098	76.44	SEPT MILEAGE	10/05/2021	22313714 TC-220049	76.44	N
013480 SHELDON GAS COMPANY 1 HARBOR CENTER # 310 SUISUN CITY, CA 94585 (707) 425-2951	859.59	3410928 BATES PROPANE	10/28/2021	22317655 PV-220279	859.59	N
000055 SIA DELTA DENTAL P.O. BOX 276710 SACRAMENTO, CA 95827-6710 (0) - 0	8,309.17	SEPT 2021 PREMIUMS SEPT 2021 PREMIUMS SEPT 2021 PREMIUMS OCT 2021 PREMIUMS OCT 2021 PREMIUMS OCT 2021 PREMIUMS OCT 2021 PREMIUMS	10/05/2021 10/05/2021 10/05/2021 10/12/2021 10/12/2021 10/12/2021 10/12/2021	22313703 PV-220205 22313703 PV-220205 22313703 PV-220205 22314852 PV-220228 22314852 PV-220228 22314852 PV-220228 22314852 PV-220228	189.42 1,576.56 2,252.88 2,405.47 1,484.86 189.42 210.56	N N N N N N N
000056 SIA VISION SERVICE P.O. BOX 276710 SACRAMENTO, CA 95827-6710 (0) - 0	1,643.88	SEPT 2021 PREMIUMS SEPT 2021 PREMIUMS SEPT 2021 PREMIUMS OCT 2021 PREMIUMS OCT 2021 PREMIUMS OCT 2021 PREMIUMS OCT 2021 PREMIUMS	10/05/2021 10/05/2021 10/05/2021 10/12/2021 10/12/2021 10/12/2021 10/12/2021	22313704 PV-220206 22313704 PV-220206 22313704 PV-220206 22314853 PV-220231 22314853 PV-220231 22314853 PV-220231 22314853 PV-220231	288.40 57.68 432.60 28.84 346.08 57.68 432.60	N N N N N N N
014454 SINGH, PRITIKA 14216 SHOP STREET WALNUT GROVE, CA 95690 (916) 491-0657	784.00	AUG/SEPT MILEAGE	10/07/2021	22314227 TC-220058	784.00	N
015016 SINGLEWIRE SOFTWARE PO BOX 46218 MADISON, WI 53744	9,192.00	38642/44416 SINGLEWIRE SFTWR	10/05/2021	22313705 PV-220207	9,192.00	Y

(0) - 0 Y



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012084 SODEXO INC & AFFILIATES PO BOX 360170 PITTSBURGH, PA 15251-6170	94,144.67	AUG 2021 MEALS	10/05/2021	22313708 PV-220212	7,014.25	N
		AUG 2021 MEALS	10/05/2021	22313708 PV-220212	29,228.28	N
		ED SV WELCOME TRNING CATERING	10/12/2021	22314854 PV-220225	2,700.00	N
		SEPT MEALS	10/19/2021	22315936 PV-220251	10,455.85	N
(0) - 0 N		SEPT MEALS	10/19/2021	22315936 PV-220251	44,746.29	N
013858 SPURR 1850 GATEWAY BOULEVARD CONCORD, CA 94520	2,917.53	DW GAS	10/19/2021	22315910 PO-220291	2,689.28	N
		CAFE CMS GAS	10/19/2021	22315916 PO-220291	228.25	N
(888) 400-2155 N						
014069 STAPLES ADVANTAGE 500 STAPLES DRIVE FRAMINGHAM, MA 01702	5,194.06	3487780659 F5 SUPPLIES	10/05/2021	22313690 PO-220041	148.89	N
		3487509587 DHW SUPPLIES	10/05/2021	22313690 PO-220068	29.16	N
		3486451569 DHW SUPPLIES	10/05/2021	22313690 PO-220068	19.81	N
		3486451571 DHW SUPPLIES	10/05/2021	22313690 PO-220068	69.16	N
(0) - 0 N STAPLES CONTRA		3487686732 DHW SUPPLIES	10/05/2021	22313690 PO-220068	16.80	N
		3487780660 DHW SUPPLIES	10/05/2021	22313690 PO-220068	31.33	N
		3486451570 DHW SUPPLIES	10/05/2021	22313690 PO-220068	34.03	N
		3485020058 WG SUPPLIES	10/05/2021	22313690 PO-220085	25.42	N
		3484866423 WG CREDIT	10/05/2021	22313690 PO-220085	16.91-	N
		3487686733 WG CREDIT	10/05/2021	22313690 PO-220085	61.93-	N
		3487371299 WG SUPPLIES	10/05/2021	22313690 PO-220085	61.93	N
		3484940588 WG SUPPLIES	10/05/2021	22313690 PO-220085	270.56	N
		3487780661 SP ED SUPPLIES	10/05/2021	22313690 PO-220094	11.48	N
		3487780662 ED SV SUPPLIES	10/05/2021	22313690 PO-220099	41.56	N
		3488004352 ED SV SUPPLIES	10/05/2021	22313690 PO-220099	207.94	N
		3487509590 WIND RIVER SUPPLIES	10/05/2021	22313692 PO-220250	687.66	N
		3487509589 WIND RIVER SUPPLIES	10/05/2021	22313692 PO-220250	45.16	N
		3487509588 WIND RIVER SUPPLIES	10/05/2021	22313692 PO-220250	11.71	N
		3487780664 WIND RIVER SUPPLIES	10/05/2021	22313692 PO-220250	64.86	N
		3486451577 WIND RIVER SUPPLIES	10/05/2021	22313692 PO-220250	36.24	N
		3487780658 RMS SUPPLIES	10/05/2021	22313690 PO-220371	137.23	N
		3487780657 RDHS SUPPLIES	10/05/2021	22313690 PO-220372	117.85	N
		3488242530 DHW SUPPLIES	10/19/2021	22315911 PO-220068	227.12	N
		3488415533 DHW SUPPLIES	10/19/2021	22315911 PO-220068	14.98	N
		3486451572 DHW SUPPLIES	10/19/2021	22315911 PO-220068	10.69	N
		3488415532 DHW SUPPLIES	10/19/2021	22315911 PO-220068	12.09	N
		3489840600 DHW SUPPLIES	10/19/2021	22315911 PO-220068	63.97	N
		3488415535 DHW SUPPLIES	10/19/2021	22315911 PO-220068	8.64	N
		3488415534 DHW SUPPLIES	10/19/2021	22315911 PO-220068	4.96	N
		3486451573 DHW SUPPLIES	10/19/2021	22315911 PO-220068	30.26	N

3488415536	DHW SUPPLIES	10/19/2021	22315911	PO-220068	10.80	N
3488415537	DHW SUPPLIES	10/19/2021	22315911	PO-220068	210.27	N
3488004352	ED SV SUPPLIES	10/19/2021	22315911	PO-220099	207.94	N
3489374949	ED SV SUPPLIES	10/19/2021	22315911	PO-220099	92.46	N
3489840601	WIND RIVER SUPPLIES	10/19/2021	22315915	PO-220250	916.89	N
3489840602	WIND RIVER REFUND	10/19/2021	22315915	PO-220250	516.31-	N
3489280710	ASP WG SUPPLIES	10/19/2021	22315911	PO-220310	74.52	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014069 STAPLES ADVANTA (Continued...)		3488242529 RMS SUPPLIES	10/19/2021	22315911 PO-220371	81.08	N
		3489450845 NURSES SUPPLIES	10/19/2021	22315894 PO-220436	69.71	N
		3489450846 NURSES SUPPLIES	10/19/2021	22315894 PO-220436	46.49	N
		3489280712 NURSES SUPPLIES	10/19/2021	22315894 PO-220436	26.92	N
		3489280711 NURSES SUPPLIES	10/19/2021	22315894 PO-220436	449.34	N
		3489514963 DHW SUPPLIES	10/21/2021	22316459 PO-220068	157.46	N
		3486867514 DHW SUPPLIES	10/21/2021	22316459 PO-220068	41.14	N
		3486523114 DHW SUPPLIES	10/21/2021	22316459 PO-220068	24.86	N
		3489514964 DHW SUPPLIES	10/21/2021	22316459 PO-220068	26.98	N
		3487175561 DHW SUPPLIES	10/21/2021	22316459 PO-220068	26.47	N
		3486867515 DHW SUPPLIES	10/21/2021	22316459 PO-220068	66.39	N
		3486867513 DHW SUPPLIES	10/21/2021	22316459 PO-220068	19.78	N
		3486523115 DHW REFUND	10/21/2021	22316459 PO-220068	19.78	N
		3489909599 DHW REFUND	10/21/2021	22316459 PO-220068	44.57	N
		3489909597 DHW REFUND	10/21/2021	22316459 PO-220068	49.06	N
		3486523113 DHW SUPPLIES	10/21/2021	22316459 PO-220068	19.02	N
		3489909598 DHW REFUND	10/21/2021	22316459 PO-220068	50.63	N
		3489450841 BUS OFF SUPPLIES	10/21/2021	22316459 PO-220155	69.03	N
		3489764820 RDHS SUPPLIES	10/21/2021	22316459 PO-220372	53.33	N
		3488415531 CAFE SUPPLIES	10/21/2021	22316477 PV-220261	192.94	N
		3489450843 DHW SUPPLIES	10/28/2021	22317644 PO-220068	59.49	N
		3489450844 DHW SUPPLIES	10/28/2021	22317644 PO-220068	15.35	N
		3490083403 DHW SUPPLIES	10/28/2021	22317644 PO-220068	17.88	N
		3489450842 DHW SUPPLIES	10/28/2021	22317644 PO-220068	37.40	N
		3489374948 DHW SUPPLIES	10/28/2021	22317644 PO-220068	9.04	N
		3490489054 MAINT SUPPLIES	10/28/2021	22317644 PO-220126	14.05	N
		3490083404 MAINT SUPPLIES	10/28/2021	22317644 PO-220126	35.23	N
		3490489055 WIND RIVER SUPPLIES	10/28/2021	22317645 PO-220250	439.50	N
013400 STATE BOARD OF EQUALIZATION PO BOX 942879 SACRAMENTO, CA 94279-8044	161.00	JULY-SEPT SALES USE TAX	10/28/2021	22317647 PV-220271	161.00	N
(0) - 0						N
013401 STATE BOARD OF EQUALIZATION FUEL TAXES DIVISION PO BOX 942879 SACRAMENTO, CA 94279-6155	40.00	JULY-SEPT FUEL TAX	10/28/2021	22317648 PV-220272	40.00	N
(916) 322-9669						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000096 STEWART INDUSTRIAL SUPPLY INC 608 HWY 12 RIO VISTA, CA 94571 (707) 374-5567	1,890.09	23100 TRANS SUPPLIES	10/19/2021	22315912 PO-220132	1,890.09	N
015219 STREET, ANNA 6331 RIVERSIDE BLVD SACRAMENTO, CA 95831 (0) - 0	125.44	F5 SEPT MILEAGE	10/19/2021	22315944 TC-220071	125.44	N
013582 SUBTRONIC CORPORATION 5031 BLUM ROAD MARTINEZ, CA 94553 (925) 228-8771	565.00	32382 ISLE UNDERGRND UTILT	10/05/2021	22313693 PO-220316	565.00	N
015239 SUPERIOR FARMS 6621 MIDWAY RD DIXON, CA 95620 (0) - 0	45.00	20262 DHS BIOLOGY SUPPLIES 20262 DHS BIOLOGY SUPPLIES	10/21/2021 10/21/2021	22316452 PO-220492 22316452 PO-220492	22.50 22.50	N N
015115 SWANK MOVIE LICENSING USA 2844 PAYSHERE CIRCLE CHICAGO, IL 60674 (0) - 0	429.00	3086178 BATES MOVIE LICENSE	10/28/2021	22317656 PV-220280	429.00	N
014430 TAQUERIA MEXICO 133 MAIN ST RIO VISTA, CA 94571 (707) 374-2680	530.50	86678 RVHS SUPPLIES RVHS SUPPLIES 66759/68075 RVHS SUPPLIES	10/12/2021 10/21/2021 10/21/2021	22314840 PO-220049 22316453 PO-220049 22316460 PO-220475	208.00 62.98 259.52	N N N
015212 THE HUMAN BEAN 1010 CA-12	75.00	RVHS MEETING SUPPLIES	10/12/2021	22314841 PO-220334	75.00	N

RIO VISTA, CA 94571

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015233 TORIO, JODIE 206 S SECOND STREET #6 RIO VISTA, CA 94571	34.72	ED SV SEPT MILEAGE	10/07/2021	22314228 TC-220059	34.72	N
(0) - 0						N
014873 TFX COMMUNICATIONS PO BOX 509013 SAN DIEGO, CA 92150-9013	3,285.92	DO/DHS/RVHS LONG DIST	10/21/2021	22316473 PV-220262	3,285.92	N
(877) 487-2877						N
014908 TRIMARK FOOD SERVICE EQUIPMENT 6100 W. 73RD STREET BEDFORD PARK, IL 60638	4,641.78	2363265 CAFE DHS FRIDGE 2363265 CAFE DHS FRIDGE SETUP	10/26/2021 10/26/2021	22316959 PO-220487 22316959 PO-220487	4,566.78 75.00	N N
(708) 496-5739						N
012694 U.S. BANK 221 SOUTH FIGUEROA ST, STE 210 LM-CA-F2TC LOS ANGELES, CA 90012	23,092.50	SEPT 2021 GASB 75 AUG 2021 GASB 75 JULY 2021 GASB 75	10/05/2021 10/05/2021 10/05/2021	22313707 PV-220209 22313707 PV-220210 22313707 PV-220211	10,363.30 10,195.01 2,534.19	N N N
(0) - 0						N
001896 UNITED PARCEL SERVICE INC 55 GLENLAKE PARKWAY NE ATLANTA, GA 30328	515.41	DO SHIPPING DO SHIPPING DO SHIPPING DO SHIPPING DO SHIPPING	10/05/2021 10/12/2021 10/19/2021 10/21/2021 10/28/2021	22313706 PV-220208 22314855 PV-220226 22315932 PV-220247 22316474 PV-220263 22317657 PV-220281	96.56 101.61 122.94 122.53 71.77	N N N N N
(0) - 0						N
013419 US BANK NATIONAL ASSOCIATION 1310 MADRID ST SUITE 101 MARSHALL, MN 56258	603.71	455390070 DHW LEASE	10/21/2021	22316461 PO-220073	603.71	N
(800) 328-5371						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010907 VAN RIPER, CHARLES 673 4TH AVENUE STREET SACRAMENTO, CA 95818	24.10	DHS AG REIMB SUPPLIES DHS AG REIMB SUPPLIES	10/07/2021 10/07/2021	22314229 TC-220060 22314229 TC-220060	12.05 12.05	N N
(0) - 0						N
000104 WARREN'S MACHINE & WELDING 52270 CLARKSBURG ROAD P.O. BOX 398 CLARKSBURG, CA 95612	307.81	18019 DHS AG SUPPLIES 18019 DHS AG SUPPLIES	10/05/2021 10/05/2021	22313691 PO-220280 22313691 PO-220280	153.90 153.91	7 7
(916) 744-1667		Y WIGLEY, WARREN				
010906 WASTE MANAGEMENT OF WOODLAND P.O. BOX 78251 PHOENIX, AZ 85062-8251	806.55	DHS WASTE SERVICE	10/19/2021	22315933 PV-220248	806.55	N
(0) - 0						N
000490 WILCO SUPPLY 1973 DAVID ST SAN LEANDRO, CA 94577	190.22	9543070-02 MAINT SUPPLIES 9543070-01 MAINT SUPPLIES	10/19/2021 10/19/2021	22315913 PO-220129 22315913 PO-220129	63.71 126.51	N N
(800) 745-5450						N
012528 WILLIAMS SCOTSMAN INC 901 SOUTH BOND ST. #600 BALTIMORE, MD 21231	4,122.64	DHW MODULAR LEASE RVHS MODULAR LEASE RMS MODULAR LEASE RMS MODULAR LEASE	10/05/2021 10/05/2021 10/05/2021 10/05/2021	22313694 PO-220208 22313694 PO-220208 22313694 PO-220208 22313694 PO-220208	1,030.66 1,030.66 1,030.66 1,030.66	N N N N
(800) 782-1500						N
014450 WIZIX 4777 BENNETT DRIVE SUITE D LIVERMORE, CA 94551	1,773.67	234214 DO PRINT COSTS 236897 WG PRINT CHRGS 237067 DO PRINT CHRGS 238455 F5 PRINT CHARGES 238454 WG PRINT CHRGS 235046/237575/236845 BATES PRT 239061 DO PRINT CHRGS	10/12/2021 10/19/2021 10/19/2021 10/21/2021 10/21/2021 10/21/2021 10/28/2021	22314856 PV-220227 22315914 PO-220086 22315934 PV-220249 22316462 PO-220040 22316462 PO-220086 22316475 PV-220264 22317658 PV-220282	399.00 14.50 204.40 126.61 170.27 299.47 559.42	N N N N N N N
(916) 913-6191		N WIZIX TECHNOLO				

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003308 WRIGHT, KATHERINE 400 SOUTH FRONT STREET RIO VISTA, CA 94571	61.58	SUPT CONF REIMB	10/12/2021	22314858 TC-220063	61.58	N
(0) - 0						N
000585 WRIGHT, STEVE 400 S FRONT STREET RIO VISTA, CA 94571	128.56	ED SV CONF REIMB	10/12/2021	22314859 TC-220064	128.56	N
(0) - 0						N
000386 YOLO COUNTY ENVIRONMENTAL HEAL 292 W. BEAMER STREET WOODLAND, CA 95695	3,507.00	AR0001309 FD SRV PERMITS AR0001309 WATER PERMIT FEES AR0002629 WATER PERMIT FEES	10/19/2021 10/21/2021 10/21/2021	22315937 PV-220252 22316476 PV-220265 22316476 PV-220265	667.00 1,129.00 1,711.00	N N N
(530) 666-8646						N
014984 YOLO COUNTY TAX COLLECTOR PO BOX 4400 WHITTIER, CA 90607	66.00	DHS PROPERTY TAX	10/19/2021	22315935 PV-220250	66.00	N
(866) 895-5027						N
District total:	1,096,038.08					
Report total:	1,096,038.08					

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: November 9, 2021

Attachments: _____

From: Codi Agan, Director of Personnel

Item Number: 10.4

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

SUBJECT:

Request made by Employee #001545 for an Unpaid Leave of Absence, returning August 1, 2022.

BACKGROUND:

Under the CBA Article 11, classified employees can request an unpaid leave of absence and the Board of Trustees have the right to approve or deny the request under EC 45192.

STATUS:

Employee #001545 is requesting an unpaid Leave of Absence through August 1, 2022.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

No additional cost to the District

RECOMMENDATION:

That that Board deny the unpaid Leave of Absence for Employee #001545

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: November 9, 2021

Attachments: x

From: Tammy Busch, Chief Business Officer

Item Number: 10.5

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

SUBJECT:

Request to Approve the Agreement with Frontline Education for Time and Attendance Solution

BACKGROUND:

At the regular board meeting, Frontline agreement was approved for Absence and Time Solution and Frontline Central Solution. The district is adding Time and Attendance Solution. Staff evaluated processes and procedures regarding variable timesheets that employees submit on a monthly basis and determined that moving forward with Frontline Time and Attendance will streamline the process and be more efficient for the district. This solution will work in tandem with the absence and time solution that the district is correctly implementing. Frontline was able to provide discounted bundle pricing based on prior agreement.

STATUS:

Frontline will collaborate with Chief Business Officer and Director of Accounting to start the implementation process. They will provide training and import the appropriate data required to meet the district's needs.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Implementation costs is \$7,125; annual fee for 11/1/2021 to 6/30/2022 is \$4,166.54 and for 7/1/2022 to 6/30/2023 is \$6,284.25. The funding for this will be from the General Fund.

RECOMMENDATION:

That the Board approves the agreement with Frontline Education for the Time and Attendance Solution.

Time allocated: 3 minutes



1400 Atwater Drive Malvern, PA 19355

10/06/2021

Customer:

River Delta Joint Unified School District
445 Montezuma St
RIO VISTA, California, 94571-1699
United States

Contact: Tammy Busch
Title: Chief Business Officer
Phone: 707-374-1715
Email: tbusch@rdusd.org

Order Form Details:

Pricing Expiration: 11/04/2021
Quote Currency: USD
Account Manager: Steven Wright

Startup Cost Billing Terms: One-Time, Invoiced after signing
Subscription Billing Frequency: Annual
Sale Type: New
Initial Term: 11/01/2021 – 6/30/2023

Pricing Overview

	Amount
One-Time Fees	\$7,125.00
Annual Recurring Fees	\$6,284.25
(Initial Term Prorated Fees)	\$4,166.54

One-Time Fees Itemized Description	Quantity	Amount (each)	Amount
Frontline Implementation	1	\$7,125.00	\$7,125.00

Annual Recurring Fees Itemized Description	Start Date	End Date	Amount
(Time & Attendance, unlimited usage for internal employees Prorated Term)	11/01/2021	6/30/2022	\$4,166.54
Time & Attendance, unlimited usage for internal employees	7/01/2022	6/30/2023	\$6,284.25



1400 Atwater Drive Malvern, PA 19355

10/06/2021

Additional Order Form Information

Tax Information

Tax Exemption: We currently don't have a tax exemption certificate on file for you. Please use this [link](#) to upload your tax exemption certificate. Otherwise, the appropriate tax will be applied at the time of invoicing.

PO Information

PO Status: Purchase order to follow

PO #:

Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment



1400 Atwater Drive Malvern, PA 19355

10/06/2021

Invoicing Schedule	Due Date	Amount
Invoice: One Time Frontline Implementation	Upon Signing	\$7,125.00 + applicable sales tax \$7,125.00
Invoice: Prorated Time & Attendance, unlimited usage for internal employees	12/01/2021	\$4,166.54 + applicable sales tax \$4,166.54
Invoice: Annual Time & Attendance, unlimited usage for internal employees	7/31/2022	\$6,284.25 + applicable sales tax \$6,284.25



1400 Atwater Drive Malvern, PA 19355

10/06/2021

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Master Services Agreement, software license or other agreement with Frontline (the Agreement). BY SIGNING BELOW OR OTHERWISE ACCESSING, VIEWING, OR USING ANY SOFTWARE, DOWNLOADS, UPGRADES, DOCUMENTATION, SERVICE PACKAGES, MATERIAL, INFORMATION, OR SERVICES SET FORTH HEREIN, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES TO THE ORDER FORM TERMS (the Order Form Terms) ATTACHED HERETO AND THE AGREEMENT INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME. Customer also agrees that the terms of the Agreement and the Order Form Terms are confidential information of Frontline Technologies Group LLC, its affiliates and predecessors (collectively, Frontline) and are not to be shared with any third party without the prior written consent of Frontline.

<p>Frontline Technologies Group LLC dba Frontline Education</p> <p>DocuSigned by: Signature: <u>Scott Crouch</u> <small>A0BBBC5EFF1F438...</small></p> <p>Name: <u>Scott Crouch</u></p> <p>Title: <u>VP of Financial Operations</u></p> <p>Address: <u>1400 Atwater Drive</u> <u>Malvern, PA 19355</u></p> <p>Email: <u>billing@frontlineed.com</u></p>	<p>River Delta Joint Unified School District</p> <p>DocuSigned by: Signature: <u>Tammy Busch</u> <small>EAAE42C81A4B479...</small></p> <p>Name: <u>Tammy Busch</u></p> <p>Title: <u>Chief Business Officer</u></p> <p>Address: <u>445 Montezuma St</u> <u>RIO VISTA, California 94571-1699</u></p> <p>Email: <u>tbusch@rdusd.org</u></p>
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STATEMENT OF WORK



Time and Attendance

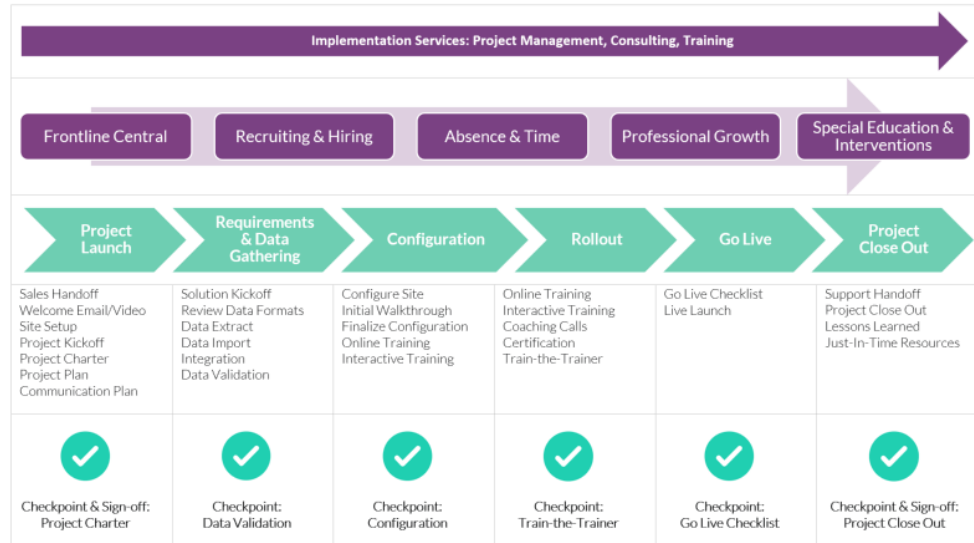
Standard Implementation Services



Statement of Work: Time and Attendance Implementation Services

Introduction

Frontline Education provides a comprehensive implementation methodology and expert resources to partner with your project team throughout the implementation.



Scope/Deliverables

Project Management, Training & Consulting

- Project Kickoff Call
- Business Process Review: review of internal process for a Client's time and attendance workflow and best practice recommendation to optimize system functionality.
- Train-the-Trainer Model: blended learning consisting of online, self-paced courses and instructor-led remote training for the Client project team to gain familiarity with our solutions for implementation, administration and to train end users
- Role-based Learning Center: ongoing, anytime access to knowledge base articles available to all district staff
- Project Status Monitoring: periodic review of project progress to planned project milestones throughout implementation
- Project Close Out Call

Configuration

System configuration is accomplished through a blended approach of pre-configuration, Frontline Education configuration services, and Client configuration activities. Frontline Education will provide configuration services to tailor default setups to your specific needs and provide your project team a head start to configuring the system. Online Training courses and consultation are provided so that your staff can continue configuration for initial setup and to meet your ongoing needs.







Specific examples of configuration services during implementation include –

Setups	Time and Attendance Preconfigured Setups	Frontline Education Configuration Services
Job Type	1	Implementation consultant will assist client on importing up to 1,000 job types.
Position	1	Implementation consultant will assist client on importing up to 1,000 positions.
Staff Group	1	Implementation consultant will assist client on configuring up to 5 employee contract types.
Accrual Profile	N/A	Implementation consultant will assist client on configuring up to 4 unique leave accrual policies.
Pay Period	1	Up to 4
Account Allocation	N/A	Based on State or Payroll Requirements
Permissions	Set-up Default Permissions	N/A

Note: Employee Pay Rates are out of scope for time & attendance.

Data Imports

During implementation, we will import the following data formatted to our standard templates, where applicable. Online Training courses and consultation will be provided to show you how to maintain this data on an ongoing basis after the initial import.

- Job Types
- Account Codes & Account Allocations
- Positions
- User Enrollment
- User Assignments
- Work Schedules

Systems Integration

Integrations exist within Frontline Education solutions and/or with our Featured Partners that are configured and setup as either a flat file transfer or an export/import into an applicable vendor system. Specific examples of configurable integration types include --

- Standard integration with Frontline Education Solution Absence and Substitute Management.
- One established interface with a HRIS/payroll system.
- One established interface with a biometric identification system.
 - An established interface is defined as an integration that is currently established with a vendor and/or requires no development resources.
 - https://www.frontlineeducation.com/Partners/Find_a_Partner

Reporting

- 15 standard reports included in pre-configuration services.
- Client may create additional ad-hoc reporting with "Report Writer" utility







Additional Optional Services

The following items are outside the standard scope of services and can be accommodated through a change request and additional services and fees.

- Onsite training
- End-user training
- Configuration, Custom Reporting, or Integration services beyond those identified above
- Services beyond the implementation timeframe and project close out
- Customized training materials

Schedule

On average, a typical Time and Attendance implementation project runs 10 – 14 weeks. Below is an example of a project schedule for implementation. (This is not the actual schedule pertaining to this statement of work.)

Task	Start	End	Dur	2019					
				Jan	Feb	Mar	Apr	May	Jun
Sample Solution Rollout	1/2/19	6/7/19	113	[Gantt bar spanning Jan to Jun]					
Project Kickoff	1/2/19	1/8/19	5	●					
Insights Platform Migration (clients with existing Frontline solutions)	1/14/19	1/25/19	10	■					
Absence & Time: Absence Management	1/14/19	3/1/19	35	■					
Absence & Time: Time & Attendance	3/18/19	6/7/19	60			■			

Every client is unique and timelines can vary depending on client size, resource availability, and complexity of project. Your Frontline Education Project Manager will work with your team to plan an implementation based on your specifics.

Client Project Team: Roles & Responsibilities

Executive Sponsor

- Executive Sponsor: e.g. Superintendent, Assistant Superintendent of HR, HR Director, etc.
- The "lead" contact: responsible for all major project decisions. Initially, involvement level is medium-to-high until all district players and responsibilities established. Executive Sponsor involvement decreases once responsibilities have been delegated.

System Administrator

- System administrator: e.g. HR admin, payroll, or IT.
- When implementing our time and attendance tool, we encourage districts to have at least two district administrators.
- The "point person" contact: responsible for day-to-day operations, upkeep of system, and user management. This includes (but is not limited to):
 - Create/edit/delete: job types, positions, staff groups, accrual profiles, pay periods, account allocations, permissions, work schedules, and calendar groups and events
 - Manage timesheets and workflow: collection, correction, approval, and extraction for pay
 - Enroll and invite users and manage user position assignments





- Manage users' absence reason balances, including comp time
- Configure system preferences





IT Department

- Establish IP ranges for restricting clock access
- Install and manage clock hardware
- Hardware support is the responsibility of the client

Assumptions

- Frontline Education and Client will provide consistent, named resources to fill project roles throughout project timeline.
- Frontline Education and Client will use a collaborative approach to ensure implementation success.
- Client will provide subject matter experts familiar with organizational policies and procedures throughout the project.
- Frontline Education assumes that all data to be imported will be validated as necessary by Client prior to import.
- Client project team will complete online courses, attend instructor-led training, participate in project status calls, and complete project tasks as planned.

Implementation Policies

- Change Management Process: Should the Client identify additional services as part of this project, Frontline Education will issue a change order identifying impact to project scope, cost, and timeline for Client review and approval.
- A request to delay the Planned Go Live 30 days or more from the original date can result in rework and require additional charges and a change order.
- Services requested after the Project Close Out will require additional charges and a new services proposal.
- Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120-day implementation period.



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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 9, 2021

Attachments: _____

From: Tammy Busch, Chief Business Officer

Item Number: 10.6

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

SUBJECT:

Request Approve the Districtwide Fundraising Platform with SchoolStore.com for all River Delta Unified School District School Sites

BACKGROUND:

SchoolStore.com is an online shopping mall where over 400 nationally known online merchants have agreed to participate and giving a percentage of the sales to K-12 schools. Families and friends can shop through SchoolStore by choosing a participating school in the program.

Through SchoolStore.com donations can be made directly to the student's teacher to be used for classroom materials. These direct donations are tax deductible in accordance with IRS regulations.

STATUS:

Each school site will be required to register in the program to begin receiving the donations. Once they registered their school site, they will need to send home the information with students and staff.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

No cost to the District to participate in SchoolStore.com fundraising platform.

RECOMMENDATION:

The Board approve SchoolStore.com has a fundraiser for all the District school sites.

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: November 9, 2021

Attachments: x

From: Tammy Busch, Chief Business Officer

Item Number: 10.7

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

SUBJECT: Request to Approved Classified Management and Confidential Employees Salary Schedules

BACKGROUND:

The Board approved on September 14, 2021 a 1.5% one-time off the salary schedule and a 1.5% on the 2019-20 and 2020-21 salary schedule. The Classified Management and Confidential Employees Salary Schedule did not have the same percentage between steps within each range.

STATUS:

The new salary schedule has 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 for the Classified Management and Confidential Employees Salary Schedule of approximately \$16,681 will be paid from the employees' current pay lines.

RECOMMENDATION:

That the Board approve the updated salary schedule as presented.

Time allocated: 3 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT
 Classified Management & Confidential Employees
 Salary Schedule
 FY 2021-22
 Effective July 1, 2021

	Range 19	Range 17	Range 15	Range 13	Range 11	Range 9	Range 7
Step 1	\$71,765	\$65,784	\$59,804	\$53,221	\$48,828	\$47,817	\$43,133
Step 2	\$73,918	\$67,758	\$61,598	\$54,818	\$50,293	\$49,252	\$44,427
Step 3	\$76,136	\$69,791	\$63,446	\$56,463	\$51,802	\$50,730	\$45,760
Step 4	\$78,420	\$71,885	\$65,349	\$58,157	\$53,356	\$52,252	\$47,133
Step 5	\$80,773	\$74,042	\$67,309	\$59,902	\$54,957	\$53,820	\$48,547
Step 6	\$83,196	\$76,263	\$69,328	\$61,699	\$56,606	\$55,435	\$50,003
Step 7	\$85,692	\$78,551	\$71,408	\$63,550	\$58,304	\$57,098	\$51,503
Step 8	\$88,263	\$80,908	\$73,550	\$65,457	\$60,053	\$58,811	\$53,048

Longevity Payments:

A 3.0% increase will be paid at the beginning of the following years of service:

10 years	20 years	30 years
15 years	25 years	

Completed 9 years -- at beginning of 10th year: 3.0% of annual

Completed 14 years -- at beginning of 15th year: 3.0% of annual + 10 yr longevity.

Completed 19 years -- at beginning of 20th year: 3.0% of annual + 10 yr + 15 yr longevity.

Completed 24 years -- at beginning of 25th year: 3.0% of annual + 10 yr + 15 yr + 20 yr longevity.

Completed 29 years -- at beginning of 30th year: 3.0% of annual + 10 yr + 15 yr + 20 yr + 25 yr longevity.

Placement of Personnel New to the Position:

- Five (5) years of credit may be granted for experience.
- Placement requirement may be waived by the Board of Trustees.

Stipends: Conversational Spanish Stipend \$650

Title:	Range
Director of Maintenance, Operations, & Transportation (12 months)	19
Director of Accounting (12 months)	15
Director of Maintenance & Operations (12 months)	15
Director of Operations (12 months)	15
Director of Personnel (12 months)	15
Director of Transportation Department (12 months)	15
Healthy Start Coordinator (12 months)	15
First Five Coordinator (12 months)	15
Executive Assistant (12 months)	15
First Five School/Readiness Specialist (12 months)	13
State Preschool Site Supervisor/lead Teacher	13
Supervisor of Staff & Student Information Systems (12 months)	11
Supervisor, Food Services (11 months)	11
Supervisor, Maintenance, Operations, & Transportation Department (12 months)	11
Supervisor of Transportation	9

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 9, 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 Lease Agreements with Wizix Technology Group Inc. For Copiers and Printers at the District Office, D.H. White Elementary School and Delta High School

BACKGROUND:

The District currently has three copier leases with different vendors. Each vendor's pricing on copies and leases are not consistent. D.H. White Elementary School and Delta High Schools leases expired in October. The contract language in prior leases would have extended these contracts an additional 12 months. However, the District was able to consolidate the leases to one vendor, Wizix Technology Group, Inc.. The pricing with Wizix Technology is more competitive and includes printers for the classrooms at a cost of \$10.50. The lease agreements on equipment includes parts, labor, consumables, toner, training and print/scan support related to covered equipment (excludes: paper, staples, freight on supplies, user abuse, acts of god, environmental, building or utility damage) and is a cost savings to the District vs. the former option of purchasing and maintaining the equipment as well as purchasing of all supplies.

STATUS:

The Chief Business Officer is working closely with Wizix Technology on installation of new copiers and printers and will continue to monitor costs.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

The General Fund and site budgets will be the source of funding.

RECOMMENDATION:

That the Board approves the lease agreements of copiers and printers for the District Office, D.H. Elementary School and Delta High School.

Time allocated: 3 minutes



TECHNOLOGY GROUP, INC.



Technology Group, Inc.

2014 Taylor Road, Roseville, CA 95678
 Ph: 916-913-6190 Fax: 916-580-7588

Sold to: D. H. White Elementary School
355 Elm Way
Rio Vista CA 94571

Contact: Nick
 Phone: _____
 Email: _____

Qty	Description
2	Savin EM5000
	Copy, print, Scan
2	Staple Finisher 2/3 Hole punch
2	2/Tray
23	Brother 6400dx printers
2	Brother MFC-9870 color
	6 month lease @ \$653.89 + Tax
	Wizix will pickup 2 Toshiba Servid back to leasing US Bank at no cost to the customer.
Delivery	
Notes:	
Service @ .0059 B/W on the 2 Savin EM5000	
All Brother printers @ .012 B/W color @ .08	
Cover All Parts, Labor, Toner, Drums, Excluded paper & staple.	

MAINTENANCE AGREEMENT (MA)	Maintenance Agreement Details
Includes: Parts Labor Consumables Toner End User Training Print/Scan Support Related to Covered Equipment	Payment: 0
Excludes: Paper Staples Freight on Supplies User Abuse Acts of God Environmental, Building or Utility Damage	Billed: Monthly
1 Network and power connections are the responsibility of the customer.	Service: Images
2 MA covers purchased equipment and initial software installation.	B&W: 0
3 Pro-Active preventative maintenance per manufacture specifications.	Color: 0
4 Meters will be read automatically utilizing Printer Tracker.	Overages: Billed Monthly
5 Online ordering of services and supplies available via e-Info.	B&W: .0059 / .012
6 4-Hour response for INOP calls (Regular Bus Hours). After hours service available for additional \$.	Color: .08
7 MA will automatically renew annually, at which time pricing may be adjusted no more than 15%.	
8 MA covers basic print/scan network support relating to the covered equipment. Excludes IT Support	
9 Unpaid charges subject to finance charges.	
10 Either party may cancel MA at any time with 30 Days written notice.	
11 Unused Supplies are the property of WIZIX Technology Group, Inc.	

Loan Trax

Statement of Confidentiality: This proposal has been prepared exclusively for your organization. We ask that all information contained in this proposal remain confidential. Thank you for your cooperation. I look forward to the opportunity to earn your business!

Acceptance Authorized By:
 Signature: Jammy Busch
 Name: Jammy Busch
 Title: CEO
 Date: 9-22-21



APPLICATION NO.

AGREEMENT NO.



Dealer Lease Agreement

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

FULL LEGAL NAME: D. W. White Elementary School
STREET ADDRESS: 355 Elms Way
CITY: Rio Vista STATE: CA ZIP: 94571 PHONE: 707-374-1715
BILLING NAME (IF DIFFERENT FROM ABOVE): River Delta Joint USD
CITY: Rio Vista STATE: CA ZIP: 94571 E-MAIL:
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE): Same

SUPPLIER INFORMATION

FULL LEGAL NAME: Wizix Technology Group, Inc.
STREET ADDRESS: 2014 Taylor Road
CITY: Roseville STATE: CA ZIP: 95678 PHONE: 916 913-6190

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES SERIAL NO.
2 Savin EM5000
23 Brother 6400 dux
2 Brother MFC-9570 edu

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.
See attached Schedule A

TERM AND PAYMENT INFORMATION

60 Payments* of \$ 653.89
If you are exempt from sales tax, attach your certificate.
*plus applicable taxes
The payment ("Payment") period is monthly unless otherwise indicated.

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.
Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.
Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance
LESSOR SIGNATURE TITLE DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

River Delta USD
CUSTOMER (as referenced above) SIGNATURE: Tammy Busch TITLE: CFO DATED: 9-22-21
94-1037075 FEDERAL TAX I.D. # PRINT NAME: TAMMY BUSCH

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted. Upon your signing below, your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).

X
CUSTOMER (as referenced above) SIGNATURE TITLE ACCEPTANCE DATE



TECHNOLOGY GROUP, INC.



Technology Group, Inc.

2014 Taylor Road, Roseville, CA 95678

Ph: 916-913-6190 Fax: 916-580-7588

Sold to: River Delta Joint USD
445 Montezuma St.
Rio Vista, CA 94571

Contact: Jammy
 Phone: 707-374-1715
 Email: _____

Qty	Description
1	Savin TMC 2500 copy, print, Scan, Fax 2 Tray
1	Savin TMC 3000 Copy, print, Scan, Fax 2 Tray Staple Finisher 2/3 Hole punch
2	Brother MFC-9570 color 60 month lease @ \$413.89 + tax Service @ .0059 B/W Service @ .059 color Cover all parts, Labor, Toner, Drum, Exclude paper, staple
Delivery	
Notes: 2 Brother printer service @ .012 B/W color @ .08 Cover all parts, Labor, Toner, Drum, Excluded paper	

MAINTENANCE AGREEMENT (MA)		Maintenance Agreement Details	
Includes: Parts Labor Consumables Toner End User Training Print/Scan Support Related to Covered Equipment		Payment	0
Excludes: Paper Staples Freight on Supplies User Abuse Acts of God Environmental, Building or Utility Damage		Billed	Monthly
1 Network and power connections are the responsibility of the customer.		Service	Images
2 MA covers purchased equipment and initial software installation.		B&W	0
3 Pro-Active preventative maintenance per manufacture specifications.		Color	0
4 Meters will be read automatically utilizing Printer Tracker.		Overages	Billed Monthly
5 Online ordering of services and supplies available via e-Info.		B&W	.0059/.012
6 4-Hour response for INOP calls (Regular Bus Hours). After hours service available for additional \$.		Color	.059/.08
7 MA will automatically renew annually, at which time pricing may be adjusted no more than 15%.			
8 MA covers basic print/scan network support relating to the covered equipment. Excludes IT Support			
9 Unpaid charges subject to finance charges.			
10 Either party may cancel MA at any time with 30 Days written notice.			
11 Unused Supplies are the property of WIZIX Technology Group, Inc.			
Leon Tran		Acceptance Authorized By:	
		Signature:	<u>Jammy Busch</u>
		Name:	<u>JAMMY BUSCH</u>
		Title:	<u>CEO</u>
		Date:	<u>9-22-21</u>
<p style="font-size: small;">Statement of Confidentiality: This proposal has been prepared exclusively for your organization. We ask that all information contained in this proposal remain confidential. Thank you for your cooperation. I look forward to the opportunity to earn your business!</p>			

Send Email Invoice To:

LESSEE	Full Legal Name <i>Diocesan of the Saint Vincent School District</i>			Tax ID No	Phone Number <i>707-374-1715</i>
	Billing Address <i>445 Montezuma St. Rio Vista</i>		City	State Zip <i>CA 94571</i>	Attention to:
Equipment Location (If not same as above): <i>Same</i>			County <i>Solano</i>	Purchase Order Requisition Number	
EQUIPMENT	Make	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A If Necessary)
	<i>Savin</i>	<i>EMC 2500</i>		<i>2</i>	<i>Brother MFC-9570idw</i>
PAYMENT INFORMATION	Number of Lease Payments	Lease Payment	Plus Applicable Taxes	Term of Lease in Months	Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other
	<i>60</i>	<i>\$ 413.89</i>	Plus Applicable Taxes		End of Lease Option: <input checked="" type="checkbox"/> FMV <input type="checkbox"/> \$1 <input type="checkbox"/> Other
	Lease Payment <input type="checkbox"/> includes / <input checked="" type="checkbox"/> does NOT include maintenance/service/supplies [check one]			Security Deposit (PLUS)	First Period Payment (PLUS)
Sales tax Exempt <input type="checkbox"/> Please provide valid certificate			<i>0</i>	<i>0</i>	<i>0</i>
			Total Payment Enclosed Plus Applicable Taxes		

1. Lease: You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. You agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. We may increase the Lease Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Lease Payment in effect at the end of the prior annual period. Security deposits are non-interest bearing. If you are not in default, we will return the deposit to you when the Lease is terminated. If a payment is not made when due, you will pay us a late charge of 5% of the payment or \$10.00, whichever is greater. Such amount shall be payable in addition to any and all amounts or monies payable by you as a result of the exercise of any of the remedies herein provided. YOU AGREE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY LEASE TERM OR PROVISION.

2. Term: This Lease is effective on the earlier of the date we sign it or fund the Equipment supplier, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign or fund this Lease you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date as reasonably calculated by us based on the Lease payment, the number of days in that period, and a month of 30 days. Your obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim.

3. Title: Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Uniform Commercial Code ("UCC") financing statements on the Equipment.

4. Equipment Use, Maintenance and Warranties: We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. The Lease Payments set forth above do not include the cost of maintenance, service, and/or supplies ("Service"), unless indicated in the above "Payment Information" box. Notwithstanding anything to the contrary, however, you agree that we are not responsible for providing such Service for the Equipment and you will make all claims related to Service to the Service provider ("Provider"). No Provider may alter the terms of this Lease or make any promises or arrangements that alter our rights or your obligations under this Lease. You agree that you are expressly assuming any risks arising from such Provider's inability to deliver such Service, under any circumstance, including, without limitation, such Provider's financial condition or its inability to repair or service the Equipment. You agree that any claims related to Service will not impact your obligation to pay all Lease payments when due.

5. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

6. Risk of Loss and Insurance: You are responsible for risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain insurance against theft and physical damage, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

7. Taxes: You agree to pay when due, either directly or as a reimbursement to us, all taxes (including, without limit, sales, use, and personal property) and charges in connection with ownership, lease and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss or unavailability of any tax benefits anticipated at

the Commencement Date arising out of your acts or omissions. This indemnity will continue even after the termination of this Lease.

8. Default and Remedies: You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; b) you breach any other obligation under the Lease or any other Lease with us; or c) you, your owner(s) or any guarantor(s) are listed on a US or foreign government sanctions list or are subject to sanctions therefrom. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future lease payments and the Residual discounted to the date of default at 1% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; (iv) charge you a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned; and (v) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us. You agree that if notice of sale is required by law to be given, 10 days notice will constitute reasonable notice. You are also required to pay (i) all expenses incurred by us in connection with enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing, and selling the Equipment, and (ii) reasonable attorney's fees.

9. End of Lease, Return, Purchase Option, and Renewal: You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods. If the Equipment is returned to us, you shall remove all confidential information from the Equipment prior to return. If any Software license ("License") included hereunder passes title to you, such title shall automatically vest and remain in us. If such vesting requires a written conveyance, you hereby convey to us any title you have or hereafter acquire in the Software and relinquish any subsequent title in the Software. If licensor's consent is required, you shall assist us in obtaining consent.

10. Miscellaneous: You agree that the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge that we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. You agree that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Lease. This Lease was made in Pennsylvania ("PA") and is deemed to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to the exclusive jurisdiction, personal or otherwise, in any state or federal court in PA, and waive trial by jury. You agree (i) to waive any and all rights and remedies granted to you under UCC Section 2A-508 through 2A-522, (ii) that the Equipment will only be used for business purposes and not for personal, family, or household use, and will not be moved from the above location without our consent, and (iii) this Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Lease by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. We may inspect the Equipment during the Lease term. We shall not be liable to you for indirect, special, or consequential damages. No failure to act shall be deemed a waiver of any rights hereunder. This Lease contains the entire agreement of the parties. No amendment is binding unless mutually agreed to by both parties. You authorize us to contact you about your accounts in any way, including at any number or email address at which we believe we can reach you, even if you are charged for such contact by a provider. For information about our privacy practices, please review our privacy statement at dlgroup.com/usprivacy.

LESSEE SIGNATURE	You agree that this is a non-cancelable lease. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED / NOT NEW	
	Signature <i>Lanny Busch</i>	Date <i>9-22-21</i>
	Title <i>CBO</i>	Print Name <i>Lanny Busch</i>
Legal Name of Corporation		

LESSOR	De Lage Landen Financial Services, Inc. Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087 PHONE: (800) 735-3273 • FAX: (800) 776-2329	
	Commencement Date	Lease Number
	Accepted By:	

ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.			
	Signature <i>Lanny Busch</i>	Date <i>9-22-21</i>	Print Name <i>Lanny Busch</i>	Title <i>CBO</i>

GUARANTY	I unconditionally guaranty prompt payment of all the Lessee's obligations under the Lease. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and constituted in accordance with the laws of the Commonwealth of PA and I consent to exclusive jurisdiction of any state or federal court in PA and waive trial by jury. GUARANTOR'S ELECTRONIC SIGNATURE WILL CONSTITUTE SUCH GUARANTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. If more than one Guarantor signs this Guaranty, each shall be jointly and severally liable.		
	Signature	Name of Guarantor	Date

08E00C243V15



TECHNOLOGY GROUP, INC.



Technology Group, Inc.

2014 Taylor Road, Roseville, CA 95678

Ph: 916-913-6190 Fax: 916-580-7588

Sold to: Delta High School / Middle School Contact: Christine
52810 Netherlands Rd Phone: _____
Clarksburg CA 95612 Email: _____

Qty	Description	per	Lease	10/4/21
1	Savin 6000, Savin 5000, Savin 4000 Scan, Copy, Print Staple Finisher w/ hole punch			
1	Savin 2500 Color Scan, Copy, Print, FAX Stand 2 paper drawers			
26	Brother 6400 d/wx Printers (Black)			
3	Brother 9310 color Printers (Color)			
1	Brother MFC-9570 Printer (Color)			
	60 month Lease \$978 ⁰⁰ + TAX.			

Delivery

Notes:

Service @ .0059 / .059 Copiers
 Service @ .012 / .08 Printers

MAINTENANCE AGREEMENT (MA)

Includes: Parts | Labor | Consumables | Toner | End User Training | Print/Scan Support Related to Covered Equipment
 Excludes: Paper | Staples | Freight on Supplies | User Abuse | Acts of God | Environmental, Building or Utility Damage

- 1 Network and power connections are the responsibility of the customer.
- 2 MA covers purchased equipment and initial software installation.
- 3 Pro-Active preventative maintenance per manufacture specifications.
- 4 Meters will be read automatically utilizing Printer Tracker.
- 5 Online ordering of services and supplies available via e-info.
- 6 4-Hour response for INOP calls (Regular Bus Hours). After hours service available for additional \$.
- 7 MA will automatically renew annually, at which time pricing may be adjusted no more than 15%.
- 8 MA covers basic print/scan network support relating to the covered equipment. Excludes IT Support
- 9 Unpaid charges subject to finance charges.
- 10 Either party may cancel MA at any time with 30 Days written notice.
- 11 Unused Supplies are the property of WIZIX Technology Group, Inc.

Maintenance Agreement Details

Payment	0
Billed	Monthly
Service	Images
B&W	0
Color	0
Overages	Billed Monthly
B&W	.0059 / .059 @ 12
Color	.059 / .08

Leon Trax

Acceptance Authorized By: Johnny Busch
 Signature: _____
 Name: JOHNNY BUSCH
 Title: CEO
 Date: 9-22-21

Statement of Confidentiality:

This proposal has been prepared exclusively for your organization. We ask that all information contained in this proposal remain confidential. Thank you for your cooperation. I look forward to the opportunity to earn your business!



LEASE AGREEMENT

1720 A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 800-426-2626

LESSEE LEGAL NAME: River Delta Unified School District - Delta High School
Telephone No: (707) 374-1715
Billing Address: 445 Montezuma ST Rio Vista Ca 94571
Equipment Location: Same 52810 Netherlands W. Clarksburg Ca 95612
EQUIPMENT DESCRIPTION: 2) Sawin, IM6000, IM4000, IMC 2500, FM 5000
2) Brother G400 dmx Printers 3) Brother 9310 Printers 1) Brother MFC 9570 Printer.
BASE TERM IN MONTHS: 60
TOTAL NUMBER OF LEASE PAYMENTS: 60 @ \$978 (plus taxes) followed by @ \$ (plus taxes)
END OF LEASE PURCHASE OPTION: (a) Advance Payment: \$ (b) Security Deposit: \$ (c) Documentation Fee: \$ Total due a + b + c =: \$

**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.
In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:
1. LEASE PAYMENTS AND TERM: The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments.
2. DELIVERY, ACCEPTANCE, USE AND REPAIR: You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.
3. INDEMNIFICATION: You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.
4. LEASE EXPIRATION, RENEWAL: Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment. If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Lease Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.
5. LATE FEES AND CHARGES: If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.
6. NO WARRANTY: We do not manufacture the Equipment and you have selected the Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.
7. INSURANCE, RISK OF LOSS: You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of it and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.
8. OWNERSHIP AND TAXES: We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. If we pay any taxes (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.
9. DEFAULT: If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.
10. ASSIGNMENT: You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.
11. ARTICLE 2A: You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.
12. CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.
13. CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.
14. MISCELLANEOUS: This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. This Lease may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Lease is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Lease that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.

ACCEPTED BY LESSEE:
Signature: [Handwritten Signature]
Print Name: Tammy Busch
Title: CEO
E-Mail Address: houschard@rdesd.org
Date: 9-22-21
Tax ID Number: 94-1637075

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.

SIGNED X:
Accepted by: LEAF CAPITAL FUNDING, LLC By:
Print Name:
Title:
E-Mail Address:
Date: (LEASE 01 2-7-2019)

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 9, 2021

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 10.9

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

SUBJECT:

Request to Declare as Surplus Non-Operable Technology Equipment from Inventory and Deem its Value as \$0.00

BACKGROUND:

The attached list of technology can no longer be used or the cost of supplies is too large to continue to be used. The district is consolidating printers and copiers at the District Office.

STATUS:

The District Office requests the permission of the RDUSD Board of Trustees to surplus the attached list of old technology.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

There is \$0 cost to the school or District. All equipment will be sent to E-waste if approved.

RECOMMENDATION:

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

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: 11/9/21

Attachments: _____

From: Nicholas Casey, Principal

Item Number: 10.10

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

SUBJECT:

Request to Approve the Parent Teacher Club "Amazon Smile Account" Fundraiser for D.H. White Elementary.

BACKGROUND:

An Amazon Smile Account allows parents to shop on amazon and amazon will donate 0.5% of the price of eligible purchases to D.H. White Elementary.

STATUS:

We request that the board approve the Amazon Smile fundraiser.

PRESENTER:

Nicholas Casey, Principal

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

There is \$0 cost to the school or district.

RECOMMENDATION:

That the Board approves the Parent Teacher Club Amazon Smile Fundraiser to benefit D.H. White Elementary School.

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: November 9, 2021

Attachments: _____

From: Nicholas Casey, Principal

Item Number: 10.11

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

SUBJECT:

Request to Approve the Parent Teacher Club "Holiday Gift Shop" Fundraiser for D.H. White Elementary School

BACKGROUND:

Robyn's Nest Thrift Shop in Rio Vista will be donating items/trinkets for students to purchase for a holiday gift for family and/or friends.

STATUS:

We request that the Board approves the "Holiday Gift Shop" fundraiser.

PRESENTER:

Nicholas Casey, Principal

OTHER PEOPLE WHO MIGHT BE PRESENT: STAFF

COST AND FUNDING SOURCES:

There is \$0 cost to the school or district.

RECOMMENDATION:

That the Board approves the Parent Teacher Club "Holiday Gift Shop" fundraiser for D.H. White Elementary School.

Time allocated: 2 minutes

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: November 9, 2021

Attachments: X

From: Victoria Turk, Principal

Item Number: 10.12

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

SUBJECT:

Request to Approve the Professional Expert Agree with Stacy Bankston to provide Mental Health Professional Development to Rio Vista High School Staff Members

BACKGROUND:

Not only students, but educators suffered during the worldwide pandemic. In order to help our students recover from the trauma and stress of this event our educators must be healthy and emotionally fit. RVHS educators in conjunction with the therapist will develop a wellness plan that will enable them to address their own experiences, stress and anxiety. RVHS teachers will learn the skills to ensure their own well-being while ensuring they are capable of addressing student trauma.

STATUS:

Overview of Services

Once per month from November 2021-May 2022, the licensed therapist will facilitate a 2-hour presentation and therapeutic group workshop for RVHS staff. During this 2-hour period, the therapist will provide psychoeducation around depression, anxiety and the impact of chronic stress. Therapist will teach staff members a variety of strategies and skills to combat against symptoms they may be experiencing. Therapist will collaborate with staff members, in a therapeutic group format, to create individualized wellness plans that they can follow. Each month, therapist will provide an opportunity for the staff members to share their experiences in following their wellness plans, along with make modifications to plans, learn new coping skills and address any barriers to change.

PRESENTER:

Victoria Turk, Principal

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Cost not to exceed \$5,000 Community Development Grant

RECOMMENDATION:

That the Board approves the professional expert agreement with Stacy Bankston

Time allocated: 2 minutes

River Delta Unified School District

445 Montezuma Street
Rio Vista, CA 94571

Professional Expert Agreement

Under Section 45103 of the *Education Code*, professional experts employed "on a temporary basis for a specific project" are exempt from classified service. Professional experts must have a special skill or knowledge of a particular subject matter, derived from specialized training or expertise, often involving intensive academic preparation, or representing mastery of that subject. This agreement is for services which do not meet the criteria for Independent Contract Services and will be paid through payroll. Reimbursement will be reported as taxable compensation on statements of earnings (W-2). Applicable payroll deductions when appropriate including STRS and PERS will be made at the time of earned payments. It is understood that this agreement provides for a temporary position having no employment rights or benefits.

River Delta Unified School District agrees to Contract with Stacy Bankston for the services

performed from: November, 2021 to: June, 2022.

Services to be performed: Mental Health professional development for staff

Amount to be paid:

Budget # 01 9205 0 1902 321 1110 3900 \$ 5,000.00

Budget # _____ \$ _____

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

Paid Monthly not to exceed \$5,000

Pay Rate: \$ 150.00 per hour (hour, day, week, month, flat rate, stipend)

Requested by: Victoria Turk / Principal 10/ 27/2021
Title Date

Supervisor Approval: _____ / _____
Title Date

Director of Personnel Date

Assistant Superintendent, Business Services Date

NOTE: This form must be accompanied by the following:

I-9 Copy of Social Security Card
W-4 Copy of Driver's License
DE 4

Identify services completed and submit to payroll:
Completed: _____ Certifying Administrator

All obligations have been fulfilled
Additional payment requests will be forwarded to Payroll

Professional Expert Completes:	
Name _____	
S.S. # _____	
Address _____	
Telephone # _____	
_____ / _____	
Professional Expert Signature _____	Date _____
Do you have a valid CA teaching credential? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Are you presently or have you been a member of PERS Yes <input type="checkbox"/> No <input type="checkbox"/>	
STRS Yes <input type="checkbox"/> No <input type="checkbox"/>	
Are you presently an employee of RDUSD? Yes <input type="checkbox"/> No <input type="checkbox"/>	

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: November 9, 2021

Attachments: _____

From: Katherine Wright, Superintendent

Item Number: 10.13

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

SUBJECT:

Donations

BACKGROUND:

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

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: November 9, 2021

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 11

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

SUBJECT:

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 p.m. at the Rio Vista High School Theater

BACKGROUND:

This is an annual mandate to publicly set the Board's December Organizational meeting at its November meeting.

STATUS:

Currently, the District's December meeting is scheduled for Tuesday, December 21, 2021, Rio Vista High School Theater, 6:30 p.m. However, after receiving notification from the Sacramento County of Education, it has been confirmed that the District may hold its Regularly Scheduled and Annual Organizational Meeting on Tuesday, December 14, 2021, Rio Vista High School Theater, 6:30 p.m.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

No cost to set the Organizational Meeting of the Board of Trustees

RECOMMENDATION:

That the Board 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 General Open Session beginning at 6:30 p.m. at the Rio Vista High School Theater.

Time allocated: 3 minutes

SCHEDULING OF ANNUAL ORGANIZATIONAL MEETING

TO: David W. Gordon, County Superintendent
Sacramento County Office of Education
P.O. Box 269003
Sacramento, CA 95826-9003

FROM: _____ River Delta Unified School District

The annual organizational meeting of this district has been set for:

Date: December 14, 2021

Time: 6:30 p.m.

Place: Rio Vista High School Theater, Rio Vista , CA

This action was taken during the regular meeting *immediately preceding* December 10, 2021.

I hereby certify that all members and members-elect will be notified in writing of the time and place of the annual organizational meeting.

Signed: _____

Title: _____

Date: November 9, 2021

PLEASE NOTE: If the district does not confirm the scheduling of its annual organizational meeting, the County Superintendent of Schools shall set the date and time of the district's annual organizational meeting as required by Education Code section 35143.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 9, 2021

Attachments: x

From: Tammy Busch, Chief Business Officer

Item Number: 12

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

SUBJECT:

Request to Approve the Agreement with KeyAnalytics to Provide Project Tracking, Reporting and Compliance Services for Bond Related Expenditures

BACKGROUND:

The District sent out a Request for Qualifications and Proposal (RFQ) for Bond Program Accounting Software, Training and Support Services with a due date of August 26, 2021. The District received two proposals and conducted interviews with both firms. RGM Kramer, Inc. and Williams & Associates participated in the interview process.

STATUS:

KeyAnalytics will collaborate with Chief Business Officer and RGM Kramer to start the implementation process. They will provide document storage, quarterly reports for the Bond Oversight Committee, training and integrate document routing and e-signatures. KeyAnalytics will be able to pull financial information from the current financial management system.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Fees to be paid with Bond Funds: Implementation costs is \$7,500; monthly fee is \$3,500; annually \$42,00

RECOMMENDATION:

That the Board approves the agreement with KeyAnalytics for Project Tracking, Reporting and Compliance Services.

Time allocated: 3 minutes



**PROFESSIONAL SERVICES
AGREEMENT**

By and Between

KEYANALYTICS

and

**RIVER DELTA UNIFIED SCHOOL
DISTRICT**

for

***KeyAnalytics Operational
Support Services***

THIS AGREEMENT, commencing on November 1, 2021, by and between River Delta Unified School District, located in Sacramento County, California, a school district duly organized under the laws of the State of California (the "DISTRICT"), and C Financial Investment, Inc., a California corporation d.b.a. KEYANALYTICS (the "CONSULTANT").

WITNESSETH

WHEREAS, the DISTRICT has determined it has an immediate and ongoing need for the CONSULTANT to provide the professional consulting services set forth in Section I of this AGREEMENT including the referenced Exhibits attached hereto;

WHEREAS, the DISTRICT and the CONSULTANT have reasonably concluded that the described services herein do not currently constitute municipal advisory services as the term is applied by the SEC and the MSRB to firms acting as an advisor in connection with the analyzing, structuring or advising on matters related to the structuring and/or issuing of municipal securities;

WHEREAS, the CONSULTANT has disclosed that it is specifically not qualified to provide legal, or investment advice related to legal matters that impact the use or restrictions of certain funds or the investment of any DISTRICT funds as part of its services hereunder;

WHEREAS, the services required and described in this AGREEMENT are highly specialized and are not otherwise required by the DISTRICT except during periods when capital facilities are being funded and expended for its School Funding Program ("SFP"), for the ongoing maintenance and compliance related to any resulting municipal issuances, and/or State SFP applications; and

NOW, THEREFORE, it is mutually agreed as follows:

The DISTRICT hereby retains the CONSULTANT to perform the services, upon the terms, subject to the conditions, and in consideration of payments as hereinafter set forth.

I. SERVICES TO BE PROVIDED BY CONSULTANT

The CONSULTANT shall perform the services ("Consulting Services") set forth in the statement of work (the "Statement of Work") that is attached as Exhibit A to this AGREEMENT in a diligent manner consistent with the usual and customary professional standards. This AGREEMENT and the Statement of Work shall be referred to collectively herein as the "AGREEMENT".

The CONSULTANT may be directed by the DISTRICT in writing to perform supplemental tasks, analyses, expert testimony, or assignments related to the provision of the services in this AGREEMENT ("Special Related Consulting Services"). Such Special Related Consulting services are intended to supplement the Consulting Services as described herein as circumstances may, from time-to-time, require assistance with matters related to but not contemplated by this AGREEMENT.

II. COMPENSATION FOR SERVICES RENDERED

A. FEES

DISTRICT shall pay CONSULTANT a fee computed according to the fee schedule incorporated into the attached Statement of Work ("Fee Schedules") for the Consulting Services rendered. The DISTRICT agrees to pay, and the CONSULTANT agrees to receive as full compensation, for the rendering of any Special Related Consulting Services, based on the time and materials expended at a rate of \$250 per hour plus expenses as described herein.

B. REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES

Unless otherwise stated within the Fee Schedule, CONSULTANT shall be reimbursed for out-of-pocket expenses, which include extraordinary travel expenses, charges for outside services specifically requested by the DISTRICT, filing fees, other printing charges and other like expenditures -- provided that if any individual expense exceeds \$500.00, the CONSULTANT shall obtain the PRIOR WRITTEN APPROVAL of the DISTRICT's superintendent, chief business officer or facility planning representative -- each of whom shall be a DISTRICT employee. The CONSULTANT shall be reimbursed for such expenses upon submitting an itemized statement, therefore. These expenses shall be billed no more frequently than monthly, if incurred, and payable within thirty (30) days of receipt of the CONSULTANT's invoice.

C. INVOICES

Unless otherwise stated within the Fee Schedules, on or about the 15th day following each quarter during which Consulting Services are rendered hereunder, CONSULTANT shall deliver to DISTRICT an invoice for the Consulting Services performed and the reimbursable expenses incurred in the prior quarter. All fees and reimbursable expenses shall be payable within thirty (30) days of receipt of the undisputed CONSULTANT's invoice.

III. OTHER MATTERS

- A. **DISTRICT Facilities Data Stored on DATA VAULT:** The CONSULTANT will provide DISTRICT access to the CONSULTANT'S proprietary online **DATA VAULT** to manage, tag, upload, organize and store important documentation required for OPSC closeout audits, Federal reporting obligations and local DISTRICT revenue/funding sources compliance requirements. CONSULTANT shall take commercially reasonable steps to protect such data from loss or theft but shall not take extraordinary measures to protect data stored in the vault.

The DISTRICT is advised to retain copies of items stored in the vault and only to store non-confidential documents as part of utilizing this service.

- B. Severability:** Should any portion of the AGREEMENT be invalidated through legal proceedings; the remaining portions of the AGREEMENT shall remain valid and binding upon both parties.
- C. Sub-consultants:** The CONSULTANT may utilize inputs and data provided by the DISTRICT, DISTRICT consultants, or other third parties retained by the CONSULTANT without or at the direction of the DISTRICT. The CONSULTANT agrees that all payments to such sub-consultants retained by the CONSULTANT shall be the sole responsibility of the CONSULTANT.
- D. Independent Contractor Status:** The CONSULTANT and any and all agents and employees of CONSULTANT shall perform the services required pursuant to this AGREEMENT as an independent contractor, not as officers, employees or agents of the DISTRICT. In providing the Consulting Services contemplated by this AGREEMENT, the CONSULTANT shall maintain a professional working relationship with the DISTRICT.
- E. Indemnity:** The CONSULTANT shall indemnify, defend and hold the DISTRICT, its Board of Trustees, officers, agents, and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in court action with or in any manner arising out of the CONSULTANT'S performance of, or failure to perform, any of the duties contemplated by this AGREEMENT, unless such failure was caused in whole or in part by a negligent act or omission of the DISTRICT.
- The DISTRICT shall indemnify and hold the CONSULTANT, its officers, agents, and employees harmless from any and all actions or omissions to act which are the responsibility, in whole, or in part, of the DISTRICT. The obligation to indemnify and hold a party harmless as set forth herein shall include payment of any and all attorney's fees and other expenses which are the subject of such agreement to indemnify and hold harmless, in addition to any damages actually incurred.
- F. Taxes:** The CONSULTANT shall be liable and solely responsible for paying all required taxes, including, but not limited to, federal and state income taxes and social security taxes, on all amounts payable to the CONSULTANT. All payments to the CONSULTANT shall be reported to the appropriate State and Federal tax authorities as required.
- G. Amendment:** THIS AGREEMENT cannot be changed or supplemented orally and may be modified only by written instrument executed by all parties.
- H. Compliance with Law:** While performing the Consulting Services contemplated by this AGREEMENT, the CONSULTANT and the DISTRICT agree to comply with all applicable laws and regulations.

- I. **Work Records:** All documents developed under this AGREEMENT are and shall become the property of the DISTRICT. It is understood that and agreed that the DISTRICT'S right to documents produced by the CONSULTANT pursuant to this AGREEMENT shall not include and ownership interest, license or possession of any computer models, or databases.

The CONSULTANT shall be entitled to retain copies of all such documents and materials for a period of up to five (5) years following termination or expiration of this AGREEMENT. However, the data files shall remain the property of the DISTRICT.

- J. **Entire Agreement:** This AGREEMENT constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral relating to the Consulting Services to be provided in the AGREEMENT. Prior agreements not directly related to the services to be provided in this AGREEMENT shall remain in full force and effect.
- K. **Successors and Assigns:** The DISTRICT and the CONSULTANT each bind themselves, their partners, successors, legal representatives, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither the DISTRICT or the CONSULTANT shall assign or transfer their interest in the AGREEMENT without the consent of the other.
- L. **Execution of the AGREEMENT in Counterparts:** This AGREEMENT may be executed in several counterparts each of which shall be an original. Electronic signatures may be provided to this AGREEMENT or any amendment thereto consistent with the provisions of the California Uniform Electronic Transactions Act.
- M. **Term of the AGREEMENT:** The basic term of this AGREEMENT shall be five (5) years commencing on the date of signing hereof.
- N. **Renewal of the AGREEMENT:** At the expiration of the initial term, this AGREEMENT shall automatically renew on a month-to-month basis unless other wise terminated or extended for a longer term by mutual consent of the parties. Any renewal shall be considered an extension of the original agreement for the purpose of calculating fees.
- O. **Termination of the AGREEMENT:** This AGREEMENT may be terminated by either party, without cause, upon thirty (30) days written notice of either the DISTRICT or the CONSULTANT. All fees (other than hourly fees that shall be paid on an hourly basis notwithstanding termination) shall be prorated according to the percentage of work completed by the CONSULTANT on the date of DISTRICT termination of other consulting services to be provided under this AGREEMENT and are due and payable no later than the effective date of termination.
- P. **Fee Disputes:** The parties agree to work cooperatively to resolve any fee disputes that arise during the term of this AGREEMENT. Should such efforts fail to resolve any dispute(s), the parties agree that any legal costs incurred to enforce the terms of this agreement shall be recoverable by the prevailing party.

Q. Notices: Except for invoices submitted by the CONSULTANT, all notices, or other communications to either party by the other shall be deemed given when made in writing and delivered, mailed, or send by electronic transmission to such party at their respective addresses as follows:

If to DISTRICT:

Tammy Busch
Chief Business Official
River Delta Unified School
District
445 Montezuma Street
Rio Vista, CA 94571
Phone: (707) 374-1715
tbusch@rdusd.org

If to CONSULTANT:

Steven Glad
Executive Vice President,
KeyAnalytics
555 Corporate Drive, Ste 100
Ladera Ranch, CA 92694
Phone: (949) 282-1077
sgald@calschools.com

All notices shall be effective immediately upon personal delivery or electronic transmission; or on the first business day after delivery to an overnight delivery service, or on the third business day if mailed, postage prepaid.

IV. DISPUTE RESOLUTION

The DISTRICT and the CONSULTANT shall use good faith efforts to resolve all disputes informally through direct discussions between the DISTRICT and a representative of the CONSULTANT to be appointed by the CONSULTANT for this purpose.

If the parties cannot resolve their dispute by direct consultation, the dispute shall be referred to mediation through the offices of Judicial Arbitration and Mediation Services (JAMS) at the JAMS office which is geographically most closely located to the chief administrative office of the DISTRICT. The parties shall jointly attempt to agree on a mediator from a list of mediators provided by JAMS but if they cannot so agree, they shall request that JAMS provide the parties with a list of potential mediators containing an odd number of not less than five, and the DISTRICT and the CONSULTANT shall alternatively strike one name from the list with the last remaining name deemed to be the mediator selected by the parties

If the dispute is not resolved in mediation, the matter shall then be submitted to binding arbitration through JAMS and such arbitration shall be conducted pursuant to the JAMS Streamlined Arbitration Rules & Procedures.

Nothing contained herein shall limit either party from seeking injunctive or equitable relief from a court of competent jurisdiction, provided that such injunctive or equitable relief shall be solely in addition to, and not in substitution for the dispute resolution process otherwise provided herein. The prevailing party in any arbitration or litigation procedure shall be entitled, in addition to any other relief to an award of reasonable attorney's fees incurred.

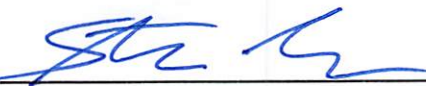
IN WITNESS WHEREOF, the DISTRICT has caused these presents to be properly executed and the CONSULTANT has caused this AGREEMENT to be properly executed, as of the date hereinafter set forth.

RIVER DELTA UNIFIED SCHOOL DISTRICT

By: _____

Tammy Busch
Chief Business Official

KEYANALYTICS INC

By:  _____

Steven Gald
Executive Vice President

EXHIBIT A
STATEMENT OF WORK

KEYANALYTICS

*Project Tracking/Reporting &
Ongoing Compliance Support Services*



STATEMENT OF WORK

KEYANALYTICS PROJECT TRACKING AND REPORTING SERVICES

SERVICES TO BE PROVIDED BY CONSULTANT

The CONSULTANT shall provide its *KeyAnalytics Project Tracking, Reporting and Compliance Services* needed to assist the DISTRICT in developing, implementing, and overseeing a *Facilities Financial Management, Reporting and Compliance System* that is integrated with the DISTRICT's existing fiscal system operated by the County and/or the DISTRICT. The CONSULTANT shall receive financial data from the DISTRICT at least monthly in a form exported from the DISTRICT's Fiscal System to be uploaded by the CONSULTANT to its proprietary *KeyStone* Platform. The Financial Management and Reporting System is designed to support and enhance the ability of the DISTRICT needed for tracking all major aspects of its Measure QS School Facilities Improvement Program ("SFIP").

Set forth below are the major service areas and requirements that the CONSULTANT will assist the DISTRICT with under this AGREEMENT.

I. PROJECT TRACKING AND REPORTING SERVICES

These project tracking and reporting support services consist of the following:

- A. TRACKING MULTIPLE REVENUE SOURCES:** The CONSULTANT will track all revenue/funding sources as applicable.
- B. PROJECT BUDGETS:** The CONSULTANT will track the project **BUDGETS**, changes to the budgets, and the impact of those changes to the DISTRICT'S overall revenue on a cumulative basis.
- C. PROJECT EXPENDITURES:** The CONSULTANT will track the project **EXPENDITURES** from each revenue/funding source individually and on a **CUMULATIVE** basis, from project inception to closeout.
- D. PURCHASE ORDERS AND CONTRACTS:** The CONSULTANT will track **PURCHASE ORDERS** and **CONTRACTS** from the all revenue/funding sources on a cumulative basis.
- E. INVESTMENT EARNINGS, TRANSFERS, AND DEPOSITS:** The CONSULTANT will track investment earnings, transfers, deposits, and other fund account activities from each revenue/funding source on a cumulative basis.

- F. **ELECTRONIC DATA UPLOADS:** The CONSULTANT will electronically **UPLOAD** financial data directly from the Sacramento County QSS reports **without** manual entry or change to the DISTRICT'S accounting procedures and internal controls. This upload feature eliminates the need for DISTRICT staff to double enter the same data twice, once into the County's system and then again to a spreadsheet, or other standalone database, thereby preventing data transposition and errors.
- G. **CASH RECONCILIATION:** The CONSULTANT will **RECONCILE** fund account(s) with the Sacramento County General Ledger reports and reconcile to cash balances in each period for accuracy. This feature will enable the DISTRICT to avoid **OMISSIONS** of expenditures or other transactions that affect cash balances.
- H. **SORT AND GROUP DATA:** *CFS' KEYSTONE* Platform will provide the DISTRICT with tools to **SORT** and **GROUP** the funding source data in a variety of ways from a **MICRO** transaction level to a **MACRO** program level.
- I. **TEN SPECIALTY REPORTS:** Under the CONSULTANT'S Operational Support Services, the DISTRICT will have access to ten (10) specialty reports that are designed to meet the need for information from a summary, Board update level, to a transactional, staff and auditor detail level.
- J. **SECURE ONLINE ACCESS:** The CONSULTANT'S Operational Support Systems will provide the DISTRICT'S **AUTHORIZED** staff and construction team with **SAFE** and **SECURE** access to *CFS KEYSTONE* Platform from anywhere an internet connection is available.
- K. **NO EXTRA FEES:** The CONSULTANT will **not** charge any additional license fees, web user fees, or extra staff navigation and training fees.

II. STATE AND LOCAL COMPLIANCE SERVICES

These compliance support services consist of the following:

- A. **CITIZEN'S OVERSIGHT COMMITTEE REPORTING REQUIREMENT:** The CONSULTANT will provide the Measure QS **CITIZEN'S OVERSIGHT COMMITTEE** ("COC") with accurate and concise expenditure reports that are mandated by the Prop. 39 statues on a quarterly basis. These reports include the DISTRICT'S Board approved priority Measure QS SFIP projects, project timelines, project scope, construction progress status and pictures, and detailed project expenditures.

- B. ANNUAL REPORTS FROM THE COC TO THE BOARD:** This report is mandated by the Measure QS COC Bylaws. The CONSULTANT will assist the COC in preparing this Annual Report to the Board which will reflect the COC members' meeting activity in the preceding year as it relates to the Measure QS SFIP project priorities, project times, and project expenditures.

III. EXPANDED SERVICES AVAILABLE

These expanded compliance support services consist of the following:

- A. G.O. BOND PERFORMANCE AUDIT REQUIREMENT:** The CONSULTANT will assist the DISTRICT'S independent auditors with the financial information needed to prepare the mandated annual Performance Audit.
- B. OPSC EXPENDITURE REPORTING REQUIREMENTS:** For State eligible projects, the CONSULTANT will assist the DISTRICT with tracking project **EXPENDITURES** in the OPSC reporting format on a **CUMULATIVE** basis.
- C. OPSC ANNUAL FILINGS REQUIREMENTS:** For State eligible projects, the CONSULTANT will prepare the State's **ANNUAL** and **FINAL** expenditure reports and **50-06 FORMS** according to OPSC defined categories and guidelines.
- D. OPSC PROJECT INFORMATION WORKSHEET (PIW) FILING REQUIREMENT:** For State eligible projects, the CONSULTANT will prepare and file the PIW as required by OPSC in the beginning of the project, one year from the date of the first fund release, and upon final project closeout.
- E. OPSC CLOSEOUT AUDIT REQUIREMENTS:** For State eligible projects, the CONSULTANT will assist the DISTRICT with the OPSC **CLOSEOUT** audit, including responding to OPSC correspondence, requests for backup documentation of reported transactions, and 15-day letters.
- F. OPSC PROJECT PROGRESS REPORT REQUIREMENT:** The CONSULTANT will prepare State project **PROGRESS REPORTS** every 18 months regarding project construction progress for the State eligible projects.
- G. OPSC REPORTING OF PROJECT SAVINGS REQUIREMENT:** The CONSULTANT will assist the DISTRICT in preserving State funds and limiting the return of any, if any, project savings back to OPSC.

- H. TAX CERTIFICATE RECORDKEEPING AND ALLOCATION REQUIREMENT:** In addition to tracking all revenue/funding sources, the CONSULTANT will provide the DISTRICT access to its proprietary *DATAVAULT*, which is a paperless data repository system for tagging, cataloging, and storing important documents for general record keepings as well as retrieval of important documents in the event of a potential audit by the OPSC, IRS, and/or OPSC.

COMPENSATION FOR CONSULTANT SERVICES

The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of the *KeyAnalytics Project Tracking, Reporting and Compliance Services*, as described above, the following amounts:

- A. **MONTHLY FEES:** A monthly fee of **\$3,500** for the above CONSULTANT's ongoing *KeyAnalytics Project Tracking, Reporting and Compliance Services listed in Sections I and II above* including uploading data and providing general support and assistance in reconciling future financial data and preparing reports for DISTRICT staff, DISTRICT auditors, and the COC as directed by the DISTRICT, and *KeyDocs*.
- B. The **one-time setup fee of \$10,000 will be reduced to \$5,000** for the DISTRICT for the software system setup to match DISTRICT accounts and projects and will include set up and upload of FY 2020 to current. **One time set up fee of \$2,500** for *KeyDocs* integrated document routing and e-signature platform.
- C. **STAFF TRAINING:** Upon request, the CONSULTANT will provide the DISTRICT staff training sessions, as needed, up to ten (10) hours per month, regarding the use and access to the KeyAnalytics proprietary *KeyStone Platform* at no additional expense when performed from KeyAnalytics offices. The CONSULTANT will only bill the DISTRICT for direct travel expenses when staff training is preformed outside of KeyAnalytics offices.
- D. **PAYMENT OF FEES:** Such fees are payable quarterly by the DISTRICT to the CONSULTANT, which will be billed quarterly as of the first day of *January, April, July, and October* of each year.
- E. **OTHER REQUESTED SPECIAL RELATED AND EXPANDED SERVICES:** A fee of \$250 per hour for assistance by the CONSULTANT for Expanded Services listed in Section III above and special data requests, expanded compliance services, attendance of COC meetings and other special related consulting services periodically requested by the DISTRICT. Any of these additional services will only be provided by the CONSULTANT at such times as authorized by the DISTRICT.
- F. **DATA VAULT STORAGE:** Storage of DISTRICT selected Program documentation for seven (7) years is included in the above annual fee for services for so long as the CONSULTANT is continuously providing *KeyAnalytics Operational Support Services* set forth in this AGREEMENT. *After seven (7) years, the DISTRICT may maintain its active DATA VAULT for a fee of \$250 per year or request the DISTRICT data be transferred to a storage medium provided to the CONSULTANT by the DISTRICT.*

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 9, 2021

Attachments: x

From: Tammy Busch, Chief Business Officer

Item Number: 13

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

SUBJECT:

Request to Approve the Independent Contract for Services Agreement with DIXON SmartSchoolHouse, LLC to Provide Facility Development Coordination, Oversight and Assist the District in Negotiations with Land Developers

BACKGROUND:

The Superintendent and Chief Business Officer met with the District's facilities partners to determine who can provide their expertise in negotiating with land developers on what is in the best interest of the District, students, and community when finalizing a school agreement. It was determined the District needs a point person to coordinate the gathering and disseminating of information, developing a plan and budgets with the District and the District's facilities partners.

STATUS:

DIXON SMartSchoolHouse was identified as an agency with expertise in the areas and will collaborate with Superintendent, Chief Business Officer, and the District's facilities partners as the District moves forward with determining the facility and program needs of the District and students, coordinate in gathering information, developing a plan and a budget and assist the District in negotiating with the land developers.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

Kathy Wright, Superintendent

COST AND FUNDING SOURCES:

Not to exceed \$25,000 to paid with Developer Fee Funds (Fund 25)

RECOMMENDATION:

That the Board Approves the Independent Contract for Services Agreement with DIXON SmartSchoolHouse LLC to Provide Facility Development Coordination, Oversight and Assist the District in Negotiations with Land Developers

Time allocated: 3 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

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

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

- TERM:** The term of this agreement is from October 7, 2021 through June 30, 2022. Extension or renewal requires approval of DISTRICT or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT or authorized representative.

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

- CONSULTANT SERVICES:** CONSULTANT agrees to perform, during the term of this agreement, the tasks obligations and services detailed as follows:

See Attached Proposal

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

The fee structure is \$125 per hour for twice a week for phone, email, and text messaging.
\$1250 per day for in-person meetings
Not to exceed \$25,000

All payments will be based on invoices submitted to DISTRICT by CONSULTANT and approved by DISTRICT'S authorized representative. The CONSULTANT shall provide an itemization of costs on submitted invoice.

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

Independent Contractor Agreement

Page 2

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

Creating Excellence To Ensure That All Students Learn

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

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

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

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

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

CONTRACTOR/CONSULTANT:

RIVER DELTA UNIFIED SCHOOL DISTRICT:

DIXON SmartSchoolHouse LLC 10/8/21
Printed/Typed Name Date

Tammy Busch 10-7-2021
Requested By Date

Social Security Number/Federal Tax ID Number

Approval Signature Date

Address State Zip

Budget Code (Name & Coding)

Contact Phone and Email joe@dixonssh.com

Board of Trustees Action Date

Joe Dixon
Signature (Contractor/Consultant Authorized Representative)

Consultant must answer the two questions below:

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

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



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1651
(707) 374-1700 Fax (707) 374-2995

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

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

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

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

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

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

Joe Dixon
Signature of Authorized Representative

10/8/21
Date Signed

Joe Dixon
Typed/Printed Name of Authorized Representative

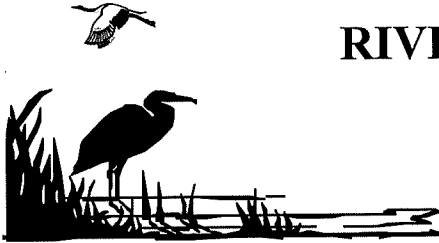
DIXON SmartSchoolHouse LLC
Company Name

Address, Email & Phone: joe@dixonssh.com

1/14/08

Creating Excellence To Ensure That All Students Learn

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



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

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

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

10. Description of Duties:

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

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

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

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

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

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

Kathy Wright, Superintendent

Date

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

Creating Excellence To Ensure That All Students Learn

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



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

Attachment to Superintendent's Statement

DISTRICT'S CONFLICT-OF-INTEREST CODE

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

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

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

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

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

1/14/08

Creating Excellence To Ensure That All Students Learn

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



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street

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CONTRACTOR INSURANCE REQUIREMENTS

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

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

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

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

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

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

Creating Excellence To Ensure That All Students Learn

Bates School
Clarksburg Elementary

Isleton School
Riverview School
River Delta High/Elementary School

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

Delta High School
Rio Vista High School

Wind River School
Mokelumne High School

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

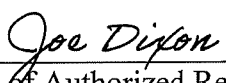
Subcontractors and Suppliers—If the Contractor should sublet any work to another party (subcontractor), Contractor guarantees that such subcontractor shall indemnify the District as set forth in this agreement and shall carry insurance as set forth in these requirements prior to permitting subcontractor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

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

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

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

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

 Signature of Authorized Representative Joe Dixon	10/8/21 Date Signed DIXON SmartSchoolHouse LLC
Typed/Printed Name of Authorized Representative	Company Name
Address, Email & Phone: _____ joe@dixonssh.com	_____

1/14/08

Creating Excellence To Ensure That All Students Learn

- | | | | | |
|------------------------------------|----------------------------------|---------------------------------|-----------------------|-----------------------|
| Bates School | Isleton School | Walnut Grove School | Delta High School | Wind River School |
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BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 9, 2021

Attachments: X

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 14

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

SUBJECT:

Request to Approve a Revision (to be added as Appendix D) of the River Delta Unified School District Master Plan for English Learner Success

BACKGROUND:

The River Delta Unified School District (RDUSD) serves a diverse group of students with the goal of "Creating Excellence to Ensure All Students Learn." River Delta Unified School District is committed to providing our English learners with the most positively impactful educational experience. These students come to us with a wide range of rich experiences, skills and strengths. Their potential is limitless. The RDUSD Master Plan for English Learner Success clearly articulates a comprehensive vision for English learners' success and captures the hopes and aspirations of their parents, teachers, support staff, administrative staff and community members. It articulates the Six Key Principles for EL Instruction¹, describes our approach to English language development, and explains the model for instruction being implemented districtwide. Most importantly, this Master Plan for English Learner Success responds directly to the data collected from our systematic review of our classroom practices and procedures and student interactions. In an effort to create continuity between parent resources and information available to the public, RDUSD would like to add the following subsections to the District Master Plan for English Learner Success:

- Choosing a Language Acquisition Program
- Academic Language and Literacy Program (ALL)
- Dual Language Immersion (DLI) Program
- How to enroll your child in a Language Acquisition Program
- How to request the Establishment of a New Program at a School

STATUS:

RDUSD would like to add the indicated sections in an effort to create continuity between parent resources and information available in the parent handbook as well as located on the district website. Board approval is necessary for this revision.

PRESENTER: Nicole Latimer, Chief Educational Services Officer, Carrie Norris, Principal and Coordinator of EL Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: No cost to the district.

RECOMMENDATION:

That the board approve a revision (to be added as Appendix D) to include the updated information for the River Delta Unified School District Master Plan for English Learner Success

Time allocated: 2 minutes

Choosing a Language Acquisition Program

Parents or guardians may choose a language acquisition program that best suits their child (EC Section 310). Language acquisition programs are educational programs designed to ensure English acquisition occurs as rapidly and effectively as possible. They provide instruction to English learners based on the state-adopted academic content standards, including English language development (ELD) standards (20 U.S.C. Section 6312[e][3][A][iii],[v]); EC Section 306[c]).

Language Acquisition Programs Offered Schools are required to offer, at a minimum, a Structured English Immersion (SEI) program option (EC Section 305[a][2]). RDUSD offers the following language acquisition programs:

Academic Language and Literacy Program (ALL):

All students identified as English learners will be placed in RDUSD's Academic Language and Literacy (ALL) instructional model and will receive appropriate additional supports to meet their language development needs including integrated and designated English language development (ELD), before and after school supports as appropriate, primary language support when possible, and academic interventions. * (ALL) encompasses the program formerly known as ELM and SEI in RDUSD.

Dual-Language Immersion (DLI) Program:

A language acquisition program also referred to as Two-Way Immersion that provides language learning and academic instruction for native speakers of English and native speakers of another language with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding. This program begins in Kindergarten and continues to 19b sixth grade. (This program is in the first year of implementation in Kindergarten at Bates Elementary School using a 90-10 model-Spanish)

***How to Enroll Your Child in a Language Acquisition Program:**

All identified English Learners will be enrolled in the Academic Language and Literacy Program. (ALL) For any other program, please submit a verbal or written request to the office at your child's school.

***How to Request the Establishment of a New Program at a school:**

Parents or guardians may choose a language acquisition program that best suits their child. Schools in which the parents or guardians of 30 students or more per school or the parents or guardians of 20 students or more in any grade request a language acquisition program that is designed to provide language instruction shall be required to offer such a program to the extent possible (20 U.S.C. Section 6312[e][3][A][viii][III]); EC Section 310[a]). If interested in a different program from those listed above, please contact Nicole Latimer, Chief Educational Services Officer, at 707-374-1700 to ask

about the process or e-mail Carrie Norris, Coordinator Of EL Services at cnorris@rdusd.org for the New Program Request form. (New Program Request forms are also located in the school offices.) Parents or guardians may provide input regarding language acquisition programs during the development of the Local Control and Accountability Plan (EC Section 52062). Although schools have an obligation to serve all EL students, parents or guardians of English learners have a right to decline or opt their children out of a school's EL program or out of particular EL services within an EL program. If parents or guardians opt their children out of a school's EL program or specific EL services, the children retain their status as English learners. Students may not be opted out of the ELPAC exam. The school remains obligated to take the affirmative steps required by Title VI of the Civil Rights Act of 1964 and the appropriate actions required by the Equal Education Opportunity Act of 1974 to provide EL students access to its educational programs (20 U.S.C. sections 1703[f], 6312[e][3][A][viii]).

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 9, 2021

Attachments: X _____

From: Katherine Wright, Superintendent

Item Number: 15

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

SUBJECT:

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

BACKGROUND:

The 2020 census data has been received and population of each Trustee Areas have been analyzed by the Department of Technology in the County of Sacramento's by one of its GIS Analyst. If the population range falls within the allowable 10% of each Trustee Area, the District is not required to redraw its Trustee Area Boundaries. However, if the population range is greater than 10%, the District is mandated by California Educational Code 5019.5 to redraw the Trustee Areas to equalize the population range.

STATUS:

It has been determined that the population range of the Trustee Areas is greater than the allowable 10% of each Trustee Area. Therefore, the Board of Trustees must have a redistricting plan created to adjust the Trustee Area boundaries.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:




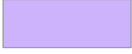
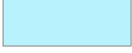


\$126.00 per hour, approximate 30-40 hours to create plans and provide analyses. Additional costs may be required if multiple presentations from the GIS Analyst are required. Another District with similar services was approximately 59 hours, which included several in-person meetings at the District Office as well as Board presentations. We estimate that River Delta USD's costs will run from \$3,780-\$6300 – General Fund

RECOMMENDATION:

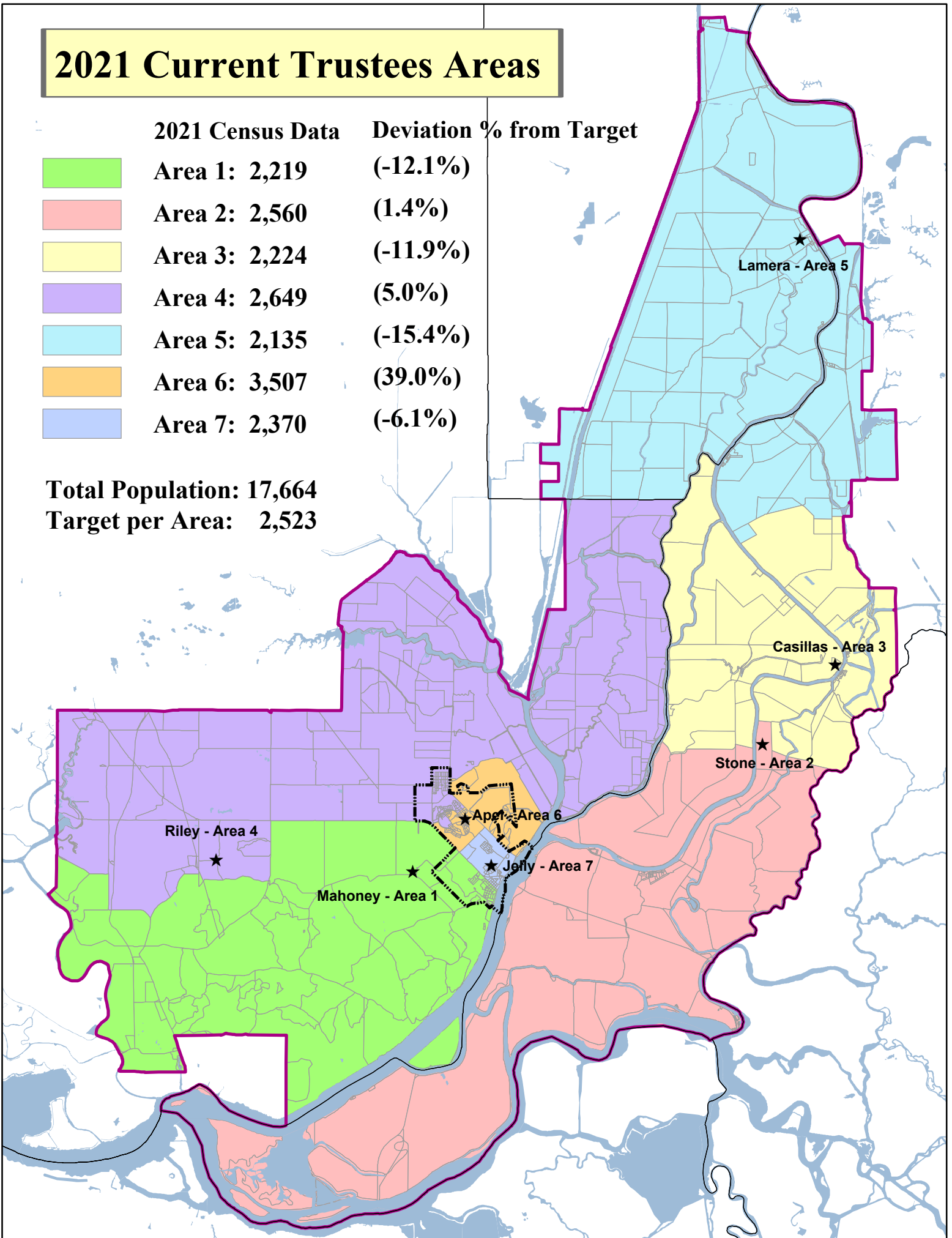
That the Board reviews the data provided, provide direction to the Superintendent, acknowledges that the population range of the Trustee Areas is greater than the allowable 10% of each Trustee Area, approve a contract for services with the Sacramento County Department of Technology to provide analyses, create Trustee Area Redistricting Plan and provide a presentation to the Board at a Meeting of the Board of Trustees, if requested.

Time allocated: 5 minutes

2021 Current Trustees Areas

	2021 Census Data	Deviation % from Target
	Area 1: 2,219	(-12.1%)
	Area 2: 2,560	(1.4%)
	Area 3: 2,224	(-11.9%)
	Area 4: 2,649	(5.0%)
	Area 5: 2,135	(-15.4%)
	Area 6: 3,507	(39.0%)
	Area 7: 2,370	(-6.1%)

Total Population: 17,664
Target per Area: 2,523



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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 9, 2021

Attachments: x

From: Tammy Busch, Chief Business Officer

Item Number: 16

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

SUBJECT:

Request to Approve Agreement with AMS.net to Install Cable and IP Speakers at Rio Vista High School and D.H. White Elementary School

BACKGROUND:

Rio vista High School has the need for 10 IP speakers in the Ag building, office and portables and D.H. White Elementary School has the need for 2 IP speakers for the new modular classrooms that were installed. The current speakers at Rio Vista High School are analog and are not working. This creates a safety issue on their campus.

STATUS:

AMS.net has assigned a project manager and will collaborate with staff on installation of cable and replace analog speakers with digital speakers to work with the District's current system.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

The cost for the IP speakers, cable and installation is \$34,853.27. The General Maintenance Funding account will be the source of funding.

RECOMMENDATION:

That the Board approves the agreement with AMS.net for installation of IP speakers and cable in the amount of \$34,853.27 for Rio Vista High School and D.H. White Elementary School

Time allocated: 3 minutes



AMS.NET
Technology Solution Provider

Technology Solution Proposal



Executive Summary

Introduction

The AMS.NET team is pleased to have the opportunity to present the following proposal to River Delta Unified School District. Our proposal details the products, technologies, and services offered by our organization. The solutions proposed are based on our discussions with River Delta Unified School District and our extensive experience delivering business outcomes to similar organizations for more than 25 years. Our industry expertise, technology vision and people enable us to deliver a unique customer experience and successful implementation.

AMS.NET, Inc. is able to provide a full line of products, services and support for the following technologies:

- Collaboration/Video
- Paging/Messaging
- Wireless/Mobility
- Network Infrastructure/Storage
- Data Center/Virtualization
- Network Security/Content Security/Cyber Threat
- Physical Security/Video Surveillance
- Structured Wiring
- Maintenance/Managed Services

Please refer to our customer price quote that is included in this proposal for specific manufacturers, parts, pricing and professional services proposed as a part of this solution.

Thank you for the opportunity to be of service.

Best Regards,



Jared Bayless
AMS.NET, Inc.



Project Cost Summary – RDUSD – RVHS and WES – IP Speaker Equipment and Cabling Project

Project Information

River Delta Unified School District - RVHS and WES - IP Speaker Cabling and Equipment - 95373
 Project # 95373
 September 29, 2021

Account Manager

Jared Bayless
 jbayless@ams.net
 (925) 245-6186

AMS Quote #	Description	Subtotal	Taxes	Total
Q-00056470	RVHS - IP Speakers - 95373	\$12,134.23	\$874.18	\$13,008.41
Q-00056539	DH White ES - IP Speakers - 95373	\$2,258.46	\$163.17	\$2,421.63
Q-00056869	DH White ES - IP Speaker Cabling	\$1,724.76	\$17.46	\$1,742.22
Q-00056871	Rio Vista HS - IP Speaker Cabling	\$17,446.79	\$234.22	\$17,681.01

Project Summary

Project Total	\$33,564.24
Estimated Total Taxes	\$1,289.03
Grand Total	\$34,853.27

Vendor: AMS.NET
 Address: 502 Commerce Way, Livermore, CA 94551
 Phone: 925-245-6100
 SPIN: 143005880



Customer Quotations

Customer

River Delta Unified School District
 445 Montezuma St Rio Vista, CA 94571-1651
 ATTN: Tammy Busch

Project Name	River Delta Unified School District - RVHS and WES - IP Speaker Cabling and Equipment - 95373
Project #	95373
Account Mgr.	Jared Bayless
AM Phone	(925) 245-6186
AM Email	jbayless@ams.net
Inside Account Mgr.	Teri Edwards
IAM Phone	(925) 245-6149
IAM Email	tedwards@ams.net

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00056470, RVHS - IP Speakers - 95373					
1	IP-SDMF 8" In-Wall PoE+ IP Loudspeaker Endpoint with Microphone, LCD Display, and Flashers	Atlas Sound	9.00	\$934.69	\$8,412.21
2	IP-SEA-SD Surface Mount Slanted Enclosure for IP-8SCM, IP-SDM, IP-SDMF, IP-SDH , IP-SDM, IP-SDMFLED	Atlas Sound	9.00	\$69.54	\$625.86
3	IP-HVP High Output Horn Indoor / Outdoor PoE+ Vandal and Weather Resistant IP Endpoint	Atlas Sound	2.00	\$714.34	\$1,428.68
4	IP-SEST-HVP Surface Mount Straight Enclosure for IP-HVP Only, Stainless Steel, White	Atlas Sound	2.00	\$146.24	\$292.48
5	AMS-NI-PAG-SPEAKER Labor: for IP Speaker - Registration to customers existing Singlewire deployment and configuration into existing speaker groups. Customer to provide licenses. (Mounting not Included)	AMS.NET	11.00	\$125.00	\$1,375.00
6	AMS-FREIGHT Freight and Handling	None	1.00	\$0.00	\$0.00
Subtotal:					\$12,134.23
Estimated Tax:					\$ 874.18
Quote Total:					\$13,008.41



Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00056539, DH White ES - IP Speakers - 95373					
1	IP-SDMF 8" In-Wall PoE+ IP Loudspeaker Endpoint with Microphone, LCD Display, and Flashers	Atlas Sound	2.00	\$934.69	\$1,869.38
2	IP-SEA-SD Surface Mount Slanted Enclosure for IP-8SCM, IP-SDM, IP-SDMF, IP-SDH , IP-SDM, IP-SDMFLED	Atlas Sound	2.00	\$69.54	\$139.08
3	AMS-NI-PAG-SPEAKER Labor: IP Speaker Configuration (Mounting not Included) Registration to customers existing Singlewire deployment and configuration into existing speaker groups. Customer to provide licenses.	AMS.NET	2.00	\$125.00	\$250.00
4	AMS-FREIGHT Freight and Handling	None	1.00	\$0.00	\$0.00
				Subtotal:	\$2,258.46
				Estimated Tax:	\$ 163.17
				Quote Total:	\$2,421.63

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00056869, DH White ES - IP Speaker Cabling					
1	NK688M1W NETKEY CAT6 JACK IW	Panduit	4.00	\$5.98	\$23.92
2	NK2BX1WA 2-PORT SURFACE MNT BOX	Panduit	2.00	\$2.12	\$4.24
3	86B6SL-3-6 PATCH CORD CAT6 BLU 3FT ea, w/boots slimline	Arrow Wire & Cable	4.00	\$2.16	\$8.64
4	10136339 - 100 Berk-tek LANmark-6 UTP Riser - 100ft	Berk-Tek	2.00	\$18.59	\$37.18
5	LD101W10A RACEWAY P/FT	Panduit	10.00	\$3.25	\$32.50
6	DCF101WX DROP CEILING FTG	Panduit	4.00	\$2.07	\$8.28
7	AMS-CP-CONSUMABLES Cabling Consumables: Tape,String, Labels, Lube	Cabling	1.00	\$50.00	\$50.00
8	AMS-CP-HARDWARE Cabling: Mounting Hardware	Cabling	1.00	\$50.00	\$50.00
9	AMS-FREIGHT Freight and Handling	None	1.00	\$0.00	\$0.00



10	AMS-CI-CT-PW AMS.NET will install (1) CAT6 cable between the existing IDF location and the (2) IP Clock/Speaker locations identified during the site walk with the customer.	AMS.NET	8.00	\$135.00	\$1,080.00
11	AMS-CI-SPEAKER-MOUNT Labor: Clock/Speaker Surface Installation/Mount	AMS.NET	2.00	\$125.00	\$250.00
12	AMS-CI-PM-FOC Labor: Project Manager - Cabling	AMS.NET	1.00	\$180.00	\$180.00
				Subtotal:	\$1,724.76
				Estimated Tax:	\$ 17.46
				Quote Total:	\$1,742.22

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00056871, Rio Vista HS - IP Speaker Cabling					
1	NKPP24FMY NETKEY 24PT FLUSH MT PTCH PANEL	Panduit	1.00	\$30.85	\$30.85
2	S89D MOUNTING BRACKET	SIEMON	4.00	\$2.69	\$10.76
3	NKFP12W 12 PORT PANEL	Panduit	4.00	\$14.31	\$57.24
4	NK688M1W NETKEY CAT6 JACK IW	Panduit	30.00	\$5.98	\$179.40
5	7133800 UTP 23/4PR CAT6 GS6 PVC Blue General Cable Copper Cabling Boxed (Reel) Cable - Copper	General Cable	2.00	\$214.50	\$429.00
6	NK2BX1WA 2-PORT SURFACE MNT BOX	Panduit	15.00	\$2.12	\$31.80
7	10139885 - 100 LANmark-6 OSP - 100ft	Berk-Tek	6.00	\$50.05	\$300.30
8	86B6SL-3-6 PATCH CORD CAT6 BLU 3FT ea, w/boots slimline	Arrow Wire & Cable	30.00	\$2.16	\$64.80
9	RAF101WX DUCT RT ANGL FTG	Panduit	10.00	\$1.62	\$16.20
10	OCFC10IW-X LD10 outside corner - IW Panduit Surface Raceway Wire Management	Panduit	4.00	\$1.62	\$6.48
11	LD101W10A RACEWAY P/FT	Panduit	200.00	\$3.25	\$650.00
12	ICF10IW-X LD10 inside corner - IW Panduit Surface Raceway Wire Management	Panduit	4.00	\$1.62	\$6.48

13	DCF101WX DROP CEILING FTG	Panduit	4.00	\$2.07	\$8.28
14	JB11WA 1-PIECE JUNCTION BOX	Panduit	10.00	\$5.85	\$58.50
15	65970 3/4" EMT 10' Pipe (Per 10ft Pricing)	Platt Electric	30.00	\$12.87	\$386.10
16	641064 3/4" EMT Connector	Platt Electric	6.00	\$1.70	\$10.20
17	641068 3/4" EMT Coupler	Platt Electric	30.00	\$1.77	\$53.10
18	158452 3/4" Universal Strut Strap	Platt Electric	90.00	\$1.36	\$122.40
19	65992 3/4" Liquid Tight (Per ft Pricing)	Platt Electric	20.00	\$2.50	\$50.00
20	66773 3/4" Liquid Tight Connector	Platt Electric	10.00	\$3.86	\$38.60
21	65975 3/4" Rigid Coupler	Generic-Conduit	10.00	\$3.72	\$37.20
22	AMS-CP-HARDWARE Cabling: Mounting Hardware	Cabling	1.00	\$50.00	\$50.00
23	CAT16HP4Z34 1IN JHOOK TO 4Z34 TO WIRE-ROD-FLANGE	Erico	30.00	\$3.47	\$104.10
24	AMS-CP-CONSUMABLES Cabling Consumables: Tape,String, Labels, Lube	Cabling	1.00	\$50.00	\$50.00
25	AMS-CP-HARDWARE Cabling: Mounting Hardware	Cabling	1.00	\$50.00	\$50.00
26	AMS-FREIGHT Freight and Handling	None	1.00	\$80.00	\$80.00



27	<p>AMS-CI-CT-PW AMS.NET will install (1) CAT6 cable between the existing MDF/IDF location and the (15) IP Clock/Speaker-Outdoor Speaker locations identified during the site walk with the customer.</p> <p>Main building:</p> <ul style="list-style-type: none"> - One outside the main office in the hallway - One Inside the cafeteria - One outside the cafeteria in the hallway - One in the media center / library on the west wall near the black IDF cabinet <p>Woodshop:</p> <ul style="list-style-type: none"> - One in the classroom area next to the IDF switch - One in the woodshop area above the window separating the woodshop area and classroom <p>Portable 101 (ILS):</p> <ul style="list-style-type: none"> - One inside the classroom on the east wall <p>Portable 10 (Culinary):</p> <ul style="list-style-type: none"> - One inside the classroom on the east wall <p>AG Building:</p> <ul style="list-style-type: none"> - One inside the classroom on the east wall - One inside the workshop area on the south wall <p>Gym building:</p> <ul style="list-style-type: none"> - Two speakers outside the Gym building next to each other across from Portable 101 - One inside of the Gym - One inside of the Workout room - One outside of the Gym south side 	AMS.NET	60.00	\$135.00	\$8,100.00
28	<p>AMS-CI-SPEAKER-MOUNT Clock/Speaker-Outdoor Speaker</p>	AMS.NET	15.00	\$125.00	\$1,875.00
29	<p>AMS-CI-CT-PW AMS.NET will install raceway and or conduit to support the new IP clock speaker cabling</p>	AMS.NET	30.00	\$135.00	\$4,050.00
30	<p>AMS-CI-PM-FOC Labor: Project Manager - Cabling</p>	AMS.NET	3.00	\$180.00	\$540.00
				Subtotal:	\$17,446.79
				Estimated Tax:	\$ 234.22
				Quote Total:	\$17,681.01



AMS.NET, Inc.

502 Commerce Way, Livermore, CA 94551

925-245-6100 • 925-245-6150 Fax

www.ams.net

Order Summary

Project Total	\$33,564.24
Estimated Total Taxes	\$1,289.03
Grand Total	\$34,853.27

Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. Payment made beyond 30 days are subject to a finance charge of 1.5% per month. Customer agrees to pay all collections costs and attorney fees for late payments if applicable. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.

6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to service@ams.net. A copy of AMS.NET's full RMA policy is available for review online at www.ams.net/services/procurement-and-financing/.

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



AMS.NET, Inc.

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925-245-6100 • 925-245-6150 Fax

www.ams.net

access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



Company Facts

General Info

Legal Name: AMS.NET Inc.
 Type: Delaware Corporation
 Tax ID: 94-3291626
 Principal Owner: Robert Tocci
 Years in Business: 33 Years
 Number of Employees: 115
 Website: www.ams.net
 Email: sales@ams.net
 Phone: 800-893-3660/925-245-6100
 Fax: 925-245-6150

Locations:

Headquarters: 502 Commerce Way, Livermore, CA 94551-7812
 Sacramento Regional Office: 1200 Creekside Drive
 Folsom, CA 95630, Phone 800-893-3660
 Central Valley Regional Office: 1155 East North Avenue, Suite 106
 Fresno, CA 93725, Phone 559-733-1641
 Southern California Regional Offices: 12405 East Slauson Ave., Unit K
 Whittier, CA 90606, Phone 800-893-3660

License and Procurement

DIR#: 1000001046 Expires 6/30/22

FCC RN: 0012300554

Contractor License C-7: 763508
 Expires 4/30/2022

DUNS#: 556116234

Microsoft MCSE's: 1673446, 2056976

Procurement:

E-Rate SPIN: 143005880

Merced County FOCUS Contract: #2021092

SPURR Master Contract/PEPPM Contract

NASPO Contracts- Cisco, HPE, Ruckus,
 EMC, Pure Storage, Palo Alto Networks

Cisco GSA Contract: GS-35F-0349S, Expires 4/4/26

CMAS Contracts-

APC

Arecont Vision

Aruba

Avigilon

Bosch

Cisco

Cohesity

Eaton

EMC

Extron

Fortinet

HP

Nimble Storage

Palo Alto Networks

Rubrik

Ruckus Wireless

TrippLite

Veeam

VMware

Berk-Tek

Chatsworth

Corning

General Cable

Hitachi

Leviton

Ortronics

Panduit

Superior Essex

Labor

Certifications and Specializations

Partial Manufacturer List:

Cisco Gold Certified Partner/Cisco Meraki Partner

Cisco Specializations:

- Advanced Data Center Architecture
- Advanced Collaboration Architecture
- Advanced Security Architecture
- Advanced Enterprise Network Architecture
- Collaboration SaaS Authorization
- Customer Satisfaction Excellence
- Customer Experience Specialized

Aruba HPE Platinum Partner, HPE Silver Partner, Ruckus Elite Partner,
 Palo Alto Networks, Fortinet, Barracuda, Aerohive, Pure Storage,
 Nimble Storage, Cohesity, DDN, Rubrik, Veeam Silver Pro Partner,
 Datrium, VMware Partner, Singlewire, FrontRow, Class Connection,
 AtlasIED, Extron, Advanced Network Devices, Avigilon, Verkada,
 OnSSI, Milestone, Arecont Vision, Hikvision, exacqVision, Milestone,
 Tripplite, APC, Panduit, General Cable, Damac, Leviton, Berk-Tek,
 Ortronics, Hoffman, Cooper B-Line, Chatsworth, & Superior Essex

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 9, 2021

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 17

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

SUBJECT:

Request to Approve the First Reading of the Updated or New Board Policies, Administrative Regulation and or Exhibits Due to New Legislation or Mandated Language and Citation Revisions as of 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 need to be approved for first reading.

These Board Policies, Administrative Regulations and Exhibits will be submitted for a second and final reading and approval at the December 14, 2021 Board meeting.

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 first 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 Coextracurricular 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

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)*

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.

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>

(11/08 11/10) 9/21

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.edalliance.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.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>

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: November 9, 2021

Attachments: X

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 18

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

SUBJECT:

Request to Approve the Elementary and Secondary School Emergency Relief (ESSER III) Expenditure Plan.

BACKGROUND:

School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students' academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA's Plan to support students.

STATUS:

Board approval is necessary to receive the ESSER III funding. Due to the deadline date falling between regular meetings of the Board and Board member availability, the plan was submitted to the Sacramento County Office of Education on October 28, 2021, with approval from Superintendent Katherine Wright, under the authority of resolution #784 on behalf of the Board of Trustees and is now being brought forth for approval.

PRESENTER: Nicole Latimer, Chief Educational Services Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: No cost to the district.

RECOMMENDATION:

That the board approves the Elementary and Secondary School Emergency Relief (ESSER III) Expenditure Plan as submitted.

Time allocated: 5-10 minutes

ESSER III Expenditure Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
[River Delta Joint Unified School District]	[Nicole Latimer, Chief Educational Services Officer]	[nlatimer@rdusd.org (707) 374-1725]

School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students' academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. An LEA may also use its ESSER III funds in other ways, as detailed in the Fiscal Requirements section of the Instructions. In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA's Plan to support students.

For more information please see the Instructions.

Other LEA Plans Referenced in this Plan

Plan Title	Where the Plan May Be Accessed
Not applicable	Not applicable
Not applicable	Not applicable

Summary of Planned ESSER III Expenditures

Below is a summary of the ESSER III funds received by the LEA and how the LEA intends to expend these funds in support of students.

Total ESSER III funds received by the LEA

\$2,060,654

Plan Section	Total Planned ESSER III Expenditures
Strategies for Continuous and Safe In-Person Learning	\$1,000,000
Addressing Lost Instructional Time (a minimum of 20 percent of the LEAs ESSER III funds)	\$ 412,131
Use of Any Remaining Funds	\$648,523

Total ESSER III funds included in this plan

\$2,060,654

Community Engagement

An LEA’s decisions about how to use its ESSER III funds will directly impact the students, families, and the local community. The following is a description of how the LEA meaningfully consulted with its community members in determining the prevention and mitigation strategies, strategies to address the academic impact of lost instructional time, and any other strategies or activities to be implemented by the LEA. In developing the plan, the LEA has flexibility to include input received from community members during the development of other LEA Plans, such as the LCAP, provided that the input is relevant to the development of the LEA’s ESSER III Expenditure Plan.

For specific requirements, including a list of the community members that an LEA is required to consult with, please see the Community Engagement section of the Instructions.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

RDUSD made efforts to support meaningful consultation with its required community members including; students, staff, parents, community members and special interest groups, in the development of plans to support students and learning loss. Feedback opportunities have been available at all District Board of Trustee meetings since the beginning of the onset of the pandemic. Through these meetings, RDUSD has been provided feedback and ideas for how to support students and families as well as ideas regarding how to continue to provide opportunities for engagement. RDUSD evaluated its stakeholder engagement opportunities and determined that at this time Tribes are neither present nor served in the school community.

Additional opportunities for stakeholders to provide feedback specific to ESSER III Expenditure Plans were held on October 14, 2022, and October 18, 2021, respectively. Stakeholders were provided the opportunity to learn about all district opportunities funded currently as well as provide ideas for ways to continue to support students. These meetings were held in both English and Spanish to support equity and access.

For the 2021-2022 school year, The River Delta Board of Trustees made a decision to return to fully in-person monthly meetings of the board of trustees. After receiving community and stakeholder feedback, meetings have been moved to a hybrid platform; where attendees have the choice to attend the meetings in person or via Zoom utilizing SWIVL technology and remote connectivity.

A description of how the development of the plan was influenced by community input.

As a result of meaningful feedback provided by stakeholders and community members, RDUSD plans to continue the additional focus placed on Mental Health and Trauma informed practices to support building a foundation where students can feel safe to learn academics while also having their social-emotional and mental health needs met. Parents expressed support for the RDUSD health and wellness campaign. RDUSD will continue these efforts district-wide, surrounding overall wellness for students, staff and families.

As a direct result of parent and staff feedback, RDUSD will support additional growth in the areas of visual and performing arts (VAPA) as well as field experience opportunities to support Social Emotional Learning for students. RDUSD will seek partnerships with community-based agencies and businesses to support providing opportunities for students to continue to receive field experiences even though the COVID-19 pandemic has limited availability in many instances. RDUSD will contract with agencies to support bringing experiences and opportunities into the District where COVID-19 protocols and guidance can be followed safely.

Actions and Expenditures to Address Student Needs

The following is the LEA's plan for using its ESSER III funds to meet students' academic, social, emotional, and mental health needs, as well as how the LEA will address the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic. In developing the plan, the LEA has the flexibility to include actions described in existing plans, including the LCAP and/or Expanded Learning Opportunity (ELO) Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan.

For specific requirements, please refer to the Actions and Expenditures to Address Student Needs section of the Instructions.

Strategies for Continuous and Safe In-Person Learning

A description of how the LEA will use funds to continuously and safely operate schools for in-person learning in a way that reduces or prevents the spread of the COVID-19 virus.

Repairs and improvements to enable operations of schools to reduce risks of virus transmission and exposure to support student health needs. This may include inspection, testing, maintenance and upgrade to improve indoor air quality, this may include roof repairs and/or upgrades; ventilation, heating and air conditioning systems repairs and/or upgrades. The expenditures for facilities may required preapproval from the California Department of Education.

RDUSD will utilize ESSER funds to provide repairs and updates to facilities necessary to provide students and staff with safe and healthy learning environments in an effort to mitigate the potential of exposure to COVID-19.

RDUSD has hired additional staff to support the school sites needs as a result of COVID-19 including on site health needs, contact tracing testing and medical support. RDUSD has a team at each school site trained and certified to support weekly cadence testing of students and staff along with symptomatic testing needs as applicable. RDUSD continues to provide site-based testing for staff and students as well as a weekly community testing center in partnership with Sacramento County.

Total ESSER III funds being used to implement strategies for continuous and safe in-person learning

\$1,000,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
N/A	Facilities repairs	Inspections, maintenance and/or upgrades and may require preapproval from CDE	\$1,000,000
N/A	Not applicable	Not applicable	Not applicable
N/A	Not applicable	Not applicable	Not applicable

Addressing the Impact of Lost Instructional Time

A description of how the LEA will use funds to address the academic impact of lost instructional time.

RDUSD will continue to provide Expanded learning opportunities in elementary, secondary and special education to address the impact of lost instructional time. Special Education students will continue to be provided the opportunity to attend an extension of the Extended School Year (ESY) Summer program. Elementary school students will continue to be provided the opportunity to attend a Summer Bridge intervention program supporting learners who are 1.5 to 2 grade levels below standard in the areas of mathematics and English language arts. Secondary students will continue to be provided the opportunity to attend Summer Learning Academies with focus in the areas of mathematics and English language arts for the summer of 2022.

RDUSD will continue to offer before and after school tutoring and targeted academic support through our Academic Resource Center (ARC) programs on secondary campuses. These programs provide students with an opportunity to connect and gain support in areas of need including all subject areas. RDUSD will continue to work to extend these programs to all schools district-wide and continue to offer the programs as needed.

To support students with learning loss and the impact of lost instructional time, RDUSD will seek professional development opportunities specific to learning loss, targeted interventions and supports as well as ELD support for students. RDUSD will utilize funding to provide educators and administrators the opportunity to attend training opportunities when applicable.

Total ESSER III funds being used to address the academic impact of lost instructional time

\$412,131

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
N/A	Summer Learning Academies	Students in secondary grade levels will attend summer learning academies with a focus on Mathematics and English Language Arts	\$137,131
N/A	Summer Bridge Program	Students in elementary grade levels will attend summer bridge program with a focus on Mathematics and English Language Arts	\$125,000
N/A	Academic Resource Centers	Offer before and after school tutoring to target academic support through Academic Resource Center Programs.	\$150,000

Use of Any Remaining Funds

A description of the how the LEA will use any remaining ESSER III funds, as applicable.

As a result of stakeholder feedback including staff, student and community input, additional focus has also been placed on Mental Health and Trauma informed practices to support building a foundation where students can feel safe to learn academics while also having their social emotional and mental health needs met. RDUSD began the school year with professional development surrounding Social Emotional Learning and how to support students in the classroom. Additionally, RDUSD contracted with Kevin Bracy and the Reach One Alliance to support district-wide needs in the areas of campus culture, positive school climate, self- esteem, self-efficacy, bullying and kindness. RDUSD began a district wide Health and Wellness campaign, surrounding overall wellness for students, staff and families. The campaign has been broken into four domains: mental health, social health, body health, and inner body health which focuses on nutrition. This campaign provides both students, staff and families with resources to support overall health and wellness including family and community engagement opportunities, training, education and resources. RDUSD provided a Social Emotional and Academic Development Coordinator (SEAD) to oversee this campaign as well as provide district-wide support to students and staff. RDUSD will provide site-based community building and engagement opportunities to support Social Emotional Learning.

RDUSD will support additional growth in the areas of visual and performing arts as well as field experience opportunities to support Social Emotional Learning for students. RDUSD will seek partnerships with community-based agencies and business to support providing opportunities for students to continue to receive field experiences even though the COVID-19 pandemic has limited

availability in many instances. RDUSD will contract with agencies to support bringing experiences and opportunities into the District where COVID-19 protocols and guidance can be followed safely.

RDUSD continues to provide parents and families with opportunities to connect and engage remotely so that we may continue to build and foster a sense of community within our schools and district. Technological resources included SWIVI technology, laptops, itouches, tripods, hot spots and audio equipment have been necessary to support this effort.

Total ESSER III funds being used to implement additional actions

\$648,523

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
N/A	Social Emotional and Academic Development Coordinator	Staff member to coordinate districtwide social, emotional and mental health outreach for students, families, and staff	\$130,000
N/A	Health and Wellness Campaign	Involve students quarterly in various health and wellness topics and involves training staff and providing professional development around social, emotional and mental health of students	\$250,000
N/A	Field Experiences	Community members come and share their expertise in the arts and other academic areas with students and staff	\$268,523

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic. The following is the LEA’s plan for ensuring that the actions and expenditures in the plan are addressing the identified academic, social, emotional, and mental health needs of its students, and particularly those students most impacted by the COVID–19 pandemic.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
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Summer Learning Academies	Students in secondary grade levels will attend summer learning academies with a focus on Mathematics and English Language Arts	Pre and Post program Assessment.
Summer Bridge Program	Students in elementary grade levels will attend summer bridge program with a focus on Mathematics and English Language Arts	Pre and Post program Assessment.
Academic Resource Centers	Offer before and after school tutoring to target academic support through Academic Resource Center Programs.	Pre and Post program Assessment.
Care Solace - Tele-Health and Virtual mental Health Therapy Resources	<p>Care Solace has online and virtual therapy resources for families to utilize to reduce their exposure to COVID-19.</p> <p>The Care Concierge is a virtual resource that is available 24/7 by phone, email, text or video chat.</p> <p>Assistance available in English, Spanish, Mandarin and Cantonese.</p> <p>Virtual therapy is available to connect families with a therapist online. This service allows families to have sessions in the comfort of home and reduce the risk of exposure to the virus.</p> <p>Experts in navigating health insurance, wait times, and availability.</p> <p>Those in need of support may contact Care Solace 24/7 at 888-515-0595, email weserve@caresolace.org</p>	Care Solace keeps all client information confidential. The Superintendent has access to the frequency of users but never the confidential medical information.
Comprehensive Student Learning Assessment System	The Renaissance Learning STAR Reading and STAR Math assessments will be administered to all students throughout the year to serve as a baseline and formative assessment for student learning.	The Renaissance Learning STAR Reading and STAR Math assessments will be administered to students 5-6 times throughout the school year to monitor student growth.
Monitoring district interventions	All of the interventions presented in this plan are centered around meeting the academic, social,	Constant communication along with monthly meetings will be scheduled. Board Meetings,

	<p>emotional and mental health needs of all of our students who have been impacted by the COVID-19 pandemic. The COVID-19 pandemic altered the lives of all of our students and it is the responsibility of the district to ensure that all students are provided access to all the services and supports necessary to return to a "normal" school experience.</p>	<p>ESSER Stakeholder Meetings, School Site Council Meetings, ELAC and DELAC Meetings, and Migrant Education Parent Advisory Committee (PAC) meetings</p>
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ESSER III Expenditure Plan Instructions

Introduction

School districts, county offices of education (COEs), or charter schools, collectively known as local educational agencies (LEAs), that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan (ARP) Act, referred to as ESSER III funds, are required to develop a plan for how they will use ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before October 29, 2021 and must be submitted for review and approval within five days of adoption. A school district must submit its ESSER III Expenditure Plan to its COE for review and approval; a COE must submit its plan to the California Department of Education for review and approval. A charter school must submit its plan to its chartering authority for review and to the COE of the county in which the charter school operates for review and approval.

In addition, consistent with the requirements of the ARP, Volume 86, *Federal Register*, page 21201, April 22, 2021, the ESSER III Expenditure Plan must be:

- Written in an understandable and uniform format;
- Written in a language that parents can understand, to the extent practicable;
 - If it is not practicable to provide written translations to a parent with limited English proficiency, the plan must be orally translated for parents
- Provided in an alternative format to a parent who is an individual with a disability as defined by the Americans with Disabilities Act, upon request; and
- Be made publicly available on the LEA's website.

For additional information regarding ESSER III funding please see the ARP Act Funding web page at <https://www.cde.ca.gov/fq/cr/arpact.asp>.

For technical assistance related to the ESSER III Expenditure Plan template and instructions, please contact LCFF@cde.ca.gov. For all other questions related to ESSER III, please contact EDReliefFunds@cde.ca.gov.

Fiscal Requirements

- The LEA must use at least 20 percent (20%) of its ESSER III apportionment for expenditures related to addressing the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.

- For purposes of this requirement, “evidence-based interventions” include practices or programs that have evidence to show that they are effective at producing results and improving outcomes when implemented. This kind of evidence has generally been produced through formal studies and research. There are four tiers, or levels, of evidence:
 - **Tier 1 – Strong Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented randomized control experimental studies.
 - **Tier 2 – Moderate Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented quasi-experimental studies.
 - **Tier 3 – Promising Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented correlational studies (with statistical controls for selection bias).
 - **Tier 4 – Demonstrates a Rationale:** practices that have a well-defined logic model or theory of action, are supported by research, and have some effort underway by a State Educational Agency, LEA, or outside research organization to determine their effectiveness.
- For additional information please see the Evidence-Based Interventions Under the ESSA web page at <https://www.cde.ca.gov/re/es/evidence.asp>.
- The LEA must use the remaining ESSER III funds consistent with section 2001(e)(2) of the ARP Act, including for:
 - Any activity authorized by the Elementary and Secondary Education Act (ESEA) of 1965;
 - Any activity authorized by the Individuals with Disabilities Education Act (IDEA);
 - Any activity authorized by the Adult Education and Family Literacy Act;
 - Any activity authorized by the Carl D. Perkins Career and Technical Education Act of 2006;
 - Coordination of preparedness and response efforts of LEAs with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to COVID-19;
 - Activities to address the unique needs of low-income students, students with disabilities, English learners, racial and ethnic minorities, homeless students, and foster youth, including how outreach and service delivery will meet the needs of each population;
 - Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs;
 - Training and professional development for staff of the LEA on sanitation and minimizing the spread of infectious diseases;
 - Purchasing supplies to sanitize and clean the facilities of an LEA, including buildings operated by such agency;
 - Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under

IDEA, and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements;

- Purchasing education technology (including hardware, software, and connectivity) for students who are served by the LEA that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment;
- Providing mental health services and supports, including through the implementation of evidence-based full-service community schools;
- Planning and implementing activities related to summer learning and supplemental after school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of underserved students;
- Addressing learning loss among students, including underserved students, by:
 - Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiated instruction,
 - Implementing evidence-based activities to meet the comprehensive needs of students,
 - Providing information and assistance to parents and families of how they can effectively support students, including in a distance learning environment, and
 - Tracking student attendance and improving student engagement in distance education;

Note: A definition of “underserved students” is provided in the Community Engagement section of the instructions.

- School facility repairs and improvements to enable operation of schools to reduce risks of virus transmission and exposure to environmental health hazards, and to support student health needs;
- Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and nonmechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door replacement;
- Developing strategies and implementing public health protocols including, to the greatest extent practicable, policies in line with guidance from the Centers for Disease Control and Prevention (CDC) for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff;
- Other activities that are necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff of the LEA.

Other LEA Plans Referenced in this Plan

In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP) and/or the Expanded Learning Opportunities (ELO) Grant Plan, provided that the input and/or actions address the requirements of the ESSER III Expenditure Plan.

An LEA that chooses to utilize community input and/or actions from other planning documents must provide the name of the plan(s) referenced by the LEA and a description of where the plan(s) may be accessed by the public (such as a link to a web page or the street address of where the plan(s) are available) in the table. The LEA may add or delete rows from the table as necessary.

An LEA that chooses not to utilize community input and/or actions from other planning documents may provide a response of “Not Applicable” in the table.

Summary of Expenditures

The Summary of Expenditures table provides an overview of the ESSER III funding received by the LEA and how the LEA plans to use its ESSER III funds to support the strategies and interventions being implemented by the LEA.

Instructions

For the ‘Total ESSER III funds received by the LEA,’ provide the total amount of ESSER III funds received by the LEA.

In the Total Planned ESSER III Expenditures column of the table, provide the amount of ESSER III funds being used to implement the actions identified in the applicable plan sections.

For the ‘Total ESSER III funds included in this plan,’ provide the total amount of ESSER III funds being used to implement actions in the plan.

Community Engagement

Purpose and Requirements

An LEA’s decisions about how to use its ESSER III funds will directly impact the students, families, and the local community, and thus the LEA’s plan must be tailored to the specific needs faced by students and schools. These community members will have significant insight into what prevention and mitigation strategies should be pursued to keep students and staff safe, as well as how the various COVID–19 prevention and mitigation strategies impact teaching, learning, and day-to-day school experiences.

An LEA must engage in meaningful consultation with the following community members, as applicable to the LEA:

- Students;
- Families, including families that speak languages other than English;
- School and district administrators, including special education administrators;

- Teachers, principals, school leaders, other educators, school staff, and local bargaining units, as applicable.

“Meaningful consultation” with the community includes considering the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic. Comprehensive strategic planning will utilize these perspectives and insights to determine the most effective strategies and interventions to address these needs through the programs and services the LEA implements with its ESSER III funds.

Additionally, an LEA must engage in meaningful consultation with the following groups to the extent that they are present or served in the LEA:

- Tribes;
- Civil rights organizations, including disability rights organizations (e.g. the American Association of People with Disabilities, the American Civil Liberties Union, National Association for the Advancement of Colored People, etc.); and
- Individuals or advocates representing the interests of children with disabilities, English learners, homeless students, foster youth, migratory students, children who are incarcerated, and other underserved students.
 - For purposes of this requirement “underserved students” include:
 - Students who are low-income;
 - Students who are English learners;
 - Students of color;
 - Students who are foster youth;
 - Homeless students;
 - Students with disabilities; and
 - Migratory students.

LEAs are also encouraged to engage with community partners, expanded learning providers, and other community organizations in developing the plan.

Information and resources that support effective community engagement may be found under *Resources* on the following web page of the CDE’s website: <https://www.cde.ca.gov/re/lc>.

Instructions

In responding to the following prompts, the LEA may reference or include input provided by community members during the development of existing plans, including the LCAP and/or the ELO Grant Plan, to the extent that the input is applicable to the requirements of the ESSER III Expenditure Plan. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

A sufficient response to this prompt will describe how the LEA sought to meaningfully consult with its required community members in the development of the plan, how the LEA promoted the opportunities for community engagement, and the opportunities that the LEA provided for input from the public at large into the development of the plan.

As noted above, a description of "meaningful consultation" with the community will include an explanation of how the LEA has considered the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic.

A description of the how the development of the plan was influenced by community input.

A sufficient response to this prompt will provide clear, specific information about how input from community members and the public at large was considered in the development of the LEA's plan for its use of ESSER III funds. This response must describe aspects of the ESSER III Expenditure Plan that were influenced by or developed in response to input from community members.

- For the purposes of this prompt, "aspects" may include:
 - Prevention and mitigation strategies to continuously and safely operate schools for in-person learning;
 - Strategies to address the academic impact of lost instructional time through implementation of evidence-based interventions (e.g. summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs);
 - Any other strategies or activities implemented with the LEA's ESSER III fund apportionment consistent with section 2001(e)(2) of the ARP Act; and
 - Progress monitoring to ensure interventions address the academic, social, emotional, and mental health needs for all students, especially those students disproportionately impacted by COVID-19

For additional information and guidance, please see the U.S. Department of Education's Roadmap to Reopening Safely and Meeting All Students' Needs Document, available here: <https://www2.ed.gov/documents/coronavirus/reopening-2.pdf>.

Planned Actions and Expenditures

Purpose and Requirements

As noted in the Introduction, an LEA receiving ESSER III funds is required to develop a plan to use its ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

Instructions

An LEA has the flexibility to include actions described in existing plans, including the LCAP and/or ELO Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan. When including action(s) from other plans, the LEA must describe how the action(s) included in the ESSER III Expenditure Plan supplement the work described in the plan being referenced. The LEA must specify the amount of ESSER III funds that it intends to use to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. Descriptions of actions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

Strategies for Continuous and Safe In-Person Learning

Provide the total amount of funds being used to implement actions related to Continuous and Safe In-Person Learning, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds for prevention and mitigation strategies that are, to the greatest extent practicable, in line with the most recent CDC guidance, in order to continuously and safely operate schools for in-person learning.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Addressing the Impact of Lost Instructional Time

As a reminder, the LEA must use not less than 20 percent of its ESSER III funds to address the academic impact of lost instructional time. Provide the total amount of funds being used to implement actions related to addressing the impact of lost instructional time, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).

- Provide a description of the action(s) the LEA will implement using ESSER III funds to address the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Use of Any Remaining Funds

After completing the Strategies for Continuous and Safe In-Person Learning and the Addressing the Impact of Lost Instructional Time portions of the plan, the LEA may use any remaining ESSER III funds to implement additional actions to address students’ academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. LEAs choosing to use ESSER III funds in this manner must provide the total amount of funds being used to implement actions with any remaining ESSER III funds, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write “N/A”.
- Provide a short title for the action(s).
- Provide a description of any additional action(s) the LEA will implement to address students’ academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. If an LEA has allocated its entire apportionment of ESSER III funds to strategies for continuous and safe in-person learning and/or to addressing the impact of lost instructional time, the LEA may indicate that it is not implementing additional actions.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. If the LEA it is not implementing additional actions the LEA must indicate “\$0”.

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic, including students from low-income families, students of color, English learners, children with disabilities, students experiencing homelessness, children in foster care, and migratory students.

The LEA may group actions together based on how the LEA plans to monitor the actions’ progress. For example, if an LEA plans to monitor the progress of two actions in the same way and with the same frequency, the LEA may list both actions within the same row of the table. Each action included in the ESSER III Expenditure Plan must be addressed within the table, either individually or as part of a group of actions.

Complete the table as follows:

- Provide the action title(s) of the actions being measured.
- Provide a description of how the LEA will monitor progress of the action(s) to ensure that they are addressing the needs of students.
- Specify how frequently progress will be monitored (e.g. daily, weekly, monthly, every 6 weeks, etc.).

California Department of Education
June 2021

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: November 9, 2021

Attachments: X

From: Nicole Latimer, Educational Services Officer

Item Number: 19

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

SUBJECT:

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

BACKGROUND:

The District has been migrating to a virtual platform for all student and parent communications for disseminating and collecting information. Currently the District uses Aeries Software as its Student Information System (SIS). This additional component from Aeries allows parents to quickly start the registration process of their students, while providing them with the information required to complete the enrollment process. Entering in multiple students at the same or different school sites becomes easier for the parents as they do not have to complete multiple packets. The parent and student handbook with annual notifications will be provided through the software.

Parents will be entering information during new student registration or annual updates, alleviating many hours of data entry from District staff as well as reducing District resources producing registration packets and Parent and Student Handbooks.

STATUS:

The Educational Services Department is requesting the Board to consider this material and time-saving software component from Aeries, Inc.

PRESENTER:

Nicole Latimer, Educational Services Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

District Staff

COST AND FUNDING SOURCES:

Configuration of Aeries Online Enrollment \$1,000, annual subscription is determined by student enrollment, approximately \$3,758

RECOMMENDATION:

That the Board approves the contract with Aeries Software, Inc. providing a student enrollment component to the District's SIS software

Time allocated: 2 minutes



Aeries Software, Inc.

A solution where data empowers, never impedes.

PREPARED BY
Brandon Cruz
brandonc@aeries.com

Pricing provided has been prepared for the following term -

Quote #:	Q-01066-1
Date:	10/12/2021 8:53 PM
Expires On:	1/10/2022
District:	River Delta Unified School District
Contact:	Stephen Wright
Email:	swright@rdusd.org
Phone:	(707) 374-1734
Address:	445 Montezuma Rio Vista, CA 94517

Additional Products & Services

QTY	PRODUCTS	DESCRIPTION	UNIT PRICE	EXTENDED
1,879	Aeries Online Enrollment	Customizable new student online enrollment platform designed to eliminate the need for costly and time-consuming paper packets. The streamlined process designed specifically for Aeries SIS allows for easy import of student data without having to manually enter data.	\$2.00	\$3,758.00
Additional Products & Services TOTAL:				\$3,758.00

Aeries Configuration Services

QTY	PRODUCTS	DESCRIPTION	UNIT PRICE	EXTENDED
1	Configuration of Aeries Online Enrollment	Configuration fee for Aeries Online Enrollment.	\$1,000.00	\$1,000.00
Aeries Configuration Services TOTAL:				\$1,000.00

TOTAL: \$4,758.00

Signature: _____

Effective Date: ____/____/____

Name (Print): _____

Title: _____

Please sign and email to Brandon Cruz at brandonc@aeries.com

THANK YOU FOR YOUR BUSINESS!

770 The City Dr. S, Suite 6500, Orange, CA 92868
Phone: 888.487.7555

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 9, 2021

Attachments: _____

From: Tammy Busch, Chief Business Officer

Item Number: 21

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

SUBJECT:

Request the Board to Give Superintendent Wright the Authorization to Award the Installation Contract of the Marquee Sign at Isleton Elementary School

BACKGROUND:

The River Delta Unified School Board of Trustees approved the budget for the marquee signs at D.H. White Elementary, Walnut Grove Elementary, Riverview Middle and Isleton Elementary Schools on August 10, 2021. On October 12, 2021, the Board of Trustees awarded contracts to install signs at DH White, Riverview and Walnut Grove Schools.

Due to a necessary exploratory underground utility investigation to ensure the location of the sign would not impact existing utilities, the installation of the marquee sign at Isleton Elementary was not included in the fir bid package.

Status:

The sign has been ordered by the District and is anticipated to arrive in late November. We are currently soliciting proposals to install the sign with the goal to begin installation of the sign when it is delivered. We are requesting the Superintendent be given the authority to award a contract to a contractor to install the sign at Isleton. It is estimated the cost will be less than \$40,000. The contract amount will be presented at the next board meeting in December for ratification.

Staff recommends authorization of the Superintendent to award a contract for installation of the Marquee Sign at Isleton Elementary School for a cost not to exceed \$40,000.

Presenter:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

Maria Denney and Ralph Caputo, RGM Kramer

COST AND FUNDING SOURCES:

Measure J not to exceed \$40,000.

RECOMMENDATION:

That the Board Authorizes Superintendent Wright to Award the Installation Contract of the Marquee Sign at Isleton Elementary School

Time allocated: 2 minutes

October 25, 2021

Kathy Wright
River Delta Unified School District
445 Montezuma Street
Rio Vista, CA 94571

Reference: River Delta Unified School District
Master Plan and Implementation Plan List
HKIT 21029 Phase 3

Dear Kathy:

HKIT is pleased to provide this fee proposal to the River Delta USD for the creation of the master plan and implementation list. This is phase three and follows the two initial phases which included the kick-off, site visits and community engagement.

This master plan and implementation creation process includes:

1. Creating seven master plan graphics, noting that Delta High School and Clarksburg Middle School will be one graphic. These focused master plans respond to RDUSD goals as identified for the bond funds, locating necessary improvements including also from the needs analysis. These 2D site plan graphics will be unique to each site and will balance current improvements and where applicable also areas for growth for the future. Some improvements to illustrate include lunch shade structures, new construction in response to goals, renovation in response to goals, and site improvements like play equipment replacement, blacktop or parking or field improvements. Levels of modernization for each existing building will also be shown on these graphics. Updates to the graphics will be made after District Steering Committee and Principal meetings.
2. Two virtual meetings with the District Steering Committee to review the master plan graphics.
3. A total of seven virtual meetings, one with each principal, to review the master plan graphic.
4. Reviewing cost estimates created by RGM Kramer.
5. One in person School Board meeting to present the master plans to the Board.
6. Creating eight implementation lists and graphics. The implementation portion of work identifies the highest prioritized projects at each school with available funds in mind and will be accomplished in conjunction with RGM Kramer. These projects will, as determined by RGM Kramer's estimate, fit within the Bond dollar amounts. The lists of projects will be accompanied by revised 2D site plan graphics, as necessary. Updates will be made after the District Steering Committee meetings.
7. Two virtual meetings with the District Steering Committee to review the draft implementation lists and graphics.
8. One in person School Board meeting to present the implementation plans to the Board.
9. Miscellaneous correspondence related to the master plan and implementation plan process.

HKIT to provide meeting minutes for the meetings. This proposal excludes cost estimating.

COMPENSATION

HKIT proposes working on a lump sum basis with monthly progress billings for a total amount as follows:

Task	Staff	Hours	Fee
1 Creating seven master plan graphics	Jeff	6	\$1,410
	Melissa	10	\$1,950
	Alma	110	\$11,000
2 Two District Steering Committee meetings - master plan review and minutes	Jeff	4	\$940
	Melissa	6	\$1,170
3 Seven school Principal meetings - master plan review and meeting minutes	Jeff	7	\$1,645
	Melissa	14	\$2,730
4 Reviewing cost estimates	Jeff	7	\$1,645
	Melissa	16	\$3,120
5 Board meeting - master plan presentation	Jeff	5	\$1,175
	Melissa	5	\$975
6 Creating eight implementation lists and graphics.	Jeff	4	\$780
	Melissa	8	\$1,880
	Alma	16	\$1,600
7 Two District Steering Committee meetings - implementation review and meeting minutes	Jeff	4	\$940
	Melissa	6	\$1,170
8 Board meeting - implementation presentation	Jeff	5	\$1,175
	Melissa	5	\$975
9 Correspondence & Misc Tasks.	Jeff	8	\$1,880
	Melissa	8	\$1,560
		Subtotal	\$39,720
Reimbursable Allowance			\$1,000
		Total	\$40,720

Reimbursable expenses will be billed at the cost to HKIT. If these terms are agreeable, please issue a contract for our services.

HKIT ARCHITECTS



Jeff Evans, AIA, LEED AP BD+C
Principal



Melissa Regan-Byers, AIA, LEED AP
Senior Project Manager

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 9, 2021

Attachments: _____

From: Tammy Busch, Chief Business Officer

Item Number: 21

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

SUBJECT:

Request the Board to Give Superintendent Wright the Authorization to Award the Installation Contract of the Marquee Sign at Isleton Elementary School

BACKGROUND:

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Staff recommends authorization of the Superintendent to award a contract for installation of the Marquee Sign at Isleton Elementary School for a cost not to exceed \$40,000.

Presenter:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

Maria Denney and Ralph Caputo, RGM Kramer

COST AND FUNDING SOURCES:

Measure J not to exceed \$40,000.

RECOMMENDATION:

That the Board Authorizes Superintendent Wright to Award the Installation Contract of the Marquee Sign at Isleton Elementary School

Time allocated: 2 minutes