

RIVER DELTA UNIFIED SCHOOL DISTRICT

Notice of a Regular Meeting of the Board of Trustees

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

May 10, 2022 – General Open Session – 6:30pm

Clarksburg Middle School • 52870 Netherlands Road, 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

Listen in English: Meeting ID: 997 1558 1161 Passcode: 546586

REGULAR MEETING AGENDA

1. Call the Open Session to Order (@ 4:30 p.m.)
2. Roll Call
Member Riley __; Member Casillas __; Member Lamera __; Member Apel __; Member Jelly __; Member Mahoney __; Member Stone __
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** (@4:35 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 Riley __; Member Casillas __; Member Lamera __; Member Apel __; Member Jelly __; Member Mahoney __; Member Stone __
 - 5.2 Pledge of Allegiance
6. Report of Action taken, if any, during the Closed Session (Government Code Section 54957.1) – Board President Stone
7. Review and Approve the **Open Session** Agenda
Motioned: _____ Second: _____ 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. However, understand the Board may not act 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.}
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 Diversity, Equity and Injustice Committee report(s)
 - 9.1.3 Facilities Steering Committee report(s)
 - 9.1.4 Superintendent Wright's report(s)
 - 9.2 Business Services' Reports and/or Presentations on: Routine Restricted Maintenance; Deferred Maintenance; Maintenance and Operations; Transportation Department; Food Services Department; District Technology; and District Budget – Tammy Busch, Chief Business Officer; Ken Gaston, Director of MOT

- 9.2.1 ADA/Enrollment Report – Tammy Busch, Chief Business Officer
- 9.2.2 Monthly Financial Report – Tammy Busch, Chief Business Officer
 - 9.2.2.1 Cafeteria Administrative Review Report - Tammy Busch, Chief Business Officer
- 9.2.3 Maintenance, Operations & Transportation Update, Ken Gaston, Director of MOT
- 9.3 Education Services' and Special Education Reports and/or Presentation(s) - Nicole Latimer, Chief Educational Services Officer
 - 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 – Nicole Latimer, Chief Educational Services Officer
- 9.4 River Delta Unified Teachers Association (RDUTA) Update – Alyson Stiles, RDUTA President
- 9.5 California State Employees Association (CSEA) Chapter #319 Update – David Groves, Interim CSEA President, Delta Chapter #319

10. Consent Calendar

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

- 10.1 Approve Board Minutes
 - Regular Meeting of the Board – April 12, 2022
- 10.2 Receive and Approve Monthly Personnel Report - As of May 10, 2022
- 10.3 Request to Approve District's Monthly Expenditure Report
 - April 2022
- 10.4 Request to Approve the Rio Vista High School Class of 2022 Graduation Trip to Disneyland in Anaheim, California on May 26-27, 2022 – Victoria Turk, Principal
- 10.5 Request to Approve the Delta High School Class of 2022 Senior Trip to Disneyland in Anaheim, California on May 31-June 1, 2022 – Christine Mabery, Principal
- 10.6 Request to Approve Victoria Turk, Principal; Katherine Ingalls, Vice Principal and Drake Sherman, Athletic Director as Rio Vista High Representatives to CIF Leagues for the 2022-2023 School Year – Victoria Turk, Principal
- 10.7 Request to Approve the 2021-2022 General Agreement for Nonpublic, Nonsectarian School/Agency (Capital Kids Occupational Therapy, Inc.) to provide Speech and Occupational Therapy Services for District Students at a cost not to exceed \$20,000, Special Education Funds – Nicole Latimer, Chief Educational Services Officer
- 10.8 Request to Approve the Independent Contract for Services Agreement with Judy Boers, M.S. for the 2021-2022 School Year to Provide Psychological Assessments for District Students in Non-public School Settings, at a cost not to exceed \$10,000, Special Education Funds – Nicole Latimer, Chief Educational Services Officer
- 10.9 Request to Approve an Overnight Field Trip for Delta High School's Future Farmers of America (FFA) Students to Monterey Bay and Santa Cruz Boardwalk – Christine Mabery, Principal
- 10.10 Donations or Receive and Acknowledge
 - Rio Vista High School – Joseph Turk Memorial Scholarship Fund in memory of Nancy Sappington**
 - Danny and Delinda Bowers
 - Victoria Turk and Family

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

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

support of, or in opposition to, any item on this agenda being presented to the Board for consideration. Procedures for Public comment will follow the same process as in number 8.

11. Request to Approve the First Reading of the Updated or New Board Policies, Administrative Regulation and or Exhibits Due to New Legislation or Mandated Language and Citation Revisions as of March 2022 – Katherine Wright, Superintendent
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
12. Request to Approve Second and Final Reading of Board Policy 1330, Use of School Facilities – Tammy Busch, Chief Business Officer
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
13. Request to Approve Second and Final Reading of Exhibit 1330, Application for Use of School Facilities Permit and Fee Schedule – Tammy Busch, Chief Business Officer
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
14. Request to Approve the Contract Agreement with Nicolay Consulting Group (NCG) to Deliver a GASB 75 Accounting Valuation Report for Fiscal year 2021-22 and 2022-23 - \$11,000, General Funds – Tammy Busch, Chief Business Officer
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
15. Request to Approve the One-time Basis Surplus E-waste Items to be Picked Up and the Serial Numbers of Items Provided After the Fact in June 2022 – Tammy Busch, Chief Business Officer
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
16. Request the Board to Review, Prioritize and Approve the Bond Initial Project Lists Estimated Costs – Tammy Busch, Chief Business Officer
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
17. Request Approval the Fee Proposal for Professional Design Services with HKIT Architects for the Walnut Grove Elementary School Fire Alarm Replacement Project – SFID #2 Bond Funds, not to exceed \$58,000 - Tammy Busch, Chief Business Officer
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
18. Request to Approve the Agreement with RGM Kramer, Inc. to Provide Construction Management Services for the Walnut Grove Fire Alarm Replacement Project – SFID#2 Bond Funds – Not to exceed \$41,500 – Tammy Busch, Chief Business Officer
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
19. Request Approval of Action Taken During Closed Session Regarding Student Discipline/Expulsion Hearing(s) or Stipulation Agreement(s) Action Taken to be Announced and Voted on Individually by Student Case Number to Maintain Student Confidentiality (Ed. Code 49070 (c) and 76232(c) - Board President Stone
 - 4.1.1 Student Case #2122-321-005
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
 - 4.1.2 Student Case #2122-321-006
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
20. Re-Adjourn to continue Closed Session, if needed
21. Report of Action taken, if any, during continued Closed Session (Government Code Section 54957.1) - Board President Stone
22. Adjournment
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____ Time: _____

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

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

AFFIDAVIT OF NOTICING AND POSTING:

I, Jennifer Gaston, Executive Assistant to the Board of Trustees, declare that a copy of this Regular Meeting Agenda/Notice was posted in the bulletin board in front of the District Office, District administrative offices and that the Board of Trustees Members, school sites, and the community libraries were provided notice or caused to be provided notice via fax, e-mail and/or hand delivery on Friday, May 6, 2022, by or before 5:30 p.m.

By: *Jennifer Gaston* Jennifer Gaston, Executive Assistant, to the Superintendent.

ATTACHMENT
RIVER DELTA UNIFIED SCHOOL DISTRICT
Notice of a Regular Meeting of the Board of Trustees

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

May 10, 2022 ◆ 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 4:35 p.m. on May 10, 2022, 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)] Following Conference with Legal Counsel (Fagen Friedman & Fulfroost, LLP) –

- 4.1.1 Student Case# 2122-321-005
- 4.1.2 Student Case# 2122-321-006

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

Following Conference with Legal Counsel (Parker & Covert, LLC; Girard, Edwards, Stevens & Tucker LLP; Burke, Williams & Sorensen, LLP & Fagen Friedman & Fulfroost, 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
 - 4.2.1.1 Development Discussion with Counsel (Parker & Covert, LLC) and River Delta Unified School District's Lead Negotiator for Developments, Joe Dixon, Dixon SmartSchoolHouse LLC

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

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

Public Employee(s) Evaluation:

- 4.3.1 Certificated
- 4.3.2 Classified
- 4.3.3 Public Employee(s) Searches, Appointment, Employment conditions
- 4.3.4 Complaint, Discipline, Dismissal, Non-reelects, & Releases
- 4.3.5 Employee/Employer Negotiations [Government Code Section 3549.1 and 54957.6]
Following negotiation meetings any/all units.
 - 4.3.5.1 RDUTA
 - 4.3.5.2 CSEA

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

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

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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: May 10, 2022.

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 9.2.1

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

SUBJECT: Monthly Enrollment and ADA Report (**APRIL MONTH 9**)

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: There is no monthly comparison to 2019-20 or 2020-21 due to COVID-19.

District-wide enrollment **decreased by 2 students** compared to **last month** from 1,824 to 1,822. (Does not include Adult Ed)

District-wide attendance **decreased by 3 ADA** compared to **last month**, from 1,675 to 1,672. (Does not include Adult Ed)

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

RECOMMENDATION:

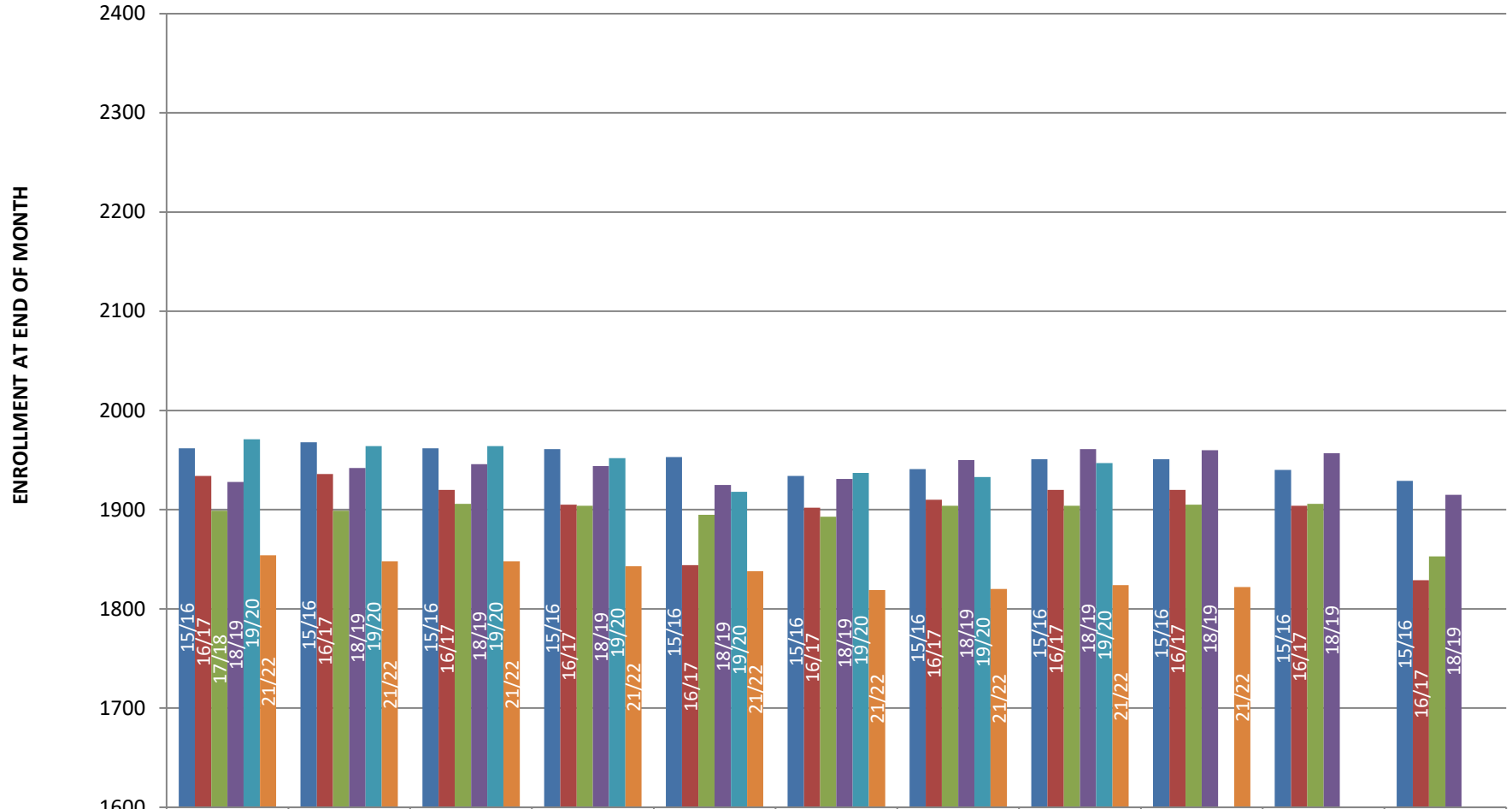
That the Board receives the information presented

Time allocated: 3 minutes

SITE		AUG	AUG	% of ADA		SEPT	SEPT	Incr/Decr From Pr Month	% of ADA	OCT	OCT	Incr/Decr From Pr Month	% of ADA	NOV	NOV	Incr/Decr From Pr Month	% of ADA	DEC	DEC	Incr/Decr From Pr Month	% of ADA	JAN	JAN	Incr/Decr From Pr Month	% of ADA	FEB	FEB
		19-20	21-22			19-20	21-22			19-20	21-22			19-20	21-22			19-20	21-22			19-20	21-22			19-20	21-22
BATES	ENR	118	89	95.5%		123	90	1	93.3%	123	90	0	91.1%	123	88	-2	94.3%	111	85	-3	95.3%	121	88	3	86.4%	121	89
	ADA	116	85			121	84			120	82			117	81			114	76			117	80				
CLARKSBURG (7th & 8th Gr)	ENR	176	151	92.1%		177	149	-2	94.6%	177	150	1	91.3%	178	149	-1	94.0%	177	148	-1	93.9%	177	145	-3	86.2%	172	145
	ADA	170	139			172	141			172	137			169	140			167	139			168	125			166	132
ISLETON	ENR	155	161	86.3%		158	159	-2	93.1%	156	158	-1	88.0%	153	157	-1	93.6%	149	157	0	91.7%	155	156	-1	81.4%	154	156
	ADA	150	139			150	148			151	139			146	147			143	144			147	143				
RIVERVIEW	ENR	256	193	87.0%		253	189	-4	90.5%	253	184	-5	90.8%	253	187	3	90.4%	250	177	-10	92.7%	253	183	6	81.4%	252	181
	ADA	246	168			244	171			242	167			243	169			235	164			233	158				
WALNUT GROVE	ENR	176	167	89.2%		172	167	0	91.6%	174	171	4	87.1%	176	167	-4	89.8%	176	172	5	85.5%	176	171	-1	78.9%	176	173
	ADA	167	149			167	153			166	149			167	150			158	147			168	154				
D.H. WHITE	ENR	350	393	86.5%		346	385	-8	91.4%	345	383	-2	88.8%	337	383	0	88.8%	337	387	4	87.9%	345	386	-1	79.5%	348	384
	ADA	330	340			330	352			328	340			327	340			321	340			332	307			321	333
ELEMENTARY SUB TOTAL	ENR	1,231	1,154			1,229	1,139	-15		1,228	1,136	-3		1,220	1,131	-5		1,200	1,126	-5		1,227	1,129	3		1,223	1,128
	ADA	1,179	1,020			1,184	1,049			1,179	1,014			1,172	1,029			1,141	1,015			1,169	919			1,152	1,000
CLARKSBURG (9th Grade)	ENR	96	76	96.1%		95	76	0	94.7%	94	77	1	90.9%	94	78	1	92.3%	96	78	0	93.6%	94	77	-1	85.7%	92	78
	ADA	94	73			92	72			92	70			90	72			89	73			87	66			89	71
DELTA HIGH	ENR	209	217	94.5%		207	215	-2	94.0%	207	214	-1	92.1%	206	214	0	94.4%	205	214	0	93.9%	205	205	-9	82.4%	200	203
	ADA	205	205			200	202			198	197			193	202			194	201			188	169			191	186
RIO VISTA HIGH	ENR	409	381	90.6%		402	380	-1	90.3%	405	379	-1	89.7%	396	379	0	90.0%	379	379	0	89.4%	388	374	-5	76.2%	393	373
	ADA	392	345			381	343			383	340			375	341			368	339			366	285			357	320
HIGH SCHOOL SUB TOTAL	ENR	714	674			704	671	-3		706	670	-1		696	671	1		680	671	0		687	656	-15		685	654
	ADA	691	623			673	617			673	607			658	615			651	613			641	520			637	577
Mokolumne High (Continuation)	ENR	17	4			18	4	0		15	4	0		16	4	0		16	4	0		10	3	-1		7	3
	ADA	12	2			13	2			11	1			9	2			10	1			7	1			5	1
River Delta High/Elem (Alternative)	ENR	7	22			9	34	12		11	38	4		15	37	-1		16	37	0		10	31	-6		15	35
	ADA	8	11			8	19			10	23			11	27			15	29			10	25			14	31
Community Day	ENR	2	0			4	0	0		4	0	0		5	0	0		6	0	0		3	0	0		3	0
	ADA	2	0			2	0			3	0			3	0			3	0			1	0			1	0
TOTAL K-12 LCFF Funded	ENR	1,971	1,854			1,964	1,848	-6		1,964	1,848	0		1,952	1,843	-5	90.8%	1,918	1,838	-5	90.2%	1,937	1,819	-19		1,933	1,820
	ADA	1,892	1,656			1,880	1,687			1,876	1,645			1,853	1,673			1,820	1,658			1,828	1,465			1,809	1,609
Wind River- Adult Ed	ENR	0	0			6	0	0		9	0	0		11	6	6		11	6	0		0	11	5		27	11
TOTAL DISTRICT	ENR	1,971	1,854			1,970	1,848	-6		1,973	1,848	0		1,963	1,849	1		1,929	1,844	-5		1,937	1,830	-14		1,960	1,831

SITE	Incr/Decr From Pr Month	% of ADA	MAR		Incr/Decr From Pr Month	% of ADA	APR		Incr/Decr From Pr Month	% of ADA
			19-20	21-22			19-20	21-22		
BATES	ENR	1	121	89	0		0	89	0	
	ADA		89.9%	114	85		95.5%	0	84	94.4%
CLARKSBURG (7th & 8th Gr)	ENR	0	172	145	0		0	146	1	
	ADA		91.0%	160	137		94.5%	0	135	92.5%
ISLETON	ENR	0	155	156	0		0	156	0	
	ADA		91.7%	148	144		92.3%	0	147	94.2%
RIVERVIEW	ENR	-2	259	185	4		0	181	-4	
	ADA		87.3%	240	166		89.7%	0	171	94.5%
WALNUT GROVE	ENR	2	175	176	3		0	175	-1	
	ADA		89.0%	162	161		91.5%	0	156	89.1%
D.H. WHITE	ENR	-2	354	386	2		0	389	3	
	ADA		86.7%	326	355		92.0%	0	351	90.2%
ELEMENTARY SUB TOTAL	ENR	-1	1,236	1,137	9		0	1,136	-1	
	ADA		1,150	1,048			0	1,044		
CLARKSBURG (9th Grade)	ENR	1	93	76	-2		0	76	0	
	ADA		91.0%	89	72		94.7%	0	70	92.1%
DELTA HIGH	ENR	-2	200	202	-1		0	200	-2	
	ADA		91.6%	191	186		92.1%	0	189	94.5%
RIO VISTA HIGH	ENR	-1	396	373	0		0	373	0	
	ADA		85.8%	370	339		90.9%	0	337	90.3%
HIGH SCHOOL SUB TOTAL	ENR	-2	689	651	-3		0	649	-2	
	ADA		650	597			0	596		
Mokelumne High (Continuation)	ENR	0	8	4	1		0	1	-3	
	ADA		4	1			0	2		
River Delta High/Elem (Alternative)	ENR	4	12	32	-3		0	36	4	
	ADA		10	29			0	30		
Community Day	ENR	0	2	0	0		0	0	0	
	ADA		1	0			0	0		
TOTAL K-12 LCFF Funded	ENR	1	1,947	1,824	4		0	1,822	-2	
	ADA		1,815	1,675			0	1,672		
Wind River- Adult Ed	ENR	0	28	11	0		0	14	3	
TOTAL DISTRICT	ENR	1	1,975	1,835	4		0	1,836	1	

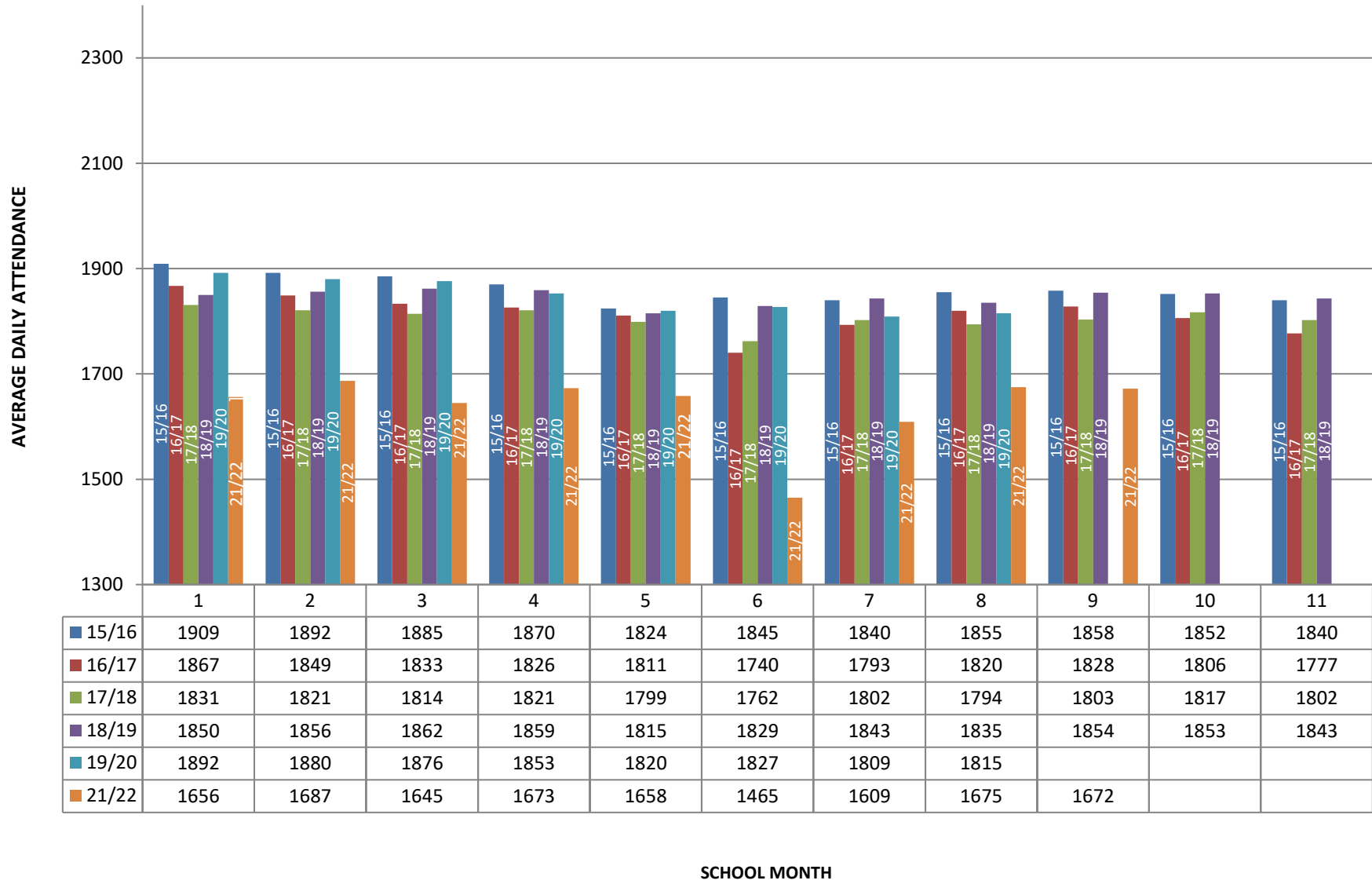
ENROLLMENT



	1	2	3	4	5	6	7	8	9	10	11
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	1843	1838	1819	1820	1824	1822		

SCHOOL MONTH

ACTUAL ATTENDANCE



BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: May 10, 2022

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 9.2.2

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

SUBJECT:

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
 April 2022

Working Budget						Actuals thru: 4/29/2022					
	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	7,866,730	21,652,916	20,343,841	9,175,805	19,721,732	1,675,579	18,046,153	83.34%	12,818,994	63.01%	
Restricted	1,414,087	12,188,946	11,023,146	2,579,887	3,409,508		3,409,508	27.97%	5,689,367	51.61%	
Combined	9,280,817	33,841,862	31,366,987	11,755,692	23,131,240	1,675,579	23,131,240	68.35%	18,508,361	59.01%	
Other Funds											
Adult Ed. (11)	78,830	106,165	106,165	78,830	75,547		75,547	71.16%	47,057	44.32%	
Child Development (12)	7,717	292,102	292,102	7,717	244,239		244,239	83.61%	170,277	58.29%	
Cafeteria (13)	71,074	1,005,750	1,005,750	71,074	887,653		887,653	88.26%	727,777	72.36%	
Sp. Res-Other than Cap. Outlay (17)	40,992	400	-	41,392	223		223	55.75%	-	0.00%	
Bond Fund (21)	88,937	34,656	-	123,593	24,853		24,853	71.71%	-	0.00%	
Bond Fund- Measure J (22)	15,205,731	3	-	15,205,734	-		-	0.00%	350,844	0.00%	
Bond Fund - Measure K (23)	4,801,187	6	-	4,801,193	-		-	0.00%	145,552	0.00%	
Developer Fees (25)	947,141	318,371	-	1,265,512	162,922		162,922	51.17%	264,117	0.00%	
County School Facilities (35)	3,388	(30)	-	3,358	19		19	-63.33%	-	0.00%	
Capital Projects (49)	110,040	6,100	-	116,140	538		538	8.82%	26,936	0.00%	

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 10, 2022

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 9.2.2.1

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

SUBJECT:

The Board receive the information regarding the administrative review of the District's snack, supper, breakfast and lunch cafeteria programs.

BACKGROUND:

The District's cafeteria programs for all meals served had an administrative review this school year. This review is on a rotating cycle every three (3) years. This year Isleton was the site of review for snack and supper, whereas Delta High School, Clarksburg Middle School and D.H. White Elementary were the sites of review for breakfast and lunch. This year there were no on-site visits this due to COVID, everything was handled via email, pictures, video and zoom.

STATUS:

Attached are the findings from the administrative review. Wilson was the reviewer for the snacks and supper program, whereas Eric was the reviewer for breakfast and lunch. The district had 30 days to submit corrective action and all corrective actions have been submitted and approved. The technical assistance report is informational for the district to ensure next school year that the district implements since the waivers expire June 30, 2022.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

That the Board receives the information regarding the administrative review of the District's snack, supper, breakfast and lunch cafeteria programs.

Time allocated: 5 minutes

River Delta Joint Unified School District (02260)

Review ID: 28013

Exit Conference Date: 4/14/2022

Review Year: 2021-2022

Month of Review: February

Lead Reviewer: Eric May

Area	Findings ID	Finding Description	Required Corrective Action
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Sponsor - Level Findings

300 - Meal Counting and Claiming	V-0300	The SFA did not correctly consolidate and claim meal counts at three sites for the month of review (MOR). Attached in CNIPS is a report generated by reviewer titled DHS CMS Charter Meal Counts Edit Check – Eric, which details overclaims and underclaims submitted by SFA. Meal counts were correctly consolidated and claimed at all approved sites aside from the three sites detailed in the attached report. For more information about the requirement for SFAs to correctly consolidate meal counts before submitting a claim for reimbursement, please refer to 7 CFR 210.7(c)(1)(iv) and (v): "Lunch count system: To ensure that the Claim for Reimbursement accurately reflects the number of lunches and meal supplements served to eligible children, the school food authority shall, at a minimum: Correctly record, consolidate and report those lunch and supplement counts on the Claim for Reimbursement; and (v): Ensure that Claims for Reimbursement do not request payment for any excess lunches produced, as prohibited in § 210.10(a)(2), or non-Program lunches (i.e., a la carte or adult lunches) or for more than one meal supplement per child per day.	1. Revise your written meal counting and claiming procedures so that meal counts are recorded and transferred to the Titan Software system as accurately as possible, ensuring the submission of accurate claims for reimbursement. 2. Submit your revised procedures to CDE for review.
1400 - Food Safety	V-1400	Reviewer observed the food products were not stored properly during the day of review (03/23/2022) at DH White Elementary. Food products were being stored on the floor, when it is a requirement for products to be stored at least six inches above the floor. For more information about proper food storage, please refer to 7 CFR 210.9(b)(14): Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations, and comply with the food safety requirements of § 210.13;	1. Develop and implement written procedures that discuss the SFA's practice of storing food products six inches above the floor. 2. Submit written procedures to CDE for review.
600 - Dietary Specifications and Nutrition Analysis	V-0600	The reviewer noted that there were shortages of various meal components served during the week of review. The first meal component shortage was the vegetable meal component offered to students at lunch service during the week of review (WOR) at all three sites of review: Delta High School, DH White Elementary, and Clarksburg Middle School. During the WOR (02/07/22 – 02/11/22), the SFA offered only a half cup (1/2 c) of vegetables to students on 2/8/22 and 2/9/22. The meal pattern for grades 9-12 requires a full cup (1 cup) of vegetables to be offered to students at lunch, and the grades K-8 meal pattern requires SFAs to offer 3/4 cup vegetables with lunch. The second meal component	1. Plan the following proposed menus for a week of meal service: a. Breakfast menu that complies with the grades 9-12 meal pattern for breakfast. b. Lunch menu that complies with the grades 9-12 meal pattern for lunch. Document meal component contributions for each item served on each day. Collect all documentation that substantiates proposed menu. 2. Submit all documentation CDE for review.

		<p>shortage was the fruit meal component offered to students at breakfast service on 02/07/2022 at Delta High School and Clarksburg Middle School. During the WOR (02/07/22 – 02/11/22), the SFA offered only a half cup (1/2 c) of fruit to students on 02/07/2022. The meal patterns for grades 9-12 and k-8 require a full cup (1 cup) of fruit be offered to students at breakfast. Due to the fact that meal component shortages are not a repeat issue, no meals will be disallowed. For more information about the SNP lunch meal pattern, please refer to 7 CFR § 210.10(C): Meal pattern for school lunches. For more information about the SNP breakfast meal pattern, please refer to 7 CFR 220.8(c): Meal pattern for school breakfasts for grades k-12.</p>	
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Technical Assistance

Reviewer	Comments
Eric May	<p>SFA currently operates SSO under USDA Covid-19 Waiver #85. SFA serves meals to students attending Delta High School (grades 9-12), Clarksburg Middle School (Grades k-8), and Delta Charter Elementary School (k-5) out of open site Delta High School. Reviewer recommended to SFA that they follow the grades 9-12 meal patterns for breakfast and lunch when co-mingling students between grades k-12.</p> <p>SFA is currently operating SSO under USDA Covid-19 waiver #85 for school year 21-22, and utilizes a manual tally system to count meals served. Talled meal counts are separated by site, which is not necessary under SSO operation. SFA then transfers manually collected meal counts into Titan Software System, and submits claims for reimbursement. Regarding meal service at three specific approved sites, SFA currently serves meals out of an on-site cafeteria located at approved open site Delta High School (DHS), to children enrolled at DHS, as well as two other approved sites - Clarksburg Middle School (CMS), and Delta Charter Elementary School (DC). CMS and DC are located across the street from DHS. Students at DHS, CMS, and DC take and consume their meals on-site at DHS. Per the regulations of SSO operation, all meals served out of an open site (DHS) may be claimed at the free rate, regardless of child enrollment status.</p> <p>Reviewer provided guidance to SFA in the area of student eligibility under SSO operation, discussing the criteria that all children aged 18 and under are eligible for a free meal. This includes all children in the community. Upon review of manually tallied meal counts, reviewer noted that meal counts are separated by site of child enrollment. Reviewer provided guidance on best practices regarding manual meal counts under SSO operation, and explained the fact that differentiating site enrollment information is not required when meals are served from an open site under SSO operation. Reviewer also discussed the differences between manually counting meals under SSO operation and NSLP operation. Reviewer explained that after USDA Covid-19 waiver #85 expires on June 30, 2022, or your last day of your 21-22 school year, if the SFA chooses to operate NSLP, then <u>all meals served at an approved site must be claimed under that specific site (i.e., if a child is enrolled at CMS, and being served a reimbursable meal at DHS, then the meal will need to be claimed under DHS, the point of service)</u>. This would be barring any SFA enrollment in provisions or CEP.</p>
Daniel Williams	<p>There are some required elements missing in your Local School Wellness Policy, such as the mention of Smart Snack standards and the nondiscrimination statement. I will provide a model policy and LSWP checklist for your review.</p>
Eric May	<p>Reviewer provided guidance on best practices for ensuring accurate meal counts and claims for reimbursement. Reviewer recommended instilling a verifying official to double check and spot check meal counts and claims to ensure accuracy.</p>
Eric May	<p>SFA currently has USDA Covid-19 waiver #85 and #86 in effect, which allow for operation of the Seamless Summer Option during the 21-22 School year (waiver #85) and for all meals to be claimed at the SFSP rate (waiver #86). Reviewer discussed with the SFA the requirement for all meals to be counted and claimed under eligibility status determined per child after June 2022.</p>
Eric May	<p>Reviewer brought to the Food Service Director's attention that there were no beans/legumes served during the week of review. The SFA has USDA Covid-19 waiver #90 (meal pattern flexibility) implemented, which waives the requirement for a variety of veggies to be served. Reviewer discussed with FSD the fact that this waiver does not waive the requirement to serve veggies entirely. Reviewer provided SFA with a copy of USDA memo that details this waiver.</p>

the following:

- o Whether an allegation is made verbally or in person and, if applicable, where complaints forms can be obtained
- o The staff member responsible for receiving and transcribing the complaint
- o The procedures for receiving a complaint cannot prevent a complaint from being accepted
- o The procedures must identify the outside agency to which complaints are forwarded (i.e., SA, FNSRO, FNS Office of Civil Rights, or USDA Office of Civil Rights)

· Additionally, your procedures must not indicate that you will attempt to resolve the complaint yourselves, nor can your regular

Daniel Williams

You must publish a public media release. Since your SFA is operating the Seamless Summer Option (SSO) for this school year under COVID-19: Child Nutrition Response #85 and all meals are provided at no cost, you may modify and use the CEP Media Release template that is available in the CNIPS Download Forms as SNP 52 CEP. The CEP template may be used for this school year only while your SFA is providing meals through the SSO waiver.

Daniel Williams

· Once you have conducted your assessment of the LSWP, the assessment and results should be posted somewhere to which the general public will have access.

Daniel Williams

All districts are required to conduct triennial assessments of their LSWP. If your agency was approved by the CDE for a triennial assessment extension under the USDA FNS COVID-19: Child Nutrition Response #98, your first triennial assessment is due by June 30, 2022. If your agency was not approved by the CDE for an extension to June 30, 2022, your first assessment was either due June 30, 2021 if approved for an extension in 2020-21, or by June 30, 2020.

Daniel Williams

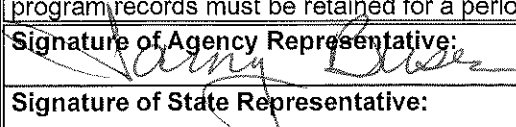
Reviewer brought to the attention of the FSD the fact that the MPRs that documented meals served during the week of review did not entirely match the daily menus presented to students and parents during the same time period. Reviewer explained to FSD the importance of updating daily menus to reflect actual meals served in order to avoid confusion and reduce/eliminate student dissatisfaction.

Eric May

Reviewer discussed the with the Food Service Director Tammy Busch (FSD) the finding that was noted regarding the veggie shortage during the week of review. Reviewer provided FSD with the SNP meal pattern for grades k-8, and referred FSD to the area of the 7 CFRs that discusses the SNP meal pattern.

Eric May

**CACFP Centers
Summation Report**

Agency Name: River Delta Joint Unified School District	Vendor Number: 67413Z	CNIPS ID: 02260-CACFP-48-PS-CS	Review ID: 33957
Address: 445 Montezuma Street	City: Rio Vista	Zip: 94571	County: Solano
Contact Person: Tammy Busch	Title: Chief Business Officer		Telephone: 707-374-1715
Program Types: <input type="checkbox"/> Adult Care <input checked="" type="checkbox"/> At-risk <input type="checkbox"/> Child Care <input type="checkbox"/> Emergency Shelters <input type="checkbox"/> Head Start <input type="checkbox"/> School Age			
Type of Review: <input checked="" type="checkbox"/> First <input type="checkbox"/> First Follow-up <input type="checkbox"/> Second Follow-up <input type="checkbox"/> Ninety-day <input type="checkbox"/> Program Assistance			
Areas Reviewed for Compliance			
Performance Standard 1: Financial Viability		Performance Standard 3: Program Accountability	
<input checked="" type="checkbox"/> 100 Financial Management		<input type="checkbox"/> 300 Enrollment	
Performance Standard 2: Administrative Capability		<input type="checkbox"/> 500 Eligibility	
<input type="checkbox"/> 200 Procurement Procedures		<input checked="" type="checkbox"/> 600 Meal Counts	
<input type="checkbox"/> 220 Program Resources		<input type="checkbox"/> 700 Licensing Requirements	
<input type="checkbox"/> 240 Policies and Procedures		<input checked="" type="checkbox"/> 800 Meal Requirements	
<input type="checkbox"/> 280 Pricing Program		<input type="checkbox"/> 900 Fiscal Accountability	
		<input type="checkbox"/> 1000 Training	
		<input checked="" type="checkbox"/> 1100 Facility Review	
		<input type="checkbox"/> 1200 Safety and Sanitation	
		<input type="checkbox"/> 1300 Civil Rights	
Place an (R) at the end of all repeat findings.			
Summary of Review Findings			
Review Month: February 2022 Review Dates: 03/14/22 – 03/22/22			
<input type="checkbox"/> All areas found to be in compliance. No action is required. This review is closed. Congratulations on an excellent administrative review (AR).			
<input checked="" type="checkbox"/> One or more performance standards (PS) were not in compliance. The noncompliant areas are checked above.			
<input type="checkbox"/> A follow-up review may be conducted because of noncompliance in PS 1, PS 2, or PS 3.			
<input type="checkbox"/> Serious deficiencies (SD) were found during your AR. If permanent, acceptable corrective action documentation (CAD) is not implemented, the California Department of Social Services (DSS) will propose to terminate your Child and Adult Care Food Program (CACFP) agreement. If the CACFP agreement is terminated, your organization and responsible parties will be placed on the National Disqualified List (NDL) and will remain on the NDL until such time as the DSS, in consultation with the U.S. Department of Agriculture (USDA) Food and Nutrition Service (FNS) determines that the SDs have been corrected, or until seven years after their disqualification. However, if any debt relating to the SDs has not been repaid, your organization and responsible parties will remain on the NDL until the debt has been repaid. These actions are being taken pursuant to Title 7, <i>Code of Federal Regulations</i> (7 CFR), sections 226.6(c)(3) and (7)(v).			
Agency is required to submit CAD by: 04/29/22 Submit CAD to: Wilson Tjhia, Child Nutrition Consultant California Department of Social Services CACFP Branch 6379 Clark Ave, Suite 210 Dublin, CA 94568 Phone: (916) 858-9388 Email: Wilson.tjhia@dss.ca.gov			
The findings of this review are the results of an assessment of a sample of your program records for the current year. All program records must be retained for a period of three years plus the current year.			
Signature of Agency Representative:			Date:
			4.29.22
Signature of State Representative:			Date:
(Agency signature does not designate agreement with reviewer comments)			

Summation Report

Agency Name: River Delta Joint Unified School District	Vendor Number: 67413Z	CNIPS ID: 02260-CACFP-48-PS-CS	Review ID: 33957
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Comments:

The California Department of Social Services (DSS), CACFP Branch, completed an Administrative Review (AR) of River Delta Joint Unified School District's at-risk afterschool program from 03/14/22 to 03/22/22. February 2022 was selected as the month of review, since this was the last claim submitted in the Child Nutrition Information and Payment System (CNIPS) at the time of the review. The compliance areas of review are listed on page one of this summation report. The areas out of compliance are marked with an X. The findings, technical assistance, comments, and required correction action with timelines are included throughout this summation report. Please review the technical assistance provided to assist with correcting the findings.


A meal observation was conducted by telephone and email at the following site:

Site/Site # Isleton Elementary 5603
Date: 02/17/22
Meal Type: Supper
Site Visit Type: Unannounced

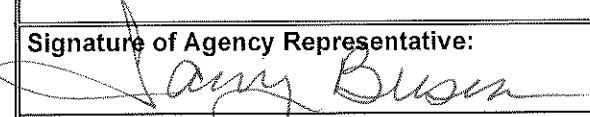
Training and Technical Assistance Provided:

02/04/22 - Training and technical assistance was provided to program administrators and staff on the following:

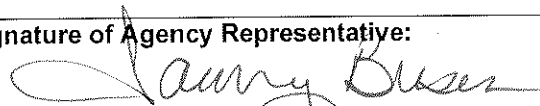

- Administrative Review Guidance
- Program Integrity Plan
- #87 Nationwide Waiver to Allow Non-Congregate Meal Service
- #88 Nationwide Waiver of Meal Times Requirements
- #89 Nationwide Waiver to Allow Parents and Guardians to Pick Up Meals for Children
- #91 Nationwide Waiver to Allow Specific Meal Pattern Flexibility in the CACFP
- #93 Nationwide Waiver of Area Eligibility in Afterschool Programs and for Family Day Care Home Providers
- #96 Nationwide Waiver of Onsite Monitoring Requirements for Sponsors in the CACFP
- The agency had not opted in to any of the USDA COVID-19 Child Nutrition Response Waivers at the time of review. The reviewer provided information on these flexibilities and the requirement of a program integrity plan, should the agency elect to opt in to the above-mentioned waivers.
- Additional:
 - CACFP Administrative Manual Section 6.3
 - MB CNP-04-2019: Transferring Excess Funds between Child Nutrition Programs
 - Per 7 CFR, section 226.10(c), in submitting a claim for reimbursement, each institution shall certify that the claim is correct and that records are available to support that claim.
 - MB CACFP-01-2020: Documentation Requirements for the CACFP Meal Patterns.
 - MB CACFP-09-2019: Monitoring Requirements for Participation in the Child and Adult Care Food Program:
 - SNP-06-2014: Documenting Employee Time and Effort in Federal School Nutrition Programs

Signature of Agency Representative: 	Date: 4.29.22
Approval Signature of State Representative:	Date:


Summation Report

Agency Name: River Delta Joint Unified School District	Vendor Number: 67413Z	CNIPS ID: 02260-CACFP-48-PS-CS	Review ID: 33957
<p>Performance Standard 1—Financial Viability Compliance Area 100: Financial Management</p> <p>Findings: Per CACFP Administrative Manual Section 6.3, A center, whether it is public, nonprofit, or for-profit, must operate a nonprofit food service operation. If a center's accounting system shows a profit for the food service program, that profit cannot at any time exceed three months' average expenses. After reviewing RDUSD's financial summary report from the previous program year, it was discovered the sponsor made a profit which resulted in a balance of \$116,682.95, exceeding their excess balance threshold of \$52,340.86</p> <p>Technical Assistance:</p> <ul style="list-style-type: none"> • CACFP Administrative Manual Section 6.3 • MB CNP-04-2019: Transferring Excess Funds between Child Nutrition Programs <p>Submit Required Corrective Action by 04/29/22</p> <ol style="list-style-type: none"> 1) Develop a plan for proper use of excess funds to improve or expand the nonprofit school food service for the benefit of program participants. If the sponsor decides to transfer excess funds to the SNP, approval from the program specialist must first be obtained to ensure the transaction meets allowability and documentation requirements. 			
<p>Corrective Action(s) Documentation: Complete your response in this box or use separate sheets as needed. Sign and date at the bottom of this page. Return this report with documents to support your response to the reviewer by the date above.</p>			
Signature of Agency Representative: 			Date: 4.29.22
Approval Signature of State Representative:			Date:

Summation Report

Agency Name: River Delta Joint Unified School District	Vendor Number: 67413Z	CNIPS ID: 02260-CACFP-48-PS-CS	Review ID: 33957
<p>Performance Standard 3—Program Accountability Compliance Area 600: Meal Counts</p> <p>Findings: Per 7 CFR, section 226.10(c), in submitting a claim for reimbursement, each institution shall certify that the claim is correct and that records are available to support that claim. This reviewer discovered there were several days where meal counts had exceeded attendance numbers during the reconciliation and review of Isleton Elementary. The foodservice director and site contact were made aware immediately. Any meal counts exceeding attendance numbers were corrected prior to their claim submission, which this reviewer had verified.</p> <p>Submit Required Corrective Action by 04/29/22</p> <ol style="list-style-type: none"> 1) Create and implement a written policy and procedure to ensure accurate meal counts are taken daily. Include as part of the procedure, daily meal count documents should be compared with attendance rosters to ensure meal counts are correct. 2) Train all responsible staff on the new policies and procedures. Provide a copy of the agenda including topics covered, date, and sign in sheets. <p>Corrective Action(s) Documentation: Complete your response in this box or use separate sheets as needed. Sign and date at the bottom of this page. Return this report with documents to support your response to the reviewer by the date above.</p>			
Signature of Agency Representative: 			Date: 4.29.22
Approval Signature of State Representative: 			Date:

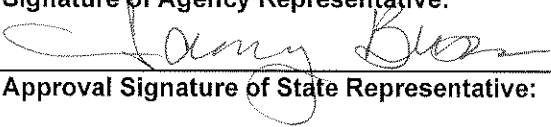
Summation Report

Agency Name: River Delta Joint Unified School District	Vendor Number: 67413Z	CNIPS ID: 02260-CACFP-48-PS-CS	Review ID: 33957
<p>Performance Standard 3—Program Accountability Compliance Area 800: Meal Requirements</p> <p>Findings: RDUSD's supper and snack menus were missing documentation as required by MB CACFP-01-2020.</p> <p>Per MB CACFP-01-2020: Documentation Requirements for the CACFP Meal Patterns, all CACFP Operators must:</p> <ul style="list-style-type: none"> • Document on the menu, for each age group, the fat content of all types of milk served, e.g., whole, 1 percent (low-fat), fat-free (nonfat or skim), and whether each milk type is unflavored (plain) or flavored. • Document on the menu at least one food item per day which meets the criteria for whole grain-rich (WGR). Suggestions for clearly identifying the WGR item on the menu include writing WGR after the food item, highlighting or bolding the WGR food item on the menu, or using an asterisk after the WGR item(s) with an accompanying notation at the bottom of the menu indicating the asterisk represents WGR. <p>Submit Required Corrective Action by 04/29/22</p> <ol style="list-style-type: none"> 1) Provide reviewer with a revised copy of supper and snack menus with the documentation requirements noted above. 			
<p>Corrective Action(s) Documentation: Complete your response in this box or use separate sheets as needed. Sign and date at the bottom of this page. Return this report with documents to support your response to the reviewer by the date above.</p>			
Signature of Agency Representative: 			Date: 4.29.22
Approval Signature of State Representative:			Date:

Summation Report

Agency Name: River Delta Joint Unified School District	Vendor Number: 67413Z	CNIPS ID: 02260-CACFP-48-PS-CS	Review ID: 33957
<p>Performance Standard 3—Program Accountability Compliance Area 1100: Facility Review</p> <p>Findings: RDUSD's facility reviews did not provide sufficient documentation to substantiate their review assessed program requirements set forth by 7 CFR, Section 226.16(d)(4)(i).</p> <p>According to 7 CFR, Section 226.16(d)(4)(i), a sponsor must assess the site's compliance with the following basic program requirements during each site review:</p> <ul style="list-style-type: none">• Meal pattern• Attendance at training• Meal counts• Menus and menu production records• A reconciliation of meal counts at each site is required by 7 CFR, Section 226.16(d)(4)(ii). The sponsor must reconcile the meal counts at each of its sites for five consecutive days during a current or prior claiming month. <p>To reconcile meal counts, the sponsor must use enrollment and attendance records to determine the number of participants in care during each claimed meal service, then match those numbers against the claimed breakfasts, lunches, snacks, or suppers in order to ascertain whether or not the meal counts are accurate. Meal count errors may be grounds for an overclaim and result in a declaration of seriously deficient (SD). Per 7 CFR, Section 226.16(d)(4)(v), if a sponsor uncovers one or more SDs during a site review, the next visit to the site must be unannounced.</p> <p>Technical Assistance: RDUSD was provided form CACFP 16: Center Monitoring Review Report from CNIPS download forms to utilize.</p> <p>Submit Required Corrective Action by 04/29/22</p> <ol style="list-style-type: none">1) Provide this reviewer with a completed facility review form to show program requirements set forth by 7 CFR, Section 226.16(d)(4)(i) are assessed and properly documented.			

Summation Report

Agency Name: River Delta Joint Unified School District	Vendor Number: 67413Z	CNIPS ID: 02260-CACFP-48-PS-CS	Review ID: 33957
Performance Standard 3—Program Accountability Compliance Area 1100: Facility Review			
Corrective Action(s) Documentation: Complete your response in this box or use separate sheets as needed. Sign and date at the bottom of this page. Return this report with documents to support your response to the reviewer by the date above.			
Signature of Agency Representative: 			Date: 4.29.22
Approval Signature of State Representative:			Date:

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: May 10, 2022

Attachments: X

From: Ken Gaston, Director of MOT

Item Number: 9.2.3

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

SUBJECT:

Monthly MOT Information Report

BACKGROUND:

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

STATUS:

See attached monthly report for the period of April 2022

PRESENTER:

Ken Gaston

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board receives this information

Time allocated: 5 minutes

Maintenance, Operations & Transportation
Monthly Report for Board Meeting
May 10, 2022

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**
 - Removed weeds all over blacktop. - \$160

- **D. H. White Elementary**
 - Replaced blower motor and wheel for heater in room 3. - \$1,760
 - Replaced a light switch and ballast in nurse office. - \$230
 - Assembled and installed buddy bench outside classroom. - \$160

- **Isleton Elementary School**
 - Repaired backstop and mowed around all 3 backstops. - \$305

- **Rio Vista High School**
 - Replaced irrigation timer and lock on the irrigation box. - \$240

- **Riverview Middle School**
 - Replaced urinal shutoff, flush and chockers valves in boy's locker room. - \$200
 - Replaced chiller timer. - \$410
 - Ran snake down plugged line two times and flushed out line. - \$200

- **Walnut Grove Elementary School**
 - Installed a long door stop to reach the ground in room 7 door. - \$109

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 10, 2022

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 River Delta Unified School District self-reflection tool submitted to the California State Dashboard.

Time allocated: 5-10 minutes

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: May 10, 2022

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 10.1

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

SUBJECT:

Request to approve the Minutes from the Regular meeting of the Board of Trustees held on April 12, 22.

BACKGROUND:

Attached are the Minutes from the Regular meeting of the Board of Trustees held on April 12, 2022.

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

April 12, 2022

1. **Call Open Session to Order** – Board President Stone called the Open Session of the meeting of the Board of Trustees to order at 5:31 p.m. on April 12, 2022 at the 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 Lamera moved to approve, Member Riley seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent:)

5. **Open Session was reconvened at 6:46 pm**

- 5.1 Roll was retaken, all members were present.
Also present: Katherine Wright, Superintendent; Tammy Busch, Chief Business Officer, Nicole Latimer, Chief Educational Service 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 approved Closed Session item 4.3.4.1 Resolution #830 Non-reemployment for the 2022-2023 school year for Probationary 0, I & II Certificated Staff.

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

Also during Closed Session the Board received information and had a discussion regarding Land Developments with Counsel, Parker & Covert, LLC and River Delta Unified School District's Lead Negotiator for Developments, Joe Dixon, Dixon Smart School House LLC.

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

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

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

8. **Public Comment:** No comments were received.

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 he attended the Delta High School's production of The Lion King, stating that he loves seeing the Arts in action in our small schools. He mentioned that he attended the Facilities Steering Committee meetings to discuss items to move forward in the first round of Bond Projects. He noted that the details of the meetings will be discuss later in the evening.

9.1.2 Facilities Steering Committee report(s) Board President Stone reported that meetings held were to discuss Bond Projects and details of the meeting will be discussed in Agenda item number 24.

9.1.3 Superintendent Wright's report(s) Superintendent Wright welcomed those who were attending the meeting. She stated that, she is happy to see the Delta High School students of agriculture here tonight and thanked them and their teacher for taking time during their Spring Break to give a presentation. She mentioned that during the Spring Break it is nice to see through social media people taking time to enjoying themselves either by relaxing or travelling to so many wonder places. She stated that some district students traveled to Washington D.C. and New York City exploring the historical sites.

Superintendent Wright noted that she and Ms. Latimer have been finalizing the expansion plans for mental, social and emotional supports for our students. They have been reaching out to our county partners in Yolo, Solano and Sacramento, expressing our need for help in these areas. She stated that exciting news was received from the Sacramento County Office of Education and the Sacramento County Behavioral Health Department, stating that our District will be assigned a full-time social-emotional counselor at Walnut Grove Elementary School for the upcoming school year, and they are also committed to facilitate improvement efforts with our staff in the area of Social-Emotional Learning. Solano County has offered to expand their partnership with the District by offering services to the schools in Rio Vista with their Mobile Mental Health Crisis Unit. Staff will be able to get immediate assistance when students are experiencing a mental health crisis. The members in the Crisis Unit are certified to help the students and develop a personal safety plan for them as well. Superintendent Wright noted that she is hopeful that the efforts to partner with Yolo County will flourish even though we haven't had success as of yet.

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, Director of MOT

9.2.1 ADA/Enrollment Report – Tammy Busch, Chief Business Officer reported that the Districtwide enrollment has seen a decrease of 140 student compared to the 2019-2020 school year (Pre-Covid Enrollment). The Districtwide enrollment compared to last month has increased by 4 students and an increased by 66 ADA was reported.

9.2.2 Monthly Financial Report – Tammy Busch, Chief Business Officer stated that the report submitted shows both budgeted and actual revenues and expenditures for each District Fund from the prior month, noting that the report does not include any encumbered expenditures.

9.2.3 Maintenance, Operations & Transportation Update - Ken Gaston, Director of MOT reported that during this month each year his team is requested to switch the HVAC units from heating to air-conditioning, which is quite challenging since the temperatures fluctuate finding some people warm, and others cold. The maintenance department has received one resignation letter that will take effect on April 22nd. There are nine employees who have chosen to take vacation during the Spring Break, which is good financially, however, it limits the number of projects that can be completed in the classrooms during the break. The maintenance crew was able to complete six or seven installation projects of SmartBoard and or projectors. Mr. Gaston provided a transportation update, noting that the department has three contacted bus drivers, one substitute bus driver, one contracted van driver and two substitute van drivers, one of which can only work part-time due to retirement restrictions. Currently, the District has one potential bus driver who is in the process of completing the necessary tests to complete their license.

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

- 9.3.1 Educational Services Update – Nicole Latimer, Chief Educational Services Officer reported that she has been working on the District Service Agreement (DSA) with Migrant Education which is due the following week. She stated that the department is currently working on preparing for next year, such as ordering curriculum, preparing for districtwide professional development offerings. Ms. Latimer mentioned that a professional development workshop that focused on differentiation was held on March 30th and received positive responses from educators and administrators. Ms. Latimer stated that she is planning the summer activities with the goal of having all plans finalized by the last week of school. She mentioned that state testing will be beginning soon.
- 9.3.2 Delta High School Future Farmers of America (FFA) Leadership Officers Presentation – Charles Van Riper and Anika Neeley, Delta High School FFA Advisors – Each of the Delta High School Future Farmers of America (FFA) students; Makayla Rogers, Hailey Rice, Justin Bonilla and Miguel Romero provided a portion of the presentation to the Board of Trustees and meeting attendees. The presentation provided an explanation of when and why the organization was founded as well as some of the opportunities and responsibilities of the members.
- 9.3.3 Williams Settlement Public Notification regarding sufficiency of teachers, facilities, and textbook and instructional materials, quarterly report (Third Quarter Jan.-Mar.); – Nicole Latimer, Chief Educational Services Officer, mentioned that providing this update to the Board of Trustees quarterly is a requirement for the Williams Uniform Complaint Process (UCP). She noted that the District did not receive any complaints during this quarter.
- 9.3.4 Sacramento County Office of Education (SCOE) Second Quarterly Williams Review Report for FY 2021-2022- Nicole Latimer, Chief Educational Services Officer reported that currently River Delta Unified School District has two schools that are required to receive an annual Williams visit and review: Walnut Grove Elementary and Clarksburg Middle Schools. During the second quarter of FY 2021-2022, the Sacramento County Office of Education (SCOE) did not conduct any site reviews of instructional materials or facilities. However, they plan to review the District's School Accountability Report Cards (SARC) beginning in the third quarter. She also reported that the California Commission on Teacher Credentialing has reported there were two teacher misassignments, one corrected teacher misassignment, and zero teacher vacancies in FY 2020-2021. She noted that there were no complaints filed in the district under the UCP during the quarter ending December 31, 2021.
- 9.3.5 Special Education Update – Nicole Latimer, Chief Educational Services Officer shared on behalf of Jane Cronin, Interim Director of Special Education. She reported that on April 4th the Special Education Department hired Sara Hall to provide a Crisis Prevention Intervention (CPI) training at Riverview Middle School which focused on CPI and the best practice for non-violent intervention. The training also gave instruction on the management of disruptive behaviors, including the use of verbal and non-verbal techniques to ensure the safety of staff and students. On April 4th a meeting was held at the District Office for the School Psychologists to review current caseloads and current topics. Ms. Cronin has been communicating with the County SELPA regarding the annual review, which included best practices regarding compliance moving to the 2022-2023 school year. Ms. Cronin is pleased to inform the Board that, since she started working, she has visited each campus at least twice and has met with all the administrators, case managers and various service providers. Ms. Latimer stated that this is amazing as she is working part-time. Ms. Cronin provided a professional development workshop on April 30th to cover compliance monitoring, Extended School Year opportunities, SEIS tips and documentation.

9.4 River Delta Unified Teachers Association (RDUTA) Update – Alyson Stiles, RDUTA President – no report given

9.5 California State Employees Association (CSEA) Chapter #319 Update – CSEA Representative, David Groves, reported that he has not been officially elected as the Chapter President indicating that so far this has been a learning experience.

10. Consent Calendar

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

10.1 Approve Board Minutes

Regular Meeting of the Board – March 8, 2022

Special Meeting of the Board – March 21, 2022

10.2 Receive and Approve Monthly Personnel Report - As of April 12, 2022

10.3 Request to Approve District's Monthly Expenditure Report
March 2022

10.4 Request to Approve a submission for the Dual Language Immersion Grant to the California Department of Education to support the current Dual Language Immersion (DLI) program at Bates Elementary School – Maria Elena Becerra, Principal

10.5 Request to approve the Independent Contract for Services Agreement with April Seto of Seto Educational Support Services for the 2021-2022 school year at a cost not to exceed \$5,000 – Nicole Latimer, Chief Educational Services Officer

10.6 Request to Approve the Contract with Michael's Transportation for Migrant Education for the Remainder of the 2021-2022 School Year and 2022 Summer Programs, not to exceed \$65,000, Migrant Education Funds - Nicole Latimer, Chief Educational Services Officer

10.7 Request to Approve the Overnight Field Trip for the Delta High School's FFA Program to attend the State Finals for Horse Judging Competition in San Luis Obispo – Christine Mabery, Principal

10.8 Donations or Receive and Acknowledge

Riverview Middle School - General Donations

Blackbaud Giving Fund – PG & E - \$89.74

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

Member Lamera requested to pull consent item 10.6 for discussion, Member Mahoney moved to approve the remaining items Member Apel seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent)

Board President Stone announced that Mr. Gabino Perez has been approved as the new Walnut Grove Elementary School Principal. She congratulated him on his new position.

After discussion Member Lamera moved to approve Consent Calendar item 10.6, Member Riley second. Motion passed 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent)

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

11. Request to Approve the Agreement with Dora Dome Law Offices to Provide Legal Services Regarding Student Discipline and Other Legal Services not limited to the 2021-2022 School Year – Katherine Wright, Superintendent
Member Mahoney moved to approve, Member Riley seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent:)
12. Request to Approve the Food Service Management Contract Extension with Sodexo for Fiscal Year 2022-2023 – Tammy Busch, Chief Business Officer
Member Mahoney moved to approve, Member Lamera seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent:)
13. Request to Approve the Contract with DataPath to Provide a Multi-Factored Authentication (MFA) Services in Connection the District's Cyber Security, a one-time cost of \$12,000 and an annual cost of \$2,263 – General Funds – Tammy Busch, Chief Business Officer
Member Riley moved to approve, Member Casillas seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent:)
14. Request to Approve the Purchase of an Industrial Trash Compactor/Baler to be Located at Delta High School and Clarksburg Middle School Campus, at a Cost not to Exceed \$63,869.64, Maintenance and Operations Funds – Ken Gaston, Director of Maintenance, Operation and Transportation
Member Apel moved to approve, Member Mahoney seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent:)
15. Request to Approve the Purchase of a 16 ft. Trailer for the Maintenance and Operations Department, at a Cost not to Exceed \$16,955 - Maintenance and Operations Funds – Ken Gaston, Director of Maintenance, Operation and Transportation
Member Mahoney moved to approve, Member Lamera seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent:)
16. Request the Board's Authorization for Superintendent Wright to Review and Approve on Behalf of the Board the District Service Agreement (DSA) with Butte County Office of Education Migrant Education Region 2 for Migrant Services in RDUSD for the 2022-2023 School Year – Nicole Latimer, Chief Educational Services Officer
Member Lamera moved to approve, Member Casillas seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent:)
17. Request to Approve the Two-year (2) Renewal Lease Agreement with Sacramento Employment And Training Agency (SETA-Head Start) for Operation of the Preschool Program at Walnut Grove Elementary School August 1, 2022 through July 31, 2024 – Tammy Busch, Chief Business Officer
Member Casillas moved to approve, Member Riley seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent:)
18. Request Approval of Election Process and Resolution #831 Specifications of Election Order, Publication of Notice of Election form, Notice of Election and Certification of Maps and Boundaries for the November 8, 2022 Elections of District Board Members for the 2022-2026 Term of Office – Katherine Wright, Superintendent
Member Jelly moved to approve, Member Apel seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent:)
19. Request to Approve Resolution #832 Condemning Racism, Violence, and Injustice And Committing To Equity and Humanity is Central Guiding Principles – Katherine Wright, Superintendent Officer
Public Comment given by Emily Gollinger regarding the matter of Resolution #832. She thanked the Board for taking the first step by acknowledging that there is racism in our district schools. However, she it is of her opinion that passing this resolution is not enough and this issue needs to have a more radical implementation.
Member Lamera moved to approve, Member Riley seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent:)

20. Request to Approve the Revised Student Disciplinary Guide as of April 12, 2022 – Nicole Latimer, Chief Educational Services Officer
- Public Comment given by Emily Gollinger regarding the matter of the revised Student Disciplinary Guide. She provided examples of her family’s personal experiences regarding hate speech and racism. She is encouraged of the changes being made; however, she feels the policies and punishments are vague. She stated that the policies and punishments need to be definitive and it should be a No Tolerance policy.*
- Member Lamera moved to approve, Member Riley seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent:)*
21. Request to Approve the First Reading of the Board Policy 1330 and Exhibit 1330 Use of School Facilities – Tammy Busch, Chief Business Officer
- Member Lamera moved to approve, Member Casillas seconded. Motion carried 6 (Ayes: Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays: Mahoney): 0 (Absent:)*
22. Request to Approve Contracts with Frontier Communications in the Amount of \$6,530 and Conterra Wireless Broadband, LLC in the Amount of \$5,578 to Provide E-rate Data Transport Services (E-Rate YR 2022(YR25)) – General and E-Rate Funding - Tammy Busch, Chief Business Officer
- Member Riley moved to approve, Member Lamera seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent:)*
23. Request to Review and Approve the Audit and Performance Report from Crowe LLP, Independent Auditor, Fiscal Year 2020-2021 for Measure J (SFID#1) and Measure K (SFID#2)– Tammy Busch, Chief Business Officer
- Member Lamera moved to approve, Member Apel seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent:)*
24. Request to Approve the SFID#1 and SFID#2 Initial Project Lists, Projects to be Paid from Corresponding Bond Funds (Measure J and Measure K) – Katherine Wright, Superintendent and Tammy Busch, Chief Business Officer
- Member Riley moved to approve, Member Casillas seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent:)*
25. Re-Adjourn to continue Closed Session, if needed – Board President Stone reported that re-adjourning to Closed Session was not necessary.
26. 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.
27. Adjournment: There being no further business before the Board, Board President Stone asked for a motion to adjourn.
- Member Casillas moved to approve, Member Lamera seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent:)*

The meeting was adjourned at 9:47 pm

Submitted:

Approved:

Katherine Wright, Superintendent and Secretary to the Board of Trustees

Marilyn Riley, Clerk, Board of Trustees

By: Jennifer Gaston, Recorder
End

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: May 10, 2022

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

RIVER DELTA UNIFIED SCHOOL DISTRICT
PERSONNEL TRANSACTION AND REPORT

DATE: May 5, 2022

NAME	SCHOOL OR DEPARTMENT	NEW / CURRENT POSITION	FTE	TRANSACTION, EFFECTIVE AT
				*CLOSE OF THE DAY
				**BEGINNING OF THE DAY
ADMINISTRATIVE				
CERTIFICATED				
Edith Rodriguez	D.H. White Elementary	Elementary Teacher	1.00	Resigned effective *06/03/2022
Christina Esperson	D.H. White Elementary	Resource Specialist	1.00	Resigned effective *06/03/2022
Melanie Skinner	Clarksburg Middle/Delta High	PE Teacher	1.00	Released effective *06/03/2022
Carley Schimmlleman	Walnut Grove Elementary	Elementary Teacher	1.00	Resigned effective *06/03/2022
Gina Chaffin	Bates Elementary	Elementary Teacher	1.00	Resigned effective *06/03/2022
Jasmine Tate	Walnut Grove Elementary	ELD Teacher	1.00	Transfer Requested *06/03/2022
Jasmine Tate	Isleton Elementary	Elementary Teacher	1.00	Transfer Approved **06/04/2022
Lisa Posnick	Bates Elementary	Elementary Teacher	1.00	Transfer Requested *06/03/2022
Lisa Posnick	Walnut Grove Elementary	Elementary Teacher	1.00	Transfer Approved **06/04/2022
Kendall Murphy	Walnut Grove Elementary	Elementary Teacher	1.00	Transfer Requested *06/03/2022
Kendall Murphy	D.H. White Elementary	Elementary Teacher	1.00	Transfer Approved **06/04/2022
Emma Groff	Clarksburg Middle/Delta High	Counselor	1.00	Hired effective **08/01/2022
Jenny Emigh	Districtwide	TOSA	1.00	Hired effective **08/05/2022
Valerie Kolokihakaufisi	D.H. White Elementary	Elementary Teacher	1.00	Hired effective **08/05/2022
Shane Halligan	Clarksburg Middle/Delta High	PE Teacher	1.00	Hired effective **08/05/2022
Juan Luna	Walnut Grove Elementary	Elementary Teacher	1.00	Hired effective **08/05/2022
Faith Dunham	Walnut Grove Elementary	Elementary Teacher	1.00	Hired effective **08/05/2022
Bramaramba Pandi	Riverview Middle School	Science Teacher	1.00	Hired effective **08/05/2022
CLASSIFIED MANAGEMENT				
CLASSIFIED				
Robert Gifford	Maintenance	Utility Worker	1.00	Resigned effective *04/22/2022
Kelly Preston	Riverview Middle School	Instructional Assistant I	0.81	Resigned effective *04/29/2022
Desiree Fernandez	Bates Elementary	Instructional Assistant I	0.13	Resigned effective *05/13/2022
Desiree Fernandez	Bates Elementary	Instructional Assistant III	0.69	Resigned effective *05/13/2022
Mayra Palomino	D.H. White Elementary	Instructional Assistant I	0.13	Resigned effective *05/06/2022

RIVER DELTA UNIFIED SCHOOL DISTRICT
PERSONNEL TRANSACTION AND REPORT

DATE: May 5, 2022

Mayra Palomino	Rio Vista High	Instructional Assistant III	0.88	Hired effective **05/09/2022
Lizet Garcia	Walnut Grove Elementary	Instructional Assistant I	0.13	Resigned effective *05/06/2022
Lizet Garcia	Walnut Grove Elementary	Instructional Assistant III	0.69	Resigned effective *05/06/2022
Lizet Garcia	District Office	Admin Srvcs Interpreter/Transl.	1.00	Hired effective **05/09/2022
Margarethe Stokes	Transportation			Retired effective *7/08/2022
Jerry Hanratty	Transpotation			Resigned effective *6/3/2022
Reny Seguban	Rio Vista High	Custodian I	1.00	Resigned effective*4/29/2022

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 10, 2022

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 10.3

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

SUBJECT:

Approve Monthly Expenditure Summary

BACKGROUND:

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

STATUS:

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Not Applicable

RECOMMENDATION:

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

Time allocated: 2 minutes

Cutoff amount: \$1.00

Select vendors with 1099 flags: of any setting.

Select payments with 1099 flags: of any setting.

Input file: Unknown Updated:

Report prepared: Mon, May 02, 2022, 9:32 AM

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015513 #ICANHELP PO BOX 11796 BAKERSFIELD, CA 93389 (925) 237-1056	795.00	1771 DHW SFTWR	04/12/2022	22344135 PV-220657	795.00	N
015023 49ER WATER SERVICES 245 NEW YORK RANCH #A JACKSON, CA 95642 (0) - 0	535.00	3883 WATER TESTING	04/12/2022	22344136 PV-220658	535.00	N
000009 ABEL CHEVROLET-PONTIAC-BUICK 280 NO FRONT STREET P.O. BOX 696 RIO VISTA, CA 94571-0696 (707) 374-6317	430.41	45949 TRANS REPAIR	04/26/2022	22346404 PO-220152	430.41	N
014434 ABEL COLLISION CENTER 1012 HIGHWAY 12 RIO VISTA, CA 94571 (707) 374-6348	3,739.49	5276 TRANS REPAIR	04/05/2022	22342912 PV-220637	3,739.49	N
013287 ACSA FOUNDATION FOR ED ADMIN 1575 BAYSHORE HIGHWAY BURLINGAME, CA 94010 (800) 608-2272	653.99	MARCH ACSA DUES 23383 N. CASEY CONF	04/12/2022 04/21/2022	22344137 PV-220659 22345669 PO-220810	254.99 399.00	N N
014567 ADMINISTRATIVE SOFTWARE APPLIC 1310 HOLLENBECK AVE SUNNYVALE, CA 94087 (877) 845-4005	2,445.50	92803 WIND RIVER ASAP SFTWR	04/21/2022	22345683 PV-220693	2,445.50	N
012976 AGAN, CODI	46.80	CAREER FAIR MILEAGE	04/07/2022	22343458 TC-220442	46.80	N

525 PHEASANT RUN DR
DIXON, CA 95620

(925) 783-5096

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015520 AGUILAR, ROSALINDA 14394 STATE HWY 160 WALNUT GROVE, CA 95690	30.75	LUNCH MONEY REIMB	04/21/2022	22345684 TC-220469	30.75	N
(0) - 0						N
015521 ALEXANDER, MENIOLITA 231 CALIFORNIA ST RIO VISTA, CA 94571	5.90	LUNCH MONEY REIMB	04/21/2022	22345685 TC-220470	5.90	N
(0) - 0						N
015516 ALMEIDA, KIMBERLY 654 VIRGINIA ST RIO VISTA, CA 94571	12.35	LUNCH MONEY REIMB	04/21/2022	22345686 TC-220471	12.35	N
(0) - 0						N
015430 AMAZON 2201 WESTLAKE AVE. #500 SEATTLE, WA 98121	1,515.47	16MPPHGLKYX3 MAINT SUPPLIES IGXJL4JXN67Q ISLE SUPPLIES 16MPPHGLL4PF DHS CARTS	04/12/2022 04/21/2022 04/26/2022	22344110 PO-220811 22345670 PO-220806 22346400 PO-220803	207.36 257.11 1,051.00	N N N
(0) - 0						N
015007 AMS.NET C/O FREMONT BANK PO BOX 4933 HAYWARD, CA 94540-4933	1,050.46	50988 RVHS CABLING	04/21/2022	22345675 PO-220441	1,050.46	N
(0) - 0						N
015544 ANGULO, LOURDES PO BOX 584 ISLETON, CA 95641	2.00	LUNCH MONEY REIMB	04/21/2022	22345687 TC-220468	2.00	N
(0) - 0						N
015526 ARRIOLA, STACEY	26.90	LUNCH MONEY REIMB	04/21/2022	22345688 TC-220472	26.90	N

317 ST. FRANCIS WAY
RIO VISTA, CA 94571

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
014367 BANK OF AMERICA	18,703.63	DHS SUPPLIES	04/12/2022	22344105	PO-220741	366.60	N
PO BOX 15796		ISLE PRESCL SUPPLIES	04/12/2022	22344108	PO-220747	255.02	N
WILMINGTON, DE 19886-5710		ISLE PRESCL SUPPLIES	04/12/2022	22344108	PO-220748	314.70	N
		ISLE SUPPLIES	04/12/2022	22344105	PO-220751	16.66	N
(0) - 0 N		ISLE SUPPLIES	04/12/2022	22344105	PO-220751	56.80	N
		MAINT SUPPLIES	04/12/2022	22344105	PO-220753	73.42	N
		MAINT SUPPLIES	04/12/2022	22344105	PO-220754	257.70	N
		DHW SUPPLIES	04/12/2022	22344105	PO-220759	35.66	N
		DHS SUPPLIES	04/12/2022	22344105	PO-220761	262.28	N
		DHS SUPPLIES	04/12/2022	22344105	PO-220761	262.28	N
		MAINT SUPPLIES	04/12/2022	22344105	PO-220765	27.29	N
		RMS SUPPLIES	04/12/2022	22344105	PO-220766	36.76	N
		RMS SUPPLIES	04/12/2022	22344105	PO-220766	23.56	N
		DHW SUPPLIES	04/12/2022	22344105	PO-220769	87.55	N
		DHW SUPPLIES	04/12/2022	22344105	PO-220769	7.11	N
		DHW SUPPLIES	04/12/2022	22344105	PO-220769	7.11	N
		RMS CHAIRS	04/12/2022	22344105	PO-220770	795.78	N
		MAINT SUPPLIES	04/12/2022	22344105	PO-220772	172.96	N
		RMS SUPPLIES	04/12/2022	22344105	PO-220773	121.02	N
		MAINT SUPPLIES	04/12/2022	22344105	PO-220774	69.73	N
		RVHS SUPPLIES	04/12/2022	22344105	PO-220775	178.51	N
		DHS SUPPLIES	04/12/2022	22344105	PO-220776	671.70	N
		RVHS SUPPLIES	04/12/2022	22344105	PO-220781	243.00	N
		CTE MICROWAVE	04/12/2022	22344105	PO-220782	205.38	N
		MAINT SUPPLIES	04/12/2022	22344105	PO-220784	172.53	N
		WIND RIVER SUPPLIES	04/12/2022	22344107	PO-220788	525.44	N
		ISLE SUPPLIES	04/12/2022	22344105	PO-220789	242.60	N
		ISLE SUPPLIES	04/12/2022	22344105	PO-220790	150.43	N
		RMS SUPPLIES	04/12/2022	22344105	PO-220791	66.46	N
		ISLE SUPPLIES	04/12/2022	22344105	PO-220792	81.17	N
		RMS SUPPLIES	04/12/2022	22344105	PO-220793	83.12	N
		RMS SUPPLIES	04/12/2022	22344105	PO-220793	64.69	N
		DHW SUPPLIES	04/12/2022	22344105	PO-220794	648.45	N
		RVHS CABLE	04/12/2022	22344105	PO-220795	7.21	N
		CAREER FAIR SUPPLIES	04/12/2022	22344105	PO-220796	146.59	N
		MAINT SUPPLIES	04/12/2022	22344105	PO-220798	459.48	N
		RMS SUPPLIES	04/12/2022	22344105	PO-220804	55.53	N
		RMS SUPPLIES	04/12/2022	22344105	PO-220804	71.37	N
		N. CASEY AIRFARE	04/12/2022	22344105	PO-220826	15.00	N
		RVHS LAPTOPS	04/12/2022	22344105	PV-220656	1,729.66	N
		MAINT REFUND	04/12/2022	22344105	PV-220656	174.03	N
		RVHS LAPTOPS	04/12/2022	22344105	PV-220656	4,324.85	N
		CASBO REG REFUND	04/12/2022	22344105	PV-220656	660.00	N
		QSS HOTEL	04/12/2022	22344105	PV-220656	501.09	N

QSS HOTEL	04/12/2022	22344105	PV-220656	501.09	N
MAINT FASTRAK	04/12/2022	22344106	PV-220656	26.00	N
CLINE AIRFARE	04/12/2022	22344108	PV-220656	177.96	N
CAFE SUPPLIES	04/12/2022	22344109	PV-220656	763.98	N
CAFE SUPPLIES	04/12/2022	22344109	PV-220656	3,182.00	N
CAFE SUPPLIES	04/12/2022	22344109	PV-220656	1,006.60	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015254 BANKSTON, STACEY 3130 BALFOUR ROAD STE D-112 BRENTWOOD, CA 94513	300.00	1007 RVHS PROF DEVLPMNT	04/12/2022	22344114 PO-220551	300.00	Y
(0) - 0						Y
015528 BARBOSA, MONICA 451 ANDERSON WAY RIO VISTA, CA 94571	6.00	LUNCH MONEY REIMB	04/21/2022	22345689 TC-220473	6.00	N
(0) - 0						N
012586 BAY ALARM 60 BERRY DRIVE PACHECO, CA 94553	513.24	RMS CAMERAS	04/12/2022	22344115 PO-220060	513.24	N
(209) 465-1986		N BALCO HOLDINGS				
012147 BECERRA, LUCIA P.O. BOX 64 RYDE, CA 95680	191.10	ASP REIMB SUPPLIES	04/07/2022	22343459 TC-220443	17.70	N
(0) - 0		ASP REIMB SUPPLIES	04/07/2022	22343459 TC-220443	17.70	N
		ASP REIMB SUPPLIES	04/07/2022	22343459 TC-220443	17.70	N
		ASP MARCH MILEAGE	04/12/2022	22344158 TC-220453	46.00	N
		ASP MARCH MILEAGE	04/12/2022	22344158 TC-220453	46.00	N
		ASP MARCH MILEAGE	04/12/2022	22344158 TC-220453	46.00	N
015529 BILLOUPS, AYSIA 925 FLORES WAY RIO VISTA, CA 94571	1.00	LUNCH MONEY REIMB	04/21/2022	22345690 TC-220474	1.00	N
(0) - 0						N
014081 BOCKMON & WOODY ELECTRIC CO 1528 EL PINAL DRIVE STOCKTON, CA 95201	3,882.63	220544 RMS MARQUIS INSTALL	04/12/2022	22344113 PO-220544	2,017.69	N
() -		220545 ISLE MARQUIS INSTALL	04/12/2022	22344113 PO-220545	1,864.94	N
						N
015531 BREITENBACH, SARAH	5.55	LUNCH MONEY REIMB	04/21/2022	22345692 TC-220476	5.55	N

3425 SAINT CROIX RD
WEST SACRAMENTO, CA 95691

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015095 BRIOSO, TRINIDAD 9674 JAN MARIE WAY ELK GROVE, CA 95624 (209) 625-7663 N	40.42	MARCH MILEAGE	04/19/2022	22345127 TC-220459	40.42	N
015204 BROOKCREST WATER COMPANY 1908 D ST SACRAMENTO, CA 95811-1123 (916) 441-7261 N WATERCO OF CAL	549.75	136357 BATES WATER 102296 WG ASP WATER 101414 MOKE WATER STALEDATE 99-311149	04/12/2022 04/12/2022 04/12/2022 04/19/2022	22344138 PV-220660 22344138 PV-220660 22344138 PV-220660 22345118 PV-220681	75.40 84.35 17.50 372.50	N N N N
015532 BROOKINS, JENNIFER 302 15TH ST WEST SACRAMENTO, CA 95691 (0) - 0 N	8.80	LUNCH MONEY REIMB	04/21/2022	22345693 TC-220477	8.80	N
015534 BROWN, KATIE 1947 CALVAVERAS CIRCLE ANTIOCH, CA 94509 (0) - 0 N	12.25	LUNCH MONEY REIMB	04/21/2022	22345695 TC-220479	12.25	N
015252 BRUSTEIN & MANASEVIT 1023 15TH STREET NW #500 WASHINGTON, DC 20005 (202) 965-3652 N	195.00	11111256 ESSER WORKSHOP	04/19/2022	22345119 PV-220682	195.00	N
014614 BUCKMASTER 1801 TRIBUTE ROAD SACRAMENTO, CA 95815 (916) 923-0500 N	65.87	429537 DHS COPIER CNTRCTS 429536 CMS PRINT CONTRACT	04/19/2022 04/19/2022	22345109 PO-220225 22345120 PV-220683	44.61 21.26	N N
015536 BUGENIG, AIMEE 11521 STATE HIGHWAY 160	1.40	LUNCH MONEY REIMB	04/21/2022	22345696 TC-220480	1.40	N

COURTLAND, CA 95615

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015537 BUHAGIAR, JENNA 3954 MARTIS ST WEST SACRAMENTO, CA 95691	1.40	LUNCH MONEY REIMB	04/21/2022	22345697 TC-220481	1.40	N
(0) - 0						N
015538 BURRIS, MICHELE 644 SIMMER WAY RIO VISTA, CA 94571	39.45	LUNCH MONEY REIMB	04/21/2022	22345698 TC-220482	39.45	N
(0) - 0						N
015255 BUSLOOP 700 45TH AVE OAKLAND, CA 94601	2,000.00	36468 RVHS CHARTER BUS	04/07/2022	22343450 PV-220648	2,000.00	N
(510) 209-6691						N
012497 BUSWEST 21107 CHICO STREET CARSON, CA 90745	101.25	410033450 TRANS PARTS	04/26/2022	22346405 PO-220267	101.25	N
(209) 531-3928						N
015539 BYERS, EDWARD 215 SIERRA AVE RIO VISTA, CA 94571	2.15	LUNCH MONEY REIMB	04/21/2022	22345699 TC-220483	2.15	N
(0) - 0						N
015540 CADENAS, NATALIA 579 ANDERSON WAY RIO VISTA, CA 94571	20.65	LUNCH MONEY REIMB	04/21/2022	22345700 TC-220484	20.65	N
(0) - 0						N
003681 CALIFORNIA AMERICAN WATER P.O. BOX 7150	1,359.51	ISLE WATER SERV	04/12/2022	22344139 PV-220662	579.12	N
		ISLE WATER SERV	04/19/2022	22345121 PV-220684	780.39	N

PASADENA, CA 91109-7150

(888) 237-1333

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003294 CALIFORNIA ASSOCIATION FFA P.O. BOX 460 GALT, CA 95632 (209) 744-1600	1,440.00	105250/105394 DHS LRSHP PACKTS 105250/105394 DHS LRSHP PACKTS	04/26/2022 04/26/2022	22346401 PO-220855 22346401 PO-220855	720.00 720.00	N N
002324 CALIFORNIA CHAMBER OF COMMERCE BUSINESS SERVICES DIVISION PO BOX 398336 SAN FRANCISCO, CA 94139-8336 (0) - 0	720.06	11622149 LABOR POSTERS	04/26/2022	22346413 PV-220696	720.06	N
012268 CALIFORNIA WASTE RECOVERY SYSTEMS 175 ENTERPRISE CT STE #A GALT, CA 95632-9047 (209) 369-6887	1,256.12	ISLE WASTE SERV	04/12/2022	22344140 PV-220661	1,256.12	N
014242 CAMACHO MECHANICAL 618 A AIRPORT RD RIO VISTA, CA 94571 (209) 607-9807	6,556.36	8445/8453 MAINT REPAIRS 8456 FLD SRVY HVAC/MECH 8456 FLD SRVY HVAC/MECH 8448/8458 MAINT SERV	04/05/2022 04/12/2022 04/12/2022 04/12/2022	22342904 PO-220308 22344131 PO-220771 22344133 PO-220771 22344141 PV-220663	497.64 2,850.00 2,850.00 358.72	Y Y Y Y
015542 CARLSON, SHARRON 991 ROLLING GREEN RIO VISTA, CA 94571 (0) - 0	4.40	LUNCH MONEY REIMB	04/21/2022	22345701 TC-220485	4.40	N
015543 CARPENTER, MARIA 724 ALLENDER WAY RIO VISTA, CA 94571 (0) - 0	15.35	LUNCH MONEY REIMB	04/21/2022	22345702 TC-220486	15.35	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015545 CARRILLO, FRANCISCA 658 MADERE ST RIO VISTA, CA 94571	4.80	LUNCH MONEY REIMB	04/21/2022	22345703 TC-220487	4.80	N
(0) - 0						N
014547 CASEY, NICHOLAS 2318 Windy Springs LN BRENTWOOD, CA 94513	305.81	CAREER FAIR MILEAGE DHW REIMB SUPPLIES N. CASEY PER DIEM/ACSA EQUITY	04/07/2022 04/07/2022 04/12/2022	22343460 TC-220444 22343460 TC-220445 22344159 TC-220454	33.34 26.40 246.07	N N N
(0) - 0						N
003327 CASP / CALIFORNIA ASSOCIATION OF SCHOOL PSYCHOLOGISTS 3841 N. FREEWAY BLVD #100 SACRAMENTO, CA 95834	750.00	REISSUE LOST CHECK INV#308	04/12/2022	22344142 PV-220664	750.00	N
(916) 715-2124						N
015546 CASTORENA, ROSARIO PO BOX 536 RIO VISTA, CA 94571	75.70	LUNCH MONEY REIMB	04/21/2022	22345704 TC-220488	75.70	N
(0) - 0						N
003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251	2,130.26	BATES, WG, MOKE WASTE SERV	04/19/2022	22345122 PV-220685	2,130.26	N
(0) - 0						N
015551 CHESS, CARRIE PO BOX 674 WALNUT GROVE, CA 95690	32.60	LUNCH MONEY REIMB	04/21/2022	22345705 TC-220493	32.60	N
(0) - 0						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000201 CITY OF ISLETON P.O. BOX 716 101 SECOND STREET ISLETON, CA 95641 (916) 777-7770	411.05	89532 ISLE SEWER SERV	04/07/2022	22343437 PO-220159	411.05	N
000077 CITY OF RIO VISTA 1 MAIN STREET RIO VISTA, CA 94571 (0) - 0	9,860.22	RV WATER SERV RV SEWER SERV	04/12/2022 04/12/2022	22344116 PO-220286 22344116 PO-220286	5,790.67 4,069.55	N N
014088 CLINE, SUZANNE 540 S. 3RD STREET RIO VISTA, CA 94571 (0) - 0	174.00	PER DIEM CAAYEC CONF	04/12/2022	22344163 TC-220457	174.00	N
013922 COMPREHENSIV DRUG TESTING 230 COMMERCE, SUITE 100 IRVINE, CA 92602 (714) 852-5200	453.00	50709/50875/50575 DOT TSTING	04/12/2022	22344117 PO-220143	453.00	N
014215 CONTERRA ULTRA BROADBAND PO BOX 281357 ATLANTA, GA 30384-1357 (704) 936-1722	1,641.06	53136 DW NETWORK 53136 DW NETWORK	04/07/2022 04/07/2022	22343451 PV-220649 22343451 PV-220649	15,014.83 13,373.77-	N N
015548 CORNEJO, CARLY 3284 HORNBY ISLAND ST WEST SACRAMENTO, CA 95691 (0) - 0	47.70	LUNCH MONEY REIMB	04/21/2022	22345707 TC-220490	47.70	N
015549 COSTA, BARBARA	15.10	LUNCH MONEY REIMB	04/21/2022	22345708 TC-220491	15.10	N

128 OXBOW MARINA DR
ISLETON, CA 95641

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015550 CROWL, ANDREA 2727 SHELL ST WEST SACRAMENTO, CA 95691 (0) - 0 N	40.90	LUNCH MONEY REIMB	04/21/2022	22345709 TC-220492	40.90	N
015226 CULLIGAN OF NAPA VALLEY 1429 ILLINOIS STREET ST# 1 FAIRFILED, CA 94533 (707) 558-1000 N	17.40	101708 RVHS WATER	04/05/2022	22342913 PV-220638	17.40	N
013867 D2 TRAILERS SALES & SERVICE PO BOX 5156 13246 W. STOCKTON BLVD GALT, CA 95632 (800) 839-9477 N	16,954.66	MAINT DUMP TRAILER	04/21/2022	22345671 PO-220861	16,954.66	N
013876 DATAPATH PO BOX 886009 LOS ANGELES, CA 90088-6009 (888) 693-2827 N	18,581.11	154973 DHS FIBER 154973 DHS FIBER 155106 MNGD STORAGE 155105 DW IT SERVICES 155105 DW IT SERVICES 155105 DW IT SERVICES 155105 DW IT SERVICES 155105 DW IT SERVICES	04/07/2022 04/07/2022 04/07/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022 04/12/2022	22343435 PO-220550 22343435 PO-220550 22343452 PV-220650 22344118 PO-220191 22344118 PO-220191 22344118 PO-220191 22344118 PO-220191 22344130 PO-220191	2,396.80 3,552.00 450.00 11,573.21 121.82 121.82 121.82 243.64	N N N N N N N N
015552 DAVI, STEHPANIE 502 RIVER RD #9 RIO VISTA, CA 94571 (0) - 0 N	54.15	LUNCH MONEY REIMB	04/21/2022	22345710 TC-220494	54.15	N
015554 DE LA TORRE, CLAUDIA 705 CHRISTENSEN WAY RIO VISTA, CA 94571 (0) - 0 N	4.00	LUNCH MONEY REIMB	04/21/2022	22345711 TC-220495	4.00	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013722 DE LAGE LANDEN PUBLIC FINANCE 1111 OLD EAGLE SCHOOL ROAD WAYNE, PA 19087 (800) 736-0220 N	1,398.06	76117472 F5 LEASE 76117418 WG LEASE 76124608 BATES LEASE 76114521 DO LEASE	04/26/2022 04/26/2022 04/26/2022 04/26/2022	22346406 PO-220039 22346406 PO-220089 22346406 PO-220230 22346415 PV-220697	80.81 167.01 355.58 794.66	N N N N
015281 DELL MARKETING LP C/O DELL USA LP PO BOX 910916 PASADENA, CA 91110-0916 (0) - 0 N	38,433.92	10578090040 DHS COMPUTERS 10578090040 DHS COMPUTERS	04/21/2022 04/21/2022	22345672 PO-220743 22345672 PO-220743	18,761.57 19,672.35	N N
002819 DELTA CARE DEPT #0170 LOS ANGELES, CA 90084-0170 (0) - 0 N	75.50	APRIL 2022 PREMIUMS	04/12/2022	22344143 PV-220665	75.50	N
012807 DELTA ELEMENTARY CHARTER SCHOOL 36230 N SCHOOL ST CLARKSBURG, CA 95612 (916) 995-1335 N	148,469.00	APRIL TAX IN LIEU	04/05/2022	22342914 PV-220639	148,469.00	N
014067 DISCOVERY OFFICE SYSTEMS 1269 CORPORATE CENTER PARKWAY SANTA ROSA, CA 95407 (707) 570-1000 N	348.28	55E1669788 BATES COPIER CONTRT 55E1670246 ISLE COPIER CONTRCT 55E1671212 WG COPIER CONTRACT	04/12/2022 04/19/2022 04/26/2022	22344124 PO-220231 22345107 PO-220181 22346409 PO-220351	38.12 271.63 38.53	N N N
015248 DIXON SMARTSCHOOLHOUSE 4 VIA CANCION SAN CLEMENTE, CA 92673 (0) - 0 N	506.25	1325 CONSULTING	04/07/2022	22343448 PO-220546	506.25	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014684 DMV PO BOX 942897 SACRAMENTO, CA 94297-0899	64.00	AH9J40 DMV REGIST 4RF2359 REGIST	04/07/2022 04/19/2022	22343453 PV-220651 22345123 PV-220686	54.00 10.00	N N
(0) - 0						N
015553 DOCKERY, JENNIFER 615 MADERE WAY RIO VISTA, CA 94571	3.50	LUNCH MONEY REIMB	04/21/2022	22345713 TC-220497	3.50	N
(0) - 0						N
014960 DORA DOME LAW 5111 TELEGRAPH AVE #164 OAKLAND, CA 94609	4,285.00	1727 ATTY FEES	04/12/2022	22344144 PV-220666	4,285.00	Y
(0) - 0						Y
010469 E.F. KLUDT & SONS INC P.O. BOX 166 LODI, CA 95241-0166	8,094.55	2894801 TRANS FUEL 289464 TRANS FUEL	04/12/2022 04/19/2022	22344119 PO-220142 22345110 PO-220142	4,390.10 3,704.45	N N
(0) - 0						N
001498 EMPLOYMENT DEVELOPMENT DEPT P.O. BOX 2482 SACRAMENTO, CA 95812-2482	156.59	L1831809808 SEF EXP CHARGE	04/05/2022	22342915 PV-220640	156.59	N
(916) 653-5380						N
015510 FAGEN FRIEDMAN & FULFROST LLP PO BOX 8445 PASADENA, CA 91109-8445	328.50	200155 ATTY FEES	04/07/2022	22343454 PV-220652	328.50	N
(0) - 0						N
015556 FANELLI, SARAH 3962 FOLSOM CT	34.10	LUNCH MONEY REIMB	04/21/2022	22345714 TC-220498	34.10	N

WEST SACRAMENTO, CA 95691

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015557 FANTUZZI, DEENA 3740 TOPAZ RD WEST SACRAMENTO, CA 95691	5.40	LUNCH MONEY REIMB	04/21/2022	22345715 TC-220499	5.40	N
(0) - 0						N
015558 FINGLAND, AMBER 99 N. 6TH ST RIO VISTA, CA 94571	11.80	LUNCH MONEY REIMB	04/21/2022	22345716 TC-220500	11.80	N
(0) - 0						N
015573 FIORA-BEACH, SABRINA 2230 HILLCREST WAY CARMICHAEL, CA 95608	2,000.00	1 ISLE ART CLASSES	04/21/2022	22345680 PV-220690	2,000.00	N
(0) - 0						N
013913 FLORAL FRESH 1127 FEE DRIVE SACRAMENTO, CA 95815	516.02	1263689/1261343 DHS AG SPLS 1263689/1261343 DHS AG SPLS	04/12/2022 04/12/2022	22344120 PO-220283 22344120 PO-220283	258.01 258.01	N N
(916) 504-3591						N
002897 FRIEDEL, MANDI 500 S. 2ND STREET RIO VISTA, CA 94571	36.73	MARCH MILEAGE	04/05/2022	22342916 PV-220646	36.73	N
(0) - 0						N
015559 FRIEDEL, NELLY 80 N. 6TH ST RIO VISTA, CA 94571	52.20	LUNCH MONEY REIMB	04/21/2022	22345717 TC-220501	52.20	N
(0) - 0						N
011339 FRONTIER COMMUNICATIONS CORPORATION	3,666.50	DW PHONE SERVICE	04/12/2022	22344121 PO-220287	3,666.50	N

THREE HIGH RIDGE PARK
STAMFORD, CT 06905

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015560 GALENO, MARIA 572 STEWART WAY RIO VISTA, CA 94571	2.50	LUNCH MONEY REIMB	04/21/2022	22345718 TC-220502	2.50	N
(0) - 0						N
015561 GALLARDO, LINDA 28 GARDINER WAY RIO VISTA, CA 94571	4.80	LUNCH MONEY REIMB	04/21/2022	22345719 TC-220503	4.80	N
(0) - 0						N
015562 GANS, PRISCILLA 1973 RUSTIC OAK LANE RIO VISTA, CA 94571	143.25	LUNCH MONEY REIMB	04/21/2022	22345720 TC-220504	143.25	N
(0) - 0						N
015563 GARCILAZO, LIDIA 3877 PROSSER ST WEST SACRAMENTO, CA 95691	17.30	LUNCH MONEY REIMB	04/21/2022	22345721 TC-220506	17.30	N
(0) - 0						N
015564 GERTISER, LIZA 2155 COLLINSVILLE RD BIRDS LANDING, CA 94585	7.15	LUNCH MONEY REIMB	04/21/2022	22345722 TC-220505	7.15	N
(0) - 0						N
014234 GIRARD EDWARDS STEVENS & TUCKER LLP., ATTORNEYS AT LAW 8801 FOLSOM BLVD STE 285 SACRAMENTO, CA 95826	1,843.00	4049 ATTY FEES 4049 ATTY FEES 4049 ATTY FEES	04/12/2022 04/12/2022 04/12/2022	22344145 PV-220667 22344145 PV-220667 22344145 PV-220667	427.50 1,159.00 256.50	Y Y Y
(916) 706-1255						Y
003354 GOPHER SPORT	859.82	5010405 SCOOTER BRDS	04/26/2022	22346403 PO-220869	859.82	N

2525 LEMOND ST SW
OWATONNA, MN 55060-0998

(800) 533-0446

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 N	4,900.00	1324201 PROF SER	04/07/2022	22343455 PV-220653	4,900.00	N
003598 GRAINGER 3691 INDUSTRIAL BLVD WEST SACRAMENTO, CA 95691-3479 (916) 372-7800 N W.W. GRAINGER	1,224.89	9245099925 MAINT SUPPLIES	04/12/2022	22344111 PO-220116	1,224.89	N
014573 GREAT AMERICA FINANCIAL SVCS PO BOX 660831 DALLAS, TX 75266-0831 (877) 311-4422 N	751.83	31289959 CMS LEASE 31429436 DHS LEASE	04/07/2022 04/26/2022	22343456 PV-220654 22346416 PV-220698	376.45 375.38	N N
015567 GROVES, MICHELLE 304 GARDINER WAY RIO VISTA, CA 94571 (0) - 0 N	54.20	LUNCH MONEY REIMB	04/21/2022	22345723 TC-220508	54.20	N
014868 HALL, SARA PO BOX 9586 TRUCKEE, CA 96162 (916) 640-3533 Y	3,125.00	SP ED BHVR ASSMNTS	04/07/2022	22343438 PO-220179	3,125.00	Y
014500 HAND IN HAND THERAPEUTICS 214 ELMWOOD AVE MODESTO, CA 95354 (209) 604-8533 Y WAYNE STEVENSO	4,015.00	SP ED OCC THERAPY W/E 3/30 SP ED OCC THERAPY W/E 4/7	04/12/2022 04/26/2022	22344122 PO-220176 22346407 PO-220176	2,640.00 1,375.00	Y Y
015568 HARWOOD, KATHERINE	46.50	LUNCH MONEY REIMB	04/21/2022	22345724 TC-220509	46.50	N

618 S. 2ND ST
RIO VISTA, CA 94571

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015569 HEALE, SARAH 34600 S. RIVER RD CLARKSBURG, CA 95612	57.15	LUNCH MONEY REIMB	04/21/2022	22345725 TC-220510	57.15	N
(0) - 0						N
015570 HEMLY, SARAH PO BOX 532 COURTLAND, CA 95615	103.35	LUNCH MONEY REIMB	04/21/2022	22345726 TC-220511	103.35	N
(0) - 0						N
015210 HKIT 538 NINTH ST #240 OAKLAND, CA 94607	11,960.00	21029.01 MASTER PLANNING SERV 21029.01 MASTER PLANNING SERV	04/07/2022 04/07/2022	22343444 PO-220547 22343446 PO-220547	5,980.00 5,980.00	N N
(510) 625-9800						N
013947 HOME DEPOT PRO PO BOX 742056 LOS ANGELES, CA 90074-2056	2,639.26	674536446 MAINT SUPPLIES 673495115 MAINT SUPPLIES 657313506 MAINT SUPPLIES 674794805 MAINT SUPPLIES 673579942 MAINT SUPPLIES 674615950 MAINT SUPPLIES 675582506 MAINT SUPPLIES 674536420 MAINT SUPPLIES 675313514 MAINT SUPPLIES 674794813 MAINT SUPPLIES 674794797 MAINT SUPPLIES 674536438 MAINT SUPPLIES 675582498 MAINT SUPPLIES 674536453 MAINT SUPPLIES 674536461 MAINT SUPPLIES 675039218 MAINT SUPPLIES 674794789 MAINT SUPPLIES	04/26/2022 04/26/2022 04/26/2022 04/26/2022 04/26/2022 04/26/2022 04/26/2022 04/26/2022 04/26/2022 04/26/2022 04/26/2022 04/26/2022 04/26/2022 04/26/2022 04/26/2022 04/26/2022 04/26/2022	22346408 PO-220125 22346408 PO-220125 22346408 PO-220125 22346408 PO-220125 22346408 PO-220125 22346408 PO-220125 22346408 PO-220125 22346408 PO-220125 22346408 PO-220125 22346408 PO-220125 22346408 PO-220125 22346408 PO-220125 22346408 PO-220125 22346408 PO-220125 22346408 PO-220125 22346408 PO-220125	129.94 52.20 17.84 12.54 843.81 889.35 111.41 78.84 111.41 50.99 14.45 97.67 20.12 41.83 20.64 139.00 7.22	N N N N N N N N N N N N N N N N N
(877) 577-1114						N
002180 HORIZON DISTRIBUTORS PO BOX 80248 CITY OF INDUSTRY, CA 91716-8248	68.32	2B185958 MAINT SUPPLIES	04/12/2022	22344123 PO-220119	68.32	N

(209) 931-8555

N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015514 HOYAL, DEANNA 630 FISHER ST RIO VISTA, CA 94571	4.60	LUNCH MONEY REIMB	04/21/2022	22345727 TC-220512	4.60	N
(0) - 0						N
000107 INLAND BUSINESS SYSTEMS 1500 NO. MARKET SACRAMENTO, CA 95834-1912	521.38	2569068 RVHS LEASE AGRMNT 2569068 RVHS LEASE AGRMNT	04/07/2022 04/07/2022	22343439 PO-220011 22343439 PO-220011	260.69 260.69	N N
(916) 928-0770						N
015571 JACKSON, AMBER 736 ALLENDER WAY RIO VISTA, CA 94571	100.85	LUNCH MONEY REIMB	04/21/2022	22345728 TC-220513	100.85	N
(0) - 0						N
015251 KEYANALYTICS 555 CORPORATE DRIVE #100 LAERA RANCH, CA 92694	15,500.00	2022-025B PRJCT TRCK SERV 2022-025B PRJCT TRCK SERV	04/07/2022 04/07/2022	22343445 PO-220548 22343447 PO-220548	11,780.00 3,720.00	N N
(0) - 0						N C FINANCIAL IN
015509 LA HACIENDA TAQUERIA 15158 HARLAN STREET LATHROP, CA 95330	706.88	RVHS STAFF APPRECIATION	04/05/2022	22342917 PV-220641	706.88	N
(0) - 0						N
011311 LA RUE COMMUNICATIONS 521 E. MINER AVE STOCKTON, CA 95202	330.00	9612 TRANS UHF REPEATER	04/12/2022	22344125 PO-220144	330.00	7
(209) 463-1900						Y LA RUE, KNOX J
000203 LAKESHORE LEARNING MATERIALS 2695 E DOMINGUEZ STREET	382.56	710423031722 DHW SUPPLIES 764547033122 ISLE SUPPLIES	04/07/2022 04/21/2022	22343436 PO-220758 22345673 PO-220797	147.73 234.83	N N

CARSON, CA 90895

(800) 424-4772

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015282 LANGUAGE PEOPLE INC PO BOX 158 HUNTERS, WA 99137	1,856.14	160032 IEP TRANSLATOR	04/19/2022	22345111 PO-220838	1,856.14	N
(0) - 0						N
015231 LARA, DIANA 14801 ST. HWY 160 SPC #1 ISLETON, CA 95641	347.49	MARCH MILEAGE	04/19/2022	22345128 TC-220460	347.49	N
(0) - 0						N
015518 LAURITZEN, MELISSA 4656 LINCOLN LANDING RIO VISTA, CA 94571	1.50	LUNCH MONEY REIMB	04/21/2022	22345729 TC-220514	1.50	N
(0) - 0						N
015512 LEAF PO BOX 5066 HARTFORD, CT 06102-5066	1,784.04	13083717 CMS LEASE 13083716 DHW LEASE	04/12/2022 04/12/2022	22344146 PV-220668 22344146 PV-220668	1,048.91 735.13	N N
(866) 219-7924						N
000548 LIRAS SUPERMARKET 609 HWY 12 RIO VISTA, CA 94571	1,858.36	#133 RMS SUPPLIES #55 RVHS SUPPLIES #133 RMS SUPPLIES #55 CULINARY SUPPLIES #55 RVHS SUPPLIES #135 ED SV SUPPLIES	04/05/2022 04/19/2022 04/21/2022 04/26/2022 04/26/2022 04/26/2022	22342905 PO-220058 22345112 PO-220787 22345676 PO-220058 22346410 PO-220307 22346410 PO-220787 22346417 PV-220699	273.35 620.42 152.16 1.25 788.58 22.60	N N N N N N
(707) 374-5399						N
015211 LOONEY, JENNIFER 5345 E. MCLELLAN RD. UNIT 88 MESA, AZ 85205	920.00	220327 HR CONSULTING	04/05/2022	22342906 PO-220327	920.00	Y
(0) - 0						Y JENNIFER M. JO
015183 LOPEZ, LUIS	104.42	MARCH MILEAGE	04/07/2022	22343461 TC-220446	104.42	N

PO BOX 237
HOOD, CA 95639

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013206 LOWE'S 8369 POWER INN ROAD ELK GROVE, CA 95624-3464 (866) 232-7443	683.71	MAINT SUPPLIES	04/21/2022	22345677 PO-220117	683.71	N
014665 LOY MATTISON ENTERPRISES 7038 ALMOND HILL COURT ORANGEVALE, CA 95662 (0) - 0	1,495.00	30122033122 ERATE PROF SERV	04/12/2022	22344126 PO-220061	1,495.00	Y
015522 LUNSFORD, AMANDA 109 LASSEN CT RIO VISTA, CA 94571 (0) - 0	4.90	LUNCH MONEY REIMB	04/21/2022	22345730 TC-220515	4.90	N
015177 MABERY, CHRISTINE PO BOX 532 MEADOW VISTA, CA 95722 (916) 606-6958	149.82	DHS REIMB SUPPLIES DHS REIMB	04/07/2022 04/12/2022	22343462 TC-220447 22344160 TC-220455	84.65 65.17	N N
014144 MARTINEZ, SANDRA PO BOX 298 ISLETON, CA 95641 (0) - 0	168.59	MARCH MILEAGE	04/19/2022	22345129 TC-220461	168.59	N
015566 MARTINI, CYNTHIA 311 CALIFORNIA ST RIO VISTA, CA 94571 (0) - 0	170.00	LUNCH MONEY REIMB	04/21/2022	22345731 TC-220516	170.00	N
014819 MAVERICK NETWORKS INC. 7060 KOLL CENTER PKWY#318	784.82	2200451/2200379 PHONE REPAIR	04/21/2022	22345681 PV-220691	784.82	N

PLEASANTON, CA 94566

(925) 931-1900

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014355 MAXIM STAFFING SOLUTIONS 12558 COLLECTIONS CENTER DR CHICAGO, IL 60693 (800) 394-7195 N	3,219.84	E5366000262 NURSING ASSTS E5436650262 NURSING ASSTS E5498510262 NURSING ASSTS	04/07/2022 04/19/2022 04/21/2022	22343440 PO-220451 22345113 PO-220451 22345678 PO-220451	792.00 1,091.52 1,336.32	N N N
015110 MAYNARD, NIKKA 4545 BEACON COURT RIO VISTA, CA 94571 (0) - 0 N	49.84	CAFE MARCH MILEAGE	04/07/2022	22343467 TC-220452	49.84	N
014107 MCCARTY, MELADEE 9217 VERVAINE WAY SACRAMENTO, CA 95829-8733 (209) 601-2940 Y	1,200.00	SP ED PROF SERV	04/07/2022	22343441 PO-220158	1,200.00	Y
011392 MCGRAW HILL SCHOOL PUBLISHING 220 E DANIELDALE ROAD DESOTO, TX 75115 (614) 755-4151 N	209.19	122564303001 ED SV ELA BOOKS	04/21/2022	22345674 PO-220786	209.19	N
015524 MEDINA, MARIA 625 W. TYLER ISLAND RD ISLETON, CA 95641 (0) - 0 N	15.80	LUNCH MONEY REIMB	04/21/2022	22345732 TC-220518	15.80	N
015270 MEDIWASTE PO BOX 6579 CORONA, CA 92878 (855) 449-6334 N	265.00	150537 NURSE WASTE SERV	04/07/2022	22343442 PO-220673	265.00	N
015565 METZLER, VALERIE 934 VIRGINA DR	18.95	LUNCH MONEY REIMB	04/21/2022	22345733 TC-220507	18.95	N

RIO VISTA, CA 94571

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015379 MILLER, GRACE 406 MONTEZUMA ST RIO VISTA, CA 94571 (0) - 0 N	1.00	LUNCH MONEY REIMB	04/21/2022	22345734 TC-220519	1.00	N
014990 MINDSPEAKER PRINTING 6410 Mount Palomar Ave. LAS VEGAS, NV 84332 (707) 321-9425 N	3,090.63	RV-085 RVHS SHIRTS	04/07/2022	22343457 PV-220655	3,090.63	N
011713 MITCHELL1 14145 DANIELSON STREET POWAY, CA 92064-6886 (858) 391-5000 N	1,762.56	27430694 SHOPKEY SFTWR	04/26/2022	22346421 PV-220701	1,762.56	N
012837 MOBILE MODULAR 5700 LAS POSITAS ROAD LIVERMORE, CA 94551 (925) 606-9000 N MCGRATH RENTCO	625.00	2261454 MODULAR LEASE	04/12/2022	22344156 PV-220678	625.00	N
015527 MORALES, ISABEL 607 E. FRISBEE LN FRENCH CAMP, CA 95231 (0) - 0 N	9.10	LUNCH MONEY REIMB	04/21/2022	22345735 TC-220517	9.10	N
015169 MORGAN, DENISE 15134 GRAND ISLAND RD WALNUT GROVE, CA 95690 (916) 207-1591 N	500.00	TUTOR REIMB REIMB TUTOR	04/12/2022 04/26/2022	22344148 PV-220670 22346419 PV-220702	300.00 200.00	N N
014975 NEWSELA po box 392675	3,300.00	24085 DHS SFTWR	04/05/2022	22342918 PV-220642	3,300.00	N

PITTSBURGH, PA 15251

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011429 OLIVER WORLDCLASS LABS INC 11040 BOLLINGER CANYON RD SUITE E-463 SAN RAMON, CA 94582 (707) 747-1537 N	4,756.59	1661 ISLE PRESCL SUPPLIES	04/19/2022	22345108 PO-220728	4,756.59	N
014454 OROZCO, PRITIKA 14216 SHOP STREET WALNUT GROVE, CA 95690 (916) 491-0657 N	684.68	MARCH MILEAGE	04/19/2022	22345130 TC-220462	684.68	N
015232 PALMA HERNANDEZ, MARIA 928 THEREZA WAY RIO VISTA, CA 94571 (0) - 0 N	178.71	MARCH MILEAGE	04/19/2022	22345131 TC-220463	178.71	N
013692 PATIN, ANGELA 633 MADERE STREET RIO VISTA, CA 94571 (707) 628-4406 N	272.84	MARCH MILEAGE	04/19/2022	22345132 TC-220464	272.84	N
015508 PAYSENO, BRYAN PO BOX 1533 OROVILLE, CA 95965 (0) - 0 N	1,200.00	RVHS EVENT	04/05/2022	22342919 PV-220643	1,200.00	N
003270 PG&E 685 EMBARCADERO DRIVE SACRAMENTO, CA 95605 (0) - 0 N PACIFIC GAS AN	49,631.26	DW ELECTRIC	04/05/2022	22342907 PO-220289	49,631.26	N
015517 PHILLIPS, KRISTINA	289.40	LUNCH MONEY REIMB	04/21/2022	22345736 TC-220520	289.40	N

400 S. 3RD ST
RIO VISTA, CA 94571

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013554 POINT QUEST EDUCATION 9355 E STOCKTON BLVD STE 225 ELK GROVE, CA 95624 (916) 422-0571	26,957.64	1632 SP ED INST ASSTS 537135/737252/737266/737277	04/19/2022 04/19/2022	22345114 PO-220168 22345114 PO-220169	13,412.64 13,545.00	N N
015519 PRESTON, BRITTANY 630 SIMMER WAY RIO VISTA, CA 94571 (0) - 0	62.20	LUNCH MONEY REIMB	04/21/2022	22345737 TC-220521	62.20	N
012857 PRISTINE REHAB CARE 706 N. DIAMOND BAR BLVD STE #B DIAMOND BAR, CA 91765 (317) 371-3866	32,173.60	7871/7870 SP THERAPY	04/26/2022	22346411 PO-220165	32,173.60	7 Y
013744 RDS PRODUCTIONS 1545 ST MARKS PLAZA SUITE 8 STOCKTON, CA 95207 (209) 406-3260	1,266.30	1136 RMS TSHIRTS 1136 RMS TSHIRTS	04/12/2022 04/12/2022	22344112 PO-220831 22344112 PO-220831	506.52 759.78	7 7
015262 REEVES, JODIE 133 DELTA WAY RIO VISTA, CA 94571 (0) - 0	322.92	MARCH MILEAGE	04/12/2022	22344161 TC-220458	322.92	N
012529 RGM KRAMER INC. 3230 MONUMENT WAY CONCORD, CA 94518 (0) - 0	6,102.50	7685 BOND PRJCT MNGMNT 7685 BOND PRJCT MNGMNT	04/12/2022 04/12/2022	22344132 PO-220392 22344134 PO-220392	4,637.90 1,464.60	N N
000193 RIO VISTA ACE HARDWARE	78.78	270822 RVHS SUPPLIES	04/12/2022	22344127 PO-220048	78.78	N

506 STATE HIGHWAY 12
RIO VISTA, CA 94571

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014859 RIO VISTA BAKERY & CAFE 150 MAIN STREET RIO VISTA, CA 94571 (707) 374-3844	51.90	RVHS SUPPLIES	04/12/2022	22344128 PO-220050	51.90	N
010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607 (0) - 0	1,688.52	DO WASTE SERVICE RVHS/DHW WASTE SERV	04/12/2022 04/26/2022	22344147 PV-220669 22346418 PV-220700	132.72 1,555.80	N N
014982 RIVERA-GARCIA, MARIA PO BOX 753 WALNUT GROVE, CA 95690 (916) 270-5670	189.30	MARCH MILEAGE	04/12/2022	22344162 TC-220456	189.30	N
015515 ROMAN, ELENA 148 N. 3RD ST RIO VISTA, CA 94571 (0) - 0	34.55	LUNCH MONEY REIMB	04/21/2022	22345738 TC-220522	34.55	N
014640 RUIZ, ALEJANDRO PO BOX 184 WALNUT GROVE, CA 95690 (0) - 0	146.49	CASBO CONF REIMB	04/07/2022	22343463 TC-220448	146.49	N
000095 S M U D P.O. BOX 15555 SACRAMENTO, CA 95852 (0) - 0	8,343.93	WG/BATES ELECT BATES ELECT	04/12/2022 04/19/2022	22344129 PO-220292 22345115 PO-220292	8,333.62 10.31	N N
000090 SACRAMENTO COUNTY UTILITIES 9700 GOETHE ROAD	401.93	MOKE SEWER	04/26/2022	22346420 PV-220703	401.93	N

SUITE C
SACRAMENTO, CA 95827

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011160 SCHOOL HEALTH CORPORATION 5600 APOLLO DRIVE ROLLING MEADOWS, IL 60008 (800) 323-1305 N	58.55	4032438.02 NURSE SUPPLIES	04/26/2022	22346412 PO-220723	58.55	N
000316 SCHOOLS INSURANCE AUTHORITY P.O. BOX 276710 SACRAMENTO, CA 95827-6710 (0) - 0 N	717.50	042022.15 EMP ASST PROGRAM 042022.15 EMP ASST PROGRAM	04/05/2022 04/05/2022	22342920 PV-220644 22342920 PV-220644	365.92 351.58	N N
015541 SCHWIESOW, DANIELLE 615 STEWART RIO VISTA, CA 94571 (0) - 0 N	3.55	LUNCH MONEY REIMB	04/21/2022	22345739 TC-220523	3.55	N
013891 SENTINEL FIRE EQUIPMENT CO INC 5702 BROADWAY SACRAMENTO, CA 95820 (916) 455-5630 N	3,372.00	90500 90501 90499 90497 90498 90495 90504 90503 90502	04/05/2022 04/05/2022 04/05/2022 04/05/2022 04/05/2022 04/05/2022 04/05/2022 04/05/2022 04/05/2022	22342921 PV-220645 22342921 PV-220645 22342921 PV-220645 22342921 PV-220645 22342921 PV-220645 22342921 PV-220645 22342921 PV-220645 22342921 PV-220645 22342921 PV-220645	63.00 315.00 633.00 732.00 444.00 384.00 405.00 315.00 81.00	N N N N N N N N N
015572 SERNA, CECILIA 12952 STATE HWY 160 WALNUT GROVE, CA 95690 (0) - 0 N	463.32	MARCH MILEAGE	04/19/2022	22345133 TC-220465	463.32	N
015220 SERVANIA, ROLLY PO BOX 9075 PITTSBURG, CA 94565 (925) 698-7098 N	84.76	MARCH MILEAGE	04/07/2022	22343464 TC-220449	84.76	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000055 SIA DELTA DENTAL P.O. BOX 276710 SACRAMENTO, CA 95827-6710	4,539.85	APRIL 2022 PREMIUMS APRIL 2022 PREMIUMS	04/12/2022 04/12/2022	22344149 PV-220671 22344149 PV-220671	1,809.62 2,730.23	N N
(0) - 0						N
000056 SIA VISION SERVICE P.O. BOX 276710 SACRAMENTO, CA 95827-6710	980.56	APRIL 2022 PREMIUMS APRIL 2022 PREMIUMS	04/12/2022 04/12/2022	22344150 PV-220672 22344150 PV-220672	403.76 576.80	N N
(0) - 0						N
012876 SIERRA BUILDING SYSTEMS INC PO BOX 541 MEADOW VISTA, CA 95722	439.41	SD892 DHS/CMS ALRM SERVICE	04/12/2022	22344151 PV-220673	439.41	N
() -						N
014477 SISNEROS, KELLE 920 MORGAN LANE RIO VISTA, CA 94571	222.89	CASBO CONF REIMB	04/07/2022	22343465 TC-220450	222.89	N
(0) - 0						N
013858 SPURR 1850 GATEWAY BOULEVARD CONCORD, CA 94520	12,432.21	DW GAS CMS CAFE GAS	04/19/2022 04/19/2022	22345116 PO-220291 22345117 PO-220291	11,830.50 601.71	N N
(888) 400-2155						N
014069 STAPLES ADVANTAGE 500 STAPLES DRIVE FRAMINGHAM, MA 01702	3,898.87	3499904629 DHW SUPPLIES 3500355666 DHW SUPPLIES 3501299589 DHW SUPPLIES 3501299588 DHW SUPPLIES 3500355667 DHW SUPPLIES 3501749573 WG SUPPLIES 3501749572 WG SUPPLIES 3503556072 SP ED SUPPLIES 3500950349 BUS OFF SUPPLIES	04/05/2022 04/05/2022 04/05/2022 04/05/2022 04/05/2022 04/05/2022 04/05/2022 04/05/2022 04/05/2022	22342908 PO-220068 22342908 PO-220068 22342908 PO-220068 22342908 PO-220068 22342908 PO-220068 22342908 PO-220085 22342908 PO-220085 22342908 PO-220094 22342908 PO-220155	45.10 73.48 11.08 140.24 94.24 40.71 40.71 37.92 39.21	N N N N N N N N N
(0) - 0		N STAPLES CONTRA				

3503265498	HR SUPPLIES	04/05/2022	22342908	PO-220155	361.80	N
3501749574	WIND RIVER SUPPLIES	04/05/2022	22342911	PO-220250	87.07	N
3502544693	WIND RIVER SUPPLIES	04/05/2022	22342911	PO-220250	97.50	N
3500950350	WIND RIVER SUPPLIES	04/05/2022	22342911	PO-220250	560.09	N
3502225287	WIND RIVER SUPPLIES	04/05/2022	22342911	PO-220250	170.61	N
3502070449	ASP SUPPLIES	04/05/2022	22342908	PO-220460	123.18	N
3502070448	ASP SUPPLIES	04/05/2022	22342908	PO-220460	123.18	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014069 STAPLES ADVANTA (Continued...)		3501884404 ASP SUPPLIES	04/05/2022	22342908 PO-220460	123.18	N
		3500593537 DO COPY PAPER	04/05/2022	22342903 PO-220669	1,729.57	N
013401 STATE BOARD OF EQUALIZATION FUEL TAXES DIVISION PO BOX 942879 SACRAMENTO, CA 94279-6155 (916) 322-9669	30.00	FUEL TAX 01/01-3/31/22	04/26/2022	22346414 PV-220695	30.00	N
000096 STEWART INDUSTRIAL SUPPLY INC 608 HWY 12 RIO VISTA, CA 94571 (707) 374-5567	538.37	23100 TRANS SUPPLIES	04/05/2022	22342909 PO-220132	538.37	N
014675 TALLEY, ELAINE 6 PARKSIDE DR DAVIS, CA 95616 (530) 304-0090	618.75	2022.20 SP ED IEP FACILITATOR	04/07/2022	22343443 PO-220095	618.75	Y
014873 TPX COMMUNICATIONS PO BOX 509013 SAN DIEGO, CA 92150-9013 (877) 487-2877	3,287.66	DW LD	04/12/2022	22344152 PV-220674	3,287.66	N
012694 U.S. BANK 221 SOUTH FIGUEROA ST, STE 210 LM-CA-F2TC LOS ANGELES, CA 90012 (0) - 0	10,257.23	MARCH 2022 GASB 75	04/12/2022	22344154 PV-220676	10,257.23	N
015275 U.S. BANK CORPORATE PAYMENT SYSTEMS P.O. BOX 790428	6,641.03	FUEL/TRAVEL	04/14/2022	22344498 PV-220680	21.84	N
		STAFF APPRECIATION	04/14/2022	22344498 PV-220680	200.00	N
		STAFF APPRECIATION	04/14/2022	22344498 PV-220680	207.00	N

ST. LOUIS, MO 63179-0428

(800) 344-5696

N

STAFF APPRECIATION	04/14/2022	22344498	PV-220680	138.00	N
STAFF APPRECIATION	04/14/2022	22344498	PV-220680	42.02	N
TRAVEL/MEAL	04/14/2022	22344498	PV-220680	20.00	N
TRAVEL/MEAL	04/14/2022	22344498	PV-220680	15.09	N
LEADERSHIP SUPPLIES	04/14/2022	22344498	PV-220680	32.88	N
TRAVEL/MEAL	04/14/2022	22344498	PV-220680	44.00	N
STAFF APPRECIATION	04/14/2022	22344498	PV-220680	62.60	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099

015275 U.S. BANK CORPO (Continued...)		MAINT SUPPLIES	04/14/2022	22344498 PV-220680	993.94	N
		HOTEL	04/14/2022	22344498 PV-220680	867.04	N
		STAFF APPRECIATION	04/14/2022	22344498 PV-220680	12.09	N
		BRD DINNER	04/26/2022	22346422 PV-220705	144.50	N
		LDRSHP	04/26/2022	22346422 PV-220705	90.50	N
		EMPL APPREC	04/26/2022	22346422 PV-220705	161.00	N
		BUS OFF HOTEL	04/26/2022	22346422 PV-220705	501.09	N
		BUS OFF HOTEL	04/26/2022	22346422 PV-220705	501.09	N
		BUS OFF HOTEL	04/26/2022	22346422 PV-220705	501.09	N
		BUS OFF HOTEL	04/26/2022	22346422 PV-220705	501.09	N
		BRD DINNER	04/26/2022	22346422 PV-220705	273.85	N
		HR CONF DINNER	04/26/2022	22346422 PV-220705	20.91	N
		SP ED COMPUTER	04/26/2022	22346422 PV-220705	1,289.41	N

001896 UNITED PARCEL SERVICE INC	482.17	DO SHIPPING	04/12/2022	22344153 PV-220675	291.12	N
55 GLENLAKE PARKWAY NE		DO SHIPPING	04/19/2022	22345124 PV-220687	84.45	N
ATLANTA, GA 30328		DO SHIPPING	04/26/2022	22346423 PV-220704	106.60	N
(0) - 0						N

012718 VELA, CHRISTINA	22.34	MARCH MILEAGE	04/19/2022	22345134 TC-220466	22.34	N
PO BOX 214						
COURTLAND, CA 95615						
(0) - 0						N

015268 VERA ZAZUETA, MITZI	66.45	MARCH MILEAGE	04/19/2022	22345135 TC-220467	66.45	N
PO BOX 267						
ISLETON, CA 95641						
(707) 704-8819						N

015525 VICKERY, ALICIA	12.70	LUNCH MONEY REIMB	04/21/2022	22345740 TC-220524	12.70	N
PO BOX 223						
ISLETON, CA 95641						
(0) - 0						N

014978 WALLACE, STACY	289.53	ISLE REIMB	04/07/2022	22343466 TC-220451	83.06	N

1266 IVY WAY
MANTECA, CA 95336

ISLE REIMB

04/21/2022 22345682 PV-220692

206.47 N

(714) 305-0061

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000104 WARREN'S MACHINE & WELDING 52270 CLARKSBURG ROAD P.O. BOX 398 CLARKSBURG, CA 95612 (916) 744-1667	255.05	23166/23077 DHS AG SUPPLIES 23166/23077 DHS AG SUPPLIES	04/05/2022 04/05/2022	22342910 PO-220280 22342910 PO-220280	127.52 127.53	7 7
		Y WIGLEY, WARREN				
010906 WASTE MANAGEMENT OF WOODLAND P.O. BOX 78251 PHOENIX, AZ 85062-8251 (0) -	2,294.23	DHS WASTE SERV DHS WASTE SERV	04/12/2022 04/19/2022	22344155 PV-220677 22345125 PV-220688	1,290.33 1,003.90	N N
		N				
015136 WEAVER, RICK 929 SAGE DRIVE VACAVILLE, CA 95687 (707) 592-1633	975.00	503616 TRANS EVALS	04/26/2022	22346424 PV-220706	975.00	Y
		Y RICHARD R WEAV				
015228 WEST COAST BROADCAST SERV 2006 G STREET SACRAMENTO, CA 95811 (530) 554-0603	597.88	RVH-007 RADIO RIO SERV	04/12/2022	22344157 PV-220679	597.88	Y
		Y MICHAEL DASILV				
012528 WILLIAMS SCOTSMAN INC 901 SOUTH BOND ST. #600 BALTIMORE, MD 21231 (800) 782-1500	5,153.32	DHW MODULAR LEASE RMS MODULAR LEASES RVHS MODULAR LEASE	04/07/2022 04/07/2022 04/07/2022	22343449 PO-220208 22343449 PO-220208 22343449 PO-220208	1,288.33 2,576.66 1,288.33	N N N
		N				
014450 WIZIX 4777 BENNETT DRIVE SUITE D LIVERMORE, CA 94551 (916) 913-6191	1,053.51	265630 BATES PRINT CHRGS 267789/268385/267692 PRNT/STPL 267789/268385/267692 PRNT/STPL 267789/268385/267692 PRNT/STPL 268922 F5 PRINT CHARGES 269412 BATES PRINT CHRGS	04/05/2022 04/19/2022 04/19/2022 04/19/2022 04/21/2022 04/26/2022	22342922 PV-220647 22345126 PV-220689 22345126 PV-220689 22345126 PV-220689 22345679 PO-220040 22346425 PV-220707	259.97 151.38 215.76 167.48 126.61 132.31	N N N N N N
		N WIZIX TECHNOLO				

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000585 WRIGHT, STEVE 400 S FRONT STREET RIO VISTA, CA 94571	350.76	FEB- APRIL 12 MILEAGE	04/26/2022	22346426 PV-220708	350.76	N
(0) - 0						N
015259 ZOO-PHONICS INC 995 MORNING STAR DR. STE #B SONORA, CA 95370	353.20	60058 SPANISH KIT	04/26/2022	22346402 PO-220807	353.20	N
(209) 288-2430						N
District total:	578,614.76					
Report total:	578,614.76					

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 10, 2022

Attachments: _____

From: Victoria Turk, Principal RVHS

Item Number: 10.4

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

SUBJECT:

Request to Approve the Rio Vista Class of 2022 Graduation Trip to Disneyland in Anaheim, California on May 26-27, 2022.

BACKGROUND:

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

STATUS:

Overnight travel requires Board approval.

Presenter:

Victoria Turk, Principal

OTHER PEOPLE WHO MIGHT BE PRESENT:

Chaperones: Drake Sherman, Jennie Gornto

COST AND FUNDING SOURCES:

Seniors electing to attend (currently 48) at a personal cost of \$399.00 each; 2 chaperones are funded by USA Student Travel and 2 chaperones are funded by ASB Class of 2022

RECOMMENDATION:

That the Board approves the overnight travel for the of Class of 2022 for their graduation trip to Disneyland in Anaheim, California on May 26-27, 2022

Time allocated: 2 minutes

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 10, 2022

Attachments: _____

From: Christine Mabery, Principal

Item Number: 10.5

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

SUBJECT:

Request to Approve the Delta High School Class of 2022 Senior Trip to Disneyland in Anaheim, California on May 31-June 1, 2022

BACKGROUND:

The Delta High School Senior Class has traditionally enjoyed a Senior Class trip as a culminating activity to their four (4) years of high school. The COVID-19 pandemic put a halt to many events and this annual trip was one of them. Senior class trips are common for both schools in our district and with the COVID-19 outbreaks and hospitalizations decreasing and the number of people vaccinated increasing, Delta High School Senior Class of 2022 is hoping to bring back the Senior Class Trip.

STATUS:

COVID-19 outbreaks and hospitalizations decreasing and vaccinated people increasing, the state, as well as California Public Health Department, has decreased mitigation measures. Mask mandates have been lifted and Governor Newsom has lifted (for now) the requirement that all students be vaccinated against COVID before next school year. The students at Delta High School have followed all required guidelines in the past and are looking forward to enjoying the relaxed guidelines for all indoor and outdoor events. Seniors have paid for their trip personally and through fundraising, and no student was prohibited from attending this trip due to financial reasons.

PRESENTER:

Christine Mabery, Principal, Delta High School

OTHER PEOPLE WHO MIGHT BE PRESENT:

Jill Viramontes, Class officers

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

That the Board reapprove the Delta High School Class of 2022 Senior Class Trip to Disneyland in Anaheim, California on May 31-June 1, 2022.

Time allocated: 2 minutes

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 10, 2022

Attachments: X

From: Victoria Turk, Principal

Item Number: 10.6

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

SUBJECT:

Request to Approve Victoria Turk, Principal; Katherine Ingalls, Vice Principal and Drake Sherman, Athletic Director as Rio Vista High Representatives to California Interscholastic Federation (CIF) Leagues for the 2022-2023 School Year

BACKGROUND:

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

STATUS:

Rio Vista High School would like Board to appoint Victoria Turk, Katherine Ingalls and Drake Sherman as the RVHS representatives to the CIF league for the 2022-2023 school year.

PRESENTER:

Victoria Turk, Principal of Rio Vista High School

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

No cost to the District to appoint CIF league representatives for Rio Vista High School

RECOMMENDATION:

That the Board appoint Victoria Turk, Principal; Katherine Ingalls, Vice Principal and Drake Sherman, Athletic Director as Rio Vista High Representatives to CIF Leagues for the 2022-2023 School Year.

Time allocated: 3 minutes



TO: SUPERINTENDENT OF PUBLIC SCHOOLS
PRINCIPAL OF PRIVATE SCHOOLS

FROM: RON NOCETTI, EXECUTIVE DIRECTOR

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

DATE: APRIL 1, 2022

Enclosed is a form upon which to record your district and/or school representatives to leagues for **next year, 2022-2023**. It is a form sent every year to you in order to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by school district or school governing boards. **It is a legal requirement that league representatives be so designated.**

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

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

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

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

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

Please return the enclosed form no later than June 28, 2022 directly to your CIF Section Office. Addresses of each section are listed on the back of the form. Please contact us if we can give you further information.

2022-2023 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2022.**

River Delta Unfied School District/Governing Board at its May 10, 2022 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2022-2023 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Rio Vista High School
NAME OF REPRESENTATIVE Victoria Turk POSITION Principal
ADDRESS 410 South 4th Street CITY Rio Vista ZIP 94571
PHONE 707-374-6336 FAX 707-374-6810 E-MAIL vturk@rdusd.org

NAME OF SCHOOL Rio Vista High School
NAME OF REPRESENTATIVE Katherine Inqalls POSITION Vice Principal
ADDRESS 410 South 4th Street CITY Rio Vista ZIP 94571
PHONE 707-374-6336 FAX 707-374-6810 E-MAIL kinqalls@rdusd.org

NAME OF SCHOOL Rio Vista High School
NAME OF REPRESENTATIVE Drake Sherman POSITION Athletic Director
ADDRESS 410 South 4th Street CITY Rio Vista ZIP 94574
PHONE 707-374-6336 FAX 707-374-6810 E-MAIL dsherman@rdusd.org

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

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

Superintendent's or Principal's Name Katherine Wright Signature _____

Address 445 Montezuma Street City Rio Vista Zip 94571

Phone 707-374-1700 FAX 707-374-2995

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

CIF SECTION OFFICES

CIF CENTRAL SECTION

Ryan Tos, Commissioner
P.O. Box 427
Kingsburg, CA 93631
Phone: (559) 781-7586
Email: kellyjones@cifcs.org

CIF CENTRAL COAST SECTION

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

CIF LOS ANGELES SECTION

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

CIF NORTH COAST SECTION

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

CIF NORTHERN SECTION

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

CIF OAKLAND SECTION

Franky Navarro, Commissioner
1000 Broadway, Ste. 150
Oakland, CA 94607
Phone: (510) 879-2846

CIF SAC-JOQUIN SECTION

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

CIF SAN DIEGO SECTION

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

CIF SAN FRANCISCO SECTION

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

CIF SOUTHERN SECTION

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

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 10, 2022

Attachments: X

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 10.7

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

SUBJECT:

Request to Approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Capital Kids Occupational Therapy, Inc.) to Provide Speech and Occupational Therapy Services for the 2021-2022 school year at a cost not to exceed \$20,000.

BACKGROUND:

Capital Kids Occupational Therapy, Inc is a pediatric therapy company that provides Speech and Occupational Therapy services in Sacramento area public schools.

STATUS:

This is a new contract.

PRESENTER: Nicole Latimer, Chief Educational Services Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$20,000 paid by Special Education funds.

RECOMMENDATION:

That the Board approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Capital Kids Occupational Therapy, Inc.) to provide Speech and Occupational Therapy Services for the 2021-2022 school year at a cost not to exceed \$20,000.

Time allocated: 2 minutes

SACRAMENTO COUNTY SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2021-2022

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2021-2022

CONTRACT NUMBER:

LEA: River Delta Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Capital Kids Occupational Therapy, Inc.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on April 8, 2022, between the River Delta Unified School District (hereinafter referred to as the local educational agency “LEA” or “District”) and Capital Kids Occupational Therapy, Inc. (nonpublic, nonsectarian school or agency, hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

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

2. CERTIFICATION AND LICENSES

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

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from April 8, 2022 to June 30, 2022 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2022. In the event a subsequent Master Contract is not renegotiated by June 30, 2022, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Cal. Code Regs., tit. 5, § 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

15. INSURANCE

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

PART I

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

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

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

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

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

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

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

Part A – Statutory Limits

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

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

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

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

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

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

19. CONFLICTS OF INTEREST

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

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

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

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

25. CALENDARS

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

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

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

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

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

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. ~~MANDATED ATTENDANCE AT LEA MEETINGS~~

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

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

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

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

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

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

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

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

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

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

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

37. TRANSCRIPTS

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

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

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

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

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

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

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

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

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

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

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

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

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

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

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

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

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

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

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

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

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

46. STAFF QUALIFICATIONS

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

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

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

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

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

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

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

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

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

48. STAFF ABSENCE

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

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

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

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

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

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

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

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

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

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

51. FACILITIES AND FACILITIES MODIFICATIONS

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

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

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

52. ADMINISTRATION OF MEDICATION

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

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

53. INCIDENT/ACCIDENT REPORTING

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

54. CHILD ABUSE REPORTING

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

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

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

55. SEXUAL HARASSMENT

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

56. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

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

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

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

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

58. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

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

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

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

59. PAYMENT FROM OUTSIDE AGENCIES

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

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

61. INSPECTION AND AUDIT

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

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

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

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

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

62. RATE SCHEDULE

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

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

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

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

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

representatives. This Master Contract is effective on the 8th day of April 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School/Agency

By:

Signature Date

Name and Title of Authorized Representative

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

Name and Title

Nonpublic School/Agency/Related Service Provider

Address

City State Zip

Phone Fax

Email*
(*Required)

LEA
River Delta Unified School District

By:

Signature Date

By:

Name and Title of Authorized Representative

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

River Delta Unified School District

LEA
445 Montezuma Street

Address
Rio Vista CA 94571

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

Phone Fax
tsalomon@rdusd.org

Email

Additional LEA Notification
(Required if Completed)

Name and Title

LEA

Address

City State Zip

Phone Fax

Email

EXHIBIT B: RATES – NON-PUBLIC AGENCY ONLY – 2021-2022 CONTRACT YEAR

CONTRACTOR Capital Kids Occupational Therapy, Inc. CONTRACTOR NUMBER _____ CDE TOTAL ENROLLMENT ALLOWED _____

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

Payment under this contract may not exceed \$20,000
 Total LEA enrollment may not exceed _____
 (per Master Contract Section 62)

SERVICE	DESCRIPTION	RATE
Language and Speech Therapy	Speech and Language Pathology (SLP) Services	\$120 per hour
	7-Hour Day Rate for SLP Services	\$840 per day
	Speech and Language Pathology Assistant (SLPA) Supervised by NPA SLP)	\$100 per hour
	7-Hour Day Rate for Speech and Language Pathology Assistant (SLPA) Services	\$700 per day
	8-Hour Day Rate for Speech and Language Pathology Assistant (SLPA) Services	\$800 per day
	Speech and Language Pathology Assistant (SLPA) Services (supervised by LEA SLP)	\$80 per hour
	Language and Speech Therapy Rates will apply to IEP attendance	
Occupational Therapy	Occupational Therapy OTR Services	\$120 per hour
	7-Hour Day Rate for OTR Services	\$840 per day
	8-Hour Day Rate for OTR Services	\$960 per day
	Occupational Therapy Assistant (OTA) Services (supervised by NPA)	\$100 per hour
	Occupational Therapy Assistant (OTA) Services (supervised by District)	\$80 per hour
	7-Hour Day Rate for COTA Services	\$700 per day
	8-Hour Day Rate for COTA Services	\$800 per day
	Occupational Therapy Rates will apply to IEP attendance	
Physical Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____
	DIRECT THERAPY 1:1 or small group	\$ _____
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	\$ _____
Behavior Intervention Services	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on the work day for this discipline. Rate will be pro-rated if NPA staff works less than the identified work day: <i>Check the applicable work day:</i> <input type="checkbox"/> Full Work Day <input type="checkbox"/> Half Work Day	\$ _____ Per Diem
	DIRECT STUDENT AIDE 1:1 or small group, implementing behavior plan, data collection.	\$ _____ Per Hour
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	SUPERVISING CONSULTANT: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting; attendance at IEP meetings.	\$ _____ Per Hour
	Travel Time	<u>Paid at the staff member's regular hourly rate.</u>

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 10, 2022

Attachments: X

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 10.8

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

SUBJECT:

Request to approve the Independent Contract for Services Agreement with Judy Boers, M.S. to provide a psychological assessment and services for a district student for the 2021-2022 school year at a cost not to exceed \$10,000.

BACKGROUND:

Judy Boers, M.S. is an Educational Psychologist that specializes in assessing how an individual processes the world around them and has developed patterns, perceptions and habits that may be maladaptive. This approach focuses on the whole person which includes an individual's development in cognitive processing, social-emotional adjustment, habits, and sensory integration of the environment. Judy will provide a psychological and educational assessment for a district student.

STATUS:

This is a new contract.

PRESENTER: Nicole Latimer, Chief Educational Services Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Not to exceed \$10,000 by Special Education funds.

RECOMMENDATION:

Independent Contract for Services Agreement with Judy Boers, M.S. to provide a psychological assessment and services for a district student for the 2021-2022 school year at a cost not to exceed \$10,000.

Time allocated: 2 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1651
(707) 374-1700 Fax (707) 374-2995
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 Judy Boers, M.S., hereinafter referred to as "CONSULTANT."

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

1. TERM: The term of this agreement is from April 1, 2022 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.

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

To provide psychological services and assessments for district students.

3. PAYMENT FOR SERVICES: CONSULTANT shall receive compensation at the rate of:
\$ per day week month year or per hour
OR
\$125.00 per hour for assessments.
\$150.00 per hour for Independent Individual Evaluations (IEE).
for a total cost not to exceed \$10,000.

In the event the CONSULTANT is required to travel outside Solano, Yolo or Sacramento Counties at the request of the DISTRICT, it is agreed that actual and necessary expenses incurred while performing such services shall be reimbursed. 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.

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

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

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

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

CONTRACTOR/CONSULTANT:

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Printed/Typed Name Date

Requested By Date

Social Security Number/Federal Tax ID Number

Approval Signature Date

Address State Zip

Budget Code (Name & Coding)

Contact Phone and Email

Board of Trustees Action Date

Signature (Contractor/Consultant Authorized Representative)

Consultant must answer the two questions below:

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

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



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

Judy Boers, M.S.

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

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

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

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

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

Signature of Authorized Representative

Date Signed

Typed/Printed Name of Authorized Representative

Company Name

Address, Email & Phone: _____

1/14/08

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- | | | | | |
|------------------------------------|---------------------------------------|---------------------------------|-----------------------|-----------------------|
| 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 | | |



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

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

Description of Duties: To provide psychological services for district students.

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

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

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

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

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

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

Kathy Wright, Superintendent

Date

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

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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

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CONTRACTOR INSURANCE REQUIREMENTS

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

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

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

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

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

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

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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

Date Signed

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

Company Name

1/14/08

BOARD OF TRUSTEES RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 10, 2022

Attachments: _____

From: Christine Mabery, Principal Delta High School

Item Number: 10.9

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

SUBJECT:

Request to Approve an Overnight Field Trip for Delta High School's Future Farmers of America (FFA) Students to Monterey Bay and Santa Cruz Boardwalk

BACKGROUND:

Overnight field trips were a common school activity before the COVID-19 pandemic hit in March 2020. RDUSD has gradually returned to school life and activities pre-pandemic apart from overnight field trips. Due to the mask mandate being lifted, the number of vaccinations for the state of California increasing daily, and the number of hospitalizations decreasing daily, the Delta High School FFA program is asking for a return to the approval of overnight field trips. The Delta High School FFA program recently had their first overnight fieldtrip request approved by the Board of Trustees at the last board meeting, April 12, 2022, and the Delta High School thanks the Board of Trustees for this permission. The FFA students at Delta High School have been participating in as many events that the CDPH guidelines have allowed during this school year. The FFA standards allow for many opportunities for development of skills and this field trip is no exception. This fieldtrip will enable the Delta High School FFA students to develop proficiency to two FFA standards: (1) California Standards for Career-Ready Practice and (2) Anchor Standards of Agriculture and Natural Resources Knowledge and Performance. The first standard states that students will:

Understand the environmental, social, and economic impacts of decisions. Career-ready individuals understand the interrelated nature of their actions and regularly make decisions that positively impact other people, organizations, the workplace, and the environment. They are aware of and utilize new technologies, understandings, procedures, and materials and adhere to regulations affecting the nature of their work. They are cognizant of impacts on the social condition, environment, workplace, and profitability of the organization.

To achieve this standard, students will tour the Monterey Bay Aquarium and the nearby environment to learn more about the impact that personal, social, and legislative decisions have on the environment and the animals that live within it.

The second standard states that students will:

Work with peers to promote divergent and creative perspectives, effective leadership, group dynamics, team and individual decision making, benefits of workforce diversity, and conflict resolution as practiced in the Future Farmers of America (FFA) career technical student organization. (Direct alignment with SLS 11-12.1b) and that

Students will demonstrate how to interact with others in ways that demonstrate respect for individual and cultural differences and for the attitudes and feelings of others. In addition, students will participate in group or team activities, including those offered by the student organization, that develop skills in leadership, cooperation, collaboration, and effective decision making.

To achieve this standard, students will be interacting with other grade levels and experiences in the FFA to build greater community/program rapport and increase the quality of student relationships and will participate in activities that foster the need for leadership, cooperation, collaboration, decision making and interacting with their peers.

This is a privileged overnight trip for the Delta High School FFA students that demonstrated exemplary leadership and presentation skills, had to show an above and beyond attitude in all areas of the program and the Delta High School FFA Ag Advisors feel these students have earned this trip based on performance throughout the school year.

STATUS:

The Delta FFA chapter is excited to participate in activities and programs that develop the skills in the above standards as the COVID-19 pandemic halted all FFA activities and it has taken almost this entire school year for FFA students to enjoy full participation in their activities. This is a summertime planned trip where students will not be missing school, but that all school rules still apply. Students earned this trip on merit and have no cost for this trip as the cost is sponsored by the Ag Boosters. The Delta High School FFA advisors are excited about offering this incentive trip to this amazing group of student leaders and ask for approval for this trip.

PRESENTER:

Christine Mabery, Principal, Delta High School

OTHER PEOPLE WHO MIGHT BE PRESENT:

Anika Neeley, Ag Teacher and FFA Advisor, Delta High School

COST AND FUNDING SOURCES:

The cost is split between the Delta FFA Chapter ASB funds and the students and their families. FFA is paying for the lodging and meals with students paying for activities.

RECOMMENDATION:

That the Board approves this overnight field trip for the Delta High School's FFA Program to Monterey Bay and the Santa Cruz Boardwalk.

Time allocated: 3 minutes

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: May 10, 2022

Attachments: _____

From: Katherine Wright, Superintendent

Item Number: 10.10

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

SUBJECT:

Donations

BACKGROUND:

Donations to Receive and Acknowledge:

**Rio Vista High School – Joseph Turk Memorial Scholarship Fund in
memory of Nancy Sappington**

Danny and Delinda Bowers
Victoria Turk and Family

STATUS:

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board acknowledge and approve the receipt of these donations

Time allocated: 3 minutes

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 10, 2022

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 11

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

SUBJECT:

Request to Approve the First Reading of the Updated or New Board Policies, Administrative Regulation and or Exhibits Due to New Legislation or Mandated Language and Citation Revisions as of March 2022.

BACKGROUND:

Changes in legislation and amendments to laws lead to necessary/mandated changes in District Board Policies, Administrative Regulations and Exhibits.

STATUS:

Attached are Board Policies, Administrative Regulations and Exhibits which have been affected by changes in law effective prior to March 2022 which need to be approved for first reading.

These Board Policies, Administrative Regulations and Exhibits will be submitted for a second and final reading and approval at the June 14, 2022 Board meeting.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Jennifer Gaston, Recorder

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the first reading of these Board Policies, Administrative Regulations and Exhibits as submitted resulting from legislation effective prior to March 2022.

Time allocated: 3 minutes

CSBA POLICY GUIDE SHEET

March 2022

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 4030 - Nondiscrimination in Employment

Policy updated to reflect **NEW LAW (SB 331, 2021)** which makes unlawful a district's use of a nondisparagement agreement or other document that would deny an employee the right to disclose information about unlawful acts in the workplace, in exchange for a raise or bonus, with respect to any complaint or claim that involves workplace harassment or discrimination, not just those relating to sexual harassment or sexual assault. Policy also updated to reflect **NEW LAW (SB 807, 2021)** that makes it an unlawful employment practice for an employer to fail to maintain certain records in accordance with law, particularly when a workplace discrimination or harassment complaint has been filed with the California Department of Fair Employment and Housing.

Exhibit(1) 4112.9/4212.9/4312.9 - Employee Notifications

Exhibit updated to add employee notifications related to (1) receipt of written notification that minor student has committed a felony or misdemeanor involving specified offenses; (2) duties of the district liaison for homeless students; (3) termination of services of certificated permanent or probationary employee when, during the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies, the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent; (4) receipt of transfer student record regarding acts that resulted in suspension or expulsion; and (5) disclosure of document identifying an employee who is a victim of domestic violence. Exhibit also updated to reflect **NEW LAW (AB 438, 2021)** regarding classified employees who are laid off due to lack of work or lack of funds, and classified employees whose positions must be eliminated due to expiration of a specially funded program.

Board Policy 4141.6/4241.6 - Concerted Action/Work Stoppage

Policy updated to reflect **NEW LAW (AB 237, 2021)** which prohibits public employers from discontinuing employer contributions for health care or other medical coverage for employees who are participating in an authorized strike, as defined in law.

Administrative Regulation 4141.6/4241.6 - Concerted Action/Work Stoppage

Regulation updated to provide implementation language for **NEW LAW (AB 237, 2021)** which prohibits public employers from discontinuing employer contributions for health care or other medical coverage for employees who are participating in an authorized strike, as defined in law. Updated Regulation includes other consistent changes.

Board Policy 5111 - Admission

Policy updated to reflect the distinction between compulsory education for students starting at age six and the requirement for districts to offer and admit students who are eligible for transitional kindergarten, delete the requirement for district enrollment applications to include information about health care options as the law requiring such information has self-repealed, and clarify that a student's residence is a location within the district that may be verified as part of school admission requirements.

Administrative Regulation 5111 - Admission

Regulation updated for consistency with **NEW LAW (AB 130, 2021)** which revises the timespans for transitional kindergarten (TK) admittance requirements to be phased in from the 2022-23 school year to the 2025-26 school year, as reflected in BP 6170.1 - Transitional Kindergarten.

Administrative Regulation 5113 - Absences and Excuses

Regulation updated to reflect **NEW LAW (SB 14, 2021)** which includes an absence for the benefit of a student's mental or behavioral health within an absence due to a student's illness, and **NEW LAW (AB 516, 2021)** which includes an absence for a student's participation in a cultural ceremony or event as an excused absence. Regulation also updated for clarification and alignment with law.

Administrative Regulation 5142 - Safety

Regulation updated to reflect **NEW LAW (SB 722, 2021)** which requires any district hosting or sponsoring an on-campus event that is not part of an interscholastic athletic program in or around a swimming pool to have at least one adult with a Cardiopulmonary Resuscitation training certification present throughout the event. Updated Regulation includes minor editorial changes.

Exhibit(1) 5145.6 - Parental Notifications

Exhibit updated to reflect **NEW LAW (AB 128, 2021)** which extends the suspension of certain mandated activities through the 2021-22 fiscal year. Exhibit also updated to add parental notifications related to (1) completion and submission of the Federal Application for Federal Student Aid and California Dream Act Application; (2) public hearing on alternative schedule in secondary grades; and (3) early entry to transitional kindergarten if early entry is offered. Additionally, exhibit updated to expand description regarding notifications related to (1) uniform complaint procedures; (2) student records; (3) college admission requirements; (4) transfer opportunities for foster youth, homeless youth, former juvenile court school students and children of military families through the California Community Colleges; (5) parent/guardian rights when child participates in licensed child care and development program; (6) change in service to child care or preschool services; and (7) homeless student or unaccompanied youth notices. Exhibit also updated to include additional classroom/facility notices regarding uniform complaint procedures and parental rights related to licensed child care and development centers.

Board Policy 6173 - Education for Homeless Children

Policy updated to reflect **NEW LAW (AB 27, 2021)** which requires districts to ensure that each school within the district identifies all homeless children and unaccompanied youths and to create a web page or post on the district website a list of district liaisons for homeless students, contact information for such liaisons, and specific information on homelessness, including information regarding the educational rights and resources available to persons experiencing homelessness. Policy also updated to reflect **AB 27** requirement for districts that receive American Rescue Plan Elementary and Secondary School Emergency Relief - Homeless Children and Youth funds to administer a housing questionnaire developed by the California Department of Education (CDE) to parents/guardians of all students and all unaccompanied youths and report to CDE the number of homeless children and unaccompanied youths enrolled in the district. In addition, policy updated to reflect **NEW LAW (SB 400, 2021)** which requires CDE to develop and implement a system to verify that districts are providing required training to district liaisons and other appropriate staff at least annually. Policy also updated for clarity and closer alignment with law.

Administrative Regulation 6173 - Education for Homeless Children

Regulation updated to add email address to the district liaison's contact information since the California Department of Education (CDE) collects email addresses as part of the consolidated application process. Regulation also updated to reflect (1) **NEW LAW (SB 400, 2021)** which requires CDE to provide training materials to district liaisons for the purpose of providing required professional development and support to school personnel who provide services to homeless students; (2) CDE's recommendation regarding how dispute resolution information may be provided to parents/guardians or unaccompanied youth when the student involved is an English learner, including in the native language of the individual or through an interpreter; and (3) **NEW LAW (AB 27, 2021)** which requires districts to create a web page or post on the district website a list of district liaisons, contact information for such liaisons, and specific information on homelessness, including, but not limited to, information regarding the educational rights and resources available to persons experiencing homelessness.

Exhibit(1) 6173 - Education for Homeless Children

Exhibit updated for closer alignment with the U.S. Department of Education's "Education for Homeless Children and Youths Program Non-Regulatory Guidance", change the term "verbal" to "oral" to stay consistent with language in the administrative regulation and the California Department of Education's (CDE) "Homeless Education Dispute Resolution Process" letter to districts, and add the district liaison for homeless students email address to the district liaison's contact information as email is such a widely used means of communication and CDE collects email addresses as part of the consolidated application process. Exhibit also updated for clarity and gender neutrality.

Exhibit(2) 6173 - Education for Homeless Children

Exhibit updated to change the term "verbal" to "oral" to stay consistent with language in the administrative regulation and the California Department of Education's (CDE) "Homeless Education Dispute Resolution Process" letter to districts, add the district liaison for homeless students email address to the district liaison's contact information as email is such a widely used means of communication and CDE collects email addresses as part of the consolidated application process, and add that a copy of the dispute form be provided to the parent/guardian or student disputing enrollment as this is recommended in CDE's "Homeless Education Dispute Resolution Process" letter to districts and is stated in the administrative regulation.

Board Bylaw 9322 - Agenda/Meeting Materials

Bylaw updated to reflect **NEW LAW (SB 274, 2021)** which requires districts with a website to email a copy of, or a website link to, the agenda or a copy of all the documents constituting the agenda packet, if a person requests such items be delivered by email, unless it is technologically infeasible to do so. Bylaw also updated to include a focus on student well-being in the philosophical statement, add a provision for each agenda to include a statement regarding the option for students and parents/guardians to request that directory information or personal information of the student or parent/guardian be excluded from the meeting minutes as required by law, and to make other clarifying changes.

Policy 4030: Nondiscrimination In Employment

Status: ADOPTED

Original Adopted Date: 05/01/2016 | **Last Revised Date:** 03/2022 | **Last Reviewed Date:** 03/2022

CSBA NOTE: The following Board policy and accompanying administrative regulation are mandated pursuant to Government Code 11138 and 2 CCR 11023. The California Fair Employment and Housing Act (FEHA) (Government Code 12900-12996) prohibits districts and district employees from harassing or discriminating against employees and job applicants on the basis of actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, [_military and veteran veteran or military](#) status, sex, sexual orientation, gender, gender identity, or gender expression. Pursuant to Government Code 12940, these protections apply to employees, job applicants, persons who serve in an unpaid internship or other limited-duration program to gain unpaid work experience, volunteers, and independent contractors.

The same or similar protections are available to employees and job applicants under various provisions of federal law, including Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-7), Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17), Title IX of the Education Amendments of 1972 (20 USC 1681-1688), the Americans with Disabilities Act (42 USC 12101-12213), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and the Genetic Information Nondiscrimination Act (42 USC 2000ff-2000ff-11).

For policy addressing sexual harassment of and by employees, see BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment.

The Governing Board is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy, employees include job applicants, interns, volunteers, and persons who contracted with the district to provide services, as applicable.

[CSBA NOTE: 2 CCR 11027.1, as added by Register 2018, No. 20, provides a definition of "national origin" for the purpose of implementing state nondiscrimination laws.](#)

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, [_military and veteran veteran or military](#) status, sex, sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics.

CSBA NOTE: 2 CCR 11028, prohibits inquiry into an employee's immigration status or discrimination on the basis of such status, unless the district provides clear and convincing evidence that it is required to do so in order to comply with federal immigration law. Districts should consult legal counsel as necessary.

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that [it is necessary the district is required to do so in order](#) to comply with federal immigration law. (2 CCR 11028)

CSBA NOTE: The following items illustrate unlawful discriminatory practices as specified in Government Code 12940. Labor Code 1197.5 prohibits the payment of different wage rates to employees for similar work based on sex, race, or ethnicity and prohibits the use of prior salary history by itself to justify any disparity in compensation under the bona fide factor exception.

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. [Discrimination in Hiring](#), compensation, terms, conditions, and other privileges of employment
2. Taking of [an](#)-adverse employment actions such as termination or denial of employment, promotion, job assignment, or training
3. Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities or that has the purpose or effect of unreasonably interfering with the [individual's employee's](#) work performance or creating an intimidating, hostile, or offensive work environment

CSBA NOTE: Item #4 below [addresses the lists some, but not all](#), specific practices prohibited under Government Code 12940 or 2 CCR 11006-11086 in relation to certain protected categories. For example, because "sex" as defined in Government Code 12926 includes pregnancy, childbirth, breastfeeding, or related medical conditions, any of these conditions may be the basis for an employee's sex discrimination claim. As the specific prohibitions are too numerous to list in policy, it is recommended that district legal counsel be consulted when questions arise as to any specific claim.

4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:
 - a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status
 - b. Religious creed discrimination based on an employee's religious belief or observance, including religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement
 - c. [Requirement for a Requiring](#) medical or psychological examination of a job applicant or [making](#) an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity
 - d. Failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee

CSBA NOTE: Retaliation against complainants or other participants in the grievance procedures is prohibited by Government Code 12940 and 34 CFR 110.34. In addition to the general prohibition against retaliation, Government Code 12940 provides that an employee who requests accommodation

for a physical or mental disability or religious belief is protected from retaliation as specified below. CSBA recommends that this protection be extended to all protected characteristics, as provided below.

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, [reports an incident](#), testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; 2 CCR 11028)

CSBA NOTE: Pursuant to Government Code 12964.5, the district is prohibited from requiring an employee, in exchange for a raise or bonus or as a condition of employment or continued employment, to sign a nondisparagement agreement or similar document that would deny the employee the right to disclose information about unlawful acts in the workplace or requiring an employee to release the right to file a claim or civil action against the district.

Pursuant to Government Code 12964.5, as amended by SB 331 (Ch. 638, Statutes of 2021), the above prohibition applies not only to claims or complaints of sexual harassment or sexual assault, but to those involving harassment or discrimination based on any protected characteristic and to other unlawful employment practices under FEHA.

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign ~~any document that a~~ releases of the employee's claim or right to file a claim against the district or ~~to disclose a nondisparagement agreement or other document that has the purpose or effect of preventing the employee from disclosing~~ information about harassment, discrimination, or other unlawful employment practices acts in the workplace, including any conduct that the employee has reasonable cause to believe is unlawful. (Government Code 12964.5)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

CSBA NOTE: Pursuant to 2 CCR 11019, in certain instances, an employee's (especially a supervisor's) knowledge or notice of prohibited conduct of another employee or individual may subject the district to liability. Therefore, it is recommended that the district require its employees with knowledge of harassment or discrimination to report the incident to the appropriate district authorities. In addition, Government Code 12940 ~~, as amended by SB 1300,~~ provides that a district may be responsible for harassment of employees by nonemployees where when the district knows or should have known of the conduct and failed to take immediate and corrective action, taking into consideration the extent of the district's control and other legal responsibility that the district may have with respect to the conduct of those nonemployees. Also see BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment.

See the accompanying administrative regulation for requirements related to the identification of the employee who will be responsible for compliance with ~~the~~ nondiscrimination laws.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately. ~~The district shall protect any employee who reports such incidents from retaliation.~~

CSBA NOTE: Government Code 12940 and 2 CCR 11023 require districts to take all reasonable steps to prevent prohibited discrimination and harassment, including, but not limited to, dissemination of the

district's policy on the prevention of harassment, discrimination, and retaliation. In addition, Government Code 12950 requires districts to post, in prominent and accessible locations on district premises, posters developed by the California Department of Fair Employment and Housing (DFEH), which are available on DFEH's web site. For further information on prevention strategies, see the accompanying administrative regulation.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy, including providing training and information to employees about how to recognize harassment, discrimination, or other [related-prohibited](#) conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

[CSBA NOTE: Government Code 12946, as amended by SB 807 \(Ch. 278, Statutes of 2021\), makes it an unlawful employment practice for a district to fail to maintain certain records and files for employees, applicants, and terminated employees, as provided in the following paragraph.](#)

[The district shall maintain and preserve all applications, personnel, membership, or employment referral records and files for at least four years after the records are initially created or received or, for an applicant or a terminated employee, for four years after the date the employment action was taken. However, when the district is notified that a complaint has been filed with the California Department of Fair Employment and Housing, records related to the employee involved shall be maintained and preserved until the later of the first date after the time for filing a civil action has expired or the first date after the complaint has been fully and finally disposed of and all administrative proceedings, civil actions, appeals, or related proceedings have been terminated. \(Government Code 12946\)](#)

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	Discrimination in employment
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11027-11028	National origin and ancestry discrimination
5 CCR 4900-4965	Nondiscrimination in elementary and secondary education programs
Civ. Code 51.7	Freedom from violence or intimidation
Ed. Code 200-262.4	Educational equity; prohibition of discrimination on the basis of sex

Gov. Code 11135	Unlawful discrimination
Gov. Code 11138	Rules and regulations
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940-12952	Unlawful employment practices
Gov. Code 12960-12976	Unlawful employment practices; complaints
Pen. Code 422.56	Definitions, hate crimes
Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972
28 CFR 35.101-35.190	Americans with Disabilities Act
29 USC 621-634	Age Discrimination in Employment Act
29 USC 794	Rehabilitation Act of 1973, Section 504
34 CFR 100.6	Compliance information
34 CFR 104.7	Designation of responsible employee for Section 504
34 CFR 104.8	Notice
34 CFR 106.8	Designation of responsible employee and adoption of grievance procedures
34 CFR 106.9	Dissemination of policy
34 CFR 110.1-110.39	Nondiscrimination on the basis of age
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964, as amended
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age discrimination in federally assisted programs

Management Resources	Description
CA Dept of Fair Employment and Housing Publication	Transgender Rights in the Workplace
CA Dept of Fair Employment and Housing Publication	California Law Prohibits Workplace Discrimination and Harassment
CA Dept of Fair Employment and Housing Publication	Workplace Harassment Guide for California Employers
CA Dept of Fair Employment and Housing Publication	Your Rights and Obligations as a Pregnant Employee
Court Decision	Shephard v. Loyola Marymount, (2002) 102 Cal.Appl 4th 837
Court Decision	Thomson v. North American Stainless LP, (2011) 131 S.Ct. 863

U.S. DOE Office for Civil Rights Publication	Notice of Non-Discrimination, August 2010
U.S. Equal Employment Opportunity Comm Publication	Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999
U.S. Equal Employment Opportunity Comm Publication	EEOC Compliance Manual
Website	California Department of Fair Employment and Housing
Website	U.S. Department of Education, Office for Civil Rights
Website	U.S. Equal Employment Opportunity Commission

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0470	COVID-19 Mitigation Plan
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
3312	Contracts
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3580	District Records
3580	District Records
3600	Consultants
4000	Concepts And Roles
4032	Reasonable Accommodation
4033	Lactation Accommodation

4111	Recruitment And Selection
4111.2	Legal Status Requirement
4111.2	Legal Status Requirement
4112.4	Health Examinations
4112.41	Employee Drug Testing
4112.41	Employee Drug Testing
4112.6	Personnel Files
4112.8	Employment Of Relatives
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.5	Working Remotely
4114	Transfers
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.1	Civil And Legal Rights
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.22	Dress And Grooming
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.41	Employees With Infectious Disease
4131	Staff Development
4144	Complaints
4144	Complaints
4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4211	Recruitment And Selection
4211.2	Legal Status Requirement
4211.2	Legal Status Requirement
4212.4	Health Examinations
4212.41	Employee Drug Testing

4212.41	Employee Drug Testing
4212.6	Personnel Files
4212.8	Employment Of Relatives
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.5	Working Remotely
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.22	Dress And Grooming
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.41	Employees With Infectious Disease
4231	Staff Development
4244	Complaints
4244	Complaints
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4311	Recruitment And Selection
4311.2	Legal Status Requirement
4311.2	Legal Status Requirement
4312.4	Health Examinations
4312.41	Employee Drug Testing
4312.41	Employee Drug Testing
4312.6	Personnel Files
4312.8	Employment Of Relatives
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications

4313.5	Working Remotely
4319.1	Civil And Legal Rights
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.22	Dress And Grooming
4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.41	Employees With Infectious Disease
4331	Staff Development
4344	Complaints
4344	Complaints
4351	Employee Compensation
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.5	Military Leave
4361.8	Family Care And Medical Leave
9000	Role Of The Board
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9321	Closed Session

Exhibit 4112.9-E(1): Employee Notifications

Status:
ADOPTED

Original Adopted Date: 05/01/2016 | **Last Revised Date:** 03/01/2022 | **Last Reviewed Date:** 03/01/2022

Note: The following exhibit lists notices which the law requires be provided to employees. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements.

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees			
At the beginning of school year or upon employment	Education Code 231.5; Government Code 12950	AR 4119.11 4219.11 4319.11	The district's policy on sexual harassment, legal remedies, complaints
Annually, and 72 hours before pesticide application	Education Code 17612	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information on pesticides
Prior to implementing year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round program
Prior to implementing alternative schedule	Education Code 46162	BP 6112	Public hearing on alternative schedule in secondary grades
Annually	Education Code 49013; 5 CCR 4622	AR 1312.3 BP 0460 BP 3260	Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan
Annually	Education Code 49414	AR 5141.21	Request for volunteers to be trained to administer epinephrine auto-injectors
At least once per year	Education Code 49414.3	AR 5141.21	Request for volunteers to be trained to administer opioid antagonist
To all employees	Government Code 1126	BP 4136 4236 4336	Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal
To all employees	Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210	BP 4020 BP 4159 4259 4359	District's drug- and alcohol-free workplace; actions to be taken if violated; available employee assistance programs

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
Upon employment	Government Code 21029	None	Right to purchase PERS service credit for military service performed prior to public employment
Upon placement of automated external defibrillator (AED) in school, and annually thereafter	Health and Safety Code 1797.196	AR 5141	Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan
If the district receives Tobacco-Use Prevention Education funds	Health and Safety Code 104420	AR 3513.3	District's tobacco-free schools policy and enforcement procedures
Annually, or more frequently if there is new information	Health and Safety Code 120875, 120880	BP 4119.43 4219.43 4319.43	AIDS and hepatitis B, including methods to prevent exposure
To new employees upon hire and other employees upon request, in districts with 25 or more employees	Labor Code 230.1	AR 4161.2 4261.2 4361.2	Rights pursuant to Labor Code 230-230.1 pertaining to leaves and accommodations for victims of crime or abuse
With each paycheck	Labor Code 246	AR 4161.1 AR 4261.1 4361.1	Amount of sick leave available
Upon hire, in employee handbook, and upon request for parental leave	Labor Code 1034	BP 4033	The district's policy on lactation accommodation
To covered employees and former employees	Labor Code 2800.2	AR 4154 4254 4354	Availability of COBRA/ Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage
To employees participating in a flexible spending account	Labor Code 2810.7	None	Deadline to withdraw funds from account before the end of the plan year
To every new employee, either at the time employee is hired or by end of first pay period	Labor Code 3551	AR 4157.1 4257.1 4357.1	Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
Within one day of receiving notice of potential exposure to COVID-19, to employees who were on the premises during the infectious period, the exclusive representative, and the employer of subcontracted employees as applicable	Labor Code 6409.6	AR 4157 4257 4357	Potential exposure to COVID-19; benefits to which employees may be entitled; available leave options; protection against discrimination and retaliation; district's disinfection and safety plan
Prior to beginning employment	Penal Code 11165.7, 11166.5	AR 5141.4	Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law
Upon employment, and when employee goes on leave for specified reasons	Unemployment Insurance Code 2613	AR 4154 4254 4354	Disability insurance rights and benefits
<u>To principal, counselor who directly supervises or reports on student's behavior or progress, and teacher and other administrators who directly supervise or report on student's behavior or progress when principal believes needs the information for the protection of self or others when working with student, when Superintendent or designee receives written notification that minor student has committed a felony or misdemeanor involving specified offenses</u>	<u>Welfare and Institutions Code 827</u>	<u>AR 4158</u> <u>4258</u> <u>4358</u>	<u>Limited exception to juvenile court record confidentiality to ensure rehabilitation of juvenile criminal offenders and protect students and staff</u>
To all employees and job applicants	2 CCR 11023; 34 CFR 104.8, 106.9	BP 0410 AR 4030	District's policy on nondiscrimination and related complaint procedures
To all employees via employee handbook, or to each new employee	2 CCR 11091, 11095; 29 CFR 825.300	AR 4161.8 4261.8 4361.8	Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible
To all employees	8 CCR 3203	AR 4157 4257 4357	The right and procedure to access the injury and illness prevention program
<u>To all employees working with homeless families</u>	<u>42 USC 11432</u>	<u>AR 6173</u>	<u>Duties of district liaison for homeless students</u>

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
To all employees	34 CFR 106.8	AR 4119.11 4219.11 4319.11	Nondiscrimination on the basis of sex; contact information for district's Title IX Coordinator; referral of inquiries to Title IX Coordinator and/or Office for Civil Rights
Annually	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; inspections, response actions, post-response actions planned or in progress

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees			
To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire	Education Code 22455.5	AR 4121	Criteria for membership in retirement system; right to elect membership at any time
Upon employment of a retired certificated individual	Education Code 22461	AR 4117.14 4317.14	Postretirement earnings limitation or employment restriction; monthly report of compensation
To certificated employees	Education Code 35171	AR 4115 BP 4315	District regulations related to performance evaluations
30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated	Education Code 44663	AR 4115	Copy of employee's evaluation
To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee	Education Code 44664	AR 4115	Notice and description of the unsatisfactory performance
By May 30, if district issues reemployment notices to certificated employees	Education Code 44842	AR 4112.1	Request that the employee notify district of intent to remain in service next year
To probationary and temporary certificated employees upon employment, and every July thereafter	Education Code 44916	AR 4112.1 AR 4121	Employment status and salary

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
To probationary employee, by March 15	Education Code 44929.21, 44929.23, 44948.5	BP 4116	Whether or not employee is reelected for next school year
When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year	Education Code 44934, 44934.1, 44936	BP 4118 AR 4118	Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice
To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/ dismissal notice	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings	Education Code 44940.5	AR 4118	Notice of intent to dismiss 30 days from notice unless employee demands hearing
To probationary employee 30 days prior to dismissal during school year, but not later than March 15 for a second-year probationary employee	Education Code 44948.3	AR 4118	Reasons for dismissal and opportunity to appeal
By March 15 when necessary to reduce certificated personnel, with final notice by May 15	Education Code 44949, 44955	BP 4117.3	Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination
Before the end of the school year to temporary employee who served 75 percent of school year but will be released	Education Code 44954	BP 4121	District's decision not to reelect employee for following school year
<u>During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to any permanent or probationary certificated employee, including an employee holding a position that requires administrative or supervisory credential, whose services are terminated</u>	<u>Education Code 44955.5</u>	<u>BP 4117.3</u>	<u>Decrease in the number of permanent employees in accordance with a schedule of notice and hearing adopted by the Board</u>

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
To teacher, when a student engages in or is reasonably suspected of specified acts	Education Code 49079	AR 4158 4258 4358	Student has committed specified act that constitutes ground for suspension or expulsion

II. To Certificated Employees (continued)

To teacher of a student who is suspended or expelled, when Superintendent or designee receives transfer student's record regarding acts that resulted in suspension or expulsion	Education Code 48201	AR 4158 4258 4358	Student has committed specified act that constitutes ground for suspension or expulsion
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To certificated employee upon change in employment status due to alleged misconduct or while allegation is pending	5 CCR 80303	AR 4117.7 4317.7	Contents of state regulation re: report to Commission on Teacher Credentialing
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When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
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III. To Classified Employees

When classified employee is subject to disciplinary action for cause, in nonmerit district	Education Code 45113	AR 4218	Notice of charges, right to hearing, timeline for requesting hearing
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By March 15, when laid off due to lack of work or lack of funds, with final notice by May 15	Education Code 45117	AR 4217.3	Notice of layoff, displacement and reemployment rights, right to hearing; final notice of Board decision regarding termination
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During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to classified employees who are laid off due to lack of work or lack of funds	Education Code 45117	AR 4217.3	District Statement of Reduction in Force to affected employees in accordance with a schedule of notice and hearing adopted by the Board
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At least 60 days prior to the effective date of layoff , or by April 29 for if the employee's position must be eliminated due to the expiration of a specially funded program that expires at end of school year	Education Code 45117	AR 4217.3	Notice of layoff date , displacement and reemployment rights
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When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. To Classified Employees (continued)			
Upon employment and upon each change in classification	Education Code 45169	AR 4212	Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek
To permanent employee whose leave is exhausted	Education Code 45192, 45195	AR 4261.1 AR 4261.11	Exhaustion of leave, opportunity to request additional leave
To school bus drivers and school activity bus drivers prior to expiration of specified documents	13 CCR 1234	AR 3542	Expiration date of driver's license, driver's certificate and medical certificate; need to renew
To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter	13 CCR 2480	AR 3542	Limitations on vehicle idling; consequences of not complying
To school bus drivers, prior to district drug testing program and thereafter upon employment	49 CFR 382.113, 382.601	AR 4112.42 4212.42 4312.42	Explanation of federal requirements for drug testing program and district's policy; prior to administration of each drug or alcohol test
To school bus drivers, prior to operating school bus	49 CFR 382.303	AR 4112.42 4212.42 4312.42	Post-accident information, procedures, and instructions

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
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IV. To Administrative/Supervisory Personnel

To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract	Education Code 35031	BP 2121 BP 4312.1	Decision not to reelect or reemploy upon expiration of contract or term
Upon request by administrative or supervisory employee transferred to teaching position	Education Code 44896	AR 4313.2	Statement of the reasons for the reassignment
By March 15 to employee who may be released/reassigned the following school year	Education Code 44951	AR 4313.2	Notice that employee may be released or reassigned the following school year

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances			
In the event of a breach of security of district records, to affected employees	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies
Prior to placing derogatory information in personnel file	Education Code 44031	AR 4112.6 4212.6 4312.6	Notice of derogatory information, opportunity to review and comment
To employees who volunteer to administer epinephrine auto-injector	Education Code 49414	AR 5141.21	Defense and indemnification from civil liability by the district
To district police officer, within 30 days of decision to impose discipline	Government Code 3304	AR 3515.3	Decision to impose discipline, including the date that discipline will be imposed
To employee returning from military leave of absence, within 30 days of return	Government Code 20997	AR 4161.5 4261.5 4361.5	Right to receive PERS service credit for military service; application form
24 hours before Board meets in closed session to hear complaints or charges against employee	Government Code 54957	BB 9321	Employee's right to have complaints/charges heard in open session
When taking disciplinary action against employee for disclosure of confidential information	Government Code 54963	BP 4119.23 4219.23 4319.23	Law prohibiting disclosure of confidential information obtained in closed session
<u>When document identifying employee who is victim of domestic violence is disclosed</u>	<u>Labor Code 230</u>	<u>AR 4158</u> <u>4258</u> <u>4358</u>	<u>Accommodations and leave for victims of domestic violence</u>
Within one working day of work-related injury or victimization of crime	Labor Code 3553, 5401	AR 4157.1 4257.1 4357.1	Potential eligibility for workers' compensation benefits, claim form
When adverse employment action is based on DOJ criminal history information or subsequent arrest notification	Penal Code 11105, 11105.2	AR 4112.5 4212.5 4312.5	Copy of DOJ notification
To any employee with exposure to blood or other potentially infectious materials, upon initial employment and at least annually thereafter	8 CCR 3204	AR 4119.42 4219.42 4319.42	The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances (continued)			
To any employee assigned to a work area where hazardous chemicals are present, upon initial assignment and upon new exposure situation	8 CCR 5191	AR 3514.1	Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material
To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area	8 CCR 5194	AR 3514.1	Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights
To employee eligible for military leave	38 USC 4334	AR 4161.5 4261.5 4361.5	Notice of rights, benefits, and obligations under military leave
Within five days of employee's request for FMLA leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave	29 CFR 825.300; 2 CCR 11049, 11091	AR 4161.8 4261.8 4361.8	Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice
Whenever notice of eligibility for FMLA is provided to employee	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

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
13 CCR 1234	Reports regarding school buses and bus drivers
13 CCR 2480	Vehicle idling, limitations
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11035-11051	Unlawful sex discrimination: pregnancy, childbirth and related medical conditions
2 CCR 11087-11098	California Family Rights Act
5 CCR 4622	Uniform complaint procedures
5 CCR 80303	Reports of change in employment status, alleged misconduct
8 CCR 3204	Employees exposed to bloodborne pathogens standard
8 CCR 5191	Chemical hygiene plan

8 CCR 5194	Hazard communication
Civ. Code 1798.29	District records, specifically - breach of security
Ed. Code 17612	Notification of pesticide use
Ed. Code 22455.5	STRS information to potential members
Ed. Code 22461	Postretirement compensation limitation
Ed. Code 231.5	Sexual harassment policy
Ed. Code 35031	Term of employment
Ed. Code 35171	Availability of rules and regulations for evaluation of performance
Ed. Code 37616	Notice of public hearing on year-round schedule
Ed. Code 44031	Personnel file contents, inspection
Ed. Code 44663-44664	Evaluation of certificated employees
Ed. Code 44842	Reemployment notices, certificated employees
Ed. Code 44896	Transfer of administrator or supervisor to teaching position
Ed. Code 44916	Written statement of employment status
Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44934	Notice of disciplinary action for cause
Ed. Code 44938	Notice of unprofessional conduct and opportunity to correct
Ed. Code 44940.5-44941	Notification of suspension and intent to dismiss
Ed. Code 44948.3-44948.5	Dismissal of probationary employees
Ed. Code 44948.5	Nonreelection procedures, districts under 250 ADA
Ed. Code 44949	Dismissal of probationary employees
Ed. Code 44951	Continuation in position unless notified, administrative or supervisory personnel
Ed. Code 44954	Nonreelection of temporary employees
Ed. Code 44955	Reduction in number of permanent employees
Ed. Code 44955.5	Decrease in number of permanent employees during specified time period upon determination related to local control funding formula per unit of average daily attendance
Ed. Code 45113	Notification of charges, classified employees
Ed. Code 45117	Notice of layoff, classified employees
Ed. Code 45169	Employee salary data, classified employees
Ed. Code 45192	Industrial accident and illness leave for classified employees
Ed. Code 45195	Additional leave

Ed. Code 46162	Notice of public hearing on block schedule
Ed. Code 48201	Transfer student's record for acts that resulted in suspension or expulsion
Ed. Code 49013	Complaints regarding student fees
Ed. Code 49079	Notification to teacher, student who has engaged in acts re: grounds suspension or expulsion
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Gov. Code 1126	Incompatible activities of employees
Gov. Code 12950	Sexual harassment
Gov. Code 21029	Retirement credit for period of military service
Gov. Code 54957	Complaints against employees; right to open session
Gov. Code 54963	Unauthorized disclosure of confidential information
Gov. Code 8355	Certification of drug-free workplace, including notification
H&S Code 104420	Tobacco-free schools
H&S Code 120875	Information on AIDS, AIDS-related conditions, and hepatitis B
H&S Code 120880	Notification to employees re AIDS, AIDS-related conditions, and hepatitis B
H&S Code 1797.196	Automated external defibrillators; notification of use and locations
Lab. Code 230	Accommodations and leave for victims of domestic violence
Lab. Code 2800.2	Notification of availability of continuation health coverage
Lab. Code 3550-3553	Notifications re: workers' compensation benefits
Lab. Code 5401	Workers' compensation, claim form and notice of potential eligibility
Pen. Code 11165.7	Child Abuse and Neglect Reporting Act, notification requirement
Pen. Code 11166.5	Employment, statement of knowledge of duty to report child abuse or neglect
Unemp. Ins. Code 2613	Disability insurance; notice of rights and benefits
Welfare and Institutions Code 827	Limited exception to juvenile court record
Federal	Description
29 CFR 825.300	Family and Medical Leave Act; notice requirement
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Dissemination of policy

34 CFR 84.205-84.210	Drug-free workplace statement
38 USC 4334	Uniformed Services Employment and Reemployment Rights Act, notice requirement
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans
41 USC 8101-8106	Drug-Free Workplace Act
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
49 CFR 382.113	Controlled substance and alcohol use and testing notifications
49 CFR 382.303	Post-accident information, procedures, and instructions
49 CFR 382.601	Controlled substance and alcohol use and testing notification

Cross References

Code	Description
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
2121	Superintendent's Contract
3260	Fees And Charges
3260	Fees And Charges
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3514.2	Integrated Pest Management
3542	School Bus Drivers
3580	District Records
3580	District Records
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment

4033	Lactation Accommodation
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.6	Personnel Files
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4117.14	Postretirement Employment
4117.3	Personnel Reduction
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.43	Universal Precautions
4119.43	Universal Precautions
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4136	Nonschool Employment
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157.1	Work-Related Injuries
4158	Employee Security (BP and AR)
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers

4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.6	Personnel Files
4216	Probationary/Permanent Status
4217.3	Layoff/Rehire
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.43	Universal Precautions
4219.43	Universal Precautions
4236	Nonschool Employment
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257.1	Work-Related Injuries
4258	Employee Security (BP and AR)
4261.1	Personal Illness/Injury Leave
4261.11	Industrial Accident/Illness Leave
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4312.1	Contracts
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files
4315	Evaluation/Supervision
4317.14	Postretirement Employment
4317.7	Employment Status Reports
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.43	Universal Precautions
4319.43	Universal Precautions
4336	Nonschool Employment
4354	Health And Welfare Benefits

4354	Health And Welfare Benefits
4357.1	Work-Related Injuries
4358	Employee Security (BP and AR)
4361.1	Personal Illness/Injury Leave
4361.11	Industrial Accident/Illness Leave
4361.5	Military Leave
4361.8	Family Care And Medical Leave
6117	Year-Round Schedules
6173	Education for Homeless Children (BP/AR/E(1)/E(1))
9310	Board Policies
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9321	Closed Session

Exhibit 4212.9-E(1): Employee Notifications

Status:
ADOPTED

Original Adopted Date: 05/01/2016 | **Last Revised Date:** 03/01/2022 | **Last Reviewed Date:** 03/01/2022

Note: The following exhibit lists notices which the law requires be provided to employees. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements.

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When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
Upon employment	Government Code 21029	None	Right to purchase PERS service credit for military service performed prior to public employment
Upon placement of automated external defibrillator (AED) in school, and annually thereafter	Health and Safety Code 1797.196	AR 5141	Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan
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With each paycheck	Labor Code 246	AR 4161.1 AR 4261.1 4361.1	Amount of sick leave available
Upon hire, in employee handbook, and upon request for parental leave	Labor Code 1034	BP 4033	The district's policy on lactation accommodation
To covered employees and former employees	Labor Code 2800.2	AR 4154 4254 4354	Availability of COBRA/ Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage
To employees participating in a flexible spending account	Labor Code 2810.7	None	Deadline to withdraw funds from account before the end of the plan year
To every new employee, either at the time employee is hired or by end of first pay period	Labor Code 3551	AR 4157.1 4257.1 4357.1	Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
Within one day of receiving notice of potential exposure to COVID-19, to employees who were on the premises during the infectious period, the exclusive representative, and the employer of subcontracted employees as applicable	Labor Code 6409.6	AR 4157 4257 4357	Potential exposure to COVID-19; benefits to which employees may be entitled; available leave options; protection against discrimination and retaliation; district's disinfection and safety plan
Prior to beginning employment	Penal Code 11165.7, 11166.5	AR 5141.4	Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law
Upon employment, and when employee goes on leave for specified reasons	Unemployment Insurance Code 2613	AR 4154 4254 4354	Disability insurance rights and benefits
<u>To principal, counselor who directly supervises or reports on student's behavior or progress, and teacher and other administrators who directly supervise or report on student's behavior or progress when principal believes needs the information for the protection of self or others when working with student, when Superintendent or designee receives written notification that minor student has committed a felony or misdemeanor involving specified offenses</u>	<u>Welfare and Institutions Code 827</u>	<u>AR 4158</u> <u>4258</u> <u>4358</u>	<u>Limited exception to juvenile court record confidentiality to ensure rehabilitation of juvenile criminal offenders and protect students and staff</u>
To all employees and job applicants	2 CCR 11023; 34 CFR 104.8, 106.9	BP 0410 AR 4030	District's policy on nondiscrimination and related complaint procedures
To all employees via employee handbook, or to each new employee	2 CCR 11091, 11095; 29 CFR 825.300	AR 4161.8 4261.8 4361.8	Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible
To all employees	8 CCR 3203	AR 4157 4257 4357	The right and procedure to access the injury and illness prevention program
<u>To all employees working with homeless families</u>	<u>42 USC 11432</u>	<u>AR 6173</u>	<u>Duties of district liaison for homeless students</u>

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
To all employees	34 CFR 106.8	AR 4119.11 4219.11 4319.11	Nondiscrimination on the basis of sex; contact information for district's Title IX Coordinator; referral of inquiries to Title IX Coordinator and/or Office for Civil Rights
Annually	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; inspections, response actions, post-response actions planned or in progress

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees			
To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire	Education Code 22455.5	AR 4121	Criteria for membership in retirement system; right to elect membership at any time
Upon employment of a retired certificated individual	Education Code 22461	AR 4117.14 4317.14	Postretirement earnings limitation or employment restriction; monthly report of compensation
To certificated employees	Education Code 35171	AR 4115 BP 4315	District regulations related to performance evaluations
30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated	Education Code 44663	AR 4115	Copy of employee's evaluation
To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee	Education Code 44664	AR 4115	Notice and description of the unsatisfactory performance
By May 30, if district issues reemployment notices to certificated employees	Education Code 44842	AR 4112.1	Request that the employee notify district of intent to remain in service next year
To probationary and temporary certificated employees upon employment, and every July thereafter	Education Code 44916	AR 4112.1 AR 4121	Employment status and salary

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
To probationary employee, by March 15	Education Code 44929.21, 44929.23, 44948.5	BP 4116	Whether or not employee is reelected for next school year
When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year	Education Code 44934, 44934.1, 44936	BP 4118 AR 4118	Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice
To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/ dismissal notice	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings	Education Code 44940.5	AR 4118	Notice of intent to dismiss 30 days from notice unless employee demands hearing
To probationary employee 30 days prior to dismissal during school year, but not later than March 15 for a second-year probationary employee	Education Code 44948.3	AR 4118	Reasons for dismissal and opportunity to appeal
By March 15 when necessary to reduce certificated personnel, with final notice by May 15	Education Code 44949, 44955	BP 4117.3	Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination
Before the end of the school year to temporary employee who served 75 percent of school year but will be released	Education Code 44954	BP 4121	District's decision not to reelect employee for following school year
<u>During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to any permanent or probationary certificated employee, including an employee holding a position that requires administrative or supervisory credential, whose services are terminated</u>	<u>Education Code 44955.5</u>	<u>BP 4117.3</u>	<u>Decrease in the number of permanent employees in accordance with a schedule of notice and hearing adopted by the Board</u>

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
To teacher, when a student engages in or is reasonably suspected of specified acts	Education Code 49079	AR 4158 4258 4358	Student has committed specified act that constitutes ground for suspension or expulsion

II. To Certificated Employees (continued)

To teacher of a student who is suspended or expelled, when Superintendent or designee receives transfer student's record regarding acts that resulted in suspension or expulsion	Education Code 48201	AR 4158 4258 4358	Student has committed specified act that constitutes ground for suspension or expulsion
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To certificated employee upon change in employment status due to alleged misconduct or while allegation is pending	5 CCR 80303	AR 4117.7 4317.7	Contents of state regulation re: report to Commission on Teacher Credentialing
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When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
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III. To Classified Employees

When classified employee is subject to disciplinary action for cause, in nonmerit district	Education Code 45113	AR 4218	Notice of charges, right to hearing, timeline for requesting hearing
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By March 15, when laid off due to lack of work or lack of funds, with final notice by May 15	Education Code 45117	AR 4217.3	Notice of layoff, displacement and reemployment rights, right to hearing; final notice of Board decision regarding termination
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During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to classified employees who are laid off due to lack of work or lack of funds	Education Code 45117	AR 4217.3	District Statement of Reduction in Force to affected employees in accordance with a schedule of notice and hearing adopted by the Board
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At least 60 days prior to the effective date of layoff , or by April 29 for if the employee's position must be eliminated due to the expiration of a specially funded program that expires at end of school year	Education Code 45117	AR 4217.3	Notice of layoff date , displacement and reemployment rights
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When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. To Classified Employees (continued)			
Upon employment and upon each change in classification	Education Code 45169	AR 4212	Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek
To permanent employee whose leave is exhausted	Education Code 45192, 45195	AR 4261.1 AR 4261.11	Exhaustion of leave, opportunity to request additional leave
To school bus drivers and school activity bus drivers prior to expiration of specified documents	13 CCR 1234	AR 3542	Expiration date of driver's license, driver's certificate and medical certificate; need to renew
To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter	13 CCR 2480	AR 3542	Limitations on vehicle idling; consequences of not complying
To school bus drivers, prior to district drug testing program and thereafter upon employment	49 CFR 382.113, 382.601	AR 4112.42 4212.42 4312.42	Explanation of federal requirements for drug testing program and district's policy; prior to administration of each drug or alcohol test
To school bus drivers, prior to operating school bus	49 CFR 382.303	AR 4112.42 4212.42 4312.42	Post-accident information, procedures, and instructions

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
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IV. To Administrative/Supervisory Personnel

To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract	Education Code 35031	BP 2121 BP 4312.1	Decision not to reelect or reemploy upon expiration of contract or term
Upon request by administrative or supervisory employee transferred to teaching position	Education Code 44896	AR 4313.2	Statement of the reasons for the reassignment
By March 15 to employee who may be released/reassigned the following school year	Education Code 44951	AR 4313.2	Notice that employee may be released or reassigned the following school year

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances			
In the event of a breach of security of district records, to affected employees	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies
Prior to placing derogatory information in personnel file	Education Code 44031	AR 4112.6 4212.6 4312.6	Notice of derogatory information, opportunity to review and comment
To employees who volunteer to administer epinephrine auto-injector	Education Code 49414	AR 5141.21	Defense and indemnification from civil liability by the district
To district police officer, within 30 days of decision to impose discipline	Government Code 3304	AR 3515.3	Decision to impose discipline, including the date that discipline will be imposed
To employee returning from military leave of absence, within 30 days of return	Government Code 20997	AR 4161.5 4261.5 4361.5	Right to receive PERS service credit for military service; application form
24 hours before Board meets in closed session to hear complaints or charges against employee	Government Code 54957	BB 9321	Employee's right to have complaints/charges heard in open session
When taking disciplinary action against employee for disclosure of confidential information	Government Code 54963	BP 4119.23 4219.23 4319.23	Law prohibiting disclosure of confidential information obtained in closed session
<u>When document identifying employee who is victim of domestic violence is disclosed</u>	<u>Labor Code 230</u>	<u>AR 4158</u> <u>4258</u> <u>4358</u>	<u>Accommodations and leave for victims of domestic violence</u>
Within one working day of work-related injury or victimization of crime	Labor Code 3553, 5401	AR 4157.1 4257.1 4357.1	Potential eligibility for workers' compensation benefits, claim form
When adverse employment action is based on DOJ criminal history information or subsequent arrest notification	Penal Code 11105, 11105.2	AR 4112.5 4212.5 4312.5	Copy of DOJ notification
To any employee with exposure to blood or other potentially infectious materials, upon initial employment and at least annually thereafter	8 CCR 3204	AR 4119.42 4219.42 4319.42	The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances (continued)			
To any employee assigned to a work area where hazardous chemicals are present, upon initial assignment and upon new exposure situation	8 CCR 5191	AR 3514.1	Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material
To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area	8 CCR 5194	AR 3514.1	Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights
To employee eligible for military leave	38 USC 4334	AR 4161.5 4261.5 4361.5	Notice of rights, benefits, and obligations under military leave
Within five days of employee's request for FMLA leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave	29 CFR 825.300; 2 CCR 11049, 11091	AR 4161.8 4261.8 4361.8	Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice
Whenever notice of eligibility for FMLA is provided to employee	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

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
13 CCR 1234	Reports regarding school buses and bus drivers
13 CCR 2480	Vehicle idling, limitations
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11035-11051	Unlawful sex discrimination: pregnancy, childbirth and related medical conditions
2 CCR 11087-11098	California Family Rights Act
5 CCR 4622	Uniform complaint procedures
5 CCR 80303	Reports of change in employment status, alleged misconduct
8 CCR 3204	Employees exposed to bloodborne pathogens standard
8 CCR 5191	Chemical hygiene plan

8 CCR 5194	Hazard communication
Civ. Code 1798.29	District records, specifically - breach of security
Ed. Code 17612	Notification of pesticide use
Ed. Code 22455.5	STRS information to potential members
Ed. Code 22461	Postretirement compensation limitation
Ed. Code 231.5	Sexual harassment policy
Ed. Code 35031	Term of employment
Ed. Code 35171	Availability of rules and regulations for evaluation of performance
Ed. Code 37616	Notice of public hearing on year-round schedule
Ed. Code 44031	Personnel file contents, inspection
Ed. Code 44663-44664	Evaluation of certificated employees
Ed. Code 44842	Reemployment notices, certificated employees
Ed. Code 44896	Transfer of administrator or supervisor to teaching position
Ed. Code 44916	Written statement of employment status
Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44934	Notice of disciplinary action for cause
Ed. Code 44938	Notice of unprofessional conduct and opportunity to correct
Ed. Code 44940.5-44941	Notification of suspension and intent to dismiss
Ed. Code 44948.3-44948.5	Dismissal of probationary employees
Ed. Code 44948.5	Nonreelection procedures, districts under 250 ADA
Ed. Code 44949	Dismissal of probationary employees
Ed. Code 44951	Continuation in position unless notified, administrative or supervisory personnel
Ed. Code 44954	Nonreelection of temporary employees
Ed. Code 44955	Reduction in number of permanent employees
Ed. Code 44955.5	Decrease in number of permanent employees during specified time period upon determination related to local control funding formula per unit of average daily attendance
Ed. Code 45113	Notification of charges, classified employees
Ed. Code 45117	Notice of layoff, classified employees
Ed. Code 45169	Employee salary data, classified employees
Ed. Code 45192	Industrial accident and illness leave for classified employees
Ed. Code 45195	Additional leave

Ed. Code 46162	Notice of public hearing on block schedule
Ed. Code 48201	Transfer student's record for acts that resulted in suspension or expulsion
Ed. Code 49013	Complaints regarding student fees
Ed. Code 49079	Notification to teacher, student who has engaged in acts re: grounds suspension or expulsion
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Gov. Code 1126	Incompatible activities of employees
Gov. Code 12950	Sexual harassment
Gov. Code 21029	Retirement credit for period of military service
Gov. Code 54957	Complaints against employees; right to open session
Gov. Code 54963	Unauthorized disclosure of confidential information
Gov. Code 8355	Certification of drug-free workplace, including notification
H&S Code 104420	Tobacco-free schools
H&S Code 120875	Information on AIDS, AIDS-related conditions, and hepatitis B
H&S Code 120880	Notification to employees re AIDS, AIDS-related conditions, and hepatitis B
H&S Code 1797.196	Automated external defibrillators; notification of use and locations
Lab. Code 230	Accommodations and leave for victims of domestic violence
Lab. Code 2800.2	Notification of availability of continuation health coverage
Lab. Code 3550-3553	Notifications re: workers' compensation benefits
Lab. Code 5401	Workers' compensation, claim form and notice of potential eligibility
Pen. Code 11165.7	Child Abuse and Neglect Reporting Act, notification requirement
Pen. Code 11166.5	Employment, statement of knowledge of duty to report child abuse or neglect
Unemp. Ins. Code 2613	Disability insurance; notice of rights and benefits
Welfare and Institutions Code 827	Limited exception to juvenile court record
Federal	Description
29 CFR 825.300	Family and Medical Leave Act; notice requirement
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Dissemination of policy

34 CFR 84.205-84.210	Drug-free workplace statement
38 USC 4334	Uniformed Services Employment and Reemployment Rights Act, notice requirement
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans
41 USC 8101-8106	Drug-Free Workplace Act
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
49 CFR 382.113	Controlled substance and alcohol use and testing notifications
49 CFR 382.303	Post-accident information, procedures, and instructions
49 CFR 382.601	Controlled substance and alcohol use and testing notification

Cross References

Code	Description
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
2121	Superintendent's Contract
3260	Fees And Charges
3260	Fees And Charges
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3514.2	Integrated Pest Management
3542	School Bus Drivers
3580	District Records
3580	District Records
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment

4033	Lactation Accommodation
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.6	Personnel Files
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4117.14	Postretirement Employment
4117.3	Personnel Reduction
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.43	Universal Precautions
4119.43	Universal Precautions
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4136	Nonschool Employment
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157.1	Work-Related Injuries
4158	Employee Security (BP and AR)
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers

4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.6	Personnel Files
4216	Probationary/Permanent Status
4217.3	Layoff/Rehire
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.43	Universal Precautions
4219.43	Universal Precautions
4236	Nonschool Employment
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257.1	Work-Related Injuries
4258	Employee Security (BP and AR)
4261.1	Personal Illness/Injury Leave
4261.11	Industrial Accident/Illness Leave
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4312.1	Contracts
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files
4315	Evaluation/Supervision
4317.14	Postretirement Employment
4317.7	Employment Status Reports
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.43	Universal Precautions
4319.43	Universal Precautions
4336	Nonschool Employment
4354	Health And Welfare Benefits

4354	Health And Welfare Benefits
4357.1	Work-Related Injuries
4358	Employee Security (BP and AR)
4361.1	Personal Illness/Injury Leave
4361.11	Industrial Accident/Illness Leave
4361.5	Military Leave
4361.8	Family Care And Medical Leave
6117	Year-Round Schedules
6173	Education for Homeless Children (BP/AR/E(1)/E(1))
9310	Board Policies
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9321	Closed Session

Exhibit 4312.9-E(1): Employee Notifications

Status:
ADOPTED

Original Adopted Date: 05/01/2016 | **Last Revised Date:** 03/01/2022 | **Last Reviewed Date:** 03/01/2022

Note: The following exhibit lists notices which the law requires be provided to employees. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements.

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees			
At the beginning of school year or upon employment	Education Code 231.5; Government Code 12950	AR 4119.11 4219.11 4319.11	The district's policy on sexual harassment, legal remedies, complaints
Annually, and 72 hours before pesticide application	Education Code 17612	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information on pesticides
Prior to implementing year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round program
Prior to implementing alternative schedule	Education Code 46162	BP 6112	Public hearing on alternative schedule in secondary grades
Annually	Education Code 49013; 5 CCR 4622	AR 1312.3 BP 0460 BP 3260	Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan
Annually	Education Code 49414	AR 5141.21	Request for volunteers to be trained to administer epinephrine auto-injectors
At least once per year	Education Code 49414.3	AR 5141.21	Request for volunteers to be trained to administer opioid antagonist
To all employees	Government Code 1126	BP 4136 4236 4336	Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal
To all employees	Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210	BP 4020 BP 4159 4259 4359	District's drug- and alcohol-free workplace; actions to be taken if violated; available employee assistance programs

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
Upon employment	Government Code 21029	None	Right to purchase PERS service credit for military service performed prior to public employment
Upon placement of automated external defibrillator (AED) in school, and annually thereafter	Health and Safety Code 1797.196	AR 5141	Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan
If the district receives Tobacco-Use Prevention Education funds	Health and Safety Code 104420	AR 3513.3	District's tobacco-free schools policy and enforcement procedures
Annually, or more frequently if there is new information	Health and Safety Code 120875, 120880	BP 4119.43 4219.43 4319.43	AIDS and hepatitis B, including methods to prevent exposure
To new employees upon hire and other employees upon request, in districts with 25 or more employees	Labor Code 230.1	AR 4161.2 4261.2 4361.2	Rights pursuant to Labor Code 230-230.1 pertaining to leaves and accommodations for victims of crime or abuse
With each paycheck	Labor Code 246	AR 4161.1 AR 4261.1 4361.1	Amount of sick leave available
Upon hire, in employee handbook, and upon request for parental leave	Labor Code 1034	BP 4033	The district's policy on lactation accommodation
To covered employees and former employees	Labor Code 2800.2	AR 4154 4254 4354	Availability of COBRA/ Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage
To employees participating in a flexible spending account	Labor Code 2810.7	None	Deadline to withdraw funds from account before the end of the plan year
To every new employee, either at the time employee is hired or by end of first pay period	Labor Code 3551	AR 4157.1 4257.1 4357.1	Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
Within one day of receiving notice of potential exposure to COVID-19, to employees who were on the premises during the infectious period, the exclusive representative, and the employer of subcontracted employees as applicable	Labor Code 6409.6	AR 4157 4257 4357	Potential exposure to COVID-19; benefits to which employees may be entitled; available leave options; protection against discrimination and retaliation; district's disinfection and safety plan
Prior to beginning employment	Penal Code 11165.7, 11166.5	AR 5141.4	Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law
Upon employment, and when employee goes on leave for specified reasons	Unemployment Insurance Code 2613	AR 4154 4254 4354	Disability insurance rights and benefits
<u>To principal, counselor who directly supervises or reports on student's behavior or progress, and teacher and other administrators who directly supervise or report on student's behavior or progress when principal believes needs the information for the protection of self or others when working with student, when Superintendent or designee receives written notification that minor student has committed a felony or misdemeanor involving specified offenses</u>	<u>Welfare and Institutions Code 827</u>	<u>AR 4158</u> <u>4258</u> <u>4358</u>	<u>Limited exception to juvenile court record confidentiality to ensure rehabilitation of juvenile criminal offenders and protect students and staff</u>
To all employees and job applicants	2 CCR 11023; 34 CFR 104.8, 106.9	BP 0410 AR 4030	District's policy on nondiscrimination and related complaint procedures
To all employees via employee handbook, or to each new employee	2 CCR 11091, 11095; 29 CFR 825.300	AR 4161.8 4261.8 4361.8	Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible
To all employees	8 CCR 3203	AR 4157 4257 4357	The right and procedure to access the injury and illness prevention program
<u>To all employees working with homeless families</u>	<u>42 USC 11432</u>	<u>AR 6173</u>	<u>Duties of district liaison for homeless students</u>

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
To all employees	34 CFR 106.8	AR 4119.11 4219.11 4319.11	Nondiscrimination on the basis of sex; contact information for district's Title IX Coordinator; referral of inquiries to Title IX Coordinator and/or Office for Civil Rights
Annually	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; inspections, response actions, post-response actions planned or in progress

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees			
To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire	Education Code 22455.5	AR 4121	Criteria for membership in retirement system; right to elect membership at any time
Upon employment of a retired certificated individual	Education Code 22461	AR 4117.14 4317.14	Postretirement earnings limitation or employment restriction; monthly report of compensation
To certificated employees	Education Code 35171	AR 4115 BP 4315	District regulations related to performance evaluations
30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated	Education Code 44663	AR 4115	Copy of employee's evaluation
To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee	Education Code 44664	AR 4115	Notice and description of the unsatisfactory performance
By May 30, if district issues reemployment notices to certificated employees	Education Code 44842	AR 4112.1	Request that the employee notify district of intent to remain in service next year
To probationary and temporary certificated employees upon employment, and every July thereafter	Education Code 44916	AR 4112.1 AR 4121	Employment status and salary

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
To probationary employee, by March 15	Education Code 44929.21, 44929.23, 44948.5	BP 4116	Whether or not employee is reelected for next school year
When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year	Education Code 44934, 44934.1, 44936	BP 4118 AR 4118	Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice
To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/ dismissal notice	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings	Education Code 44940.5	AR 4118	Notice of intent to dismiss 30 days from notice unless employee demands hearing
To probationary employee 30 days prior to dismissal during school year, but not later than March 15 for a second-year probationary employee	Education Code 44948.3	AR 4118	Reasons for dismissal and opportunity to appeal
By March 15 when necessary to reduce certificated personnel, with final notice by May 15	Education Code 44949, 44955	BP 4117.3	Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination
Before the end of the school year to temporary employee who served 75 percent of school year but will be released	Education Code 44954	BP 4121	District's decision not to reelect employee for following school year
<u>During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to any permanent or probationary certificated employee, including an employee holding a position that requires administrative or supervisory credential, whose services are terminated</u>	<u>Education Code 44955.5</u>	<u>BP 4117.3</u>	<u>Decrease in the number of permanent employees in accordance with a schedule of notice and hearing adopted by the Board</u>

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
To teacher, when a student engages in or is reasonably suspected of specified acts	Education Code 49079	AR 4158 4258 4358	Student has committed specified act that constitutes ground for suspension or expulsion

II. To Certificated Employees (continued)

To teacher of a student who is suspended or expelled, when Superintendent or designee receives transfer student's record regarding acts that resulted in suspension or expulsion	Education Code 48201	AR 4158 4258 4358	Student has committed specified act that constitutes ground for suspension or expulsion
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To certificated employee upon change in employment status due to alleged misconduct or while allegation is pending	5 CCR 80303	AR 4117.7 4317.7	Contents of state regulation re: report to Commission on Teacher Credentialing
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When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
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III. To Classified Employees

When classified employee is subject to disciplinary action for cause, in nonmerit district	Education Code 45113	AR 4218	Notice of charges, right to hearing, timeline for requesting hearing
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By March 15, when laid off due to lack of work or lack of funds, with final notice by May 15	Education Code 45117	AR 4217.3	Notice of layoff, displacement and reemployment rights, right to hearing; final notice of Board decision regarding termination
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During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to classified employees who are laid off due to lack of work or lack of funds	Education Code 45117	AR 4217.3	District Statement of Reduction in Force to affected employees in accordance with a schedule of notice and hearing adopted by the Board
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At least 60 days prior to the effective date of layoff , or by April 29 for if the employee's position must be eliminated due to the expiration of a specially funded program that expires at end of school year	Education Code 45117	AR 4217.3	Notice of layoff date , displacement and reemployment rights
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When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. To Classified Employees (continued)			
Upon employment and upon each change in classification	Education Code 45169	AR 4212	Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek
To permanent employee whose leave is exhausted	Education Code 45192, 45195	AR 4261.1 AR 4261.11	Exhaustion of leave, opportunity to request additional leave
To school bus drivers and school activity bus drivers prior to expiration of specified documents	13 CCR 1234	AR 3542	Expiration date of driver's license, driver's certificate and medical certificate; need to renew
To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter	13 CCR 2480	AR 3542	Limitations on vehicle idling; consequences of not complying
To school bus drivers, prior to district drug testing program and thereafter upon employment	49 CFR 382.113, 382.601	AR 4112.42 4212.42 4312.42	Explanation of federal requirements for drug testing program and district's policy; prior to administration of each drug or alcohol test
To school bus drivers, prior to operating school bus	49 CFR 382.303	AR 4112.42 4212.42 4312.42	Post-accident information, procedures, and instructions

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
IV. To Administrative/Supervisory Personnel			
To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract	Education Code 35031	BP 2121 BP 4312.1	Decision not to reelect or reemploy upon expiration of contract or term
Upon request by administrative or supervisory employee transferred to teaching position	Education Code 44896	AR 4313.2	Statement of the reasons for the reassignment
By March 15 to employee who may be released/reassigned the following school year	Education Code 44951	AR 4313.2	Notice that employee may be released or reassigned the following school year

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances			
In the event of a breach of security of district records, to affected employees	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies
Prior to placing derogatory information in personnel file	Education Code 44031	AR 4112.6 4212.6 4312.6	Notice of derogatory information, opportunity to review and comment
To employees who volunteer to administer epinephrine auto-injector	Education Code 49414	AR 5141.21	Defense and indemnification from civil liability by the district
To district police officer, within 30 days of decision to impose discipline	Government Code 3304	AR 3515.3	Decision to impose discipline, including the date that discipline will be imposed
To employee returning from military leave of absence, within 30 days of return	Government Code 20997	AR 4161.5 4261.5 4361.5	Right to receive PERS service credit for military service; application form
24 hours before Board meets in closed session to hear complaints or charges against employee	Government Code 54957	BB 9321	Employee's right to have complaints/charges heard in open session
When taking disciplinary action against employee for disclosure of confidential information	Government Code 54963	BP 4119.23 4219.23 4319.23	Law prohibiting disclosure of confidential information obtained in closed session
<u>When document identifying employee who is victim of domestic violence is disclosed</u>	<u>Labor Code 230</u>	<u>AR 4158</u> <u>4258</u> <u>4358</u>	<u>Accommodations and leave for victims of domestic violence</u>
Within one working day of work-related injury or victimization of crime	Labor Code 3553, 5401	AR 4157.1 4257.1 4357.1	Potential eligibility for workers' compensation benefits, claim form
When adverse employment action is based on DOJ criminal history information or subsequent arrest notification	Penal Code 11105, 11105.2	AR 4112.5 4212.5 4312.5	Copy of DOJ notification
To any employee with exposure to blood or other potentially infectious materials, upon initial employment and at least annually thereafter	8 CCR 3204	AR 4119.42 4219.42 4319.42	The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances (continued)			
To any employee assigned to a work area where hazardous chemicals are present, upon initial assignment and upon new exposure situation	8 CCR 5191	AR 3514.1	Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material
To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area	8 CCR 5194	AR 3514.1	Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights
To employee eligible for military leave	38 USC 4334	AR 4161.5 4261.5 4361.5	Notice of rights, benefits, and obligations under military leave
Within five days of employee's request for FMLA leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave	29 CFR 825.300; 2 CCR 11049, 11091	AR 4161.8 4261.8 4361.8	Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice
Whenever notice of eligibility for FMLA is provided to employee	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

Policy Reference Disclaimer:

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State	Description
13 CCR 1234	Reports regarding school buses and bus drivers
13 CCR 2480	Vehicle idling, limitations
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11035-11051	Unlawful sex discrimination: pregnancy, childbirth and related medical conditions
2 CCR 11087-11098	California Family Rights Act
5 CCR 4622	Uniform complaint procedures
5 CCR 80303	Reports of change in employment status, alleged misconduct
8 CCR 3204	Employees exposed to bloodborne pathogens standard
8 CCR 5191	Chemical hygiene plan

8 CCR 5194	Hazard communication
Civ. Code 1798.29	District records, specifically - breach of security
Ed. Code 17612	Notification of pesticide use
Ed. Code 22455.5	STRS information to potential members
Ed. Code 22461	Postretirement compensation limitation
Ed. Code 231.5	Sexual harassment policy
Ed. Code 35031	Term of employment
Ed. Code 35171	Availability of rules and regulations for evaluation of performance
Ed. Code 37616	Notice of public hearing on year-round schedule
Ed. Code 44031	Personnel file contents, inspection
Ed. Code 44663-44664	Evaluation of certificated employees
Ed. Code 44842	Reemployment notices, certificated employees
Ed. Code 44896	Transfer of administrator or supervisor to teaching position
Ed. Code 44916	Written statement of employment status
Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44934	Notice of disciplinary action for cause
Ed. Code 44938	Notice of unprofessional conduct and opportunity to correct
Ed. Code 44940.5-44941	Notification of suspension and intent to dismiss
Ed. Code 44948.3-44948.5	Dismissal of probationary employees
Ed. Code 44948.5	Nonreelection procedures, districts under 250 ADA
Ed. Code 44949	Dismissal of probationary employees
Ed. Code 44951	Continuation in position unless notified, administrative or supervisory personnel
Ed. Code 44954	Nonreelection of temporary employees
Ed. Code 44955	Reduction in number of permanent employees
Ed. Code 44955.5	Decrease in number of permanent employees during specified time period upon determination related to local control funding formula per unit of average daily attendance
Ed. Code 45113	Notification of charges, classified employees
Ed. Code 45117	Notice of layoff, classified employees
Ed. Code 45169	Employee salary data, classified employees
Ed. Code 45192	Industrial accident and illness leave for classified employees
Ed. Code 45195	Additional leave

Ed. Code 46162	Notice of public hearing on block schedule
Ed. Code 48201	Transfer student's record for acts that resulted in suspension or expulsion
Ed. Code 49013	Complaints regarding student fees
Ed. Code 49079	Notification to teacher, student who has engaged in acts re: grounds suspension or expulsion
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Gov. Code 1126	Incompatible activities of employees
Gov. Code 12950	Sexual harassment
Gov. Code 21029	Retirement credit for period of military service
Gov. Code 54957	Complaints against employees; right to open session
Gov. Code 54963	Unauthorized disclosure of confidential information
Gov. Code 8355	Certification of drug-free workplace, including notification
H&S Code 104420	Tobacco-free schools
H&S Code 120875	Information on AIDS, AIDS-related conditions, and hepatitis B
H&S Code 120880	Notification to employees re AIDS, AIDS-related conditions, and hepatitis B
H&S Code 1797.196	Automated external defibrillators; notification of use and locations
Lab. Code 230	Accommodations and leave for victims of domestic violence
Lab. Code 2800.2	Notification of availability of continuation health coverage
Lab. Code 3550-3553	Notifications re: workers' compensation benefits
Lab. Code 5401	Workers' compensation, claim form and notice of potential eligibility
Pen. Code 11165.7	Child Abuse and Neglect Reporting Act, notification requirement
Pen. Code 11166.5	Employment, statement of knowledge of duty to report child abuse or neglect
Unemp. Ins. Code 2613	Disability insurance; notice of rights and benefits
Welfare and Institutions Code 827	Limited exception to juvenile court record
Federal	Description
29 CFR 825.300	Family and Medical Leave Act; notice requirement
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Dissemination of policy

34 CFR 84.205-84.210	Drug-free workplace statement
38 USC 4334	Uniformed Services Employment and Reemployment Rights Act, notice requirement
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans
41 USC 8101-8106	Drug-Free Workplace Act
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
49 CFR 382.113	Controlled substance and alcohol use and testing notifications
49 CFR 382.303	Post-accident information, procedures, and instructions
49 CFR 382.601	Controlled substance and alcohol use and testing notification

Cross References

Code	Description
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
2121	Superintendent's Contract
3260	Fees And Charges
3260	Fees And Charges
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3514.2	Integrated Pest Management
3542	School Bus Drivers
3580	District Records
3580	District Records
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment

4033	Lactation Accommodation
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.6	Personnel Files
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4117.14	Postretirement Employment
4117.3	Personnel Reduction
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.43	Universal Precautions
4119.43	Universal Precautions
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4136	Nonschool Employment
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157.1	Work-Related Injuries
4158	Employee Security (BP and AR)
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers

4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.6	Personnel Files
4216	Probationary/Permanent Status
4217.3	Layoff/Rehire
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.43	Universal Precautions
4219.43	Universal Precautions
4236	Nonschool Employment
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257.1	Work-Related Injuries
4258	Employee Security (BP and AR)
4261.1	Personal Illness/Injury Leave
4261.11	Industrial Accident/Illness Leave
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4312.1	Contracts
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files
4315	Evaluation/Supervision
4317.14	Postretirement Employment
4317.7	Employment Status Reports
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.43	Universal Precautions
4319.43	Universal Precautions
4336	Nonschool Employment
4354	Health And Welfare Benefits

4354	Health And Welfare Benefits
4357.1	Work-Related Injuries
4358	Employee Security (BP and AR)
4361.1	Personal Illness/Injury Leave
4361.11	Industrial Accident/Illness Leave
4361.5	Military Leave
4361.8	Family Care And Medical Leave
6117	Year-Round Schedules
6173	Education for Homeless Children (BP/AR/E(1)/E(1))
9310	Board Policies
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9321	Closed Session

Policy 4141.6: Concerted Action/Work Stoppage

Status: ADOPTED

Original Adopted Date: 12/01/1989 | Last Revised Date: 03/2022 | Last Reviewed Date: 03/2022

CSBA NOTE: The following optional policy may be revised to reflect district practice.

The Governing Board recognizes the importance of maintaining ongoing positive relations with employees and engaging in fair, respectful negotiations with employee organizations. The Board desires to reach agreement on employment contracts in a manner that ~~does not prevents~~ disruption to school operations ~~or~~ and minimizes impact on student achievement.

The Board recognizes that advance planning is necessary to ensure that, in the event of a work stoppage, strike, or other concerted employee activity, students continue to receive ~~the~~ educational services to which they are entitled ~~in the event of a work slowdown, sickout, strike, or other concerted activity by employees~~. The Superintendent or designee shall develop a written plan which shall include strategies for the provision of internal and external communications, preservation of student and staff safety, maintenance of district operations, and appropriate student instruction and supervision during a work slowdown or stoppage.

CSBA NOTE: The Governing Board may extend the school year, if necessary, to make up for days lost during a work stoppage. However, any extension of the school year that may impact represented employees' work year may be subject to bargaining with the employee organizations.

Days of instruction lost due to a work stoppage may be made up following the end of the normal school year.

If an employee organization gives notice that it intends to strike, the Superintendent or designee shall notify the Public Employment Relations Board, Employment Development Department, employees in the striking unit, other district employees ~~in the nonstriking unit~~, parents/guardians, students, law enforcement, the media, and others as appropriate.

CSBA NOTE: Because the legality of strikes and strike conduct is dependent on the specific circumstances, reflected in the see accompanying administrative regulation, the district should consult legal counsel before threatening or instituting discipline against an employee who has engaged in such activities. Also see BP/AR 4119.25/4219.25/4319.25 - Political Activities for information about permissible and prohibited political activities of employees and employee organizations.

Employees should be held accountable for their behavior during any labor dispute. The district may take disciplinary action against any employee who engages in an unlawful concerted action or in unlawful behavior in an otherwise protected activity, taking into account the seriousness of the behavior and the district's efforts to rebuild relations following the withholding of services by employees.

CSBA NOTE: Government Code 3140-3142, (the Public Employee Health Protection Act), as added by AB 237 (Ch. 740, Statutes of 2021), prohibits California public employers, including school districts and county offices of education, from discontinuing or threatening to discontinue employer contributions for health care or other medical coverage for employees who, during an authorized strike, fall below the minimum work hours required to qualify for employee health care coverage. An employer that violates this law may be required to restore any premiums, contributions, or out-of-pocket expenses

[paid by an employee as a result of the employer's violation.](#)

[However, the district shall not discontinue or threaten to discontinue employer contributions for health care or other medical coverage for any employee or their enrolled dependents for the duration of the employee's participation in an authorized strike, as defined in Government Code 3141 and specified in the accompanying administrative regulation.](#)

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

Ed. Code 35204

Description

Contract with attorney in private practice

Ed. Code 35205

Contract for legal services

Ed. Code 37200-37202

School calendar

Gov. Code 3548.3548.8

Impasse Procedures

~~Ins. Code 10116~~

~~Employee continuation of insurance coverage~~

Federal

Description

~~29 USC 1161-1169—Continuation coverage and additional standards for group health plan~~

Gov. Code 3540-3549.3

Educational Employment Relations Act

Gov. Code 3543.5-3543.6

Unfair labor practices

Gov. Code 3548.3548.8

Impasse procedures

Management Resources

Description

Public Employment Relations Board Decision

Fresno Unified School District, 1982, PERB Dec. No. 208, 6 PERC 13110

Public Employment Relations Board Decision

Konocti Unified School District, 1982, PERB Dec. No. 217, 6 PERC 13152

Website

California Public Employment Relations Board

Website

State Mediation and Conciliation Service (SMCS)

Website

CSBA

Cross References

Code

Description

0400

Comprehensive Plans

0450

Comprehensive Safety Plan

0450

Comprehensive Safety Plan

1100

Communication With The Public

1112

Media Relations

1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools
3512	Equipment
3512-E(1)	Equipment
3541	Transportation Routes And Services
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
4113	Assignment
4113	Assignment
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4143.1	Public Notice - Personnel Negotiations
4143.1	Public Notice - Personnel Negotiations
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.1	Personal Illness/Injury Leave
4161.2	Personal Leaves
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4243.1	Public Notice - Personnel Negotiations
4243.1	Public Notice - Personnel Negotiations
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.1	Personal Illness/Injury Leave
4261.2	Personal Leaves
4354	Health And Welfare Benefits

4354	Health And Welfare Benefits
4361.1	Personal Illness/Injury Leave
4361.2	Personal Leaves
6111	School Calendar
6144	Controversial Issues
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
9000	Role Of The Board
9320	Meetings And Notices

Policy 4241.6: Concerted Action/Work Stoppage

Status: ADOPTED

Original Adopted Date: 12/01/1989 | Last Revised Date: 03/2022 | Last Reviewed Date: 03/2022

CSBA NOTE: The following optional policy may be revised to reflect district practice.

The Governing Board recognizes the importance of maintaining ongoing positive relations with employees and engaging in fair, respectful negotiations with employee organizations. The Board desires to reach agreement on employment contracts in a manner that ~~does not prevents~~ disruption to school operations ~~or and minimizes~~ impact on student achievement.

The Board recognizes that advance planning is necessary to ensure that, in the event of a work stoppage, strike, or other concerted employee activity, students continue to receive ~~the~~ educational services to which they are entitled ~~in the event of a work slowdown, sickout, strike, or other concerted activity by employees~~. The Superintendent or designee shall develop a written plan which shall include strategies for the provision of internal and external communications, preservation of student and staff safety, maintenance of district operations, and appropriate student instruction and supervision during a work slowdown or stoppage.

CSBA NOTE: The Governing Board may extend the school year, if necessary, to make up for days lost during a work stoppage. However, any extension of the school year that may impact represented employees' work year may be subject to bargaining with the employee organizations.

Days of instruction lost due to a work stoppage may be made up following the end of the normal school year.

If an employee organization gives notice that it intends to strike, the Superintendent or designee shall notify the Public Employment Relations Board, Employment Development Department, employees in the striking unit, other district employees ~~in the nonstriking unit~~, parents/guardians, students, law enforcement, the media, and others as appropriate.

CSBA NOTE: Because the legality of strikes and strike conduct is dependent on the specific circumstances, reflected in the see accompanying administrative regulation, the district should consult legal counsel before threatening or instituting discipline against an employee who has engaged in such activities. Also see BP/AR 4119.25/4219.25/4319.25 - Political Activities for information about permissible and prohibited political activities of employees and employee organizations.

Employees should be held accountable for their behavior during any labor dispute. The district may take disciplinary action against any employee who engages in an unlawful concerted action or in unlawful behavior in an otherwise protected activity, taking into account the seriousness of the behavior and the district's efforts to rebuild relations following the withholding of services by employees.

CSBA NOTE: Government Code 3140-3142, (the Public Employee Health Protection Act), as added by AB 237 (Ch. 740, Statutes of 2021), prohibits California public employers, including school districts and county offices of education, from discontinuing or threatening to discontinue employer contributions for health care or other medical coverage for employees who, during an authorized strike, fall below the minimum work hours required to qualify for employee health care coverage. An employer that violates this law may be required to restore any premiums, contributions, or out-of-pocket expenses

[paid by an employee as a result of the employer's violation.](#)

[However, the district shall not discontinue or threaten to discontinue employer contributions for health care or other medical coverage for any employee or their enrolled dependents for the duration of the employee's participation in an authorized strike, as defined in Government Code 3141 and specified in the accompanying administrative regulation.](#)

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State

Ed. Code 35204

Description

Contract with attorney in private practice

Ed. Code 35205

Contract for legal services

Ed. Code 37200-37202

School calendar

Gov. Code 3548.3548.8

Impasse Procedures

~~Ins. Code 10116~~

~~Employee continuation of insurance coverage~~

Federal**Description**

~~29 USC 1161-1169—Continuation coverage and additional standards for group health plan~~

Gov. Code 3540-3549.3

Educational Employment Relations Act

Gov. Code 3543.5-3543.6

Unfair labor practices

Gov. Code 3548.3548.8

Impasse procedures

Management Resources**Description**

Public Employment Relations Board Decision

Fresno Unified School District, 1982, PERB Dec. No. 208, 6 PERC 13110

Public Employment Relations Board Decision

Konocti Unified School District, 1982, PERB Dec. No. 217, 6 PERC 13152

Website

California Public Employment Relations Board

Website

State Mediation and Conciliation Service (SMCS)

Website

CSBA

Cross References**Code****Description**

0400

Comprehensive Plans

0450

Comprehensive Safety Plan

0450

Comprehensive Safety Plan

1100

Communication With The Public

1112

Media Relations

1400	Relations Between Other Governmental Agencies And The Schools
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3512	Equipment
3512-E(1)	Equipment
3541	Transportation Routes And Services
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
4113	Assignment
4113	Assignment
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4143.1	Public Notice - Personnel Negotiations
4143.1	Public Notice - Personnel Negotiations
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.1	Personal Illness/Injury Leave
4161.2	Personal Leaves
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4243.1	Public Notice - Personnel Negotiations
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4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.1	Personal Illness/Injury Leave
4261.2	Personal Leaves
4354	Health And Welfare Benefits

4354	Health And Welfare Benefits
4361.1	Personal Illness/Injury Leave
4361.2	Personal Leaves
6111	School Calendar
6144	Controversial Issues
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
9000	Role Of The Board
9320	Meetings And Notices

Regulation 4141.6: Concerted Action/Work Stoppage

Status: ADOPTED

Original Adopted Date: 12/01/1989 | Last Revised Date: 03/2022 | Last Reviewed Date: 03/2022

CSBA NOTE: The following optional regulation may be revised to reflect district practice.

The legality of public employee work stoppages in California is not specifically addressed in statutes and depends on the type of work stoppage, what provoked it and other circumstances. Generally, the Public Employment Relations Board ([PERB](#)) has exclusive jurisdiction to determine if a strike is protected or unprotected under the Educational Employment Relations Act (Government Code 3540-3549.3). Districts may request that PERB seek an injunction to stop a strike or to limit certain strike behavior.

Maintenance of District Operations

During any work stoppage, strike, or other concerted employee activity, the Superintendent or designee shall take measures to minimize disruption to district operations and student learning. At the discretion of the Superintendent or designee, employees reporting for duty may be temporarily assigned to other duties. In addition, the Superintendent or designee may hire qualified substitute and/or temporary employees as needed to maintain district operations and shall recommend to the Governing Board an appropriate rate of pay for such employees for the period of the work stoppage.

~~CSBA NOTE: The district may extend the school year, if necessary, to make up for days lost during a work stoppage.~~

Strike Plan

The Superintendent or designee may establish a committee to develop a plan in the event of a work stoppage. This committee may include district-level staff, legal counsel, the district's negotiator and parents/guardians.

The strike plan shall address, at a minimum, the following elements:

1. Roles and responsibilities during a work stoppage, including roles of the Board, Superintendent, district-level staff, legal counsel, principals, certificated or classified staff when they are not participating in the strike, substitutes and other employees
2. Criteria for keeping schools open during a work stoppage, including potential costs, availability of qualified substitutes or other staffing, and the ability to maintain ~~the quality of the educational program and other~~ essential services and ~~the ability~~ to ensure the safety of students and staff
3. Maintenance of the educational program, including availability of lesson plans and instructional materials, alternatives for handling special education and other programs as appropriate
4. Internal communications among district staff and the Board during a work stoppage
5. Plans for obtaining and paying for the services of and communicating with temporary or substitute employees

6. Status of district-paid benefits, including health care, insurance, vacation and sick leave benefits
7. Communications with parents/guardians, the media, business partners, public officials and other community members that identify key messages, strategies and district spokespersons
8. Equipment and supply needs
9. Desirability and feasibility of conducting extracurricular activities during a work stoppage including an analysis of the number of events and activities that would be affected, the availability of staffing, the degree of student and/or community participation and the ability to provide adequate security at events
10. Contingency plans for transportation
11. Contingency plans for the provision of food services
12. Identification of outside resources who may be called upon to help with school operations
13. Coordination with law enforcement and other agencies
14. Appropriate safeguards for the safety of students, working employees, substitutes, volunteers, parent/guardians and Board members
15. Provisions for safe, effective board meetings
16. Cost estimates for the various strategies to be implemented during a work stoppage
17. Legal remedies available to enjoin the work stoppage if possible or to file unfair labor practice charges against the employee organization
18. Continuation of negotiations during a work stoppage
19. Plans for resuming normal district operations, rebuilding relations and disciplining employees if necessary after the work stoppage

Activities of Employees

CSBA NOTE: In situations where strikes by employees are protected by the EERA, not all strike behavior is legal and employees who engage in unprotected activity may be subject to disciplinary action. Under most circumstances, peaceful picketing in areas considered public forums, distributing handbills or leaflets to employees or the public and letter writing are protected by the U.S. Constitution and California Constitution. However, picketers have no right to violate criminal laws or engage in misconduct which "may reasonably tend to coerce or intimidate [nonstriking] employees in the exercise of their rights" (*Fresno Unified School District*).

The district shall not impose or threaten to impose reprisals, discriminate or threaten to discriminate, or otherwise interfere with, restrain or coerce employees for the exercise of their rights. (Government Code 3543.5-3543.6)

Employees engaging in a work stoppage shall not prevent access to school facilities by other employees, substitutes or students; use or threaten physical violence or bodily injury; trespass; distribute malicious or defamatory leaflets or materials; or otherwise coerce or intimidate individuals in the conduct of school business.

During an actual or threatened work stoppage, an employee shall not retain [in his/her possessions](#) any

district property, including but not limited to student attendance and grading records, lesson plans, keys, equipment and supplies.

CSBA NOTE: PERB has found certain employees s-strike activities related to students to be unprotected under the EERA, including sending notes about a labor dispute to parents/guardians through the students as well as addressing students during duty time by stopping a school bus to encourage students to support a strike (*Konocti Unified School District*).

Employees shall not use students to distribute messages that promote or explain the position of any employee organization that is contemplating or engaged in a work stoppage. In addition, employees shall not use classroom or other duty time to promote an employee organization's position in negotiations or in a work stoppage.

When students raise questions related to a work stoppage, teachers shall approach the subject in accordance with the district's policy on controversial issues and shall not allow such discussions to interfere with their regular teaching responsibilities.

Salary and Benefits

Employees withholding services shall not receive salary or unemployment benefits during the period of the work stoppage.

CSBA NOTE: The district should consult legal counsel regarding its obligations to continue to pay benefits during a work stoppage and revise the following section accordingly. The district may be required to continue certain benefits depending on the number of days employees are absent from work or to offer employees an opportunity to pay for their own coverage.

Government Code 3140-3142, (the Public Employee Health Protection Act), as added by AB 237 (Ch. 740, Statutes of 2021), prohibits California public employers, including school districts and county offices of education, from discontinuing employer contributions for health care or medical coverage for employees who, during an authorized strike, fall below the minimum work hours required to qualify for coverage. An employer that violates this law may be required to restore any premiums, contributions, or out-of-pocket expenses paid by an employee as a result of the employer's violation.

Any employee withholding services may be subject to the loss of payroll deduction privileges.

~~The district may not pay contributions to health care benefits if employees fail to work the minimum number of hours per month as specified in the collective bargaining agreement, Board policy or administrative regulation. However, the district shall offer employees the option of paying their own coverage under COBRA. (29 USC 1161-1169)~~

~~If the district determines that it will withhold its contributions to employees' life and disability insurance, employees shall be offered an opportunity to retain these coverages by paying the contributions themselves. (Insurance Code 10116)~~

Throughout the duration of any enrolled employee's participation in an authorized strike, the district shall not fail or refuse to maintain and pay for the employee's continued health care or other medical coverage or the coverage of their enrolled dependents, nor shall the district fail to collect and remit the employee's contributions to any such coverage. The district shall maintain the coverage at the same level and under the same conditions that the coverage would have been provided if the employee had continued to work in the employee's position for the duration of the strike. Health care or other medical coverage for this

[purpose includes coverage for medical, dental, vision, behavioral health, disability, accidental death and dismemberment, life, and supplemental health insurance benefits. \(Government Code 3141-3142\)](#)
[“Authorized strike” means a strike sanctioned by the central labor council or the membership of an employee organization that represents the striking employees, or one that is engaged in by unrepresented employees. \(Government Code 3141\)](#)

Employees whose vacation leave has been authorized prior to the work stoppage shall receive vacation pay for the authorized period.

If an employee is on a paid sick or disability leave when the work stoppage begins, [the employee](#) shall be entitled to continued payment as long as [the employee](#) remains ill or disabled and is otherwise eligible according to Board policy and collective bargaining agreements.

The Superintendent or designee may determine that credit shall not be applied toward probationary service, salary schedule advancement, permanent status, vacation earnings, retirement credit or sick leave accrual during the period of time that employees withhold services.

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
Ed. Code 35204	Contract with attorney in private practice
Ed. Code 35205	Contract for legal services
Ed. Code 37200-37202	School calendar
Gov. Code 3140-3142	Public Employee Health Protection Act
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3543.5-3543.6	Unfair labor practices
Gov. Code 3548.3548.8	Impasse procedures
Ins. Code 10116	Employee continuation of insurance coverage
29 USC 1161-1169	Continuation coverage and additional standards for a group health plan

Management Resources	Description
Public Employment Relations Board Decision	Fresno Unified School District, 1982, PERB Dec. No. 208, 6 PERC 13110
Public Employment Relations Board Decision	Konocti Unified School District, 1982, PERB Dec. No. 217, 6 PERC 13152
Website	California Public Employment Relations Board
Website	State Mediation and Conciliation Service (SMCS)
Website	CSBA

Cross References

Code	Description
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0400	Comprehensive Plans
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1100	Communication With The Public
1112	Media Relations
1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools
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4143	Negotiations/Consultation
4143.1	Public Notice - Personnel Negotiations
4143.1	Public Notice - Personnel Negotiations
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.1	Personal Illness/Injury Leave
4161.2	Personal Leaves
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4243	Negotiations/Consultation
4243.1	Public Notice - Personnel Negotiations
4243.1	Public Notice - Personnel Negotiations

4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.1	Personal Illness/Injury Leave
4261.2	Personal Leaves
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.1	Personal Illness/Injury Leave
4361.2	Personal Leaves
6111	School Calendar
6144	Controversial Issues
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
9000	Role Of The Board
9320	Meetings And Notices

Regulation 4241.6: Concerted Action/Work Stoppage

Status: ADOPTED

Original Adopted Date: 12/01/1989 | Last Revised Date: 03/2022 | Last Reviewed Date: 03/2022

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Any employee withholding services may be subject to the loss of payroll deduction privileges.

~~The district may not pay contributions to health care benefits if employees fail to work the minimum number of hours per month as specified in the collective bargaining agreement, Board policy or administrative regulation. However, the district shall offer employees the option of paying their own coverage under COBRA. (29 USC 1161-1169)~~

~~If the district determines that it will withhold its contributions to employees' life and disability insurance, employees shall be offered an opportunity to retain these coverages by paying the contributions themselves. (Insurance Code 10116)~~

[Throughout the duration of any enrolled employee's participation in an authorized strike, the district shall not fail or refuse to maintain and pay for the employee's continued health care or other medical coverage or the coverage of their enrolled dependents, nor shall the district fail to collect and remit the employee's contributions to any such coverage. The district shall maintain the coverage at the same level and under the same conditions that the coverage would have been provided if the employee had continued to work in the employee's position for the duration of the strike. Health care or other medical coverage for this purpose includes coverage for medical, dental, vision, behavioral health, disability, accidental death and dismemberment, life, and supplemental health insurance benefits. \(Government Code 3141-3142\) "Authorized strike" means a strike sanctioned by the central labor council or the membership of an employee organization that represents the striking employees, or one that is engaged in by](#)

[unrepresented employees. \(Government Code 3141\)](#)

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State

Ed. Code 35204

Description

Contract with attorney in private practice

Ed. Code 35205

Contract for legal services

Ed. Code 37200-37202

School calendar

[Gov. Code 3140-3142](#)

[Public Employee Health Protection Act](#)

Gov. Code 3540-3549.3

Educational Employment Relations Act

Gov. Code 3543.5-3543.6

Unfair labor practices

Gov. Code 3548.3548.8

Impasse procedures

[Ins. Code 10116](#)

[Employee continuation of insurance coverage](#)

[29 USC 1161-1169](#)

[Continuation coverage and additional standards for a group health plan](#)

Management Resources

Public Employment Relations Board Decision

Description

Fresno Unified School District, 1982, PERB Dec. No. 208, 6 PERC 13110

Public Employment Relations Board Decision

Konocti Unified School District, 1982, PERB Dec. No. 217, 6 PERC 13152

Website

California Public Employment Relations Board

Website

State Mediation and Conciliation Service (SMCS)

Website

CSBA

Cross References

Code

0400

Description

Comprehensive Plans

0450

Comprehensive Safety Plan

0450	Comprehensive Safety Plan
1100	Communication With The Public
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4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.1	Personal Illness/Injury Leave
4361.2	Personal Leaves
6111	School Calendar
6144	Controversial Issues
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6145	Extracurricular And Cocurricular Activities
9000	Role Of The Board
9320	Meetings And Notices

Policy 5111: Admission

Status: ADOPTED

Original Adopted Date: 04/01/2015 | **Last Revised Date:** 03/2022 | **Last Reviewed Date:** 03/2022

CSBA NOTE: Pursuant to Education Code 48200, all children ages 6-18 years are subject to compulsory full-time education, unless specifically exempted. See BP/AR 5112.1 - Exemptions from Attendance for further information about such exemptions.

Pursuant to Education Code 234.7, ~~as added by AB 699 (Ch. 493, Statutes of 2017)~~, districts are mandated to adopt policy, equivalent to a model policy developed by the California Attorney General, which prohibits the solicitation or collection of information regarding the immigration or citizenship status of students and their families, unless otherwise required by law. See the Office of the Attorney General's publication "Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues," available on its web site. These requirements are addressed in the following policy and BP/AR 5111.1 - District Residency.

In *Plyler v. Doe*, the U.S. Supreme Court ruled that, under the Fourteenth Amendment to the U.S. Constitution, students cannot be denied a free public education on the basis of their citizenship or immigration status, including their status as undocumented children. As discussed in a Dear Colleague Letter and fact sheet, "Information on the Rights of All Children to Enroll in School," jointly issued by the U.S. Department of Justice's Civil Rights Division and U.S. Department of Education's Office for Civil Rights, it may be a violation of federal law for districts to adopt a policy or procedure that prohibits or discourages children from enrolling in school because they or their parents/guardians are not United States citizens or are undocumented. For further discussion of these issues, see CSBA's Legal Guidance ~~on~~ "Providing All Children Equal Access to Education, Regardless of Immigration Status." Also see CSBA's legal guidance also includes a sample board resolution "Providing All Children Equal Access to Education, Regardless of Immigration Status," available on its web site, that may be used to inform students, parents/guardians, and the community of students' rights under current law to attend a district school regardless of their citizenship or immigration status.

The Governing Board encourages the enrollment and appropriate placement of all ~~school-aged~~ children who are eligible for enrollment in school. The Superintendent or designee shall inform parents/guardians of children seeking admission to a district school ~~at any grade level~~ about admission requirements and shall assist them with enrollment procedures.

~~CSBA NOTE: Education Code 49452.9 requires that district enrollment forms include an informational item about affordable health care options and available enrollment assistance. Pursuant to Education Code 49452.9, the district could accomplish this by developing its own informational item or using a flier developed by the California Department of Education.~~

~~The district's enrollment application shall include information about the health care options and enrollment assistance available to families within the district. The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family. (Education Code 49452.9)~~

Verification of Admission Eligibility

CSBA NOTE: Admission requirements include age criteria for [grades Transitional Kindergarten-1](#); see the accompanying administrative regulation [and BP 6170.1 - Transitional Kindergarten](#). Other admission requirements are addressed in AR 5111.1 - District Residency, BP/AR 5141.31 - Immunizations, and AR 5141.32 - Health Screening for School Entry.

Before enrolling any child in a district school, the Superintendent or designee shall verify the child's age, residence [within the district](#), immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policy or administrative regulation.

CSBA NOTE: Although a districts may require proof ~~of that a student's~~ residence [is](#) within the district (e.g., utility or phone bill, property tax payment receipt, rental property lease agreement, etc.), [inquiring into the citizenship or immigration status of students and their families is they are](#) prohibited, pursuant to Education Code 234.7, ~~as added by AB 699 (Ch. 493, Statutes of 2017), from inquiring into the citizenship or immigration status of students and their families~~. Consequently, consistent with the Attorney General's model policy [developed pursuant to Education Code 234.7](#), districts may not request a student's or parent/guardian's green card, visa, passport, voter registration, or other documentation that indicates citizenship status, ~~and could discourage undocumented children from enrolling in school, except when collection of such information is required to comply with state or federal reporting requirements for special programs, such as language instruction programs for English Learners. Even for those limited purposes, the information should not be collected during the admission process to avoid discouraging immigrant children from enrolling in school, in violation of law~~. Also see BP/AR 5111.1 - District Residency.

In addition, pursuant to Education Code 49076.7, a district is prohibited from soliciting or collecting social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. One such exception is the collection of the last four digits of the social security number for the purpose of establishing eligibility for a federal benefit program. Also see BP/AR 5125 - Student Records.

The district shall not inquire into or request documentation of a student's social security number or the last four digits of the social security number or the citizenship or immigration status of the student [or the student's/his/her](#) family members. (Education Code 234.7, 49076.7)

~~CSBA NOTE: The following paragraph reflects the Attorney General's model policy developed pursuant to Education Code 234.7. Information regarding national origin (e.g., place of birth, date of entry into the United States, and date the student first attended school in the United States) may be collected only when required to comply with state or federal reporting requirements for special programs, such as language instruction programs for English learners, but should not be collected during the admission process to avoid deterring initial school enrollment of immigrant students.~~

However, such information may be collected when required by state or federal law or to comply with requirements for special state or federal programs. In any such situation, the information shall be collected separately from the school enrollment process and the Superintendent or designee shall explain the limited purpose for which the information is collected. Enrollment in a district school shall not be denied on the basis of any such information of the student or [the student's/his/her](#) parents/guardians obtained by the district, or the student's or parent/guardian's refusal to provide such information to the district.

CSBA NOTE: The following paragraph is for use by districts that maintain grades K-1. In addition to the methods specified in Education Code 48002 for documenting a child's age for admittance to kindergarten or first grade, as listed in the accompanying administrative regulation, the Governing Board

is authorized to prescribe alternative means for proof of a child's age. The following paragraph may be revised to reflect any such alternative means approved by the Board. The following paragraph also reflects the Attorney General's model policy, ~~developed pursuant to Education Code 234.7~~, requiring that such alternative means be available to all persons regardless of immigration status, citizenship status, or national origin.

School registration information shall list all possible means of documenting a child's age for [entry into](#) grades K-1 as authorized by Education Code 48002 or otherwise prescribed by the Board. Any alternative document allowed by the district shall be one that all persons can obtain regardless of immigration status, citizenship status, or national origin and shall not reveal information related to citizenship or immigrant status.

CSBA NOTE: State and federal law require the immediate enrollment of homeless youth (Education Code 48850, 48852.7; 42 USC 11432), foster youth (Education Code 48853.5), and former juvenile court school students (Education Code 48645.5) regardless of their ability to provide the school with records normally required for enrollment; see BP/AR 6173 - Education for Homeless Children, AR 6173.1 - Education for Foster Youth, and AR 6173.3 - Education for Juvenile Court School Students. In addition, Education Code 49701 requires the district to facilitate the enrollment of children of military families and to ensure that they are not placed at a disadvantage due to difficulty in the transfer of their records from previous school districts and/or variations in entrance or age requirements; see BP/AR 6173.2 - Education of Children of Military Families.

The Superintendent or designee shall immediately enroll a homeless student, foster youth, student who has had contact with the juvenile justice system, or a child of a military family regardless of outstanding fees or fines owed to the student's last school, lack of clothing normally required by the school, such as school uniforms, or [his/her-an](#) inability to produce previous academic, medical, or other records normally required for enrollment. (Education Code 48645.5, 48850, 48852.7, 48853.5, 49701; 42 USC 11432)

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
17 CCR 6000-6075	School attendance immunization requirements
5 CCR 200	Promotion from kindergarten to first grade
5 CCR 201	Admission to high school
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 46300	Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten
Ed. Code 46600	Agreements for admission of students desiring interdistrict attendance
Ed. Code 48000	Minimum age of admission (kindergarten)
Ed. Code 48002	Evidence of minimum age required to enter kindergarten or first grade

Ed. Code 48010	Minimum age of admission (first grade)
Ed. Code 48011	Admission from kindergarten or other school; minimum age
Ed. Code 48050-48053	Nonresidents
Ed. Code 48200	Children between ages of 6 and 18 years (compulsory full-time education)
Ed. Code 48350-48361	Open Enrollment Act
Ed. Code 48645.5	Enrollment of former juvenile court school students
Ed. Code 48850-48859	Educational placement of homeless and foster youth
Ed. Code 49076	Access to records by persons without written consent or under judicial order
Ed. Code 49076.7	Student records; data privacy; social security numbers
Ed. Code 49408	Information foref use in emergencies
Ed. Code 49452.9	Health care coverage options and enrollment assistance
Ed. Code 49700-49703	Education of children of military families
Civil Code 51	Unruh Civil Rights Act
Code of Civil Procedure 1002.7	Provision in enrollment agreement waiving legal right, remedy, forum, proceeding or procedure; criminal sexual assault or sexual battery
H&S Code 120325-120380	Educational and child care facility immunization requirements
H&S Code 121475-121520	Tuberculosis tests for students
Federal	Description
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
5 USC 552a	Note Refusal to disclose social security numberRecords maintained on individuals
Management Resources	Description
CA Office of the Attorney General Publication	Promoting Safe & Secure Learning Environment for All: Guidance & Model Policies to Assist CA K-12 Schools in Responding to Immigration Issues, 4/2018
Court Decision	Plyler v. Doe, 457 U.S. 202 (1982)
CSBA Publication	Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017
U.S. DOJ & DOE Civil Rights Joint Publication	Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, May 8, 2014
U.S. DOJ & DOE Civil Rights Joint Publication	Fact Sheet: Information on the Rights of All Children to Enroll in School, May 8, 2014
U.S. DOJ & DOE Civil Rights Joint Publication	Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

Website	California Department of Education (https://www.cde.ca.gov/); Health Care Coverage and Enrollment Assistance
Website	California Office of the Attorney General
Website	U.S. Department of Justice
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code	Description
5111.1	District Residency
5111.1	District Residency
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.2	Exclusions From Attendance
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5119	Students Expelled From Other Districts
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5125	Student Records
5125	Student Records
5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5142.1	Identification And Reporting Of Missing Children
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement
5145.3	Nondiscrimination/Harassment

5145.3	Nondiscrimination/Harassment
5145.6	Parental Notifications
5145.6-E(1)	Parental Notifications
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6170.1	Transitional Kindergarten
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth (BP and AR)
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6173.3	Education For Juvenile Court School Students

Policy Reference UPDATE Service

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Regulation 5111: Admission

Status: ADOPTED

Original Adopted Date: 11/01/2011 | Last Revised Date: 03/2022 | Last Reviewed Date: 03/2022

CSBA NOTE: The following optional administrative regulation is for use by districts offering [grades transitional kindergarten \(TK\)](#)-1.

Age of Admittance to [Transitional Kindergarten](#), Kindergarten and First Grade

At the beginning of each school year, the Superintendent or designee shall enroll any eligible child whose ~~will have his/her~~ fifth or sixth birthday ~~is~~ on or before September 1 of that year into kindergarten or first grade, as applicable. (Education Code 48000, 48010)

[CSBA NOTE: Education Code 48000, as amended by AB 130 \(Ch.44, Statutes of 2021\), revises the timespans for TK admittance requirements to be phased in from the 2022-23 school year to the 2025-26 school year. See BP 6170.1 - Transitional Kindergarten for eligibility and admission into TK.](#)

~~Any child who will have his/her fifth birthday from September 2 through December 2 of the school year shall be offered a transitional kindergarten (TK) program Admission into transitional kindergarten shall be~~ in accordance with law and [as specified in Board Policy BP 6170.1 - Transitional Kindergarten](#). (Education Code 48000)

CSBA NOTE: The following paragraph is optional. Education Code 48000 authorizes the district, ~~at its discretion on a case-by-case basis, to allow enrollment admit children into kindergarten during the school year into kindergarten during the school year on a case-by-case basis,~~ under the conditions described below. ~~According to the "Transitional Kindergarten FAQs" issued by the California Department of Education (CDE), enrollment into TK during the school year is also permitted on a case-by-case basis and under the same conditions. CDE information on "Kindergarten in California," available on its web site, cautions that any district utilizing this option must ensure that the child has turned age five or else may jeopardize its apportionments as auditors may impose fiscal sanctions. The According to the California Department of Education's CDE "Kindergarten in California," also cautions that the some districts may risk being challenged by parents/guardians if it bases~~ early admission on test results, maturity of the child, or preschool records ~~to be consistent with the early admission policy and to avoid challenge by parents/guardians whose children were denied early admission.~~ The district might consider establishing a process for parents/guardians [who choose](#) to challenge denial of early entry.

On a case-by-case basis, [and with the approval of the child's parent/guardian](#), a child who will turn five years old in a given school year may be enrolled in kindergarten ~~or TK~~ at any time during that school year ~~with the approval of the child's parent/guardian~~, provided that: (Education Code 48000)

1. The Governing Board determines that admittance is in the best interest of the child.
2. The parent/guardian is given information regarding the advantages and disadvantages and any other explanatory information about the effect of this early admittance.

CSBA NOTE: The following optional paragraph may be revised to reflect district practice.

The Superintendent or designee shall make a recommendation to the Board regarding whether a child should be granted early entry to kindergarten, [as appropriate](#). In doing so, the Superintendent or designee shall consider various factors including the availability of classroom space and any negotiated maximum class size.

Documentation of Age/Grade

Prior to the admission of a child to kindergarten or first grade, the parent/guardian shall present proof of the child's age. (Education Code 48002)

CSBA NOTE: Education Code 48002 specifies that the method of proof of age may include any appropriate means prescribed by the Governing Board. The following items reflect examples in Education Code 48002 and may be revised to reflect district practice.

Although Education Code 48002 includes a passport as a possible means for determining a child's age, the California Attorney General's model policy developed pursuant to Education Code 234.7, ~~as added by AB 699 (Ch. 493, Statutes of 2017)~~, states that districts should not require documentation that may indicate a student's national origin or immigration status, such as a passport, to the exclusion of other permissible documentation. [In addition, a district may not bar or discourage a child from enrolling in school because the child lacks a birth certificate or passport, or has one from a foreign country.](#) See the Office of the Attorney General's publication "Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues."

Evidence of the child's age may include: (Education Code 48002)

1. A certified copy of a birth certificate or a statement by the local registrar or county recorder certifying the date of birth
2. A duly attested baptism certificate
3. A passport
4. When none of the above documents is obtainable, an affidavit of the parent/guardian
5. Other means prescribed by the Board

Policy Reference Disclaimer:

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State	Description
17 CCR 6000-6075	School attendance immunization requirements
5 CCR 200	Promotion from kindergarten to first grade
5 CCR 201	Admission to high school
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 46300	Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten

Ed. Code 46600	Agreements for admission of students desiring interdistrict attendance
Ed. Code 48000	Minimum age of admission (kindergarten)
Ed. Code 48002	Evidence of minimum age required to enter kindergarten or first grade
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Ed. Code 48011	Admission from kindergarten or other school; minimum age
Ed. Code 48050-48053	Nonresidents
Ed. Code 48200	Children between ages of 6 and 18 years (compulsory full-time education)
Ed. Code 48350-48361	Open Enrollment Act
Ed. Code 48645.5	Enrollment of former juvenile court school students
Ed. Code 48850-48859	Educational placement of homeless and foster youth
Ed. Code 49076	Access to records by persons without written consent or under judicial order
Ed. Code 49076.7	Student records; data privacy; social security numbers
Ed. Code 49408	Information for of use in emergencies
Ed. Code 49452.9	Health care coverage options and enrollment assistance
Ed. Code 49700-49703	Education of children of military families
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H&S Code 120325-120380	Educational and child care facility immunization requirements
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Federal	Description
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
5 USC 552a	Note Refusal to disclose social security number Records maintained on individuals
Management Resources	Description
CA Office of the Attorney General Publication	Promoting Safe & Secure Learning Environment for All: Guidance & Model Policies to Assist CA K-12 Schools in Responding to Immigration Issues, 4/2018
Court Decision	Plyler v. Doe, 457 U.S. 202 (1982)
CSBA Publication	Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

U.S. DOJ & DOE Civil Rights Joint Publication	Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, May 8, 2014
U.S. DOJ & DOE Civil Rights Joint Publication	Fact Sheet: Information on the Rights of All Children to Enroll in School, May 8, 2014
U.S. DOJ & DOE Civil Rights Joint Publication	Dear Colleague Letter: School Enrollment Procedures, May 8, 2014
Website	California Department of Education (https://www.cde.ca.gov/), Health Care Coverage and Enrollment Assistance
Website	California Office of the Attorney General
Website	U.S. Department of Justice
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code	Description
5111.1	District Residency
5111.1	District Residency
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.2	Exclusions From Attendance
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5119	Students Expelled From Other Districts
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5125	Student Records
5125	Student Records
5141.3	Health Examinations
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5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry

5142.1	Identification And Reporting Of Missing Children
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parental Notifications
5145.6-E(1)	Parental Notifications
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6170.1	Transitional Kindergarten
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education for Foster Youth (BP and AR)
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6173.3	Education For Juvenile Court School Students

Regulation 5113: Absences And Excuses

Status: ADOPTED

Original Adopted Date: 11/01/2011 | Last Revised Date: 03/2022 | Last Reviewed Date: 03/2022

Excused Absences

CSBA NOTE: Items #1-154 below reflect absences that are authorized by law to be considered as excused absences for purposes of enforcing the compulsory state attendance laws. Pursuant to Education Code 48205, absences specified in ~~items~~ #1-110, [although excused for purposes of enforcing compulsory state attendance laws](#), are considered absences in computing average daily attendance and do not generate state apportionment payments.

Subject to any applicable limitation, condition, or other requirement specified in law, a student's absence shall be excused for any of the following reasons:

[CSBA NOTE: Pursuant to Education Code 48205, as amended by SB 14 \(Ch. 672, Statutes of 2021\), an absence due to a student's illness includes an absence for the benefit of the student's mental or behavioral health.](#)

1. Personal illness, [including absence for the benefit of the student's mental or behavioral health](#) (Education Code 48205)
2. Quarantine under the direction of a county or city health officer (Education Code 48205)
3. Medical, dental, optometrical, or chiropractic [service or](#) appointment (Education Code 48205)
4. Attendance at funeral services for a member of the student's immediate family (Education Code 48205)

Such absence shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state. (Education Code 48205)

5. Jury duty in the manner provided for by law (Education Code 48205)

CSBA NOTE: Pursuant to Education Code 48205, absence due to the illness or medical appointment of a student's child is counted as an excused absence. ~~As amended by AB 2289 (Ch. 942, Statutes of 2018), Education Code 48205 prohibits and~~ the district [is prohibited](#) from requiring a physician's note for such absences. See the section "Method of Verification" below.

6. Illness or medical appointment of a child to whom the student is the custodial parent (Education Code 48205)
7. Upon advance written request by the parent/guardian and the approval of the principal or designee, justifiable personal reasons including, but not limited to: (Education Code 48205)
 - a. Appearance in court
 - b. Attendance at a funeral service
 - c. Observance of a religious holiday or ceremony
 - d. Attendance at religious retreats for no more than four hours per semester

- e. Attendance at an employment conference
 - f. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization
8. Service as a member of a precinct board for an election pursuant to Elections Code 12302 (Education Code 48205)
 9. To spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty for deployment to a combat zone or a combat support position or is on leave from or has immediately returned from such deployment (Education Code 48205)

Such absence shall be granted for a period of time to be determined at the discretion of the Superintendent or designee. (Education Code 48205)

10. Attendance at [the student's a](#) naturalization ceremony to become a United States citizen (Education Code 48205)

CSBA NOTE: Education Code 48205, as amended by AB 516 (Ch. 281, Statutes of 2021), includes an absence for the purpose of participating in a cultural ceremony or event as an excused absence.

11. [Participation in a cultural ceremony or event which relates to the habits, practices, beliefs, and traditions of a certain group of people](#) (Education Code 48205)

CSBA NOTE: Item #124 below should be included only if the Governing Board has adopted a resolution permitting absences for religious instruction or exercises. See the accompanying Board policy. If these absences are allowed, Education Code 46014 mandates that the Board adopt regulations governing students' attendance at religious exercises or instruction and the reporting of such absences. These regulations should include all of ~~item~~ #124 below and may be expanded to reflect district practice.

12. Participation in religious exercises or to receive moral and religious instruction at the student's place of worship or other suitable place away from school (Education Code 46014)

CSBA NOTE: Education Code 46014 provides that absence for participation in religious instruction or exercises will not be considered an absence for state apportionment purposes if the student attends school for at least the minimum school day and is not absent for this purpose on more than four days per school month. Pursuant to Education Code 46112, 46113, 46117, and 46141, unless otherwise provided by law, the minimum school day is generally 180 minutes for kindergarten, 230 minutes for grades 1-3, and 240 minutes for grades 4-12. For further information, see AR 6112 - School Day.

Absence for student participation in religious exercises or instruction shall not be considered an absence for the purpose of computing average daily attendance if the student attends at least the minimum school day as specified in AR 6112 - School Day, and is not excused from school for this purpose on more than four days per school month. (Education Code 46014)

13. Work in the entertainment or allied industry (Education Code 48225.5)

~~Such absence shall be excused provided that the~~ [Work for a](#) student [who](#) holds a work permit authorizing ~~such~~ work [in the entertainment or allied industries and is absent](#) for a period of not more than five consecutive days. [For this purpose, student absence shall be excused for a maximum of and](#) up to five absences per school year. (Education Code 48225.5)

14. Participation with a nonprofit performing arts organization in a performance for a public school audience (Education Code 48225.5)

A student may be excused for up to five such absences per school year provided that the student's parent/guardian provides a written explanation of such absence to the school. (Education Code 48225.5)

~~CSBA NOTE: As amended by AB 2289, Education Code 48205 clarifies that, in addition to the excused absences described in Education Code 48205 and 48225.5, students may be excused for other reasons at the discretion of school administrators.~~

15. Other reasons authorized at the discretion of the principal or designee based on the student's specific circumstances (Education Code 48205, 48260)

~~CSBA NOTE: AB 2289 amended Education Code 48205 to revise the definition of "immediate family" as provided in the following paragraph.~~

For the purpose of the absences described above, immediate family means the student's parent/guardian, brother or sister, grandparent, or any other relative living in the student's household. (Education Code 48205)

Method of Verification

CSBA NOTE: Education Code 48205, ~~as amended by AB 2289~~, prohibits the district from requiring a physician's note for absences due to the illness or medical appointment of the student's child. However, the district is authorized to require verification of other absences. The following section should be revised to reflect district-adopted methods of verification and to specify employee(s) assigned to verify absences.

5 CCR 420-421 provide guidelines for verifying absences due to illness; quarantine; medical, dental, or eye appointments; or attendance at a funeral service of a member of a student's immediate family. 5 CCR 421 authorizes a student's absence to be verified by a school or public health nurse, attendance supervisor, physician, principal, teacher, or any other qualified district employee assigned to make such verification. Pursuant to Education Code 48205, as amended by SB 14, state regulations related to illness verification will be updated as necessary to account for a student's absence for the benefit of the student's mental or behavioral health.

Student absence to care for a child for whom the student is the custodial parent shall not require a physician's note. (Education Code 48205)

For other absences, the student shall, upon returning to school following the absence, present a satisfactory explanation, either in person or by written note, verifying the reason for the absence. Absences shall be verified by the student's parent/guardian, other person having charge or control of the student, or the student if age 18 or older. (Education Code 46012; 5 CCR 306)

When an absence is planned, the principal or designee shall be notified prior to the date of the absence when possible.

The following methods may be used to verify student absences:

1. Written note, fax, email, or voice mail from parent/guardian or parent representative.
2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:

- a. Name of student
 - b. Name of parent/guardian or parent representative
 - c. Name of verifying employee
 - d. Date(s) of absence
 - e. Reason for absence
3. Visit to the student's home by the verifying employee, or any other reasonable method which establishes the fact that the student was absent for the reasons stated. The employee shall document the verification and include the information specified in [item #2](#) above.
 4. Physician's verification.

CSBA NOTE: The following optional paragraph provides a means of verifying an excuse for confidential medical services without inquiring into the nature of the medical services.

- a. When excusing students for confidential medical services or verifying such appointments, district staff shall not ask the purpose of such appointments but may request a note from the medical office to confirm the time of the appointment.

CSBA NOTE: The following optional paragraph provides that, after absences for illness on multiple occasions, the student may be required to bring a note from a physician to verify the illness. If a student does not have access to medical services in order to obtain such verification, the district may assist the student in obtaining the medical consultation if it is required.

- b. If a student shows a pattern of chronic absenteeism due to illness, district staff may require physician verification of any further student absences.

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall:

CSBA NOTE: The requirement in [item #1](#) below is for use by districts whose board has adopted a resolution permitting an excused absence for religious instruction or exercises. See the accompanying Board policy and [item #124](#) in the section "Excused Absences" above.

1. Notify parents/guardians of the right to excuse a student from school in order to participate in religious exercises or to receive moral and religious instruction at their places of worship, or at other suitable places away from school property designated by a religious group, church, or denomination (Education Code 46014, 48980)

CSBA NOTE: The requirement in [item #2](#) applies to all districts. Districts that maintain only elementary grades should delete the reference to students in grades 7-12.

2. Notify students in grades 7-12 and the parents/guardians of all students enrolled in the district that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian (Education Code 46010.1)
3. Notify parents/guardians that a student shall not have a grade reduced or lose academic credit for any excused absence if missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time. Such notice shall include the full text of Education Code 48205. (Education Code 48980)

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 306	Explanation of absence
5 CCR 420-421	Record of verification of absence due to illness and other causes
Ed. Code 1740	Employment of personnel to supervise attendance (county superintendent)
Ed. Code 37201	School month
Ed. Code 37223	Weekend classes
Ed. Code 41601	Reports of average daily attendance
Ed. Code 42238-42250.1	Apportionments
Ed. Code 46000	Records (attendance)
Ed. Code 46010-460154	Absences
Ed. Code 461100-4612019	Attendance in kindergarten and elementary schools
Ed. Code 46110-46119	Attendance in kindergarten and elementary schools
Ed. Code 46140-461487	Attendance in junior high and high schools
Ed. Code 48200-48208	Children ages 6-18 (compulsory full-time attendance)
Ed. Code 48210-48216	Exclusions from attendance
Ed. Code 48225.5	Work permit; excused absence; entertainment or allied industries; participation in not-for-profit performing arts organization
Ed. Code 48240-48246	Supervisors of attendance
Ed. Code 48260-48273	Truants
Ed. Code 48292	Filing complaint against parent
Ed. Code 48320-48324	School attendance review boards
Ed. Code 48340-48341	Improvement of student attendance
Ed. Code 48980	Parent/ Guardian notifications
Ed. Code 49067	Unexcused absences as cause of failing grade
Ed. Code 49701	Provisions of the interstate compact on educational opportunities for military children
Elec. Code 12302	Student participation on precinct boards
Fam. Code 6920-693029	Consent by minor for medical treatment

[Veh. Code 13202.7](#)

[Driving privileges; minors; suspension or delay for habitual truancy](#)

W&I Code 11253.5

Compulsory school attendance

W&I Code 601-601.54

Habitually truant minors

Management Resources

Description

Attorney General Opinion

66 Ops.Cal.Atty.Gen. 244 (1983)

Attorney General Opinion

87 Ops.Cal.Atty.Gen. 168 (2004)

Court Decision

American Academy of Pediatrics et al v. Lungren et al (1997)
16 Cal.4th 307

CSBA Publication

Improving Student Achievement by Addressing Chronic Absence, Policy Brief, December 2010

Website

CSBA

Website

California Department of Education
(<https://www.cde.ca.gov>)

Cross References

Code

Description

0450

Comprehensive Safety Plan

0450

Comprehensive Safety Plan

0470

COVID-19 Mitigation Plan

3516

Emergencies And Disaster Preparedness Plan

3516

Emergencies And Disaster Preparedness Plan

4119.41

Employees With Infectious Disease

4219.41

Employees With Infectious Disease

4319.41

Employees With Infectious Disease

5000

Concepts And Roles

5020

Parent Rights And Responsibilities

5020

Parent Rights And Responsibilities

5112.1

Exemptions From Attendance

5112.1

Exemptions From Attendance

5112.2

Exclusions From Attendance

5112.5

Open/Closed Campus

5113.1

Chronic Absence And Truancy

5113.1

Chronic Absence And Truancy

5113.11

Attendance Supervision

5113.12

District School Attendance Review Board

5113.12	District School Attendance Review Board
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5131	Conduct
5131.4	Student Disturbances
5131.4	Student Disturbances
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.33	Head Lice
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.6	Parental Notifications
5145.6-E(1)	Parental Notifications
5146	Married/Pregnant/Parenting Students
5147	Dropout Prevention
6020	Parent Involvement
6020	Parent Involvement
6111	School Calendar
6112	School Day (BP and AR)
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6154	Homework/Makeup Work
6158	Independent Study
6158	Independent Study
6164.2	Guidance/Counseling Services
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6176	Weekend/Saturday Classes
6177	Summer Learning Programs
6183	Home And Hospital Instruction
6184	Continuation Education

6184	Continuation Education
6185	Community Day School
6185	Community Day School

Regulation 5142: Safety

Status: ADOPTED

Original Adopted Date: 07/01/2006 | Last Revised Date: 03/2022

CSBA NOTE: The following optional administrative regulation may be revised to reflect district practice.

At ~~E~~ each school, the principal or designee shall establish emergency procedures, rules for student conduct, and rules for the safe and appropriate use of school facilities, equipment, and materials, consistent with law, Board policy, and administrative regulation. The rules shall be communicated to students, distributed to parents/guardians, and readily available at the school at all times.

Release of Students

CSBA NOTE: The following optional section may be revised to reflect district practice. For release of students during an emergency, see AR 3516 - Emergencies and Disaster Preparedness Plan.

Students shall be released during the school day only to the custody of an adult who is one of the following:

1. The student's custodial parent/guardian
2. An adult authorized on the student's emergency card as ~~someone-an individual~~ to whom the student may be released when the custodial parent/guardian cannot be reached, provided the principal or designee verifies the adult's identity
3. An authorized law enforcement officer acting in accordance with law
4. An adult taking the student to emergency medical care at the request of the principal or designee

Supervision of Students

CSBA NOTE: The following optional section may be revised to reflect district practice.

~~Pursuant to 5 CCR 5570-states that, unless otherwise provided by rule of the Governing Board,~~ teachers are required to be present at their rooms and admit students not less than 30 minutes before school starts ~~unless otherwise provided by rule of the Governing Board.~~ The district's collective bargaining agreement may include supervision of students. The following paragraph may be revised to maintain consistency with the district's collective bargaining agreement and/or district practice.

Teachers shall be present at their respective rooms and shall open them to admit students not less than 30 minutes before the time that school starts. (5 CCR 5570)

Every teacher shall hold students ~~to a strict~~ accountable for their conduct on the way to and from school, on the playgrounds, and during recess. (Education Code 44807)

The principal or designee shall require all individuals supervising students to remain alert for unauthorized persons and dangerous conditions, ~~and~~ promptly report any ~~such-unusual-observations incidents~~ to the principal or designee and file a written report as appropriate.

In arranging for appropriate supervision on playgrounds, the principal or designee shall:

1. Clearly identify supervision zones on the playground and require all playground supervisors to remain outside at a location from which they can observe their entire zone of supervision and be observed by students in the supervision zone
2. Consider the size of the playground area, the number of areas that are not immediately visible obstructed from open view, and the age of the students to determine the ratio of playground supervisors to students

At any school where playground supervision is not otherwise provided, the principal or designee shall provide for certificated employees to supervise the conduct and safety, and direct the play, of students who are on school grounds before and after school and during recess and other intermissions. (5 CCR 5552)

The Superintendent or designee shall ensure that teachers, teacher aides, playground supervisors, yard aides, and volunteers who supervise students receive training in safety practices and in supervisory techniques that will help prevent problems and resolve conflicts among students. Such training shall be documented and kept on file.

Playground Safety

CSBA NOTE: Health and Safety Code 115725 defines "playground" to include fall zones, surface materials, access ramps, and all areas within and including the designated enclosure and barriers.

Any new playground or any replacement of equipment or modification of components inside an existing playground shall conform to standards set forth by the American Society for Testing and Materials and the guidelines set forth by the U.S. Consumer Product Safety Commission. The Superintendent or designee shall have a playground safety inspector certified by the National Playground Safety Institute conduct an initial inspection to aid compliance with applicable safety standards. (Health and Safety Code 115725)

Activities with Safety Risks

CSBA NOTE: The following optional section lists activities that might be prohibited by the district because of high risk to student safety and should be revised to reflect district practice.

Pursuant to Government Code 831.7, public entities, including districts, are not liable to participants in a hazardous recreational activity, those who assist participants, or spectators for any damage to person or property arising out of the hazardous recreational activity when the person knew or reasonably should have known that the hazardous recreational activity created a substantial risk of injury and was voluntarily in the place of risk or having the ability to leave but failed to do so. Government Code 831.7 defines a "hazardous recreational activity" as a recreational activity conducted on school grounds that creates a substantial risk of injury, as distinguished from a minor, trivial, or insignificant risk of injury. The list below includes, but is not limited to, some of the hazardous recreational activities listed in Government Code 831.7. Prior to authorizing such activities, it is recommended that districts consult with their insurance carrier or joint powers authority or, for those who self-insure, with legal counsel. See BP/AR 3530 - Risk Management/Insurance.

Due to concerns about the risk to student safety, the principal or designee shall not permit the following activities on campus or during school-sponsored events unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has insurance coverage:

1. Trampolining
2. Scuba diving
3. Skateboarding or use of scooters
4. In-line or roller skating or use of skate shoes
5. Sailing, boating, or water skiing
6. Cross-country or downhill skiing
7. Motorcycling
8. Target shooting
9. Horseback riding
- 10 Rodeo
11. Archery
12. Mountain bicycling
13. Rock climbing
14. Rocketeering
15. Surfing
16. Other activities determined by the principal to have a high risk to student safety

CSBA NOTE: The following paragraph is optional. Vehicle Code 21201 establishes requirements for bicycles on roadways in regard to brakes, handlebars, size, and illumination when operated during darkness. Districts may want to provide such information to students and parents/guardians.

Students who operate or ride as a passenger on a bicycle, nonmotorized scooter, or skateboard, or wear in-line or roller skates, upon a street, bikeway, or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet.

Events In or Around a Swimming Pool

CSBA NOTE: The following section is optional. Any district that chooses to sponsor or host an on-campus event that is not part of an interscholastic athletic program in or around a swimming pool is required to comply with the following paragraph, pursuant to Education Code 35179.6, as amended by SB 722 (Ch. 679, Statutes of 2021).

When any on-campus event that is not part of an interscholastic athletic program is sponsored or hosted by the district and is to be held in or around a swimming pool, at least one adult with a valid certification of cardiopulmonary resuscitation training shall be present throughout the duration of the event. (Education Code 35179.6)

Laboratory Safety

CSBA NOTE: The following optional section reflects the Legislature's intent as stated in Education Code 49341, and the California Department of Education's Science Safety Handbook for Public Schools.

The principal of each school offering laboratory work shall develop procedures for laboratory safety and designate a trained certificated employee to implement and regularly review these procedures.

Students in a laboratory shall be under the supervision of a certificated employee. Students shall be taught laboratory safety, and safety guidelines and procedures shall be posted in science classrooms. Students shall receive continual reminders about general and specific hazards.

Hazardous materials shall be properly used, stored, and disposed of in accordance with law and the district's chemical hygiene plan.

Bloodborne pathogens shall be handled in accordance with the district's exposure control plan.

The district's emergency plan, emergency contact numbers, and first aid supplies shall be readily accessible.

Parents/guardians shall be made aware of the kinds of laboratory activities that will be conducted during the school year.

Eye Safety Devices

CSBA NOTE: Education Code 32031 addresses circumstances under which eye protection devices must be used.

The Superintendent or designee shall provide schools with eye safety devices for use whenever students, teachers, or visitors are engaged in or observing an activity or using hazardous substances likely to cause injury to the eyes. Eye safety devices may be sold to students for an amount not to exceed the actual cost to the district. (Education Code 32030, 32031, 32033)

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 14030	Preliminary procedure, planning and approval of school facilities
5 CCR 14103	Authority of the driver
5 CCR 202	Exclusion of students with a contagious disease
5 CCR 5531	Supervision of extracurricular activities of pupils
5 CCR 5552	Playground supervision
5 CCR 5570	When school shall be open and teachers present
5 CCR 570-576	School safety patrols
Ed. Code 17280-17317	Approval of plans and supervision of construction
Ed. Code 17365-17374	Fitness of buildings for occupancy; liability of board members

Ed. Code 32001	Fire alarms and drills
Ed. Code 32020	School gates; entrances for emergency vehicles
Ed. Code 32030-32034	Eye safety
Ed. Code 32040	Duty to equip school with first aid kit
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32240-32245	Lead-Safe Schools Protection Act
Ed. Code 32250-32254	CDE school safety and security resources unit
Ed. Code 32280-32289	School safety plans
Ed. Code 35179.6	School-sponsored on-campus event in or around swimming pool
Ed. Code 44807	Teachers' duty concerning conduct of students
Ed. Code 44808	Exemption from liability when students are not on school property
Ed. Code 44808.5	Permission for students to leave school grounds; notice (high school)
Ed. Code 45450-45451	Crossing guards
Ed. Code 48900	Hazing
Ed. Code 49300-49307	School safety patrols
Ed. Code 49330-49335	Injurious objects
Ed. Code 49341	Hazardous materials in school science laboratories
Ed. Code 51202	Instruction in personal and public health and safety
Ed. Code 8482-8484.6	After School Education and Safety Program
Gov. Code 810-996.6	California Tort Claims Act
H&S Code 115725-115735	Playground safety
H&S Code 115775-115800	Wooden playground equipment
H&S Code 116046	Issuance of best practices guidelines for K-12 pool safety
Pen. Code 245.6	Hazing
Pub. Res. Code 5411	Purchase of equipment usable by persons with disabilities
Veh. Code 21100	Rules and regulations; crossing guards
Veh. Code 21212	Use of helmets
Veh. Code 42200	Fines and forfeitures, disposition by cities
Veh. Code 42201	Fines and forfeitures, disposition by counties
Vehicle Code 21201	Rules for operation of bicycle on roadway
Management Resources	Description

American Society for Testing and Materials	F 1487-05, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, 2017
California Department of Education Publication	Science Safety Handbook for California Public Schools, 2014
Court Decision	Knight v. Jewett, (1992) 3 Cal.4 th 296, 313
Court Decision	Lane v. City of Sacramento, (2010) 183 Cal. App. 4 th . 1337
Court Decision	J.H. v. Los Angeles Unified School District, (2010) 183 Cal.App.4 th 123
Court Decision	Kahn v. East Side Union High School District, (2003) 31 Cal.4 th 990
Court Decision	Dailey v. Los Angeles Unified School District, (1970) 2 Cal 3d 741
Court Decision	Hoyem v. Manhattan Beach City School District, (1978) 22 Cal. 3d 508
Court Decision	Wiener v. Southcoast Childcare Centers, (2004) 32 Cal.4 th 1138
U.S. Consumer Product Safety Comm Publication	Public Playground Safety Handbook, 2010
Website	American Society for Testing and Materials
Website	U.S. Department of Education, Safe Schools
Website	U.S. Consumer Product Safety Commission
Website	U.S. Environmental Protection Agency
Website	California Department of Education, Safe Schools
Website	California Department of Public Health
Website	Centers for Disease Control and Prevention
Website	National Recreation and Park Association, Certified Playground Safety Inspector Certification (https://www.nrpa.org/certification/CPSI/)

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1330.1	Joint Use Agreements
3260	Fees And Charges
3260	Fees And Charges

3452	Student Activity Funds
3512	Equipment
3512-E(1)	Equipment
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3515	Campus Security
3515	Campus Security
3515.21	Unmanned Aircraft Systems (Drones)
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.5	Emergency Schedules
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
4219.42	Exposure Control Plan for Bloodborne Pathogens
4219.42	Exposure Control Plan for Bloodborne Pathogens
4219.42-E(1)	Exposure Control Plan for Bloodborne Pathogens
4319.42	Exposure Control Plan for Bloodborne Pathogens
4319.42	Exposure Control Plan for Bloodborne Pathogens
4319.42-E(1)	Exposure Control Plan for Bloodborne Pathogens
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5021	Noncustodial Parents
5131	Conduct
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.4	Student Disturbances

5131.4	Student Disturbances
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.23	Asthma Management
5141.23	Asthma Management
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5141.7	Sun Safety
5142.1	Identification And Reporting Of Missing Children
5142.2	Safe Routes To School Program
5142.2	Safe Routes To School Program
5143	Insurance
5143	Insurance
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.11	Questioning And Apprehension By Law Enforcement
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6142.93	Science Instruction
6145.2	Athletic Competition
6145.2	Athletic Competition
6153	School-Sponsored Trips
6153	School-Sponsored Trips

6163.2	Animals At School
6163.2	Animals At School
7110	Facilities Master Plan

Policy Reference UPDATE Service

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Exhibit 5145.6-E(1): Parental Notifications

Status:
ADOPTED

Original Adopted Date: 07/01/2020 | **Last Revised Date:** 03/01/2022

Cautionary Notice: Government Code 17581.5 releases districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of [2021 \(AB 128, Ch. 21, Statutes of 2021\)](#) ~~2020 (SB 74, Ch. 6, Statutes of 2020)~~ extends the suspension of these requirements through the [2021-22](#) ~~2020-21~~ fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety instruction may be suspended.

Note: The following exhibit lists notices which the law explicitly requires be provided to parents/guardians. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements. For example, see AR 1312.3 - Uniform Complaint Procedures for the contents of the annual notice regarding uniform complaint procedures as mandated by 5 CCR 4622.

The exhibit does not include other notices that are recommended throughout CSBA's sample policy manual but are not required by law. The district may revise the exhibit to reflect additional notifications provided by the district.

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually			
Beginning of each school year	Education Code 222.5	BP 5146	Rights and options for pregnant and parenting students
Beginning of each school year	Education Code 234.7	BP 0410	Right to a free public education regardless of immigration status or religious beliefs
Beginning of each school year	Education Code 310	BP 6142.2 AR 6174	Information on the district's language acquisition programs
Beginning of each school year	Education Code 17611.5, 17612, 48980.3	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information, and, if district has no web site and uses certain pesticides, integrated pest management plan
By February 1	Education Code 35256, 35258	BP 0510	School Accountability Report Card provided
Beginning of each school year	Education Code 35291, 48980	AR 5144 AR 5144.1	District and site discipline rules
Beginning of each school year	Education Code 44050	BP 4119.21 4219.21 4319.21	Code of conduct addressing employee interactions with students

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	Education Code 46010.1	AR 5113	Absence for confidential medical services
Beginning of each school year, if district has adopted policy on involuntary transfer of students convicted of certain crimes when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	District policy authorizing transfer
Beginning of each school year	Education Code 48980	BP 6111	Schedule of minimum days and student-free staff development days
Beginning of each school year	Education Code 48980, 231.5; 5 CCR 4917; 34 CFR 106.8	AR 5145.7	Copy of sexual harassment policy as related to students; contact information for Title IX coordinator
Beginning of each school year	Education Code 48980, 32255-32255.6	AR 5145.8	Right to refrain from harmful or destructive use of animals
Beginning of each school year	Education Code 48980, 35160.5, 46600-46611, 48204, 48301	BP 5111.1 AR 5116.1 AR 5117	All statutory attendance options, available local attendance options, options for meeting residency, form for changing attendance, appeals process
Beginning of each school year, if Board allows such absence	Education Code 48980, 46014	AR 5113	Absence for religious exercises or purposes
Beginning of each school year	Education Code 48980, 48205	AR 5113 BP 6154	Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed; full text of Education Code 48205
Beginning of each school year	Education Code 48980, 48206.3, 48207, 48208	AR 6183	Availability of home/hospital instruction for students with temporary disabilities
Beginning of each school year	Education Code 48980, 49403	BP 5141.31	School immunization program
Beginning of each school year	Education Code 48980, 49423, 49480	AR 5141.21	Administration of prescribed medication
Beginning of each school year	Education Code 48980, 49451; 20 USC 1232h	AR 5141.3	Right to refuse consent to physical examination

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	Education Code 48980, 49471, 49472	BP 5143	Availability of insurance
Beginning of each school year	Education Code 49013; 5 CCR 4622	AR 1312.3 BP 0460 BP 3260 ,	Uniform complaint procedures available appeals, civil law r Remedies, coordinator, complaints about student fees and local control and accountability plan
Beginning of each school year	Education Code 49063	AR 5125 AR 5125.3	Challenge, review, and expunging of records
Beginning of each school year	Education Code 49063, 49069; 20 USC 1232g; 34 CFR 99.7	AR 5125	Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria for defining school officials and to determine legitimate educational interest, categories defined as directory information, disclosures, right to file complaint with U.S. Department of Education, course prospectus availability
Beginning of each school year	Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37	AR 5125.1	Release of directory information
Beginning of each school year and at least one more time during school year using specified methods	Education Code 49428	None	How to access mental health services at school and/or in community
Beginning of each school year	Education Code 49520, 48980; 42 USC 1758; 7 CFR 245.5	AR 3553	Eligibility and application process for free and reduced-price meals
Beginning of each school year	Education Code 51513; 20 USC 1232h	AR 5022 BP 6162.8	Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities; inspection rights and procedures

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	Education Code 56301	BP 6164.4	Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment
Beginning of each school year	Education Code 58501, 48980	AR 6181	Alternative schools
Beginning of each school year	Health and Safety Code 104855	AR 5141.6	Availability of dental fluoride treatment; opportunity to accept or deny treatment
Annually	5 CCR 852; Education Code 60615	AR 6162.51	Student's participation in state assessments; option to request exemption from testing
Beginning of each school year, if district receives Title I funds	20 USC 6312; 34 CFR 200.48	BP 4112.2 AR 4222	Right to request information re: professional qualifications of child's teacher and paraprofessional
Beginning of each school year	34 CFR 104.8, 106.9	BP 0410 BP 6178	Nondiscrimination
Beginning of each school year to parent, teacher, and employee organizations or, in their absence, individuals	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress
Beginning of each school year	USDA SP-23-2017	AR 3551	District policy on meal payments

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
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II. At Specific Times During the Student's Academic Career

Beginning in grade 7, at least once prior to course selection and career counseling	Education Code 221.5, 48980	BP 6164.2	Course selection and career counseling
Upon a student's enrollment	Education Code 310	BP 6142.2 AR 6174	Information on the district's language acquisition programs
When child first enrolls in a public school, if school offers a fingerprinting program	Education Code 32390, 48980	AR 5142.1	Fingerprinting program

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. At Specific Times During the Student's Academic Career (continued)			
When participating in courses under the jurisdiction of the district	Education Code 35211	None	Civil liability, insurance driver training coverage
Upon registration in K-6, if students have not previously been transported	Education Code 39831.5	AR 3543	School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops
Beginning of each school year for high school students, if high school is open campus	Education Code 44808.5, 48980	BP 5112.5	Open campus
Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement	Education Code 48980, 51225.3	AR 6146.1	How each graduation requirement does or does not satisfy college entrance a-g course criteria; district CTE courses that satisfy a-g criteria
Upon a student's enrollment	Education Code 49063	AR 5125 AR 5125.3	Specified rights related to student records
When students enter grade 7	Education Code 49452.7	AR 5141.3	Specified information on type 2 diabetes
When in kindergarten, or first grade if not previously enrolled in public school	Education Code 49452.8	AR 5141.32	Requirement for oral health assessment, explanation of law, importance of oral health, agency contact, privacy rights
<u>Before grade 12</u>	<u>Education Code 51225.8</u>	<u>AR 6143</u>	<u>Completion and submission of FAFSA and CADAA</u>
Beginning of each school year for students in grades 9-12	Education Code 51229, 48980	AR 6143	<u>UC and CSU</u> College admission requirements, UC and CSU web sites that list certified courses, description of CTE, CDE Internet address, how students may meet with counselors
Beginning of each school year for students in grades 7-12, or at time of enrollment if after beginning of year	Education Code 51938, 48980	AR 6142.1	Sexual health and HIV prevention education, right to view A/V materials, whether taught by district staff or outside consultants, right to request specific Education Code sections, right to excuse

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. At Specific Times During the Student's Academic Career (continued)			
Within 20 working days of receiving results of standardized achievement tests or, if results not available in school year, within 20 working days of start of next school year	Education Code 60641; 5 CCR 863	AR 6162.51	Results of tests; test purpose, individual score and intended use
By October 15 for students in grade 12	Education Code 69432.9	AR 5121 AR 5125	Forwarding of student's grade point average to Cal Grant program; timeline to opt out
When child is enrolled or reenrolled in a licensed child care center or preschool	Health and Safety Code 1596.7996	AR 5148	Information on risks and effects of lead exposure, blood lead testing
When child is enrolled in kindergarten	Health and Safety Code 124100, 124105	AR 5141.32	Health screening examination
To students in grades 11-12, early enough to enable registration for fall test	5 CCR 11523	AR 6146.2	Notice of proficiency examination provided under Education Code 48412
To secondary students, if district receives Title I funds	20 USC 7908	AR 5125.1	Request that district not release student's name, address, and phone number to military recruiters without prior written consent

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur			
In the event of a breach of security of district records, to affected persons	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, contact information for credit reporting agencies
Upon receipt of a complaint alleging discrimination	Education Code 262.3	AR 1312.3	Civil law remedies available to complainants
When determining whether an English learner should be reclassified as fluent English proficient	Education Code 313; 5 CCR 11303	AR 6174	Description of reclassification process, opportunity for parent/guardian to participate

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When student is identified as English learner and district receives Title I or Title III funds for English learner programs, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year	Education Code 313.2, 440; 20 USC 6312	AR 6174	Reason for classification, level of English proficiency, identification as long-term English learner, description of program(s), option to decline program or choose alternate, option to remove student from program at any time, exit requirements of program
Prior to implementing alternative schedule	Education Code 46162	BP 6112	Public hearing on alternative schedule in secondary grades
When homeless or foster youth applies for enrollment in before/after school program	Education Code 8483	AR 5148.2	Right to priority enrollment; how to request priority enrollment
Before high school student attends specialized secondary program on a university campus	Education Code 17288	None	University campus buildings may not meet Education Code requirements for structural safety
At least 72 hours before use of pesticide product not included in annual list	Education Code 17612	AR 3514.2	Intended use of pesticide product
To members of athletic teams	Education Code 32221.5	AR 5143	Offer of insurance; no-cost and low-cost program options
Annually to parents/guardians of student athletes before they participate in competition	Education Code 33479.3	AR 6145.2	Information on sudden cardiac arrest
If school has lost its WASC accreditation status	Education Code 35178.4	BP 6190	Loss of status, potential consequences
When district has contracted for electronic products or services that disseminate advertising	Education Code 35182.5	BP 3312	Advertising will be used in the classroom or learning center
At least six months before implementing uniform policy	Education Code 35183	AR 5132	Dress code policy requiring schoolwide uniform
Before implementing a year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round schedule
When interdistrict transfer is requested and not approved or denied within 30 days	Education Code 46601	AR 5117	Appeal process

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Before early entry to transitional kindergarten or kindergarten, if early entry offered	Education Code 48000	AR 5111 AR 6170.1	Effects, advantages and disadvantages of early entry
When student identified as being at risk of retention	Education Code 48070.5	AR 5123	Student at risk of retention
When student excluded due to quarantine, contagious or infectious disease, danger to safety or health	Education Code 48213	AR 5112.2	Student has been excluded from school
Before already admitted student is excluded for lack of immunization	Education Code 48216; 17 CCR 6040	AR 5141.31	Need to submit evidence of immunization or exemption within 10 school days; referral to medical care
When a student is classified as truant	Education Code 48260.5, 48262	AR 5113.1	Truancy, parental obligation, availability of alternative programs, student consequences, need for conference
When a truant is referred to a SARB or probation department	Education Code 48263	AR 5113.1	Name and address of SARB or probation department and reason for referral
When student requests to voluntarily transfer to continuation school	Education Code 48432.3	AR 6184	Copy of district policy and regulation on continuation education
Prior to involuntary transfer to continuation school	Education Code 48432.5	AR 6184	Right to request meeting prior to involuntary transfer to continuation school
To person holding educational rights, prior to recommending placement of foster youth outside school of origin	Education Code 48853.5	AR 6173.1	Basis for the placement recommendation
When student is removed from class and teacher requires parental attendance at school	Education Code 48900.1	AR 5144.4	Parental attendance required; timeline for attendance
Prior to withholding grades, diplomas, or transcripts	Education Code 48904	AR 5125.2	Damaged school property
When withholding grades, diplomas or transcripts from transferring student	Education Code 48904.3	AR 5125.2	Next school will continue withholding grades, diplomas, or transcripts

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When student is released to peace officer	Education Code 48906	BP 5145.11	Release of student to peace officer for the purpose of removing minor from school, unless taken into custody as victim of suspected child abuse
At time of suspension	Education Code 48911	BP 5144.1 AR 5144.1	Notice of suspension
When original period of suspension is extended	Education Code 48911	AR 5144.1	Extension of suspension
At the time a student is assigned to a supervised suspension classroom	Education Code 48911.1	AR 5144.1	The student's assignment to a supervised suspension classroom
Before holding a closed session re: suspension	Education Code 48912	AR 5144.1	Intent to hold a closed session re: suspension
When student expelled from another district for certain acts seeks admission	Education Code 48915.1, 48918	BP 5119	Hearing re: possible danger presented by expelled student
When readmission is denied	Education Code 48916	AR 5144.1	Reasons for denial; determination of assigned program
When expulsion occurs	Education Code 48916	AR 5144.1	Readmission procedures
At least 10 calendar days before expulsion hearing	Education Code 48918	AR 5144.1	Notice of expulsion hearing
When expulsion or suspension of expulsion occurs	Education Code 48918	AR 5144.1	Decision to expel; right to appeal to county board; obligation to inform new district of status
Before involuntary transfer of student convicted of certain crime when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	Right to request a meeting with principal or designee
One month before the scheduled minimum day	Education Code 48980	BP 6111	When minimum days are scheduled after beginning of the school year
When parents/guardians request guidelines for filing complaint of child abuse at a school site	Education Code 48987	AR 5141.4	Guidelines for filing complaint of child abuse at a school site with local child protective agencies
When student in danger of failing a course	Education Code 49067	AR 5121	Student in danger of failing a course

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When student transfers from another district or private school into the district	Education Code 49068	AR 5125	Right to receive copy of student's record and a hearing to challenge its content of student's record
When parent/guardian's challenge of student record is denied and parent/guardian appeals	Education Code 49070	AR 5125.3	If board sustains allegations, the correction or destruction of record; if denied, right to submit written objection
When district is considering program to gather safety-related information from students' social media activity	Education Code 49073.6	BP 5125	Opportunity for input on proposed program
When district adopts program to gather information from students' social media activity, and annually thereafter	Education Code 49073.6	AR 5125	Information is being gathered, access to records, process for removal or corrections, destruction of records
Within 24 hours of release of information to a judge or probation officer	Education Code 49076	AR 5125	Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition
Before release of information pursuant to court order or subpoena	Education Code 49077	AR 5125	Release of information pursuant to court order or subpoena
When screening results in suspicion that student has scoliosis	Education Code 49452.5	AR 5141.3	Scoliosis screening
When test results in discovery of visual or hearing defects	Education Code 49456; 17 CCR 2951	AR 5141.3	Vision or hearing test results
Within 10 days of negative balance in meal account	Education Code 49557.5	AR 3551	Negative balance in meal account; encouragement to apply for free or reduced-price meals
Annually to parents/guardians of student athletes before their first practice or competition	Education Code 49475	AR 6145.2	Information on concussions and head injuries
Annually to parents/guardians of student athletes	Education Code 49476	AR 6145.2	Opioid fact sheet

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Within 30 days of foster youth, homeless youth, former juvenile court school student, child of military family, or migrant student being transferred after second year of high school, or immigrant student enrolled in newcomer program in grades 11-12	Education Code 51225.1	BP 6146.1 AR 6173 AR 6173.1 AR 6173.3 AR 6175	Exemption from local graduation requirements, effect on college admission, option for fifth year of high school, transfer opportunities through California Community Colleges
Before any test/survey questioning personal beliefs	Education Code 51513	AR 5022	Permission for test, survey questioning personal beliefs
At least 14 days before HIV prevention or sexual health instruction, if arrangement made for guest speaker after beginning of school year	Education Code 51938	AR 6142.1	Instruction in HIV prevention or sexual health by guest speaker or outside consultant
Prior to administering survey regarding health risks and behaviors to students in 7-12	Education Code 51938	AR 5022	Notice that the survey will be administered
Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency	Education Code 52164.1, 52164.3; 5 CCR 11511.5	AR 6174	Results of state test of English proficiency
When migrant education program is established	Education Code 54444.2	BP 6175 AR 6175	Parent advisory council membership composition
When child participates in licensed child care and development program	Health and Safety Code 1596.857; 22 CCR 101218.1	AR 5148	Parent/guardian right to enter and inspect facility and other rights as specified
When a licensed child care center has a building constructed before January 1, 2010 and has drinking water tested for lead	Health and Safety Code 1597.16	AR 5148	The requirement to test the facility, and the results of the test
When district receives Tobacco-Use Prevention Education Funds	Health and Safety Code 104420	AR 3513.3	The district's tobacco-free schools policy and enforcement procedures
When testing by community water system finds presence of lead exceeding specified level	Health and Safety Code 116277	AR 3514	Elevated lead level at school

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When sharing student immunization information with an immunization system	Health and Safety Code 120440	AR 5125	Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share
At least 14 days prior to sex offender coming on campus as volunteer	Penal Code 626.81	AR 1240 BP 1250	Dates and times permission granted; obtaining information from law enforcement
When hearing is requested by person asked to leave	Penal Code 627.5	AR 3515.2	Notice of hearing
When responding to complaint re: discrimination, special education, or noncompliance with law	5 CCR 4631	AR 1312.3	Findings, disposition of complaint, any corrective actions, appeal rights and procedures
When child participates in licensed child care and development program	5 CCR 18066	AR 5148	Policies regarding excused and unexcused absences
Within 30 days of application for subsidized child care or preschool services	5 CCR 18094, 18118	AR 5148 AR 5148.3	Approval or denial of services
At least 14 days before change in service or other intended action, upon recertification or update of application for child care or preschool services	5 CCR 18095, 18119	AR 5148 AR 5148.3	Any change in service, such as in fees, amount of service, termination of service
Upon child's enrollment in child care program	5 CCR 18114	AR 5148	Policy on fee collection
When payment of child care fees is seven days late	5 CCR 18114	AR 5148	Notice of delinquent fees
When district substantively changes policy on student privacy rights	20 USC 1232h	AR 5022	Notice of any substantive change in policy or regulation
For districts receiving Title I funds, when child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet state certification requirements for the grade level/subject taught	20 USC 6312	AR 4112.2	Timely notice to parent/guardian of child's assignment

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents/guardians of English learners	20 USC 6312	AR 6174	Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose other program
For schools receiving Title I funds, upon development of parent involvement policy	20 USC 6318	AR 6020	Notice of policy
When district receives Impact Aid funds for students residing on Indian lands, to parents/guardians of Indian children	20 USC 7704; 34 CFR 222.94	AR 3231	Relevant applications, evaluations, program plans, information about district's general educational program; opportunity to submit comments
When household is selected for verification of eligibility for free or reduced-price meals	42 USC 1758; 7 CFR 245.6a	AR 3553	Need to submit verification information; any subsequent change in benefits; appeals
When student is homeless or unaccompanied minor	42 USC 11432; Education Code 48852.5	AR 6173	Educational and related opportunities; transportation services; placement decision and right to appeal; duties of district liaison ; public notice
When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30	34 CFR 99.34	AR 5125	Right to receive review records and an opportunity for hearing upon request
When student complains of sexual harassment	34 CFR 106.44, 106.45	AR 5145.7	Right to file formal complaint, availability of supportive measures, notice of process, reason for dismissal of complaint if applicable
When district receives federal funding assistance for nutrition program	USDA FNS Instruction 113-1	BP 3555	Rights and responsibilities, nondiscrimination policy, complaint procedures

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
IV. Special Education Notices			
Prior to conducting initial evaluation	Education Code 56301, 56321, 56321.5, 56321.6, 56329; 20 USC 1415(d); 34 CFR 300.502, 300.503	BP 6159.1 AR 6159.1 AR 6164.4	Proposed evaluation plan, related parental rights, prior written notice, procedural safeguards
Before functional behavioral assessment begins	Education Code 56321	AR 6159.4	Notification and consent
24 hours before IEP when district intending to record	Education Code 56341.1	AR 6159	Intention to audio-record IEP meeting
Early enough to ensure opportunity for parent/ guardian to attend IEP meeting	Education Code 56341.5; 34 CFR 300.322	AR 6159	Time, purpose, location, who will attend, participation of others with special knowledge, transition statements if appropriate
When parent/guardian orally requests review of IEP	Education Code 56343.5	AR 6159	Need for written request
Within one school day of emergency intervention or serious property damage	Education Code 56521.1	AR 6159.4	Emergency intervention
Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE, including when parent/guardian revokes consent for services	20 USC 1415(c); 34 CFR 300.300, 300.503	AR 6159 AR 6159.1	Prior written notice
Upon filing of state complaint	20 USC 1415(d); 34 CFR 300.504	AR 6159.1	Procedural safeguards notice
When disciplinary measures are taken or change in placement	20 USC 1415(k); 34 CFR 300.530	AR 5144.2	Decision and procedural safeguards notice
Upon requesting a due process hearing	20 USC 1415(k); 34 CFR 300.508	AR 6159.1	Student's name, address, school, description of problem, proposed resolution
Eligibility for services 504	34 CFR 104.32, 104.36	AR 6164.6	District responsibilities, district under Section actions, procedural safeguards

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. Classroom/Facility Notices			
In all district schools and offices, including staff lounges and student government meeting rooms	Education Code 234.1	AR 1312.3	Uniform complaint procedures board policy and administrative regulation
In each classroom used for license-exempt California State Preschool Program	Education Code 82128235.5	AR 1312.3 E 1312.3	Health and safety requirements for preschool programs; where to get complaint form
In each classroom in each school	Education Code 35186	AR 1312.4 E 1312.4	Complaints subject to Williams uniform complaint procedures
In a licensed child care and development center at a location accessible to parents/guardians	Health and Safety Code 1596.857	AR 5148	Parent/guardian right to inspect, prohibition against retaliation, right to file complaint; registered sex offender database available to public; review licensing reports of facility visits and substantiated complaints against facility

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
17 CCR 2950-2951	Hearing tests
17 CCR 6000-6075	School attendance immunization requirements
5 CCR 11303	Reclassification of English learners
5 CCR 11511.5	English language proficiency assessment; test results
5 CCR 11523	Notice of proficiency examinations
5 CCR 18066	Child care policies regarding excused and unexcused absences
5 CCR 18094-18095	Notice of Action; child care services
5 CCR 18114	Notice of delinquent fees; child care services
5 CCR 18118-18119	Notice of Action; child care services
5 CCR 3052	Behavioral intervention
5 CCR 4622	Uniform complaint procedures
5 CCR 4631	Uniform complaint procedures; notification of decision and right to appeal

5 CCR 4702	Student transfer from school identified under Open Enrollment Act
5 CCR 4917	Notification of sexual harassment policy
5 CCR 852	Exemptions from state assessments
5 CCR 863	Reports of state assessment results
<u>22 CCR 101218.1</u>	<u>Child care licensing; parent/guardian rights</u>
Civ. Code 1798.29	District records, specifically - breach of security
Ed. Code 17288	Building standards for university campuses
Ed. Code 17611.5-17612	Notification of pesticide use
Ed. Code 221.5	Equal opportunity
Ed. Code 231.5	Sexual harassment policy
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 262.3	Appeals for discrimination complaints; information regarding availability of civil remedies
Ed. Code 310	Language acquisition programs
Ed. Code 313	Reclassification of English learners, parental consultation
Ed. Code 313.2	Long-term English learner, notification
Ed. Code 8212	Health and safety requirement for preschool programs; complaint forms
Ed. Code 32221.5	Insurance for athletic team members
Ed. Code 32255-32255.6	Student's right to refrain from harmful or destructive use of animals
Ed. Code 32390	Voluntary program for fingerprinting students
Ed. Code 33479- 33479.9	The Eric Paredes Sudden Cardiac Arrest Prevention Act
Ed. Code 35160.5	Extracurricular and cocurricular activities
Ed. Code 35178.4	Notice of accreditation status
Ed. Code 35182.5	Advertising in the classroom
Ed. Code 35183	School dress code; uniforms
Ed. Code 35186	Complaints concerning deficiencies in instructional materials and facilities
Ed. Code 35211	Driver training; district insurance, parent/guardian liability
Ed. Code 35256	School Accountability Report Card
Ed. Code 35258	School Accountability Report Card

Ed. Code 35291	Rules for student discipline
Ed. Code 37616	Consultation regarding year-round schedule
Ed. Code 39831.5	School bus rider rules and information
Ed. Code 440	English language proficiency assessment; instruction in English language development
Ed. Code 44050	Employee code of conduct; interaction with students
Ed. Code 44808.5	Permission to leave school grounds
Ed. Code 46010.1	Notice regarding excuse to obtain confidential medical services
Ed. Code 46014	Regulations regarding absences for religious purposes
Ed. Code 46162	Alternative schedule for junior high and high school; public hearing with notice
Ed. Code 46600-46611	Interdistrict attendance agreements
Ed. Code 48000	Minimum age of admission
Ed. Code 48070.5	Promotion and retention of students
Ed. Code 48204	Residency requirements
Ed. Code 48205	Absence for personal reasons
Ed. Code 48206.3	Students with temporary disabilities; individual instruction; definitions
Ed. Code 48207-48208	Students with temporary disabilities in hospitals
Ed. Code 48213	Prior notice of exclusion from attendance
Ed. Code 48216	Immunization
Ed. Code 48260.5	Notice regarding truancy
Ed. Code 48262	Need for parent conference regarding truancy
Ed. Code 48263	Referral to school attendance review board or probation department
Ed. Code 48301	Interdistrict transfers
Ed. Code 48350-48361	Open Enrollment Act
Ed. Code 48354	Option to transfer from school identified under Open Enrollment Act
Ed. Code 48357	Status of application for transfer from school identified under Open Enrollment Act
Ed. Code 48412	Certificate of proficiency
Ed. Code 48432.3	Voluntary enrollment in continuation education
Ed. Code 48432.5	Involuntary transfers of students
Ed. Code 48850-48859	Education of foster youth and homeless students

Ed. Code 48900.1	Parental attendance required after suspension
Ed. Code 48904	Liability of parent/guardian for willful student misconduct
Ed. Code 48904.3	Withholding grades, diplomas, or transcripts
Ed. Code 48906	Notification of release of student to peace officer
Ed. Code 48911	Notification in case of suspension
Ed. Code 48911.1	Assignment to supervised suspension classroom
Ed. Code 48912	Closed sessions; consideration of suspension
Ed. Code 48915.1	Expelled students; enrollment in another district
Ed. Code 48916	Readmission procedures
Ed. Code 48918	Rules governing expulsion procedures
Ed. Code 48929	Transfer of student convicted of violent felony or misdemeanor
Ed. Code 48980	Required notification at beginning of term
Ed. Code 48980.3	Notification of pesticide use
Ed. Code 48981	Time and means of notification
Ed. Code 48982	Parent signature acknowledging receipt of notice
Ed. Code 48983	Contents of notice
Ed. Code 48984	Activities prohibited unless notice given
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 48987	Child abuse information
Ed. Code 49013	Use of uniform complaint procedures for complaints regarding student fees
Ed. Code 49063	Notification of parental rights
Ed. Code 49067	Student evaluation; student in danger of failing course
Ed. Code 49068	Transfer of permanent enrollment and scholarship record
Ed. Code 49069	Absolute right to access
Ed. Code 49070	Challenging content of student record
Ed. Code 49073	Release of directory information
Ed. Code 49073.6	Student records; social media
Ed. Code 49076	Access to student records
Ed. Code 49077	Access to information concerning a student in compliance with court order
Ed. Code 49403	Cooperation in control of communicable disease and immunizations
Ed. Code 49423	Administration of prescribed medication for student

Ed. Code 49451	Physical examinations: parent's refusal to consent
Ed. Code 49452.5	Screening for scoliosis
Ed. Code 49452.7	Information on type 2 diabetes
Ed. Code 49452.8	Oral health assessment
Ed. Code 49456	Results of vision or hearing test
Ed. Code 49471-49472	Insurance
Ed. Code 49475	Student athletes; concussions and head injuries
Ed. Code 49480	Continuing medication regimen for nonepisodic conditions
Ed. Code 49510-49520	Duffy-Moscone Family Nutrition Education and Services Act of 1970
Ed. Code 49557.5	Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account
Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.2	Course credits; foster youth, homeless youth, former juvenile court school students and military-connected students
Ed. Code 51225.3	Graduation requirements; courses that satisfy college entrance criteria
Ed. Code 51225.8	Completion and submission of FAFSA and CADAA
Ed. Code 51229	Course of study for grades 7-12
Ed. Code 51513	Personal beliefs; privacy
Ed. Code 51938	HIV/AIDS and sexual health instruction
Ed. Code 52164	Language census
Ed. Code 52164.1	Census-taking methods; determination of primary language; assessment of language skills
Ed. Code 52164.3	Reassessment of English learners; notification of results
Ed. Code 54444.2	Migrant education programs; parent involvement
Ed. Code 56301	Child-find system; policies regarding written notification rights
Ed. Code 56321	Special education: proposed assessment plan
Ed. Code 56321.5-56321.6	Notice of parent rights pertaining to special education
Ed. Code 56329	Written notice of right to findings; independent assessment
Ed. Code 56341.1	Development of individualized education program; right to audio record meeting
Ed. Code 56341.5	Individualized education program team meetings
Ed. Code 56343.5	Individualized education program meetings
Ed. Code 56521.1	Behavioral intervention

Ed. Code 58501	Alternative schools; notice required prior to establishment
Ed. Code 60615	Exemption from state assessment
Ed. Code 60641	California Assessment of Student Performance and Progress
Ed. Code 69432.9	Submission of grade point average to Cal Grant program
Ed. Code 8483	Before/after school program; enrollment priorities
H&S Code 104420	Tobacco use prevention
H&S Code 104855	Availability of topical fluoride treatment
H&S Code 116277	Lead testing of school drinking water
H&S Code 120365-120375	Immunizations
H&S Code 120440	Sharing immunization information
H&S Code 124100-124105	Health screening and immunizations
H&S Code 1596.857	Right to enter child care facility
Pen. Code 626.81	Notice of permission granted to sex offender to volunteer on campus
Pen. Code 627.5	Hearing request following denial or revocation of registration
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1232h	Privacy rights
20 USC 1415	Procedural safeguards
20 USC 6311	State plan
20 USC 6312	Local educational agency plan
20 USC 6318	Parent and family engagement
20 USC 7908	Armed forces recruiter access to students
34 CFR 104.32	District responsibility to provide free appropriate public education
34 CFR 104.36	Procedural safeguards
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Notification of nondiscrimination on basis of sex
34 CFR 200.48	Teacher qualifications
34 CFR 300.300	Parent consent for special education evaluation
34 CFR 300.322	Parent participation in IEP team meetings
34 CFR 300.502	Independent educational evaluation of student with disability
34 CFR 300.503	Prior written notice regarding identification, evaluation, or placement of student with disability
34 CFR 300.504	Procedural safeguards notice for students with disabilities

34 CFR 300.508	Due process complaint
34 CFR 300.530	Discipline procedures
34 CFR 99.30	Disclosure of personally identifiable information
34 CFR 99.34	Student records, disclosure to other educational agencies
34 CFR 99.37	Disclosure of directory information
34 CFR 99.7	Student records, annual notification
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 1758	Child nutrition programs
7 CFR 245.5	Eligibility criteria for free and reduced-price meals
7 CFR 245.6a	Verification of eligibility for free and reduced-price meals
Management Resources	Description
U.S. Department of Agriculture Publication	Civil Rights Compliance and Enforcement -- Nutrition Programs and Services, FNS Instruction 113-1, 2005
U.S. Department of Agriculture Publication	Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017
Website	U.S. Department of Agriculture, Food and Nutrition Service

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0510	School Accountability Report Card
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
3231	Impact Aid
3260	Fees And Charges
3260	Fees And Charges

3312	Contracts
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
3543	Transportation Safety And Emergencies
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3555	Nutrition Program Compliance
3555-E(1)	Nutrition Program Compliance
3580	District Records
3580	District Records
4112.2	Certification
4112.2	Certification
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
5000	Concepts And Roles
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5030	Student Wellness
5111	Admission
5111	Admission

5111.1	District Residency
5111.1	District Residency
5112.2	Exclusions From Attendance
5112.5	Open/Closed Campus
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5116.2	Involuntary Student Transfers
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5119	Students Expelled From Other Districts
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E(1)	Release Of Directory Information
5125.2	Withholding Grades, Diploma Or Transcripts
5125.3	Challenging Student Records
5131.61	Drug Testing
5132	Dress And Grooming
5132	Dress And Grooming
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry

5141.6	School Health Services
5141.6	School Health Services
5142.1	Identification And Reporting Of Missing Children
5143	Insurance
5143	Insurance
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5144.4	Required Parental Attendance
5144.4	Required Parental Attendance
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.8	Refusal To Harm Or Destroy Animals
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5148	Child Care And Development
5148.2	Before/After School Programs
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5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6020	Parent Involvement
6020	Parent Involvement
6111	School Calendar
6112	School Day (BP and AR)
6117	Year-Round Schedules
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.2	World Language Instruction

6142.2	World Language Instruction
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6143	Courses Of Study
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6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6146.1	High School Graduation Requirements
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2-E(1)	Certificate Of Proficiency/High School Equivalency
6154	Homework/Makeup Work
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.4	Behavioral Interventions For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6162.8	Research
6162.8	Research
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6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
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6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
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6173.1	Education For Foster Youth
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6178	Career Technical Education
6178	Career Technical Education
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6184	Continuation Education
6190	Evaluation Of The Instructional Program
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Policy 6173: Education For Homeless Children

Status: ADOPTED

Original Adopted Date: 07/01/2005 | Last Revised Date: 03/2022 | Last Reviewed Date: 03/2022

CSBA NOTE: The following policy reflects the intent of the McKinney-Vento Homeless Assistance Act (42 USC 11431-11435) ~~as amended by the Every Student Succeeds Act (P.L. 114-95)~~, that each homeless student should have equal access to the same free, appropriate public education and services as other students. 42 USC 11432 mandates that districts adopt, review, and revise policies to remove barriers to the identification, enrollment, and retention of homeless children and youth, ensure that homeless students are not segregated or stigmatized on the basis of their status as homeless, and provide for professional development for appropriate staff, as provided in the following policy. In addition, 42 USC 11432 requires that, in reviewing and revising applicable policies, consideration be given to issues concerning transportation, immunization, residency, birth certificates, school records and other documentation, and guardianship.

The Governing Board ~~believes desires that the identification of homeless students is critical to improving the educational outcomes of such students and ensuring~~ that homeless students have access to the same free and appropriate public education provided to other students within the district. The district shall provide homeless students with access to education and other services necessary for ~~them~~ such students to meet the same challenging academic standards as other students.

When there are at least 15 homeless students in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52060, 52064)

CSBA NOTE: The following paragraph is mandated pursuant to 42 USC 11432. ~~as amended by P.L. 114-95.~~ 42 USC 11432 requires that districts adopt policy to remove barriers to homeless students' enrollment and retention due to absences or outstanding fees or fines. See the accompanying administrative regulation for additional procedures designed to remove barriers to the identification and enrollment of homeless students.

The Superintendent or designee shall regularly review and recommend updates to district policies to ensure removal of any barriers to the education of homeless students and unaccompanied youth. Any such review shall address ~~identify and remove any barriers to the identification, enrollment, identification, enrollment, of homeless students~~ and retention of ~~homeless~~ such students, including those barriers that are due to absences or outstanding fees or fines. (42 USC 11432)

~~When there are at least 15 homeless students in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52060)~~

CSBA NOTE: Pursuant to 42 USC 11432, districts are required to designate an appropriate staff person, who may also be a coordinator for other federal programs, as a district liaison for homeless students. See the accompanying administrative regulation for information about the designation and duties of the district liaison.

The Superintendent or designee shall designate an appropriate staff person to serve as a liaison for homeless children and youths. The district liaison [for homeless students](#) shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting homeless students to succeed in school.

[CSBA NOTE: Education Code 48851, as added by AB 27 \(Ch. 394, Statutes of 2021\), requires the district to ensure that each school within the district identifies all homeless children and youths and unaccompanied youths enrolled at the school.](#)

[The Superintendent or designee shall ensure that each district school identifies all homeless children and youths and unaccompanied youths enrolled at the school. \(Education Code 48851\)](#)

[CSBA NOTE: The following paragraph is for districts that receive funding from the American Rescue Plan Elementary and Secondary School Emergency Relief - Homeless Children and Youth Fund \(ARP-HCY\) and may be deleted or revised to reflect district practice by districts that do not receive such funds. Education Code 48851, as added by AB 27, requires districts receiving ARP-HCY funds to annually administer a housing questionnaire to parents/guardians of all students and all unaccompanied youths for purposes of identifying homeless children and youths and unaccompanied youths. The housing questionnaire must be based on best practices developed by the California Department of Education \(CDE\), include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth, and be made available in paper form. A sample housing questionnaire is available on CDE's web site.](#)

[To ensure easy identification of homeless students, the Superintendent or designee shall annually administer a housing questionnaire developed by the California Department of Education \(CDE\) to all parents/guardians of students and all unaccompanied youths. \(Education Code 48851\)](#)

[If the primary language of a student's parent/guardian or an unaccompanied youth is not English, either the housing questionnaire shall be made available in the primary language of the student's parent/guardian or the unaccompanied youth pursuant to Education Code 48985, or an appropriate translation of the housing questionnaire shall be provided upon request of a student's parent/guardian or an unaccompanied youth. \(Education Code 48851\)](#)

[CSBA NOTE: The U.S. Department of Education's \(USDOE\) Non-Regulatory Guidance, Education for Homeless Children and Youths Program, emphasizes that districts should include the identification of homeless students and their unique educational needs in district needs assessments and school improvement plans. The following optional paragraph reflects strategies included in the Guidance for identifying homeless students and may be revised to reflect district practice. Also see the California Department of Education's \(CDE\) web site for a sample student residency questionnaire and "You Can Enroll in School" poster. Education Code 48852.6, as added by AB 27, requires districts to create a web page or post on its web site \(1\) a list of district liaisons and contact information for such liaison\(s\) and \(2\) specific information on homelessness, including, but not limited to, information regarding the educational rights and resources available to persons experiencing homelessness. Additionally, Education Code 48852.6, as added by AB 27, requires a district school, if it has a web site, to post the contact information for the district liaison, as well as the name and contact information of any employee or person under contract the school may have who assists the district liaison in completing the liaison's duties. See the accompanying administrative regulation for more information regarding posting requirements.](#)

[In, ~~addition, order to identify district students who are homeless,~~ the Superintendent or designee shall ensure that the district liaison's contact information and other information on homelessness, including, but not limited to, information regarding the educational rights and resources available to persons](#)

experiencing homelessness, are posted on the district and school web sites as specified in the accompanying administrative regulation. (Education Code 48852.6)

~~may give a housing questionnaire to all parents/guardians during school registration, make referral forms readily available, include the district liaison's contact information on the district and school web sites, provide materials in a language easily understood by families and students, provide school staff with professional development on the definition and signs of homelessness, and contact appropriate local agencies to coordinate referrals for homeless children and youth and unaccompanied youth.~~

~~CSBA NOTE: Although students' addresses generally may be designated as "directory information" that is not harmful if disclosed, P.L. 114-95 amended 42 USC 11432 to provide that information about a homeless student's living situation must instead be provided the protections afforded to other student records under the Family Educational Rights and Privacy Act. For further information about the disclosure of homeless students' records, see the USDOE's Non-Regulatory Guidance, Education for Homeless Children and Youths Program.~~

~~Information about a homeless student's living situation shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act and shall not be deemed to be directory information as defined in 20 USC 1232g. (42 USC 11432)~~

CSBA NOTE: Pursuant to 42 USC 11432, placement determinations for homeless students must be made according to the student's "best interest," as defined in the accompanying administrative regulation.

The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

Each homeless student shall be provided services that are comparable to services offered to other students in the school, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (42 USC 11432)

CSBA NOTE: The following paragraph is mandated by 42 USC 11432. Although this law prohibits the segregation of homeless students into a separate school or program, separate schools that were in operation before 2001 may continue to operate under specified conditions. Districts that maintain such a school may revise the following paragraph to reflect district practice.

Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. However, the Superintendent or designee may separate homeless students on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary, special, and supplementary services to meet the unique needs of homeless students. (42 USC 11432, 11433)

The Superintendent or designee shall ensure that information and/or materials for homeless students are provided in a manner and form understandable to the parents/guardians of homeless students and to unaccompanied youths.

CSBA NOTE: Although students' addresses generally may be designated as "directory information" that is not harmful if disclosed, 42 USC 11432 provides that information about a homeless student's living situation must instead be provided the protections afforded to other student records under the Family Educational Rights and Privacy Act. For further information about the disclosure of homeless students'

[records, see the U.S. Department of Education's \(USDOE\) "Education for Homeless Children and Youths Program Non-Regulatory Guidance."](#)

[Information about a homeless student's living situation shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act, shall not be deemed to be directory information as defined in 20 USC 1232g, and shall not be released without written consent. \(42 USC 11432\)](#)

CSBA NOTE: Pursuant to 42 USC 11432, districts receiving assistance through the McKinney-Vento Homeless Assistance Act are required to coordinate services as provided below. Other districts may delete or revise the following paragraph to reflect district practice.

The Superintendent or designee shall coordinate with other agencies and entities to ensure that homeless children and youth are promptly identified, ensure that homeless students have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. Toward these ends, the Superintendent or designee shall collaborate with local social services agencies, other agencies or entities providing services to homeless children and youth, and, if applicable, transitional housing facilities. In addition, the Superintendent or designee shall coordinate transportation, transfer of school records, and other interdistrict activities with other local educational agencies. As necessary, the Superintendent or designee shall coordinate, within the district and with other involved local educational agencies, services for homeless students and services for students with disabilities. (42 USC 11432)

CSBA NOTE: 42 USC 11432 [as amended by P.L. 114-95](#) mandates that districts adopt policies and practices to ensure participation by district liaisons and other appropriate staff in professional development and other technical assistance activities, as determined appropriate by the federal Office of the Coordinator.

Education Code 48852.5 [as amended by SB 1068 \(Ch. 538, Statutes of 2016\)](#), requires ~~the~~ CDE to provide specified informational and training materials to district liaisons, including informational materials on the educational rights of homeless children and youth and resources available to assist homeless children and youth. [Education Code 48852.5, it also requires the CDE to adopt policies and practices to ensure that liaisons participate in professional development and technical assistance programs as amended by SB 400 \(Ch. 400, Statutes of 2021\), also requires CDE to develop and implement a system to verify that districts are providing the required training to school personnel providing services to youth experiencing homelessness at least annually.](#)

[The following paragraph reflects the training requirement of Education Code 48852.5 and USDOE's "Education for Homeless Children and Youths Program Non-Regulatory Guidance," regarding the content of the professional development.](#)

[At least annually, the d](#)District liaison and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of homeless students. [Such professional development and technical assistance shall include, but are not limited to, and to provide training on the definitions of terms related to homelessness, the signs of homelessness, the steps that should be taken once a potentially homeless student is identified, and how to connect homeless students with appropriate housing and service providers. \(Education Code 48852.5; 42 USC 11432\)](#)

CSBA NOTE: Education Code 48851, as added by AB 27, requires districts to collect the completed [housing questionnaires described above, and annually report to CDE the number of homeless children and youths and unaccompanied youths enrolled in the district.](#)

[The Superintendent or designee shall report to CDE the number of homeless children and youths and unaccompanied youths enrolled in the district as identified from the housing questionnaire described above. \(Education Code 48851\)](#)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Pursuant to Education Code 52064.5, the State Board of Education has adopted evaluation rubrics for use by districts in evaluating their strengths, weaknesses, and areas that require improvement.

In addition, pursuant to 20 USC 6311 ~~as amended by P.L. 114-95~~, annual district report cards for districts receiving Title I funds are required to include disaggregated student achievement data and graduation rates of homeless students.

At least annually, the Superintendent or designee shall report to the Board on [the identification of and outcomes for homeless students](#), which may include, but are not limited to, [the housing questionnaire responses](#), school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, suspension/expulsion rates, and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, the district shall revise its strategies as needed to [better more effectively identify and](#) support the education of homeless students.

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	Uniform complaint procedures
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 48850-48859	Education of students in foster care and students who are homeless, especially:
Ed. Code 48850	Participation of homeless students and foster youth in extracurricular activities and interscholastic sports Academic achievement of students in foster care and homeless children
Ed. Code 48851	Identification of homeless children and youths and unaccompanied youths; housing questionnaire
Ed. Code 48851.5	Local educational agency liaison for homeless children and youths
Ed. Code 48852.5	Notice of educational rights of homeless students
Ed. Code 48852.6	Web site posting of information regarding homelessness
Ed. Code 48852.7	Education of homeless students; immediate enrollment
Ed. Code 48859	Definitions
Ed. Code 48915.5	Recommended expulsion, homeless student with disabilities
Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 48985	Notices to parents in language other than English

Ed. Code 51225.1-51225.3	Graduation requirements
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Federal	Description
20 USC 1087vv	Free Application for Federal Student Aid; definitions
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 6311	State plan
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12705	Cranston-Gonzalez National Affordable Housing Act; state and local strategies
Management Resources	Description
California Child Welfare Council	Partial Credit Model Policy and Practice Recommendations
California Department of Education Publication	2021-22 Federal Program Monitoring Instrument, May 2021
California Department of Education Publication	Homeless Education Dispute Resolution Process, January 30, 2007 March 2020
National Center for Homeless Education Publication	Homeless Liaison Toolkit, 2013 2020
U.S. Department of Education Guidance	Dear Colleague Letter, July 27, 2016
U.S. Department of Education Guidance	Education for Homeless Children and Youths Program, Non-Regulatory Guidance, July 2016 August 2018
Website	California Community Colleges (https://www.cccco.edu)
Website	California Department of Education, Homeless Children and Youth Education
Website	California Interscholastic Federation (https://www.cifstate.org/landing/index)
Website	California State University (https://www.calstate.edu)
Website	National Center for Homeless Education at SERVE
Website	National Homelessness Law Center on Homelessness and Poverty
Website	University of California (https://www.universityofcalifornia.edu)
Website	U.S. Department of Education - Education for Homeless Children and Youths Grants for State and Local Activities
Website	California Child Welfare Council https://www.chhs.ca.gov/home/committees/california-child-welfare-council

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1400	Relations Between Other Governmental Agencies And The Schools
3250	Transportation Fees
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3541	Transportation Routes And Services
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4131	Staff Development
4231	Staff Development
4331	Staff Development
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency

5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E(1)	Release Of Directory Information
5125.2	Withholding Grades, Diploma Or Transcripts
5132	Dress And Grooming
5132	Dress And Grooming
5141.26	Tuberculosis Testing
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.6	Parental Notifications
5145.6-E(1)	Parental Notifications
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6011	Academic Standards
6143	Courses Of Study
6143	Courses Of Study
6145	Extracurricular and Cocurricular Activities (BP and AR)
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements

6146.1	High School Graduation Requirements
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.2	Guidance/Counseling Services
6171	Title I Programs
6171	Title I Programs
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6174	Education For English Learners
6174	Education For English Learners
6177	Summer Learning Programs
6178	Career Technical Education
6178	Career Technical Education
6179	Supplemental Instruction
6190	Evaluation Of The Instructional Program

Regulation 6173: Education For Homeless Children

Status: ADOPTED

Original Adopted Date: 12/01/2014 | Last Revised Date: 03/2022 | Last Reviewed Date: 03/2022

CSBA NOTE: The following administrative regulation is mandated pursuant to 42 USC 11432; see section on "Transportation" below.

Definitions

CSBA NOTE: The federal McKinney-Vento Homeless Assistance Act (42 USC 11434a) [and Education Code 48859, as amended by AB 27 \(Ch. 394, Statutes of 2021\)](#), defines "homeless [children and youths](#)" ~~students~~ as provided below. ~~This law applies to foster youth in certain circumstances (i.e., when they~~ who are living in emergency or transitional shelters) [are within the definition of homeless students](#) but ~~as amended by P.L. 114-95, the definition of "homeless students" no longer includes~~ youth who are awaiting foster care placement [are not](#). See BP/AR 6173.1 - Education for Foster Youth for state law regarding foster children.

Homeless students means students who lack a fixed, regular, and adequate nighttime residence and includes: (Education Code ~~48852.7~~ [48859](#); 42 USC 11434a)

1. Students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals
2. Students who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings
3. Students who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings
4. Migratory children who qualify as homeless because they are living in conditions described in items #1-3 above

Unaccompanied youth includes [a homeless child or youth](#) ~~who are~~ not in the physical custody of a parent or guardian. (Education Code [48859](#); ~~20-42~~ USC 11434a)

CSBA NOTE: The following definition of "school of origin" generally reflects Education Code 48852.7, which exceeds the definition in 42 USC 11432 and is consistent with the state definition of "school of origin" that applies to foster youth. However, ~~as amended by P.L. 114-95~~, 42 USC 11432 includes preschools in the definition as provided below.

School of origin means the school that the homeless student attended when permanently housed or the school in which [the student he/she](#) was last enrolled, including a preschool. If the school the homeless student attended when permanently housed is different from the school in which [the student he/she](#) was last enrolled, or if there is some other school that the student attended within the preceding 15 months and with which [the student he/she](#) is connected, the district liaison [for homeless students](#) shall determine, in consultation with and with the agreement of the homeless student and the person holding the right to make educational decisions for the student, and in the best interests of the homeless student, which school shall be deemed the school of origin. (Education Code 48852.7; 42 USC 11432)

CSBA NOTE: Education Code 48850 expresses legislative intent that the "best interest" of a homeless student or foster youth includes educational stability as well as placement in the least restrictive educational program, as provided below. Education Code 48853 further provides that the placement of a foster youth must should consider the student's access to academic resources, services, and extracurricular and enrichment activities. For consistency with the definition of "best interest" applicable to foster youth (see AR 6173.1 - Education for Foster Youth), the following definition also reflects Education Code 48853.

Best interest means that, in making educational and school placement decisions for a homeless student, consideration is given to, among other factors, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the student's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 42 USC 11432)

District Liaison

CSBA NOTE: Pursuant to 42 USC 11432, districts are required to designate an appropriate staff person, who may also be a coordinator for other federal programs, as a district liaison for homeless students. The district should fill in the blanks below with the title or position, address, email address, and phone number of the district liaison.

The Superintendent designates the following staff person as the district liaison for homeless students: (42 USC 11432)

Social Worker

445 Montezuma Street, Rio Vista, CA 94571

Contactus@rdusd.org

(707) 374-1700

CSBA NOTE: The duties of the district liaison for homeless students are listed in 42 USC 11432 and are specified below. Also see the U.S. Department of Education's (USDOE) [Non-Regulatory Guidance "Education for Homeless Children and Youths Program Non-Regulatory Guidance"](#) and the "Homeless Liaison Toolkit" developed by the National Center for Homeless Education.

The district's liaison for homeless students shall: (Education Code [48851.5](#), 48852.5; 42 USC 11432)

1. Ensure that homeless students are identified by school personnel through outreach and coordination activities with other entities and agencies
2. Ensure that homeless students are enrolled in, and have a full and equal opportunity to succeed in, district schools
3. Ensure that homeless families and children and youth have access to and receive educational services for which they are eligible, including services through Head Start and Early Head Start programs, early intervention services under Part C of the federal Individuals with Disabilities Education Act, and other preschool programs administered by the district
4. Ensure that homeless families and students receive referrals to health care services, dental services, mental health and substance abuse services, housing services, and other appropriate services
5. Inform parents/guardians of the educational and related opportunities available to their children and ensure that they are provided with meaningful opportunities to participate in the education of

their children

6. Disseminate [public](#) notice of the educational rights of homeless students in locations frequented by parents/guardians of homeless children and youth and by unaccompanied youth, including schools, [family](#) shelters, public libraries, and hunger relief agencies (soup kitchens). The rights shall be presented in a manner and form understandable to the parents/guardians of homeless students and unaccompanied youth.
7. Mediate enrollment disputes in accordance with law and the section "Resolving Enrollment Disputes" below
8. Fully inform parents/guardians of homeless students and unaccompanied youth of all transportation services, including transportation to the school of origin, and assist them in accessing transportation to the school of choice

CSBA NOTE: [P.L. 114-95 amended 42 USC 11432 to add the duties specified in items #9-10 below Pursuant to Education Code 48852.5, as amended by SB 400 \(Ch. 400, Statutes of 2021\), the California Department of Education \(CDE\) is required to provide training materials to district liaisons for homeless students for the purpose of providing required professional development and support to school personnel who provide services to homeless students.](#)

[The examples of school personnel listed below reflect CDE's 2021-22 Federal Program Monitoring Instrument.](#)

9. Ensure that school personnel providing services to homeless students, [including principals and other school leaders, attendance supervisors, teachers, enrollment personnel, and specialized instructional support personnel](#), receive professional development and other support
10. Ensure that unaccompanied youth are enrolled in school, have opportunities to meet the same challenging state academic standards established for other students, and are informed of their status as independent students under 20 USC 1087vv and that they may receive assistance from the district liaison to receive verification of their independent student status for purposes of applying for federal student aid pursuant to 20 USC 1090
11. Coordinate and collaborate with state coordinators and community and school personnel responsible for the provision of education and related services to homeless students, including the [collection and](#) provision of comprehensive data to the state coordinator as required by law

CSBA NOTE: Pursuant to Education Code 48918.1, the district liaison must be notified [at least 10 calendar days](#) before the [date of the](#) expulsion hearing for a homeless student, when the student's alleged violation does not require a mandatory recommendation for expulsion, [and may be notified for mandatory expulsions](#); see AR 5144.1 - Suspension and Expulsion/Due Process. When so notified, the district liaison is expected to assist the student and, as necessary, advocate on the student's behalf.

Furthermore, pursuant to Education Code 48915.5, if the homeless student has also been identified as an individual with a disability and the district has proposed a change of placement due to an act for which decision to recommend expulsion is discretionary, the district liaison must be invited to participate in the individualized education program (IEP) team meeting that makes a manifestation determination pursuant to the Individuals with Disabilities Education Act (20 USC 1415(k)).

In addition, when notified pursuant to Education Code 48918.1, the district liaison shall assist, facilitate, or represent a homeless student who is undergoing a disciplinary proceeding that could result in [the student's his/her](#) expulsion. When notified pursuant to Education Code 48915.5, the district liaison shall participate in an individualized education program (IEP) team meeting to make a manifestation determination regarding the behavior of a student with a disability.

CSBA NOTE: 42 USC 11432, ~~as amended by P.L. 114-95~~, requires ~~that the California Department of Education (CDE)~~ to publish a list of district liaisons on its web site. ~~The~~ CDE collects the name and contact information of district liaisons through the consolidated application process, along with information about district compliance with federal program requirements.

The Superintendent or designee shall inform homeless children and youth, their parents/guardians, school personnel, service providers, and advocates working with homeless families of the duties of the district's liaison. ~~The Superintendent or designee He/she~~ shall also provide the name and contact information of the district's liaison to the California Department of Education (CDE) for publishing on ~~the~~ CDE's web site. (42 USC 11432)

Enrollment

The district shall make placement decisions for homeless students based on the student's best interest. (42 USC 11432)

CSBA NOTE: 42 USC 11432 ~~as amended by P.L. 114-95~~, specifies factors that must be considered in determining a student's best interest, as provided below.

In determining the best interest of the student, the district shall consider student-centered factors related to the student's best interest, including factors related to the impact of mobility on achievement, education, health, and safety, giving priority to the request of the student's parent/guardian or, in the case of an unaccompanied youth, the youth. (42 USC 11432)

CSBA NOTE: The following optional paragraph presents examples of factors that may be considered in making placement decisions based on a student's "best interest," and may be revised to reflect district practice.

Such factors may include, but are not limited to, the age of the student, the distance of the commute and the impact it may have on the student's education, personal safety issues, the student's need for special instruction, the length of anticipated stay in the temporary shelter or other temporary location, likely area of future housing, school placement of siblings, and the time remaining in the school year.

However, placement decisions shall not be based on whether a homeless student lives with ~~the student's his/her~~ homeless parent/guardian or has been temporarily placed elsewhere. (42 USC 11432)

In the case of an unaccompanied youth, the ~~district~~ liaison shall assist in placement or enrollment decisions, give priority to the views of the student, and provide notice to the student of ~~his/her the right to~~ appeal ~~rights~~. (42 USC 11432)

In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in ~~the his/her~~ school of origin, unless the student's parent/guardian or the unaccompanied youth requests otherwise. (Education Code 48852.7; 42 USC 11432)

CSBA NOTE: Education Code 48852.7 and 42 USC 11432 require schools to immediately enroll homeless students as specified below. In its "Non-Regulatory Guidance Education for Homeless Children and Youths Program," the USDOE recommends that the district take steps to facilitate immediate enrollment such as accepting school records directly from families, establishing school-based immunization clinics, and training staff on the legal requirements for immediate enrollment. See AR 5111.1 - District Residency.

Once a placement decision has been made, the principal or designee shall immediately enroll the student in the school of choice. The student shall be enrolled even if ~~the studenthe/she~~ (Education Code ~~48850~~,

48852.7; 42 USC 11432)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended
2. Does not have clothing normally required by the school, such as school uniforms
3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and records of immunization and other required health records

[CSBA NOTE: P.L. 114-95 amended 42 USC 11432 to add the circumstance specified in item #4 below.](#)

4. Has missed application or enrollment deadlines during any period of homelessness

The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other required health records, the principal or designee shall [immediately](#) refer the parent/guardian to the district liaison for homeless students. The district liaison shall assist the parent/guardian, or the student if [the student he/she](#) is an unaccompanied youth, in obtaining the necessary immunizations, screenings, or records for the student. (42 USC 11432)

If the student is placed at a school other than the school of origin or [the his/her](#) school requested by [the student's his/her](#) parent/guardian or [the student, if](#) an unaccompanied youth, the Superintendent or designee shall provide the parent/guardian or the unaccompanied youth with a written explanation of the [reasons for the decision, including why placement in the student's school of origin or requested school is not in the student's best interest](#), along with a statement regarding the right to appeal the placement decision. [The written explanation shall be in a manner and form understandable to such parent/guardian or unaccompanied youth.](#) (42 USC 11432)

[At the point of any change or subsequent change in the residence of a homeless student,](#) ~~t~~The student may continue attending the student's [his/her](#) school of origin for the duration of the homelessness. (Education Code 48852.7; 42 USC 11432)

To ensure that the homeless student has the benefit of matriculating with [the student's his/her](#) peers in accordance with the established feeder patterns, the following shall apply: (Education Code 48852.7; 42 USC 11432)

1. If the student is transitioning between grade levels, [the student he/she](#) shall be allowed to continue in the same attendance area.
2. If the student is transitioning to a middle school or high school, and the school designated for matriculation is in another school district, [the student he/she](#) shall be allowed to continue to the school designated for matriculation in that district.

[CSBA NOTE: Education Code 48852.7 and 42 USC 11432 and Education Code 48852.7](#) require that homeless students who become permanently housed during the school year be allowed to remain in the school of origin for the remainder of the school year. [Additionally](#), Education Code 48852.7 allows homeless students to remain in the school of origin, or matriculate to a feeder school, even if the student is no longer homeless. The district may revise the following list to reflect the grade levels and feeder school patterns in the district.

If the student's status changes before the end of the school year so that [the student he/she](#) is no longer homeless, [the student he/she](#) shall be allowed to stay in the school of origin: (Education Code 48852.7)

1. Through the duration of the school year if [the student the/she](#) is in grades K-8
2. Through graduation if [the student the/she](#) is in high school

Resolving Enrollment Disputes

CSBA NOTE: In the event that a dispute arises over the district's decision related to student eligibility, school selection, or enrollment, the district must comply with the requirements of 42 USC 11432 and the dispute resolution process established by [the CDE](#). CDE's process is described in its, "[Homeless Education Dispute Resolution Process](#)" ~~a January 30, 2007~~ letter to districts, available on [the CDE's web site](#). ~~The CDE's~~ letter does not specify a hearing process or timelines for the district-level dispute resolution process. Thus, the district may revise the following section to reflect district practice, provided that the process is consistent with law.

If a dispute arises over student eligibility, school selection, or enrollment in a particular school, the matter shall be referred to the district liaison, who shall carry out the dispute resolution process as expeditiously as possible. (42 USC 11432)

The parent/guardian or unaccompanied youth shall be provided with a written explanation of any decisions related to eligibility, school selection, or enrollment and of the right of the parent/guardian or unaccompanied youth to appeal such decisions. (42 USC 11432)

CSBA NOTE: The following optional list should be modified to reflect district practice. In ~~its Non-Regulatory Guidance~~ its "Education for Homeless Children and Youths Program [Non-Regulatory Guidance](#)," the USDOE recommends that the written explanation contain the elements specified below. See the accompanying exhibits for a sample explanation and appeal form.

The written explanation shall include:

1. A description of the action proposed or refused by the district
2. An explanation of why the action is proposed or refused
3. A description of any other options the district considered and the reasons that any other options were rejected
4. Contact information for the district liaison and state coordinator, and a brief description of ~~tho~~[the](#) roles

The written explanation shall be complete, as brief as possible, simply stated, and provided in language that the parent/guardian or student can understand.

CSBA NOTE: The following optional paragraph is recommended in the USDOE's [Non-Regulatory Guidance](#) "Education for Homeless Children and Youths Program [Non-Regulatory Guidance](#)."

The district liaison may use an informal process as an alternative to formal dispute resolution procedures, provided that the parents/guardians or unaccompanied youth have access to the more formal process if informal resolution is not successful in resolving the matter.

CSBA NOTE: The following optional paragraph is recommended in ~~the CDE's~~ "[Homeless Education Dispute Resolution Process](#)" letter to districts. ~~January 30, 2007 CDE recommends that if the parent/guardian or unaccompanied youth is an English Learner, the native language and/or an~~

interpreter be used, and/or if additional supports are needed because of a disability, such services be made available without charge.

In working with a student's parents/guardians or unaccompanied youth to resolve an enrollment dispute, the district liaison shall:

1. Inform them that they may provide written and/or oral documentation to support their position
2. Inform them that they may seek the assistance of social services, advocates, and/or service providers in having the dispute resolved
3. Provide them a simple form that they may use and turn in to the school to initiate the dispute resolution process
4. Provide them a copy of the dispute form they submit for their records
5. Provide them the outcome of the dispute for their records

When a student's parent/guardian or an unaccompanied youth involved in the enrollment dispute is an English learner, Items #1-5 shall be provided either in the native language of the parent/guardian or unaccompanied youth or through an interpreter, and any additional support needed because of a disability of that parent/guardian or unaccompanied youth shall be made available without a charge.

If a parent/guardian or unaccompanied youth disagrees with the district liaison's enrollment decision, ~~he/she may appeal~~ the decision may be appealed to the Superintendent. The Superintendent shall make a determination within five working days.

CSBA NOTE: In its "Homeless Education Dispute Resolution Process" ~~January 30, 2007~~ letter to districts, ~~the~~ CDE describes the process for appealing a district's enrollment decision to the county office of education (COE) and ~~the~~ CDE. Upon receipt of materials describing the dispute from the district, the ~~county office~~ COE liaison will determine the school selection or enrollment decision within five working days. If the dispute remains unresolved or is appealed, the ~~county office~~ COE liaison will forward the documentation to ~~the state homeless coordinator~~ CDE's Homeless Education Program. CDE ~~who~~ will notify ~~the parent/guardian~~ all parties of the final determination of eligibility, school selection, or enrollment ~~decision~~ within five working days of receipt of the appeal.

If the parent/guardian chooses to appeal the district's placement decision, the district liaison shall forward all written documentation and related paperwork to the ~~homeless~~ liaison for homeless students at the county office of education.

CSBA NOTE: 42 USC 11432, ~~as amended by P.L. 114-95~~, provides that, during any dispute over a student's enrollment, the student must be allowed to be enrolled in the school in which enrollment is sought during the period of all appeals. 42 USC 11434a defines "enrollment" as including attendance in classes and full participation in school activities.

Pending final resolution of the dispute, including all available appeals, the student shall be immediately enrolled in the school in which enrollment is sought and shall be allowed to attend classes and participate fully in school activities. (42 USC 11432, 11434a)

Transportation

CSBA NOTE: 42 USC 11432 mandates that districts adopt policies and practices to ensure that transportation is provided to homeless students, at the request of the student's ~~or~~ parent/guardian or of the district liaison in the case of an unaccompanied youth, to and from the ~~if~~ school of origin as specified below.

In its [Non-Regulatory Guidance](#) "Education for Homeless Children and Youths Program [Non-Regulatory Guidance](#)," ~~the~~ USDOE states that the law imposes an affirmative obligation to transport homeless students, even if transportation is not provided to other students. The Guidance clarifies that, because the State of California receives funds under McKinney-Vento, all districts in California are subject to this requirement.

Federal law does not address the authorization provided by Education Code 39807.5 for the district to charge for the cost of home-to-school transportation. However, it is likely that most homeless students would be identified as indigent and would therefore be exempt from transportation costs. See AR 3250 - Transportation Fees.

The district shall provide transportation for a homeless student to and from [the student's his/her](#) school of origin when the student is residing within the district and the parent/guardian, or the district liaison in the case of an unaccompanied youth, requests that such transportation be provided. If the student moves outside of district boundaries, but continues to attend [the student's his/her](#) school of origin within this district, the Superintendent or designee shall consult with the superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)

CSBA NOTE: Education Code 48852.7 requires that the district provide transportation to a formerly homeless student with an [individualized education program IEP only if that provides](#) transportation [is as a necessary](#) related service. Education Code 48852.7 does not supersede or exceed other laws governing special education services for eligible homeless students.

The following paragraph may be revised if the district chooses to provide transportation to other formerly homeless students attending their school of origin.

The district shall not be obligated to provide transportation to students who continue attending their school of origin after they cease to be homeless, unless the formerly homeless student has an [individualized education program IEP](#) that includes transportation as a necessary related service for the student. (Education Code 48852.7)

Transfer of Coursework and Credits

CSBA NOTE: The following section is for use by districts maintaining high schools.

When a homeless student transfers into a district school, the district shall accept and issue full credit for any coursework that the student has satisfactorily completed while attending another public school, a juvenile court school, [a charter school, a school in a country other than the United States](#), or a nonpublic, nonsectarian school ~~or agency~~ and shall not require the student to retake the course. (Education Code 51225.2)

If the homeless student did not complete the entire course, [the student he/she](#) shall be issued partial credit for the coursework completed and shall be required to take the portion of the course that [the student he/she](#) did not complete at [the his/her](#) previous school. However, the district may require the student to retake the portion of the course completed if, in consultation with the holder of educational rights for the student, the district finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a homeless student in any particular course, [the student he/she](#) shall be enrolled in the same or equivalent course, if applicable, so that [the student he/she](#) may continue and complete the entire course. (Education Code 51225.2)

CSBA NOTE: Although Education Code 51225.2 requires districts to award partial credits to homeless students who transfer from school to school, there is no uniform system for calculating and awarding partial credits. A recommendation for how to award partial credit is available in the California Child Welfare Council's Partial Credit Model Policy and Practice Recommendations and should be revised to reflect district practice.

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of the district's notification of the student's transfer, as required under Education Code 49069.5.

In no event shall the district prevent a homeless student from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

Applicability of Graduation Requirements

CSBA NOTE: The following section is for use by districts maintaining high schools. Also see BP 6146.1 - High School Graduation Requirements.

To obtain a high school diploma, a homeless student shall complete all courses required by Education Code 51225.3 and fulfill any additional graduation requirements established ~~prescribed~~ by the Governing Board.

However, when a homeless student who has completed the his/her second year of high school transfers into the district from another school district or transfers between high schools within the district, the student he/she shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of the his/her fourth year of high school. Within 30 calendar days of the homeless student's transfer, the Superintendent or designee shall notify the student, the person holding the right to make educational decisions for the student, him/her and the district liaison for homeless students of the availability of the exemption and whether the student qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student is no longer homeless. (Education Code 51225.1)

To determine whether a homeless student is in the his/her third or fourth year of high school, the district shall use either the number of credits the student he/she has earned as of the date of the transfer or the length of the student's his/her school enrollment, whichever qualifies the student him/her for the exemption. (Education Code 51225.1)

The Superintendent or designee shall notify any homeless student who is granted an exemption and the person holding the right to make educational decisions for the student him/her how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

The district shall not require or request a homeless student to transfer schools in order to qualify for an exemption and no request for a transfer solely to qualify for an exemption shall be made by a homeless student, the person holding the right to make educational decisions for the student, or the district liaison on behalf of the student. (Education Code 51225.1)

If a homeless student is exempted from local graduation requirements, the exemption shall continue to apply after the student is no longer homeless or if [the student he/she](#) transfers to another school, [including a charter school](#), or school district. (Education Code 51225.1)

If the Superintendent or designee determines that a homeless student is reasonably able to complete district graduation requirements within [the his/her](#) fifth year of high school, [the Superintendent or designee he/she](#) shall: (Education Code 51225.1)

1. Inform the student and, if under 18 years of age, the person holding the right to make educational decisions for [the student, him/her](#) of the option available to the student to remain in school for a fifth year to complete the district's graduation requirements and how that will affect [the his/her](#) ability to gain admission to a postsecondary educational institution
2. Provide information to the homeless student about transfer opportunities available through the California Community Colleges
3. Upon agreement with the homeless student or with the person holding the right to make educational decisions for [the student him/her](#) if [he/she is](#) under 18 years of age, permit the student to stay in school for a fifth year to complete the district's graduation requirements

Eligibility for Extracurricular Activities

CSBA NOTE: The following paragraph is required pursuant to Education Code 48850. See BP 6145 - Extracurricular and Cocurricular Activities for additional eligibility requirements.

A homeless student who enrolls in any district school shall [be immediately deemed to meet all residency requirements have access to extracurricular and enrichment activities that are available to all students in the school, including but not limited to, ,for participation interscholastic sports administered by the California Interscholastic Federation or other extracurricular activities.](#) (Education Code 48850)

Notification, ~~and~~ Complaints, ~~and~~ Posting Requirements

Information regarding the educational rights of homeless students, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

CSBA NOTE: Education Code 51225.1 and 51225.2 provide that complaints of noncompliance with specified requirements related to the educational rights of homeless students may be filed in accordance with the uniform complaint procedures [\(UCP\)](#) specified in 5 CCR 4600-4670. As with other complaints covered under the [uniform complaint procedures UCP](#), a complainant may appeal the district's decision to ~~the~~ CDE and, if the district or CDE finds any merit in the complaint, the district must provide a remedy to the affected student. See BP/AR 1312.3 - Uniform Complaint Procedures.

Any complaint that the district has not complied with requirements regarding the education of homeless students, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

[CSBA NOTE: Education Code 48852.6, as added by AB 27, requires the district and each district school that maintains a web site to post on the district and school web sites information related to homeless students' education, as specified in the following paragraphs.](#)

[The Superintendent or designee shall ensure that a list of the district's liaison\(s\) and the contact information for such liaison\(s\), as well as specific information on homelessness, including, but not limited to, information regarding the educational rights and resources available to persons experiencing homelessness, are posted on the district's web site. \(Education Code 48852.6\)](#)

[Each district school that has a web site shall also post the contact information for the district liaison and the name and contact information of any employee or other person under contract with the school who assists the district liaison in completing the liaison's duties pursuant to 42 USC 11432. \(Education Code 48852.6\)](#)

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	Uniform complaint procedures
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 48850-48859	Education of students in foster care and students who are homeless, especially:
Ed. Code 48850	Participation of homeless students and foster youth in extracurricular activities and interscholastic sports Academic achievement of students in foster care and homeless children
Ed. Code 48851	Identification of homeless children and youths and unaccompanied youths; housing questionnaire
Ed. Code 48851.5	Local educational agency liaison for homeless children and youths
Ed. Code 48852.5	Notice of educational rights of homeless students
Ed. Code 48852.6	Web site posting of information regarding homelessness
Ed. Code 48852.7	Education of homeless students; immediate enrollment
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 48915.5	Recommended expulsion, homeless student with disabilities
Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 51225.1-51225.3	Graduation requirements
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Federal	Description
20 USC 1087vv	Free Application for Federal Student Aid; definitions
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 6311	State plan
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act

42 USC 12705

Cranston-Gonzalez National Affordable Housing Act; state and local strategies

Management Resources

California Child Welfare Council

Description

Partial Credit Model Policy and Practice Recommendations

[California Department of Education Publication](#)

[2021-22 Federal Program Monitoring Instrument, May 2021](#)

California Department of Education Publication

Homeless Education Dispute Resolution Process, [March 2020-January 30, 2007](#)

National Center for Homeless Education Publication

Homeless Liaison Toolkit, [2020](#)

U.S. Department of Education Guidance

Education for Homeless Children and Youths Program, Non-Regulatory Guidance, [August 2018](#)

[Website](#)

[California Community Colleges \(https://www.cccco.edu\)](https://www.cccco.edu)

Website

California Department of Education, Homeless Children and Youth Education

[Website](#)

[California Interscholastic Federation \(https://www.cifstate.org/landing/index\)](https://www.cifstate.org/landing/index)

[Website](#)

[California State University \(https://www.calstate.edu\)](https://www.calstate.edu)

Website

National Center for Homeless Education at SERVE

Website

National [Homelessness](#) Law Center -

[Website](#)

[University of California \(https://www.universityofcalifornia.edu\)](https://www.universityofcalifornia.edu)

Website

U.S. Department of Education - Education for Homeless Children and Youths Grants for State and Local Activities

Website

California Child Welfare Council [\(https://www.chhs.ca.gov/home/committees/california-child-welfare-council\)](https://www.chhs.ca.gov/home/committees/california-child-welfare-council)

Cross References

Code

Description

0410

Nondiscrimination In District Programs And Activities

0415

Equity

0460

Local Control And Accountability Plan

0460

Local Control And Accountability Plan

0470

COVID-19 Mitigation Plan

0500

Accountability

1113

District And School Web Sites

1113

District And School Web Sites

1113-E(1)

District And School Web Sites

1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1400	Relations Between Other Governmental Agencies And The Schools
3250	Transportation Fees
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3541	Transportation Routes And Services
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4131	Staff Development
4231	Staff Development
4331	Staff Development
5111	Admission
5111	Admission
5111.1	District Residency
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5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E(1)	Release Of Directory Information
5125.2	Withholding Grades, Diploma Or Transcripts
5132	Dress And Grooming

5132	Dress And Grooming
5141.26	Tuberculosis Testing
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.6	Parental Notifications
5145.6-E(1)	Parental Notifications
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6011	Academic Standards
6143	Courses Of Study
6143	Courses Of Study
6145	Extracurricular and Cocurricular Activities (BP and AR)
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6146.1	High School Graduation Requirements
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students

6159.3	Appointment Of Surrogate Parent For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.2	Guidance/Counseling Services
6171	Title I Programs
6171	Title I Programs
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6174	Education For English Learners
6174	Education For English Learners
6177	Summer Learning Programs
6178	Career Technical Education
6178	Career Technical Education
6179	Supplemental Instruction
6190	Evaluation Of The Instructional Program

Policy Reference UPDATE Service

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Exhibit 6173-E(1): Education For Homeless Children

Original Adopted Date: 07/01/2005 | Last Revised Date: 03/01/2022 | Last Reviewed Date: 03/01/2022

Status:
ADOPTED

**DISTRICT EXPLANATION OF DECISION
RELATED TO ELIGIBILITY, SCHOOL SELECTION, OR ENROLLMENT**

Note: The following form should be revised to reflect district practice. In its, "[Non-Regulatory Guidance](#) Education for Homeless Children and Youths Program [Non-Regulatory Guidance](#)," the U.S. Department of Education recommends that the written statement of any decision regarding a homeless student's eligibility, school selection, or enrollment include the elements specified below. See the accompanying administrative regulation.

Instructions: The following form provides notice and explanation to a student's parent/guardian or an unaccompanied youth regarding the district's decision related to student eligibility, school selection, or enrollment.

Date: _____ Name of person completing form: _____
Title: _____ Phone number: _____

In accordance with the federal McKinney-Vento Homeless Assistance Act (42 USC 11431-11435), this notification is being provided to either:

Name of parent(s)/guardian(s): _____

Name of unaccompanied student: _____

School requested: _____

District's placement decision (name of school): _____

[Description of aAction](#)(s) proposed/refused by the district related to eligibility, school selection, or enrollment, including an explanation of why the action(s) is proposed/refused:

The district's determination regarding eligibility, school selection, or enrollment was based upon the following evidence [and for the following reasons](#):

Other options ~~that~~ the district considered, if any, ~~included the following options~~ which were rejected for the following reasons:

Factors relevant to the district's decision and information related to the eligibility or best interest determination including the facts, witnesses, and evidence relied upon and their sources, if any:

You have the right to appeal this decision to the district Superintendent. To do so, contact the district's homeless liaison listed below within the next ___(insert number of days)___ days to request a Dispute Form. You may provide written or [oral/verbal](#) documentation to support your position, and may also seek the assistance of social services, advocates, and/or service providers in the dispute process. The Superintendent or designee will review all the evidence and will notify you of [the his/her](#) decision within ___(insert number of days)___ days.

If you are not satisfied with the Superintendent's decision, you may appeal to the _____(insert county name)_____ County Office of Education ([COE](#)). If you are not satisfied with the [county office's COE's](#) decision, you may then appeal to the California Department of Education ([CDE](#)). The district's homeless liaison can assist you with this appeal.

CONTACT INFORMATION:

District Liaison: The district liaison is one of the primary contacts between homeless families and school or district staff. [The liaison He/she](#) is responsible for coordinating services to ensure that homeless students enroll in school and have the opportunity to succeed academically, and mediates enrollment disputes as needed.

Name of district's homeless liaison: _____

Address: _____

[Email Address:](#) _____

Phone number: _____

County Liaison: If you appeal the district's decision to the [county office of education COE](#), the district liaison shall forward all written documentation and related paperwork to the homeless liaison at the [county office COE](#). The county liaison will review the materials and determine the eligibility, school selection, or enrollment decision within five working days of receiving the materials. ~~He/she will~~ [and](#) notify you of the decision.

Name of County Office of Education homeless liaison: _____

Address: _____

[Email Address:](#) _____

Phone number: _____

State Coordinator: If you appeal the [county office's COE's](#) decision to [the California Department of Education CDE](#), the county homeless liaison shall forward all written documentation and related paperwork to [the State Homeless Coordinator CDE's Homeless Education Program](#). The state coordinator will review the district, [county office COE](#), and parent/guardian information and will notify you of the decision within ten working days of receiving the materials.

Name of state homeless coordinator: _____

Address: _____

[Email Address:](#) _____

Phone number: _____

RIGHTS:

Pending the final resolution of this dispute, including the period of all appeals, the student has the right to immediately enroll in the school requested and to participate fully in school activities at that school.

Exhibit 6173-E(2): Education For Homeless Children

Original Adopted Date: 07/01/2005 | Last Revised Date: 03/2022 | Last Reviewed Date: 03/2022

Status:
ADOPTED

DISPUTE FORM

Instructions: This form is to be completed by a parent/guardian or student when a dispute regarding enrollment has arisen. As an alternative to completing this form, the information on this form may be shared [orally/verbally](#) with the district's liaison for homeless students.

Date submitted: _____

Student's name: _____

Name of person completing form: _____

Relation to student: _____

Address: _____

[Email address:](#) _____

Phone number: _____

Name of school requested: _____

I wish to appeal the eligibility, school selection, or enrollment decision made by:

District liaison District Superintendent County office of education liaison

Reason for the appeal: You may include an explanation to support your appeal in this space or provide your explanation [orally/verbally](#).

I have been provided with:

- A written explanation of the district's decision
- Contact information for the district's homeless liaison
- Contact information for the county office of education's homeless liaison
- Contact information for the state homeless coordinator
- [A copy of this dispute form](#)

Policy Reference UPDATE Service

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Bylaw 9322: Agenda/Meeting Materials

Status: ADOPTED

Original Adopted Date: 03/01/2008 | Last Revised Date: 03/2022 | Last Reviewed Date: 03/2022

Agenda Content

Governing Board meeting agendas shall reflect the district's vision and goals and the Board's focus on student learning [and well-being](#).

CSBA NOTE: Government Code 54954.2 requires Governing Board meeting agendas to briefly describe each item to be discussed, including closed session items, and states that a brief general description of an item generally need not exceed 20 words. For information regarding the different types of meetings and meeting location requirements, [including teleconferenced meetings](#), see BB 9320 - Meetings and Notices. For agenda requirements regarding closed session agenda items, see BB 9321 - Closed Session Purposes and Agendas.

Each agenda shall state the meeting time and [locationplace](#) and shall briefly describe each [business](#) item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. However, the agenda need not provide an opportunity for public comment when the agenda item has previously been considered at an open meeting [by of](#) a committee comprised exclusively of Board members, provided that members of the public were afforded an opportunity to comment on the item, [before or during the committee's consideration of the item, at that meeting](#) and ~~that~~ the item has not been substantially changed since the committee considered it. (Government Code 54954.3)

The agenda for a regular Board meeting shall also provide members of the public an opportunity to provide comment on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (Education Code 35145.5; Government Code 54954.3)

CSBA NOTE: Pursuant to Government Code 54957.5, the agenda for a regular meeting must include the address of the location where the public can inspect any materials that are related to an open session item and are distributed to the Board less than 72 hours before that meeting. See section below entitled "Agenda Dissemination to Members of the Public."

Each agenda for a regular meeting shall list the address designated by the Superintendent or designee for public inspection of documents related to an open session item that have been distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)

CSBA NOTE: Government Code 54954.2 requires that the agenda include information regarding how, when, and to whom a request for a disability-related accommodation or modification may be made. See BB 9320 - Meetings and Notices. The following paragraph should be modified to reflect district practice as to when and to whom such a request should be made.

The agenda shall include information regarding how, when, and to whom a request [for should be made if an individual requires](#) disability-related accommodations or modifications, including auxiliary aids and

services, [may be made by an individual who requires accommodations or modifications](#) in order to participate in the Board meeting. (Government Code 54954.2)

Agenda Preparation

The Board president and the Superintendent, as secretary to the Board, shall work together to develop the agenda for each regular and special meeting.

CSBA NOTE: Education Code 35145.5 mandates that the Board adopt reasonable regulations to ensure that members of the public can place matters directly related to district business on Board meeting agendas. The following paragraph, including the timeline, should be revised to reflect district practice. Districts are free to establish their own timeline for placing an item on the agenda, taking into account staff time and resources, as long as the established timeline is a reasonable one. In *Caldwell v. Roseville Joint Union High School District*, a federal district court upheld a district bylaw requiring members of the public to submit a written request in order to place items on a meeting agenda. The [case involved an alleged violation of the plaintiff's](#) ~~had alleged that his~~ First Amendment rights ~~were violated~~ when the district did not place ~~his~~ an item on the agenda in response to ~~his~~ [the plaintiff's](#) oral request because the district disagreed with [the plaintiff's](#) religious beliefs. However, the court held that the district's bylaw requiring that requests first be made in writing was content-neutral and thus a reasonable restriction.

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be submitted in writing to the Superintendent or designee with supporting documents and information, if any, at least one week before the scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

CSBA NOTE: In *Mooney v. Garcia*, a California appeals court reaffirmed the board's discretion in determining whether an agenda item is related to school district matters.

The Board president and Superintendent shall decide whether a request from a member of the public is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing the item on the agenda, the Board president and Superintendent shall determine if the item is merely a request for information ~~or whether the issue is covered by an existing policy or administrative regulation, and if so, respond accordingly.~~

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

If the Board president and Superintendent deny a request from a Board member to place an item on the agenda, the Board member may request the Board to take action to determine whether the item shall be placed on the agenda.

The Board president and Superintendent shall also decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote or an information item that does not require immediate action.

CSBA NOTE: The following optional paragraph is for boards that use the consent agenda or calendar to take action on matters of a routine nature for which discussion may not be necessary. It is important for such boards to limit the use of the consent agenda to noncontroversial matters and to establish rules that help ensure that any use of the consent agenda does not reduce transparency in the board's conduct of district business or result in violation of the open meeting laws. In addition, boards should be

aware that, by law, certain items may not be placed on the consent agenda. For example, pursuant to Government Code 54960.2, a board's decision to approve or rescind its unconditional commitment to refrain from taking certain actions in violation of the Brown Act must be made as a separate item and not on the consent agenda. See BB 9323.2 - Actions by the Board.

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval. When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a regular agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item unless such item that has ~~not~~ been previously considered at an open meeting of a committee comprised exclusively of Board members. (Government Code 54954.3)

Any Board action that involves borrowing \$100,000 or more shall be discussed, considered, and deliberated upon as a separate item of business on the meeting agenda. (Government Code 53635.7)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

Agenda Dissemination to Board Members

CSBA NOTE: The following section is optional and should be modified to reflect district practice. Pursuant to Government Code 6252.7, when the Board, in the conduct of its duties, is authorized by law to access any writing of the Board or district, including agenda and supporting documents, the district is prohibited from discriminating between or among Board members as to when and which writing records will be made available.

CSBA's GAMUT Meetings, an electronic board meeting agenda service for use by districts, county offices of education, and the public allows development of and access to Board meeting agendas, supporting documents, and minutes from any computer that has Internet access. Further information can be found on CSBA's web site.

At least 72 hours before each regular meeting, each Board member shall be provided a copy of the agenda and agenda packet, including the Superintendent or designee's report; minutes to be approved; copies of communications; reports from committees, staff, and others; and other available supporting documents pertinent to the meeting.

When special meetings are called, Board members shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted. (Government Code 54956)

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to ask questions and/or request additional information on agenda items. However, a majority of Board members shall not, outside of a noticed meeting, directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

Agenda Dissemination to Members of the Public

Any agenda and related materials distributed to the Board shall be made available to the public upon request without delay. Only those documents which are disclosable public records under the Public

Records Act ([PRA](#)) and which relate to an agenda item scheduled for the open session portion of a regular meeting shall be made available to the public. (Government Code 54957.5)

CSBA NOTE: Pursuant to Government Code 54954.2, the agenda for a regular meeting of the Board must be posted at least 72 hours prior to the meeting on the district's web site, if it has one, and at a location that is freely accessible to the public. The Attorney General has determined in 78 Ops.Cal.Atty.Gen. 327 (1995) that weekend hours may be counted as part of the 72-hour period for posting of the agenda prior to a regular meeting. In the same opinion, the Attorney General found that the term "freely accessible" requires that the agenda be posted in a location where it can be read by the public at any time, including evening hours, during the 72 hours immediately preceding the meeting. Also see BB 9320 - Meetings and Notices.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code 54954.2)

CSBA NOTE: Government Code 54954.2 requires that the agenda for any meeting occurring on or after January 1, 2019, be posted on the homepage of the district web site, if it has one, in accordance with law. Districts that use an integrated agenda management platform, such as CSBA's GAMUT Meetings, may provide a [direct link on the homepage of the district's web site](#) to access agendas posted on the platform. Pursuant to Government Code 54954.2, the link must not be solely accessible through a contextual menu, and the agenda must be posted in a format which is retrievable, downloadable, indexable, electronically searchable by commonly used Internet search applications, [available to the public free of charge](#), and without any restriction that would impede the reuse or redistribution of the agenda.

The Attorney General has opined [in 99 Ops. Cal. Atty. Gen. 11 \(2016\)](#) that the Brown Act regular meeting online agenda posting provision contained within Government Code 54954.2 is not necessarily violated when a local agency's web site experiences technical difficulties that cause the agenda to become inaccessible to the public for a portion of the 72 hours that precede the scheduled meeting. If the local agency has otherwise substantially complied with the Brown Act agenda posting requirements, the legislative body may lawfully hold its regular meeting as scheduled.

In addition, the Superintendent or designee shall post the agenda on the homepage of the district web site. The posted agenda shall be accessible through a prominent direct link to the current agenda or to the district's agenda management platform in accordance with Government Code 54954.2. When the district utilizes an integrated agenda management platform, the link to that platform shall take the user directly to the web site with the district's agendas, and the current agenda shall be the first available. (Government Code 54954.2)

If a document which relates to an open session agenda item of a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the document available for public inspection at a designated location at the same time the document is distributed to all or a majority of the Board. (Government Code 54957.5)

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)

[CSBA NOTE: The following paragraph is for districts that have a web site and should be deleted by districts that do not have a web site. Pursuant to Government Code 54954.1, as amended by SB 274 \(Ch. 763, Statutes of 2021\), any district with a web site is required to email a copy of, or a web site link](#)

[to, the agenda or a copy of all the documents constituting the agenda packet if a person requests that such items be delivered by email, as specified below.](#)

[The Superintendent or designee shall email a copy of, or a web site link to, the agenda or a copy of all the documents constituting the agenda packet to any person who requests such items to be delivered by email. If the Superintendent or designee determines that it is technologically infeasible to do so, a copy of the agenda or a web site link to the agenda and a copy of all other documents constituting the agenda packet shall be sent to the person who has made the request in accordance with mailing requirements specified in law. \(Government Code 54954.1\)](#)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

CSBA NOTE: The following optional paragraph is for use by districts that charge a fee for mailing the agenda or agenda packet. Government Code 54954.1 authorizes districts to charge a fee for mailing the agenda or agenda packet as long as the fee does not exceed the cost of providing the service. Pursuant to Government Code 54957.5, a surcharge may not be imposed for providing the agenda and other public record documents in alternative formats to persons with disabilities.

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

Any document prepared by the district or Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any document prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the [Public Records Act PRA](#). (Government Code 54957.5)

CSBA NOTE: Pursuant to Government Code 54954.1, upon request, the agenda and supporting documentation must be made available in appropriate alternative formats to persons with a disability, as required under the Americans with Disabilities Act (42 USC 12132). Examples of alternative formats, also referred to as "auxiliary aids and services," are listed in 28 CFR 36.303 and include accessible electronic and information technology, audio recordings, or Braille materials.

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

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
Ed. Code 35144	Special meeting
Ed. Code 35145	Public meetings
Ed. Code 49061	Student records; definitions
Ed. Code 49073.2	Meeting minutes; directory or personal information
Gov. Code 53635.7	Separate item of business for borrowing of \$100,000 or more

Gov. Code 54954.1	Request for copy of agenda or agenda packet by member of public Mailed notice to property owners
Gov. Code 54954.2	Agenda posting requirements, board actions
Gov. Code 54954.3	Opportunity for public to address legislative body
Gov. Code 54954.5	Closed session item descriptions
Gov. Code 54956.5	Emergency meetings
Gov. Code 54957.5	Public records
Gov. Code 54960.2	Challenging board actions; cease and desist
Gov. Code 6250-6270	California Public Records Act
Gov. Code 95000-9500429	California Early Intervention Services Act

Federal

28 CFR 35.160	Description Effective communications
28 CFR 36.303	Auxiliary aids and services
42 USC 12101-12213	Americans with Disabilities Act

Management Resources

Attorney General Opinion	Description 99 Ops. Cal. Atty. Gen. 11 (2016)
Attorney General Opinion	78 Ops. Cal. Atty. Gen. 327 (1995)
Attorney General Publication	The Brown Act: Open Meetings for Legislative Bodies, rev. 2003
Court Decision	Caldwell v. Roseville Joint Union High School District, (2007) U.S. Dist. LEXIS 66318
Court Decision	Mooney v. Garcia, (2012) 207 Cal.App.4th 229
CSBA Publication	Call to Order: A Blueprint for Great Board Meetings, 20185
CSBA Publication	The Brown Act: School Boards and Open Meeting Laws, rev. 20194

[Website](#)

Website	CSBA (https://www.csba.org/gamut) California Attorney General's Office
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Cross References

Code	Description
0000	Vision
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
1100	Communication With The Public
1112	Media Relations
1113	District And School Web Sites

1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2-E(1)	Complaints Concerning Instructional Materials
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
2210	Administrative Discretion Regarding Board Policy
3100	Budget
3100	Budget
3312	Contracts
3320	Claims And Actions Against The District
3320	Claims And Actions Against The District
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
4312.1	Contracts
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
9012	Board Member Electronic Communications

9121	President
9122	Secretary
9130	Board Committees
9150	Student Board Members
9200	Limits Of Board Member Authority
9310	Board Policies
9320	Meetings And Notices
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9321	Closed Session
9323	Meeting Conduct
9323.2-E(1)	Actions By The Board
9323.2-E(2)	Actions By The Board
9323.2	Actions By The Board
9324	Minutes and Recordings (BB)

Policy Reference UPDATE Service

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: May 10, 2022

Attachments: X

Item Number: 12

From: Tammy Busch, Chief Business Officer

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

SUBJECT:

Request to Approve the Final Reading of Regulation 1330, Use of School Facilities

BACKGROUND:

Changes in legislation and amendments to laws lead to necessary/mandated changes in District Board Policy 1330 and the exhibit.

STATUS:

Attached Board Policy 1330 with exhibit for rules and regulations for Use of School Facilities, which were approved for first reading at the April 12, 2022 Board meeting. It is being submitted for a second and final reading and approval.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

Community members

COST AND FUNDING SOURCES: NOT APPLICABLE: N/A

RECOMMENDATION:

That the Board approves the Second and Final Reading of Board Policy 1330 and the exhibit Use of School Facilities

Time allocated: 3 minutes

Regulation 1330: Use Of School Facilities

Status: ADOPTED

Original Adopted Date: 10/09/2018

Application for Use of Facilities

Any person applying for the use of any school facilities or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

Persons or organizations applying for the use of school facilities or grounds shall submit a facilities use statement indicating that they uphold the state and federal constitutions and do not intend to use school premises or facilities to commit unlawful acts.

Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 32282, 38131)

1. Public, literary, scientific, recreational, educational, or public agency meetings
2. The discussion of matters of general or public interest
3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization
4. Child care programs to provide supervision and activities for children of preschool and elementary school age
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/ After School Programs)
(cf. 5148.3 - Preschool/ Early Childhood Education)
5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies
6. Supervised recreational activities, including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youth may participate regardless of religious belief or denomination
7. A community youth center
8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare
(cf. 0450 - Comprehensive Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

A veterans' organization means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)

10. Other purposes deemed appropriate by the Board of Trustees

Restrictions

School facilities or grounds shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law
2. Any use which is inconsistent with the use of school facilities for school purposes or which interferes with the regular conduct of school or school work
3. Any use which involves the possession, consumption, or sale of drugs or any restricted substances, including tobacco

(cf. 3513.3 - Tobacco-Free Schools)

4. Any use which involves the possession, consumption, or sale of alcoholic beverages, except for special events approved by the Superintendent or designee pursuant to Business and Professions Code 25608 which are covered by a special event permit pursuant to Division 9 of the Business and Professions Code and which will occur at a time when pupils are not on the grounds. Any such use of school facilities shall be subject to any limitations that may be necessary to reduce risks to the district and ensure the safety of participants, as determined by the Superintendent or designee. Applicable limitations shall be clearly stated in the facility use agreement to be signed by the user's representative.

The district may exclude certain school facilities from nonschool use for safety or security reasons.

Damage and Liability

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damage caused by the activity. The district may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds. (Education Code 38134)

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence when using school facilities. (Education Code 38134)

As permitted, the Superintendent or designee may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facilities being used.

(cf. 3515.21 - Unmanned Aircraft Systems (Drones))

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
5 CCR 14037-14042

Description
Proportionate direct costs for use of school facilities and

	grounds
Bus. Code 25608	Alcohol on school property; use in connection with instruction
Ed. Code 10900-10914.5	Community recreation programs
Ed. Code 32282	School safety plans
Ed. Code 37220	School holidays
Ed. Code 38130-38138	Civic Center Act, use of school property for public purposes
Elec. Code 12283	Polling places: schools
Gov. Code 54950-54963	The Ralph M. Brown Act
M&V Code 1800	Definitions
Federal	Description
20 USC 7905	Equal access to public school facilities
40 CFR 141.1-141.723	Drinking water standards
Management Resources	Description
Attorney General Opinion	79 Ops.Cal.Atty.Gen. 248 (1996)
Attorney General Opinion	82 Ops.Cal.Atty.Gen. 90 (1999)
Court Decision	Ellis v. Board of Education, (1945) 27 Cal.2d 322
Court Decision	Good News Club v. Milford Central School, (2001) 533 U.S. 98
Court Decision	Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384
Court Decision	ACLU v. Board of Education of Los Angeles, (1961) 55 Cal.2d 167
Court Decision	Cole v. Richardson, (1972) 405 U.S. 676
Court Decision	Connell v. Higgenbotham, (1971) 403 U.S. 207
CSBA Publication	Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009
CSBA Publication	Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010
Website	California Department of Education
Website	CSBA

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0470	COVID-19 Mitigation Plan

1000	<u>Concepts And Roles</u>
1160	<u>Political Processes</u>
1230	<u>School-Connected Organizations</u>
1230	<u>School-Connected Organizations</u>
1325	<u>Advertising And Promotion</u>
1330.1	<u>Joint Use Agreements</u>
1400	<u>Relations Between Other Governmental Agencies And The Schools</u>
3280	<u>Sale Or Lease Of District-Owned Real Property</u>
3280	<u>Sale Or Lease Of District-Owned Real Property</u>
3513.3	<u>Tobacco-Free Schools</u>
3513.3	<u>Tobacco-Free Schools</u>
3513.4	<u>Drug And Alcohol Free Schools</u>
3515.2	<u>Disruptions</u>
3515.2	<u>Disruptions</u>
3515.21	<u>Unmanned Aircraft Systems (Drones)</u>
3516	<u>Emergencies And Disaster Preparedness Plan</u>
3516	<u>Emergencies And Disaster Preparedness Plan</u>
3530	<u>Risk Management/ Insurance</u>
3530	<u>Risk Management/ Insurance</u>
4119.25	<u>Political Activities Of Employees</u>
4119.25	<u>Political Activities Of Employees</u>
4219.25	<u>Political Activities Of Employees</u>
4219.25	<u>Political Activities Of Employees</u>
4319.25	<u>Political Activities Of Employees</u>
4319.25	<u>Political Activities Of Employees</u>
5148.2	<u>Before/ After School Programs</u>
5148.2	<u>Before/ After School Programs</u>
5148.3	<u>Preschool/ Early Childhood Education</u>
5148.3	<u>Preschool/ Early Childhood Education</u>
6111	<u>School Calendar</u>
6115	<u>Ceremonies And Observances</u>
6115	<u>Ceremonies And Observances</u>
6141.2	<u>Recognition Of Religious Beliefs And Customs</u>
6141.2	<u>Recognition Of Religious Beliefs And Customs</u>

6145	<u>Extracurricular And Cocurricular Activities</u>
6145	<u>Extracurricular And Cocurricular Activities</u>
6145.5	<u>Student Organizations And Equal Access</u>
6145.5	<u>Student Organizations And Equal Access</u>
7160	<u>Charter School Facilities</u>
7160	<u>Charter School Facilities</u>
9320	<u>Meetings And Notices</u>

Noun: **Pupil**

plural noun: **pupils**

1. a student in school.

Is a pupil a student?

1. Pupil, disciple, scholar, student refer to **a person who is studying, usually in a school.** A pupil is one under the close supervision of a teacher, either because of youth or of specialization in some branch of study: a grade-school pupil; the pupil of a famous musician.

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: May 10, 2022

Attachments: X

Item Number: 13

From: Tammy Busch, Chief Business Officer

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

SUBJECT:

Request to Approve Second and Final Reading Application for Use of School Facilities Permit and Fee Schedule

BACKGROUND:

It was necessary to make changes to the Application for School Facilities Permit as well as updating the Use of Facilities Fee Scheduled as it has not been updated since 2005.

STATUS:

Attached is the Application for School Facilities Permit as well as the updated Use of Facilities Fee Schedule, which were approved for first reading at the April 12, 2022 Board meeting. Both are being submitted for a second and final reading and approval.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

Community members

COST AND FUNDING SOURCES: NOT APPLICABLE: N/A

RECOMMENDATION:

That the Board approves the Second and Final Reading of the Application for School Facilities Permit as well as updating the Use of Facilities Fee Scheduled as presented.

Time allocated: 3 minutes

Policy 1330: Use Of School Facilities

Status: DRAFT

Original Adopted Date: 10/09/2018 | **Last Revised Date:** Pending

The Governing Board believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

The Superintendent or designee shall give priority to school-related activities in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities
2. Preserve order in school facilities and on school grounds and protect school facilities, designating a person to supervise this task, if necessary
3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities or grounds on those days on which district schools are closed. (Education Code 37220)

There shall be no advertising on school facilities and grounds except as allowed by district policy specified in BP 1325 - Advertising and Promotion.

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the district and the community.

Fees

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041. (5 CCR 14041)

The Board authorizes the use of school facilities or grounds without charge to school-related organizations whose activities are directly related to or for the benefit of district schools. All other groups requesting the use of school facilities under the Civic Center Act shall be charged an amount not exceeding direct costs determined in accordance with 5 CCR 14037-14041.

Additionally, when any use of school facilities or grounds is for religious services, the district shall charge an amount at least equal to the district's direct costs. (Education Code 38134)

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

Calculating Direct Costs

Direct costs to be charged for community use of each, or each type of, school facility or grounds shall be calculated in accordance with 5 CCR 14038 and may reflect the community's proportionate share of the following costs: (Education Code 38134; 5 CCR 14038-14041)

1. Capital direct costs calculated in accordance with 5 CCR 14039, including the estimated costs of maintenance, repair, restoration, and refurbishment of non-classroom space school facilities or grounds
2. Operational direct costs calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services performed by district employees and/or contracted workers, and salaries and benefits paid to district employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and grounds

Direct cost fees shall not be discounted to any group or organization except when the discount is specifically authorized in the adopted fee schedule. (5 CCR 14041)

Expending Funds Collected as Capital Direct Costs

Any funds collected as capital direct costs shall be deposited into a special fund to be used only for capital maintenance, repair, restoration, and refurbishment of school facilities and grounds. (5 CCR 14042)

Use of School Facility as Polling Place

The Board may authorize the use of school buildings as polling places on any election day, and may also authorize the use of school buildings, without cost, for the storage of voting machines and other vote-tabulating devices. However, if a city or county elections official specifically requests the use of a school building as a polling place, the Board shall allow its use for such purpose. If school will be in session, the Superintendent or designee shall identify to elections officials the specific areas of the school buildings not occupied by school activities that will be allowed for use as polling places. (Elections Code 12283)

When a school is used as a polling place, the Superintendent or designee shall provide the elections official a site with an adequate amount of space that will allow the precinct board to perform its duties in a manner that will not impede, interfere, or interrupt the normal process of voting and shall make a telephone line for Internet access available for use by local elections officials if so requested. He/she shall make a reasonable effort to ensure that the site is accessible to persons with disabilities. (Elections Code 12283)

The Superintendent or designee shall establish procedures to ensure student safety and minimize disruptions whenever school is in session while the facilities are being used as a polling place.

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 14037-14042	Proportionate direct costs for use of school facilities and grounds
Bus. Code 25608	Alcohol on school property; use in connection with instruction
Ed. Code 10900-10914.5	Community recreation programs
Ed. Code 32282	School safety plans
Ed. Code 37220	School holidays
Ed. Code 38130-38138	Civic Center Act, use of school property for public purposes
Elec. Code 12283	Polling places: schools
Gov. Code 54950-54963	The Ralph M. Brown Act
M&V Code 1800	Definitions
Federal	Description
20 USC 7905	Equal access to public school facilities
40 CFR 141.1-141.723	Drinking water standards
Management Resources	Description
Attorney General Opinion	79 Ops.Cal.Atty.Gen. 248 (1996)
Attorney General Opinion	82 Ops.Cal.Atty.Gen. 90 (1999)
Court Decision	Ellis v. Board of Education, (1945) 27 Cal.2d 322
Court Decision	Good News Club v. Milford Central School, (2001) 533 U.S. 98
Court Decision	Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384
Court Decision	ACLU v. Board of Education of Los Angeles, (1961) 55 Cal .2d 167
Court Decision	Cole v. Richardson, (1972) 405 U.S. 676
Court Decision	Connell v. Higgenbotham, (1971) 403 U.S. 207
CSBA Publication	Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009
CSBA Publication	Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010
Website	California Department of Education
Website	CSBA

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities

0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0470	COVID-19 Mitigation Plan
1000	Concepts And Roles
1160	Political Processes
1230	School-Connected Organizations
1230	School-Connected Organizations
1325	Advertising And Promotion
1330.1	Joint Use Agreements
1400	Relations Between Other Governmental Agencies And The Schools
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
3515.2	Disruptions
3515.2	Disruptions
3515.21	Unmanned Aircraft Systems (Drones)
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6111	School Calendar
6115	Ceremonies And Observances

6115	<u>Ceremonies And Observances</u>
6141.2	<u>Recognition Of Religious Beliefs And Customs</u>
6141.2	<u>Recognition Of Religious Beliefs And Customs</u>
6145	<u>Extracurricular And Cocurricular Activities</u>
6145	<u>Extracurricular And Cocurricular Activities</u>
6145.5	<u>Student Organizations And Equal Access</u>
6145.5	<u>Student Organizations And Equal Access</u>
7160	<u>Charter School Facilities</u>
7160	<u>Charter School Facilities</u>
9320	<u>Meetings And Notices</u>

River Delta Unified School District
Application for Use of School Facilities Permit
2 Week Notice Required

Check List

An application will not be considered complete without the submittal of all applicable items.
Please be prepared to submit all items listed below at the time of application.

- Facilities Use Application Form** submitted two (2) weeks prior to the date of use – all areas must be completed
- Insurance** – Certificate of Insurance and an Additional Endorsement, naming the River Delta School District, its officers, employees, agents, and volunteers as Additional Insured in the amount of \$1,000,000 per occurrence.
 - Certificate already on file
- Food Sales** – The organization responsible for a community event at which food/beverages are sold/donated shall obtain an Environmental Health Permit. The organization is cooking, prepping and serving food from a district cafeteria for a community event shall have a person who is ServSafe certified at the event or will be charged for a district employee cafeteria staff member who is ServSafe certified.
- Alcohol Sales** – The organization responsible for a community event at which alcohol is being served will obtain or hire services licensed by the California Department of Alcoholic Beverage Control (ABC).
 - Attached should also be the security company that has been hired with alcoholic beverages being served.
- \$100 Security deposit** – This will be applied towards facility use fee(s) as applicable.

River Delta Unified School District
 Application for Use of School Facilities Permit
 2 Week Notice Required

YOU MUST HAVE THE PERMIT WITH YOU ON THE DAY OF THE EVENT

Date of Application _____

Name of Organization _____

Authorized Agent or Individual Applicant Name and Title _____

Billing Address _____

Non-Profit ID#: _____ Telephone: _____ Email Address: _____

Person in charge of event, if different from authorized agent _____

Cell Number: _____ Email Address: _____

School Site Requested: _____

Purpose of meeting or activity _____

Estimated Attendance _____ Admission Charged? _____ Yes _____ No If yes, Amount \$ _____

If yes, will the net proceeds be expended for the welfare of pupils of RDUSD or for charitable purposes to benefit District residents? _____ Yes _____ No

Will Alcohol be served? _____ Yes _____ No Will Alcohol be sold? _____ Yes _____ No

This organization is (profit)/ (non-profit), and (youth exclusive)/(Non-youth exclusive)

Start Date	End Date	Day(s) of the Week	Start Time	End Time

Facility to Be Used

- Classroom # _____
- Cafeteria
- Kitchen
- Library
- Athletic Field
- Multipurpose Room
- Playground
- Parking Lot
- Restrooms

Equipment Requested

- PA system
- Chairs # _____
- Tables # _____
- Benches # _____
- Kitchen Equipment: _____

Required Certification: Applicant(s)/Permittee(s) hereby certifies that they are an "authorized person" of the permittee organization. Permittee further agrees that in addition to the liability of the organization, the signatory individual of the Permittee agrees to also be jointly and personally liable for all costs and liabilities as outlined on the form the Facilities Use Information Sheet.

Required Hold Harmless and Indemnification: I _____ and _____ (names of signatory individual and organization, permittee) agree to both personal and joint liability as an organization to indemnify, hold harmless and defend the River Delta Unified School District (District) and each of its officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability including but not limited to personal or bodily injury, death at any time and property damage) incurred by the District, the Permittee or any other person and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the permit or the use of this facility (Code 38134). The Permittee's obligations under the preceding sentence shall apply regardless of whether the District or any of its officers, officials employees, volunteers or agents are negligent, but shall not apply to any loss, liability fines, penalties, forfeitures, cost or damages caused solely by the willful misconduct of the District.

ACKNOWLEDGEMENT AND AGREEMENT: I have read the above and the Facilities Use Information Sheet and agree to the terms.

Applicant/Permittee Signature: _____ Date: _____

DISTRICT USE ONLY

Site Administrator _____ Date _____ Approved _____ Denied _____

Director, Facilities _____ Date _____ Approved _____ Denied _____

Chief Business Officer _____ Date _____ Approved _____ Denied _____

Application Fee(s):

Security Deposit Amount \$ _____ Date Received _____

Facilities amount to be charged \$ _____ Invoice Date _____ Received _____

Assigned Personnel time to be charged \$ _____ Invoice Date _____ Received _____

River Delta Unified School District

In-House

5 day Notice Required

Date of Application _____

Authorized Agent or Individual Applicant Name and Title _____

Telephone: _____ Email Address: _____

Person in charge of event, if different from authorized agent _____

Cell Number: _____ Email Address: _____

School Site Requested: _____

Purpose of meeting or activity _____

Estimated Attendance _____ Admission Charged? _____ Yes _____ No _____ If yes, Amount \$ _____

If yes, will the net proceeds be expended for the welfare of pupils of RDUUSD or for charitable purposes to benefit District residents? _____ Yes _____ No

Start Date	End Date	Day(s) of the Week	Start Time	End Time

Facility to Be Used

- Classroom # _____
- Cafeteria
- Kitchen
- Library
- Athletic Field
- Multipurpose Room
- Playground
- Parking Lot
- Restrooms

Equipment Requested

- PA system
- Chairs # _____
- Tables # _____
- Benches # _____
- Kitchen Equipment: _____

DISTRICT USE ONLY

Site Administrator _____ Date _____ Approved _____ Denied _____

Director, Facilities _____ Date _____ Approved _____ Denied _____

Chief Business Officer _____ Date _____ Approved _____ Denied _____

Assigned Personnel time to be charged \$ _____ Invoice Date _____ Received _____

River Delta Unified School District

Use of School District Facilities – Rental Fee Schedule 2022/23

***Use Fees DO NOT include Personnel Fees (If required) ***

Facility Use Fees for Rooms/Conference/Kitchens/theaters – Two (2) hour minimum

Facility/Room Type	Group 1 Free Use <i>Per Hour</i>	Group 2 Local Youth Sports <i>Per Hour</i>	Group 3 Direct Costs- Local Users <i>Per Hour</i>	Group 4 Commercial For Profit activities <i>Per Hour</i>
Multi-Purpose Rooms	\$0	\$35	\$80	\$80
Classrooms	\$0	\$20	\$40	\$40
Kitchen Use	\$0	\$30	\$80	\$80
Courtland Auditorium	\$0	\$45	\$100	\$100
Amphitheatre	\$0	\$45	\$80	\$80
RVHS Auditorium	\$0	\$45	\$100	\$100
DH White Auditorium	\$0	\$45	\$100	\$100

Facility Use Fees for Sports/Other – Two (2) hour minimum

Facility/Room Type	Group 1 Free Use <i>Per Hour</i>	Group 2 Local Youth Sports <i>Per Hour</i>	Group 3 Direct Costs- Local Users <i>Per Hour</i>	Group 4 Commercial For Profit activities <i>Per Hour</i>
Parking Lot Only	\$0	\$15	\$30	\$30
Restrooms Only	\$0	\$20	\$40	\$40
Gymnasium	\$0	\$40	\$80	\$80
Playground	\$0	\$15	\$30	\$30
Tennis Courts	\$0	\$20	\$30	\$30
Softball/Baseball Fields	\$0	\$30	\$60	\$60
Football field without lights	\$0	\$50	\$100	\$100
Football field with lights	\$0	\$80	\$160	\$160
Gym with use of locker rooms	\$0	\$25	\$50	\$50
Other outdoor areas	\$0	\$15	\$30	\$30

Hourly Rates for Personnel Charges are based on current CSEA contract – Two (2) hour minimum

Type of Employee	Overtime due to regular schedule impact	Unscheduled Hours and Saturdays	Sundays and Holidays
Custodian	\$35.47 Per Hour	\$35.47 Per Hour	\$47.29 Per Hour
Maintenance	\$35.47 Per Hour	\$35.47 Per Hour	\$47.29 Per Hour
Food Service Worker	\$31.04 Per Hour	\$31.04 Per Hour	\$41.39 Per Hour

Facility Use Rules, Regulations, and Fee Schedule

Classification 1 (Group 1) –

The Board authorizes the use of facilities or grounds without charge to school-related organizations whose activities are directly related to or for the benefit of district schools. Overtime rate will be charged for custodial rate for a minimum of two (2) hours. These groups include, but are not limited to:

- Boy Scouts, Girl Scouts
- Community advisory councils
- 4-H
- Other similar groups at the discretion of district administration

Classification 2 (Group 2) –

The Board shall charge direct costs for the use of school facilities or grounds under its control for activities of nonprofit organizations and clubs or associations, which promote youth, and school activities. Overtime rate will be charged for custodial rate for a minimum of two (2) hours. The following are examples of users that fall in this category, but not limited to:

- Charitable fund-raising activities
- Youth sports leagues
- Other similar groups at the discretion of district administration

Classification 2 (Group 2) –

The Board shall charge fair rental value for the use of school facilities or grounds under its control for which admission is charged and whose sole purpose is profit making, private or personal use by an individual or group.

Rules and Regulations

- Permission will be granted for the use of specific rooms or grounds, and it shall be the responsibility of the organization to that school property is not damaged or destroyed.
- If any group's activity results in the destruction of school property or personal injury, the group shall be responsible for such injury or damage and will be charged an amount necessary to repair the damages, and further use of facilities may be denied.
- Any group granted the use of the school facilities shall not use them for any purpose not specified in the permit for use.
- Cancellations of requests for the use of facilities must be made not less than twenty-four (24) hours in advance.
- Facilities must be always under the supervision of a responsible adult.
- Permission for the use of buildings and facilities may be revoked by the administration whenever the use may interfere with school activities or whenever there has been a violation of regulations or abuse of building or facilities.
- The using group will return the facility to its original arrangement and condition before leaving the building.
- School Principals retain the right to move users to other similar spaces, if necessary.
- No materials are to be taped, tacked, staples, glued, or pinned to any surface unless designated for such purpose.
- All users must provide their own supplies (i.e. easel, marking pens, etc.)
- Neither the District nor its staff shall be responsible for any items left behind on school premises. Nor shall the District or its staff assume any responsibility for liability in connection with the services provided under this policy or the facilities use agreement.
- The number of people present shall not exceed the posted seating capacity for the room(s) used per County Fire Code Regulations.
- Under not circumstance are vehicles to be driven or parked on the fields, grass areas, or any areas blocked by barricades.
- Shoes with cleats or plates will not be permitted in school buildings.
- No privilege for using the school facilities or grounds shall be granted for a period exceeding one (1) year.

Prohibited Activities

- Any use by any individual, society, group, or organization for the commission of any act intended to further any program or movement whose purpose is the overthrow of the government of the United States or of the state by force, violence or other unlawful means. (Education Code 38135)
- Activities that are discriminatory in the legal sense.
- Any activities that constitute a public nuisance, commission of a crime or any other act prohibited by law.
- Users or attendees shall not adjust, tamper with or disable any utility system or panel including, but not limited to electrical, heating, water and alarm and sprinkler system.
- School property shall not be removed or displaced.
- Smoking is not permitted in school buildings or on school grounds at any time.
- Keys and alarm codes are not to be issued to outside organizations.
- Storage of equipment is not permitted. All equipment must be removed at the end of each event.

Note: The following exhibit is provided for the management and control of school facilities pursuant to Education Code 38133 and may be modified to reflect other district requirements such as specific restrictions and insurance documents.

_____ **SCHOOL DISTRICT**

FACILITIES USE STATEMENT

The undersigned, _____, is duly authorized by _____ (*name of organization*) _____, to act on its behalf in requesting the use of school facilities, including, but not limited to, executing any agreement or undertaking required by law and district policy and regulations governing the use of the facilities.

The organization shall comply with all restrictions placed on the use of the school facilities by law or district policy or regulations.

The organization recognizes that, in accordance with Education Code 38134, it is liable for any damage to the school facilities or for any injury to any person due to the organization's negligence in using the school facilities.

(Signed)

(Date)

(Organization)

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 10, 2022

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 14

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

SUBJECT:

Request the Board to approve the Contract Agreement with Nicolay Consulting Group to Deliver GASB 75 Accounting Valuation Report for Fiscal Year 2021-22 and 2022-23.

BACKGROUND:

In 2017, The Government Accounting Standards Board (GASB) issued Statement #75, Employer Accounting and Reporting for Post-Employment Benefits Other Than Pensions, which requires public agencies, including school districts, to report their costs and obligations for post-employment healthcare and other post-employment benefits. The philosophy behind the rule is that the cost of these post-employment benefits should be recognized as a current cost during the working years of an employee rather than after they retire.

GASB 75 requires actuarial reports to be updated every two years to capture changes in reporting requirements and significant changes that may have occurred within the district.

A full actuarial report is due in 2021-22 with an interim valuation due for fiscal year 2022-23.

STATUS:

Nicolay Consulting Group will collaborate with the Chief Business Officer to conduct the Actuarial Valuation of post-retirement benefits for the District to satisfy GASB 75 requirements.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

\$7,500 for fiscal year 2021-22 for full valuation report and \$3,500 for fiscal year 2022-23 for interim valuation report will be paid from General Fund.

RECOMMENDATION:

That the Board approves the multi-year contract with Nicolay Consulting Group

Time allocated: 3 minutes

April 2, 2020

PENSION CONSULTANTS AND ACTUARIES
530 BUSH STREET, SUITE 500
SAN FRANCISCO, CALIFORNIA 94108-3633
TEL: 415-512-5300
FAX: 415-512-5314

Ms. Tammy Busch
Chief Business Officer
River Delta Unified School District
445 Montezuma Street
Rio Vista, CA 94571

Re: River Delta Unified School District Engagement Letter for Actuarial Services

Dear Ms. Busch:

The Nicolay Consulting Group (NCG) is pleased to propose GASB 75 actuarial services to the River Delta Unified School District (the "District") for its Other Post-Employment Benefits plan.

Under GASB 75, valuations are now required to be performed annually. However, a "full valuation" (a valuation where new census is collected) only needs to be performed once every two fiscal years. Therefore, NCG will collect census data for the District's OPEB plan as of 6/30/2021. NCG will then produce a GASB 75 full valuation report as of 6/30/2021 covering FY22 as well as an ADC Funding report covering up to three Plan Years. Included in these reports are:

- An executive summary comparing the current and prior valuation results
- An easy-to-understand narrative describing the sources of changes in cost
- A breakdown of the implicit subsidy mandated by ASOP 6
- OPEB Expense/(Income) for measurement period ended June 30, 2021
- Deferred Outflows and Deferred Inflows
- Schedule of Required Supplementary Information
- ADC funding calculations and methodology
- For FY23, NCG will produce a GASB 75 interim valuation (a valuation where new census is not collected). As interim valuations are much less work-intensive, NCG can produce the FY2023 interim valuation for less cost of the full valuation. However, the interim valuation report will contain all of the relevant GASB 75 information discussed above

Fees for the OPEB valuation are listed as follows:

	<u>GASB 75 FY22</u>	<u>GASB 75 FY23</u>
A. Deliverable:	GASB 75 Accounting Full Valuation Report	GASB 75 Accounting Interim Valuation Report
Estimated Delivery:	~May 2022	~May 2023
Fee:	\$6,000	\$3,500
B. Deliverable:	<u>Funding for PY22</u> Funding Valuation Report	<u>Funding for PY23</u> Included in prior year
Estimated Delivery:	~May 2022	n/a
Fee:	<u>\$1,500</u>	<u>n/a</u>
Total:	\$7,500	\$3,500

Our fees for services include consulting regarding the work performed between the Agency and NCG as well as a teleconference or in-person meeting with the broader constituents of the Agency. In person meetings requiring travel cost roughly \$700 per meeting to cover travel costs. Additional services, such as the implementation of a trust for prefunding the plan or assessing the cost of alternative plan designs are out-of-scope of this agreement and separate fees may apply.

Respectfully submitted,
NICOLAY CONSULTING GROUP



Sue Simon, ASA, EA, FCA, MAAA
Vice President and Senior Consulting Actuary

River Delta Unified School District

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 10, 2022

Attachments: _____

From: Tammy Busch, Chief Business Officer

Item Number: 15

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

SUBJECT:

Request to Approve on a One-time Basis all District E-waste Items to be Deemed as Surplus and Picked up by an Outside Agency Who Will Document Their Serial Numbers and Value for Proper Disposal.

BACKGROUND:

The District has not had e-waste pick up during the fiscal year of 2021-22. Equip Exports will go to each school site and load all e-waste items at no charge. They will provide a list of serial numbers for each item they load, provide an e-waste certificate, and will pay the district for items that they are able to refurbish and sell. Some of the items that will be on this list have already been submitted and approved as surplus; however, with the one-time pick up it will be hard to distinguish which items have been previously approved.

STATUS:

Chief Business Officer to schedule a pickup date and time with Equip Exports, coordinate with school sites and custodians to have items in a centralized location.

PRESENTER:

Tammy Busch, Chief Business Officer.

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

The Board approves on a one-time basis all District e-waste items and deem them as surplus with a value to be obtained by a third party.

Time allocated: 3 minutes

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 10, 2022

Attachments: x

From: Tammy Busch, Chief Business Officer

Item Number: 16.

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

SUBJECT:

Request the Board to Review, Prioritize and Approve the Bond Initial Project Lists
Estimated Costs

BACKGROUND:

On February 15, 2022 the Board approved the Master Plan for the Measure J and K Facilities Bond Programs. RGM Kramer, Inc. reviewed the Master Plan and gathering information through meetings with School Site Principals, Superintendent Wright; Tammy Busch, Chief Business Officer, Ken Gaston, Director of MOT and many other stakeholder groups. At the March 8, 2022 Board Meeting RGM Kramer Inc. put together an update for both Measure J and Measure K Bond Programs and provided an initial projects list for consideration. On April 12, 2022 the Board approved the Bond Initial Project List.

STATUS:

RGM Kramer has provided estimates for the Bond Initial Project List as approved by the Board with the exception of roofing and HVAC projects.

PRESENTER:

Katherine Wright, Superintendent and Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

That the Board reviews, prioritizes and approves the Bond Initial Project List in whole or in part.

Time allocated: 5 minutes

Description: New Science & Culinary Classrooms
Buildings: 1
Square Feet: 3,500

<input checked="" type="checkbox"/>	Preliminary
<input type="checkbox"/>	Pre Final
<input type="checkbox"/>	Final

Preliminary

A. SITE	
1 SITE ACQUISITION/APPRAISAL/TITLE	\$ 0
2 SURVEY	\$ 15,000
3 SITE SUPPORT - BOND FEES	\$ 0
4 LEGAL FEES - Allowances	\$ 10,000
5 OTHER (EIR/Negative Declaration)	\$ 2,500
6 OTHER	\$ 0
SITE SUBTOTAL	\$ 27,500
B. PLANS	
1 ARCHITECT'S FEE FOR PLANS	\$ 326,455
2 DSA FEES	\$ 29,000
DSA HOURLY FEES ALLOWANCE	\$ 0
4 HEALTH DEPARTMENT	\$ 0
5 ENERGY ANALYSIS FEES	\$ 0
6 DEPARTMENT OF EDUCATION - PLAN CHECK FEE	\$ 1,750
7 PRELIMINARY TESTS	\$
A. SOILS	\$ 15,000
B. OPSC & YRE CONSULTANTS	\$ 2,500
C. BIDDING AND ADVERTISING	\$ 5,000
D. ENGINEERING/CONSULTING	\$ 0
E. HAZARDOUS MATERIAL SURVEY/SPECS	\$ 0
8 ADMINISTRATIVE COSTS	\$ 0
PLANS SUBTOTAL	\$ 379,705
C. CONSTRUCTION	
1 A. UTILITY SERVICE FEES	\$ 0
B. UTILITY SERVICE IMPROVEMENTS	\$ 0
2 OFF-SITE DEVELOPMENT	\$ 0
3 SERVICE SITE DEVELOPMENT	\$ 0
4 GENERAL SERVICE SITE DEVELOPMENT	\$ 0
5 MODERNIZATION	\$ 0
6 DEMOLITION / INTERIM HOUSING*	\$ 0
7 NEW CONSTRUCTION	\$ 2,500,000
8 A. UNCONVENTIONAL ENERGY SOURCES	\$ 0
B. SPECIAL ACCESS COMPLIANCE	\$ 0
C. TECHNOLOGY ALLOWANCE	\$ 0
9 ENVIRONMENTAL ABATEMENT	\$ 0
10 AIR MONITOR CLEARANCE	\$ 0
11 PROJECT MANAGEMENT	\$ 177,500
12 OTHER (ITEMIZE)	\$
A. Labor Compliance	\$ 0
B. MOVING/STORAGE (District Expense)	\$ 0
C. UNDERGROUND UTILITY SEARCH	\$ 0
CONSTRUCTION SUBTOTAL	\$ 2,677,500
D. TESTS (CONSTRUCTION LAB)	\$ 37,500
E. INSPECTION (IOR)	\$ 97,500
F. FURNITURE AND EQUIPMENT	\$ 75,000
G. CONTINGENCIES	\$ 375,000
TOTAL ESTIMATED COSTS (ITEMS A THROUGH G)	\$ 3,669,705



March 28, 2022

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

Reference: River Delta Unified School District
Rio Vista High School New Science and Culinary Arts Classroom
HKIT Project #21040

Dear Kathy:

HKIT is pleased to provide you with this fee proposal for professional design services for the design of the new science classroom and culinary arts classroom building at Rio Vista High School. The construction budget for this project is \$2,500,000.00. The scope of services will include architectural and engineering design of a new classroom building, as well as the outdoor basketball courts to the east of the building.

The building will be approximately 3,500 sf (92' wide by 38' deep) to match the dimensions of the adjacent Ag Building. It will be stick built, rather than modular and include 2 classrooms of equal or close to equal size. The 2 classrooms will consist of a state-of-the-art science classroom and a state-of-the-art culinary classroom. A food service consultant has been engaged to design the culinary classroom. Improvements to the path of travel from the accessible parking, drop-off and site arrival are included in the scope. A single occupancy student and staff restroom and a drinking fountain will be included in the new building to meet accessibility code requirements. Electrical scope includes lighting, fire alarm, low voltage, security, see proposal attached for more information. This building will be non-fire rated and include fire sprinklers.

Design phase scope includes:

1. Site visits to access existing conditions
2. Two (2) kick off meetings with RDUSD to confirm scope and program
3. Two (2) meetings to review design options
4. Creation of schematic, design development and 100% construction documents
5. One (1) meeting with RDUSD to review progress drawings at each phase; for a total of three (3) meetings
6. One (1) Board meeting presentation
7. DSA submission, review, and approval

Bidding phase scope includes:

1. One (1) Pre-bid conference on site
2. Responses to technical bid requests for information (RFIs)
3. Creation of addenda

Construction and closeout phase scope includes:

1. Up to thirty-six (36) (weekly) virtual meeting via Zoom or similar program
2. Up to thirty-six (36) (weekly) site visits as necessary to review on site conditions during construction.
3. Review of submittals, shop drawings
4. Responses to RFIs
5. Creation of supplemental instructions as necessary
6. One (1) punch list walk and one (1) backcheck of the punch list
7. Assist the District and RGMK in obtaining DSA certification

HKIT will provide meeting minutes during the design phase, RGMK will provide meeting minutes during the construction phase.

The work will be designed and developed Spring and Summer 2022 and submitted to DSA in Fall of 2022. Schematic Design and Design Development will be 4-5 weeks long each, Construction documents 8-9 weeks. Construction is scheduled to begin in the spring/summer of 2023 and last approximately 9 months.

The scope excludes the following items, please see attached consultant proposals for additional exclusions.

1. Relocation or removal of any portable buildings. One (1) will need to be relocated and two (2) either removed or relocated to make way for the new basketball courts, per RGMK this will be a separate project.
2. Path of travel upgrades to the administration building
3. Site surveys
4. The addition of fire hydrants
5. C3 stormwater treatment
6. Renderings
7. Improvements to utility services, e.g., electrical upgrades, water pressure improvements
8. Replacement of the fire alarm control panel
9. Although we incorporate many Design for Leadership in Energy and Environmental Design (LEED) or Collaboration for High Performance Schools (CHPS) features, this proposal does not include certification in either of those programs.

COMPENSATION

We propose working on a Lump Sum Basis of Three Hundred Twenty-Six Thousand Four Hundred and Fifty-Five and 00/100 Dollars (\$326,455) as noted below. Our consultants' proposals are attached.

Architectural Services (1,196 hrs @ average billing rate of \$155)	\$185,380
Consultant Team	
Structural Engineering (\$30,000 x 1.1)	\$33,000
Mechanical and Plumbing Engineering (\$27,000 x 1.1)	\$29,700
Electrical Engineering (\$19,950 x 1.1)	\$21,945
Civil Engineering (\$26,000 x 1.1)	\$28,600
Food Service Design (\$25,300 x 1.1)	\$27,830
Total:	\$326,455

OPTIONAL COST ESTIMATING COMPENSATION

As an option, we have included a fee for cost estimating at design development and DSA submittal.

Architectural Services **\$2,848**

(16 hrs @ average billing rate of \$178)

Consultant Team

Cost Estimator
(\$9,000 x 1.1) **\$9,900**

Total: **\$12,748**

Grand total with optional fees: **\$339,203**

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

Rio Vista High School Culinary Classroom – Rio Vista, CA Foodservice Consulting and Design Services Proposal

March 29, 2022

Melissa Regan-Byers, AIA, LEED AP
Architect | Associate
HKIT Architects
D: 510-318-6220
M: 510-501-2831

VIA EMAIL: mregan@hkit.com

Hi Melissa,

We appreciate your reaching out regarding the Rio Vista High School Culinary Classroom project and the opportunity to continue and expand our extensive work with the HKIT Team. We are pleased to provide the following information on our approach, passion, qualifications, and process.

Introducing NGAssociates Foodservice Consulting and Design Services (NGA)

- NGAssociates (NGA) is headquartered in Richmond, California, with offices in New York, DC, Austin, Denver, Los Angeles, Ottawa, and strategic partners in Kuala Lumpur, London, Santiago and Tel Aviv.
- Our services include full-service design, master planning, creation and management of RFPs for Operator Selection, creation of design guides, and assistance with real estate due diligence for foodservice needs for all industry sectors.
- Our consulting team brings hands-on culinary, operations and management experience in its approach to creating workplace and retail foodservice facilities.
- We focus on the Guest's experience, as well as on creating an efficient and attractive work environment for the Culinary and Operations Team.
- NGA strives to set industry benchmarks and standards for sustainability in design and operations.
- Our project team has extensive background in kitchen equipment purchasing and contracting, assisting clients with accurate cost estimating, and overseeing the negotiation and engagement of potential suppliers and contractors.
- NGA does not have any business arrangements (rebates or kickbacks) from suppliers of equipment specified on a project and will be solely dedicated to the best interest of the Client.

Every organization has unique needs. Our goal for each project is to help organizations realize and surpass their expectations and aspirations. We look forward to working with you on this project!

Please review the following proposal and let us know if we have accurately addressed the needs of the project and/or if you require additional information. Thank you.

Sincerely,



Nahum Goldberg, FCSI, LEED AP ID+C
President, NGAssociates Foodservice Consultants, Inc.

Select Culinary Arts Teaching Kitchen Projects

City College of San Francisco Culinary Arts Program – San Francisco (currently in design)

Berkeley Unified School District – Berkeley Technical Academy

Elk Grove Unified – Cosumnes Oaks Culinary Arts Institute – Elk Grove, California (while at previous employer)

LinkedIn, Google Campuses – SF Bay Area - Multiple Teaching Kitchens

170 State Street Market Teaching Kitchen – Los Altos California

Select K-12 Educational Project References

Berkeley Unified School District – Berkeley Technical Academy

Jefferson Union High School District – Adult Education Offices

Novato Unified School District – Pleasant Valley Elementary School and Sinaloa Middle School

Orinda Unified School District – Sleepy Hollow Elementary School, Orinda Intermediate School

San Leandro Unified School District – Lincoln High School Bridging Documents

Sonoma Valley Unified School District – El Verano Elementary School

Vacaville Unified School District – Markham Elementary School and Central Commissary Master Planning

Select NGA Consulting and Design Projects

Adobe - *Lehi, Utah*

Asana - *San Francisco, California*

AT&T Park – *San Francisco, California*

Avenidas Design and Operator RFP – *Palo Alto, California*

Clif Bar & Company - *Emeryville, California*

Community Hospital of Monterey Peninsula – *Advisory and Design Projects*

Constellation Brands Customer Experience Center – *San Francisco, California*

dosa by DOSA Restaurant – *Oakland, California*

El Camino Hospital – *Mountain View, California*

Franklin Templeton Investments – *San Mateo, California*

Google Projects - *San Francisco, Sunnyvale, Mountain View, Los Angeles & Irvine, California*

Kaiser Hospital – *Redwood City, California*

Letterman Digital Arts - *San Francisco, California*

LinkedIn Cafes – *California, New York, Toronto, Singapore, London, Bangalore, Sao Paulo ...*

Mountain America Credit Union - *Sandy, Utah*

Market Hall Projects (Confidential) – *Anaheim, Los Altos, Los Angeles, California*

OATH - *New York, New York*

Protective Life Insurance - *Birmingham, Alabama*

Rakuten - *San Mateo, California*

Sacramento Convention Center – *Sacramento, California*

Sierra Point Amenities – *South San Francisco, California*

Splunk – *San Jose, California; London*

Spotify Design and Business Consulting – *Los Angeles, Miami, New York*

Stanford University Multiple Projects - *Stanford, California*

Tesla – *Fremont, California*

Twitter – *San Francisco, California*

Under Armour – *Baltimore, Maryland*

Community Service Projects

NGA is proud to support community projects and we are contributing our design services to the following projects at no cost. These Clients inspire us and it is a privilege to support them.

Caritas Village – Santa Rosa, California – *Design of kitchen and service areas*

Caritas Village is proposed as a national model to provide permanent solutions to reduce homelessness.

The Weingart Center – Los Angeles, California – *Design of temporary kitchen and service areas*

The Weingart Center is a 501(c)(3) nonprofit agency that provides homeless individuals with the basic tools necessary to stabilize their lives, secure income, and find permanent housing.

Hunger at Home – San Jose, California – *Design of new commissary and teaching kitchen*

Hunger at Home serves as a conduit between the business and nonprofit communities to channel excess food and surplus goods to homeless and hungry individuals and families.

Raphael House – San Francisco, California – *Upgrade of existing kitchen*

Raphael House provides homeless and low-income families in the San Francisco Bay Area the personalized family-centered solutions they need to build brighter futures.

CUESA – San Francisco, California – *Design of new teaching and support kitchen*

CUESA (Center for Urban Education about Sustainable Agriculture) is dedicated to growing thriving communities through the power and joy of local food.

AIASF Headquarters Redesign – San Francisco, California – *Design of new hospitality bar and catering kitchen to support the new bookstore, gallery and event venue*

The American Institute of Architects, San Francisco (AIASF), is a 501(c)6 non-profit membership business-league organization dedicated to upholding the character and advancing the integrity of the built environment in the San Francisco Bay Area.

NGA Client References

Frontier Energy

Various collaboration projects for energy efficiency in commercial foodservice design

Richard Young
Director
925-399-9960
ryoung@frontierenergy.com

LinkedIn

Master Planning and Facilities Design Services – USA, Canada, Asia, Latin America

Anna Bohbot
Global Food Program Manager
510-393-8237
azulaica@linkedin.com

Spotify

Facilities Design Services, Operator Selection RFP – New York and Los Angeles

James Barbuto
Project Manager
617-785-1696
jbarbuto@spotify.com

Google

Facilities Design Services – Irvine, San Francisco, Mountain View

Pajo Bruich
Senior Mgr. of New Project Development
916-532-7178
pbruich@google.com

Twitter

Facilities Studies, Facilities Design Services – San Francisco

John Dickman
Global Food Program Manager
jdickman@twitter.com

Los Altos Community Investments – Food Hall

Facilities Programming and Design Services – Los Altos

Robert Hindman
Managing Director
650-209-9509
robert@losaltoscommunityinvestments.com

Verizon

Facilities Studies, Facilities Design Services – New York, Sunnyvale, San Jose

Spencer M. Plaut
Manager Food Services, Workplace Delivery
415-847-6226
spencer.plaut@verizon.com

Please refer to www.nga-associates.com for additional project references and client recommendations.

Project Description and Scope

We have reviewed the RFP and understand the project will include the development of culinary arts program classroom.

For the purpose of this proposal we have assumed an area of foodservice design to include up to 1,750 s.f.

Please note: If we have misunderstood the requirements and/or the program has become better defined, we will be glad to adjust our scope.

NGA's Proposed Scope of Services and Deliverables

1. Program Validation/Schematic Design
 - a. Meet with the Project Team and collaborate with stakeholders to determine the project goals and approach.
 - b. Review existing facilities, architectural conditions and any existing equipment.
 - c. Review operational requirements, menu requirements and code considerations.
 - d. Participate in representative project tours as applicable.
 - e. Confirm food concepts, menus and type of service with key stakeholders.
 - f. Present options for equipment, systems and operational aspects.
 - g. Prepare blocking and flow diagrams, develop schematic equipment design for areas and items changing.
 - h. Upon approval of above, present a numbered drawing with preliminary equipment list and detailed foodservice equipment budget estimate for items .
2. Design Development
 - a. Upon receipt of approval and comments on Programming/Schematic Design deliverables, proceed in preparation of additional plans, equipment cutsheets and utility load schedule.
 - b. Upon review and coordination of the load schedule, proceed with preparation of the following documents and plans for foodservice equipment:
 - i. Electrical Plan.
 - ii. Mechanical Plan.
 - iii. Special Conditions Plan.
 - iv. Hood, Walk-in and Refrigeration System Plans, as applicable.
 - c. Provide updated budget for kitchen equipment scope to the Design and Operations Team.

3. Construction Documents/Bid and Permit
 - a. Prepare additional foodservice equipment documentation and plans required for permitting.
 - i. Provide detailed equipment specifications with accessories.
 - ii. Provide detailed fabrication drawings and elevations for custom foodservice equipment.
 - iii. Modify foodservice drawings, if required, to accommodate Health Department back check comments, if required.
 - b. Simultaneously with permit submittal, issue to bid under Owner or General Contractor coordination.
 - i. Prepare Kitchen Equipment Contractor (KEC) bid cover letter.
 - ii. Distribute to 3-4 qualified KECs in collaboration with the Owner/General Contractor.
 - iii. Provide clarifications, as needed, to bidders.
 - iv. Review and evaluate KEC bids, interview finalists as needed, and make recommendations.
4. Construction Administration/Close Out
 - a. Provide schedule of necessary submittals to selected KEC.
 - b. Review KEC submittals.
 - c. Answer RFIs.
 - d. Provide properly timed site inspections during construction.
 - e. Punch project for compliance with contract and design and follow up as needed.
 - f. Follow up on KEC commissioning and provision of Preventative Maintenance guidelines and schedule
5. Follow-Up and Support (*at no additional charge*)
 - a. Follow-up and support to Project Facilities Team at approximately ten months of operation, prior to foodservice equipment warranty expiration.
 - b. Client to contact NGA at appropriate time to schedule virtual review.
 - c. Identify issues related to foodservice equipment and provide support vis-à-vis manufacturers and service providers to receive warranty support.

Meetings

Meetings will take place in person or virtually throughout the project. We have allocated our time to approximately 1 in-person meetings throughout the duration of the project, as well as regularly scheduled virtual meetings.

The NGA Team

Core Team:

Nahum Goldberg – Project Principal and Design Lead

Corey Reilly – Project Manager/Design and Operations Consultant

Lily Gin – Assistant Project Manager/Estimator

Nataliia Nikulina – Assistant Project Manager/Design Consultant

Support Team:

Pamela Eaton – Project Manager/Design and Operations Consultant

Russ Rubinstein – Project Manager/Revit Designer

Jose Quispe – Revit Director of Operations

Dylan O'Brien – Revit Drafting Lead

Bryan Sherburn – Project Manager/Revit Designer

Luke Elkos – Project Manager/Consultant

Chris Krohnfeldt – Revit Drafting Associate

Michelle Wallroth – Assistant Project Manager

NGA will enlist additional team members, as needed, to provide required services and deliverables.

Nahum Goldberg Project Principal and Design Lead



Background

Nahum Goldberg is a project designer and lead consultant for projects in the areas of food service design, concept development, operational consulting and planning, with regional and international project experience. His primary clientele are organizations, architects and developers.

Nahum brings over 35 years of experience to the design team in management of foodservice operations, training, innovative design, and kitchen equipment contract management. His past experience as contracts purchasing manager with a major equipment dealer presents particular value for understanding contracts and controlling procurement costs.

Professional Experience

- NG STUDIO/Western Division VP at Next Step Design, San Francisco, CA
- Strategic Advisor at Pantry Retail, Inc. (acquired by Byte Foods), San Francisco, CA
- Senior Associate at Cini-Little International, San Francisco, CA
- Contracts Purchasing Manager at East Bay Restaurant Supply, Oakland, CA
- Project Manager Operational Consultant at Nachshon Food Facilities Consultants, Israel
- Founder - Product Development, Content at Nachshon Software Development, Israel
- Chef and Manager of Dining Services for community kitchens, Israel
- Chef and Service Positions at The Ritz Café, Zapotec Restaurant and Le Grenier, Martha's Vineyard, MA

Professional Affiliations

- Foodservice Consultants Society International (FCSI) – Professional Member
- FCSI Educational Foundation – Past President
- Society for Hospitality and Foodservice Management – Member
- California Energy Commission, High-Efficiency Hot Water Systems in Foodservice – Technical Advisory Committee Member

Education/Credentials

- B.Sc., Community Nutrition – University of California, Davis, CA
- Culinary, Nutrition and Foodservice Studies – Laney College, Oakland, CA
- Certificate, LEED AP, Interior Design and Construction – U.S. Green Building Council
- Certificate, Construction Supervision

Corey Reilly Project Manager/Design and Operations Consultant



Background

Corey Reilly has over 29 years of foodservice experience. He began his career as a pot washer at the age of 15 for Marriott Hotels, and completed a three-year apprenticeship with chefs from Paris, France and Dublin, Ireland. Corey made his way up to Saucier before continuing his education at the Culinary Institute of America. Upon graduation, he went on to work in restaurants all over the United States, including locations in Santa Fe, Key West, New York City and Connecticut.

During his culinary career, Corey has worked in all aspects of foodservice including hotels, fine dining restaurants and summer shacks. He was an Executive Chef for an off-premise catering company, as well as a Dining Services Director for corporate onsite dining accounts.

After deciding to pursue a career in restaurant design, Corey earned a degree in Architectural and Civil CADD Technology at the Porter & Chester Institute. He then worked as Project Manager at leading foodservice design and consulting firms in New York City.

Corey has been a project manager on the consulting side of the hospitality industry for the past nine years, having the opportunity to design some of the most iconic restaurants and hotels in the country and working directly with high profile chefs. Both his CADD education and culinary career have proven to be invaluable in his consulting. His operations experience allows him to relate to chefs and operators, as well as fulfill professional operational goals into real project results.

Professional Experience

- Project Manager at Next Step Design, New York, NY
- Project Manager at Clevenger Frable LaValle, White Plains NY

Professional Affiliations

- Foodservice Consultants Society International (FCSI) – Associate Member

Education/Credentials

- Diploma in Architectural and Civil CADD Technology – Porter and Chester Institute, Stratford, CT
- A.O.S., Occupational Studies – Culinary Institute of America, Hyde Park, NY

Lily Gin Assistant Project Manager/Estimator



Background

Lily Gin brings to the NGA team more than 11 years of experience in the food service industry. As a project coordinator and estimator, she has worked with owners, architects, contractors and manufacturers on a variety of projects, including health care, education, theme parks, government, hospitality, workplace dining and other commercial foodservice projects.

Lily has experience in developing detailed estimates for foodservice equipment projects—large and small. She has insight into manufacturer discounts and creating estimates for custom equipment.

Her coordination tasks/role includes quality assurance review and managing deadlines for deliverables, such as drawings, specifications, brochures and submittals, as well as creating detailed specification documents for each deliverable.

Professional Experience

- Project Coordinator/Estimator at Cini-Little International, Inc., Glendale, CA

Professional Affiliations

- Foodservice Consultants Society International (FCSI) – Associate Member

Education/Credentials

- B.S., Finance – Rutgers University, School of Business, Camden, NJ

Nataliia Nikulina
Assistant Project Manager/Design
Consultant



Background

Nataliia brings to the NGA team more than 17 years of experience in the food service industry. She has worked as a design engineer of HoReCa (Hotel Restaurant Cafe) projects in Europe and as a project coordinator in the USA.

Nataliia has worked with owners, architects and manufacturers on a wide variety of projects including industrial kitchens, hotels, restaurants, workplace dining, bakeries and other commercial foodservice projects.

Professional Experience

- Project Coordinator at Cini-Little International, Inc., Germantown, MD
- Designer at Top Urban Solution for Building Contracting LLC and ALL GROUP Ltd, Dubai Airport, UAE
- Design Engineer at Trade Design, Kiev, UA
- Design Engineer at New Project, Kiev, UA
- Manager at restaurant, Kiev, UA

- Foodservice Consultants Society International (FCSI) - Associate member

Education/Credentials

- Specialist Degree in Foodservice Engineering Technology (similar to Master's Degree) – National University of Trade and Economics, Kiev, UA
- Degree in Foodservice Engineering Technology (similar to B.Sc. Degree) – National University of Trade and Economics, Kiev, UA
- Chef Rank 4 – National University of Trade and Economics, Kiev, UA
- Technology and Organization of Restaurant Business – National University of Trade and Economics, UA
- AutoCAD and Revit courses - Ukrsteno, UA

Proposed Fees

Project Phase	Fees
Programming and Schematic Design	\$7,300
Design Development	\$8,100
Construction Documents	\$5,100
Bid and Permit	\$2,300
Construction Administration	\$2,500
Total Fees:	\$25,300

If we have misunderstood the requirements and/or the program has become better defined, we will be glad to adjust our scope.

Billing

Invoices will be sent monthly for percentage of completion, based upon the phased fixed fees presented. Invoices are requested, reviewed, and paid net 30.

Mobilization Fee

The mobilization fee is waived.

Expenses

1. Travel costs, including accommodations for our team members who may need to travel outside of their local office areas, if required, will be reimbursable.
2. Estimated travel and miscellaneous expenses: \$500.
3. Printing costs for Building and Health Department submittals, if required for Client presentation or submittals, will be reimbursable and will be in addition to this estimate.
4. Other expenses, should they be needed, will be submitted in advance to Client for approval.

General Notes

1. NGA does not have any business arrangements (rebates or kickbacks) from suppliers of equipment specified on a project and will be solely dedicated to the best interest of the Client.
2. NGA specifies energy efficient equipment and is keen to work with clients on sustainable systems and operational solutions.
3. Owner/Architect will provide NGA with accurate backgrounds and partition drawings in AutoCAD/Revit format, including as-built conditions relevant to the design.
4. Design of architectural elements, phasing and demolition plans, as-built plans, millwork, breakrooms, floors, walls and ceiling finishes will be by Architect.
5. Design of MEP infrastructure, seismic anchorage if required will be by Client's designated MEP Engineers.
6. Technical evaluation, if required, of existing foodservice equipment or building infrastructure will be by Others.
7. Submittal of overall permit packages to Authorities will be by Architect as these include site, finish and MEP plan elements, as well as our complete foodservice package.
8. Permitting fees will be by Owner as per standard practice.
9. Unauthorized use of Consultant drawings is prohibited.
10. NGA will perform services to the highest professional standards. Consultant liabilities will be limited to correction of document errors and omissions, should they occur.
11. Consultant or the Client may terminate this agreement in writing at any time. Consultant will invoice the amount representing completed services plus reimbursable expenses.

Please let us know if you have any questions, concerns or areas needing clarification.

AUTHORIZATION TO PROCEED

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____



Warren Consulting Engineers, Inc.

March 23, 2022

email: mregan@hkit.com

Melissa Regan-Byers
HKIT Architects
538 Ninth Street, Suite 240
Oakland, CA 94607

RE: PROPOSAL FOR CIVIL ENGINEERING SERVICES FOR THE RIO VISTA HIGH SCHOOL SCIENCE AND CULINARY ARTS CLASSROOM BUILDING

Dear Melissa,

We are pleased to submit our proposal for civil engineering services for the above referenced project. The scope of work consists of providing civil services for a new Science and Culinary Arts Classroom Building and replacement of the existing asphalt hardcourt.

1. Schematic Design

- A. Site visit to review existing conditions.
- B. Assist in the development of the site plan as it relates to accessibility.
- C. Develop preliminary demolition, grading and wet utility plans (drainage, sewer, domestic water and fire protection).
- D. Attend online design team meetings, as required.

2. Design Development

- A. Prepare DD level demolition, grading, paving and wet utility plans (drainage, sewer, domestic water and fire protection).
- B. Prepare draft specifications for civil related items.
- D. Attend online design team meetings, as required.

3. Construction Documents

- A. Develop construction plans and specifications based on the approved Design Development plans and budget.
- B. The plans will consist of:
 - 1. Cover Sheet
 - 2. Demolition Plan
 - 3. Engineered Fill Plan
 - 4. Grading and Drainage Plan
 - 5. Wet Utility Plan (sewer, domestic water and fire protection)
 - 6. Paving and Striping Plan
 - 7. Erosion Control Plan

March 23, 2022

PROPOSAL FOR CIVIL ENGINEERING SERVICES FOR THE RIO VISTA HIGH SCHOOL SCIENCE AND CULINARY ARTS CLASSROOM BUILDING

Page 2

- 8. Details and Sections
- C. Attend online design team meetings, as required.
- D. Prepare civil related project specifications.

4. Agency Review

- A. Submit plans to DSA for review.
- B. Respond to plan check comments as required to obtain approval.

5. Construction Administration

- A. Answer questions during bidding. Prepare addenda as needed.
- B. Answer questions during construction. Prepare clarifications as needed.
- C. Make two site visits during construction.
- D. Make final site visit and prepare punch list.
- E. Review contractor as-builts and close-out documents.

The fee for the above scope of work is:

Schematic Design:	\$4,500.00
Design Development:	\$4,500.00
Construction Documents:	\$10,000.00
Agency Review:	\$1,500.00
Construction Administration:	\$4,500.00
Project Close-out:	<u>\$1,000.00</u>
Total Fee:	\$26,000.00

Items not included in this proposal are:

- 1. Topographic survey.
- 2. Fire sprinkler design.
- 3. Fire flow testing
- 4. Electrical design (site and building)
- 5. Natural gas system design (site and building)
- 6. Soils investigation and testing.
- 7. Agency fees.
- 8. Construction staking.
- 9. Construction management and inspection.
- 10. SWPPP (disturbed area less than 1 acre)
- 11. Retaining wall design.
- 12. Site electrical design
- 13. Easement dedication
- 14. Landscape and Irrigation Design

March 23, 2022

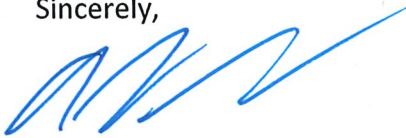
PROPOSAL FOR CIVIL ENGINEERING SERVICES FOR THE RIO VISTA HIGH SCHOOL SCIENCE AND CULINARY ARTS CLASSROOM BUILDING

Page 3

Billing will be on a monthly basis for work completed within that calendar month. Payment shall be made within 30 days of receiving the invoice.

If this proposal is acceptable, please sign and return one copy.

Sincerely,



Anthony J. Tassano, P.E.

AJT/tlb
22P.108rev1

Accepted: _____

Date: _____

March 25, 2022

Melissa Regan-Byers, Associate
HKIT Architects
538 Ninth Street, Suite 240
Oakland, CA 94607

Re: River Delta Unified School District –Estimating Services Proposal

TRANSMITTED VIA EMAIL

Dear Melissa:

As requested, please find below, my proposal on the above referenced project. I have reviewed the information contained in your e-mail dated 3/22/22 and our subsequent phone discussion on 3/24/22. My estimates will be inclusive of the following at each phase:

- Preparation of draft estimates at the plan phases specifically listed below.
- Preparation of a final cost estimate predicated upon the draft review process.
- Meetings/phone conferences as required to discuss cost factors, value engineering, additional divisions of the work, etc.

Rio Vista High Science & Culinary Arts New Bldg.:

DD: \$4,000
100% CD: \$5,000

~~**Delta/Clarksburg Middle School Cafeteria Modernization:**~~

~~DD: \$4,000
100% CD: \$5,000~~

~~**Delta Clarksburg Middle School IR EB-4 Estimate:**~~

~~DD: \$8,500~~

~~**Riverview Middle School Parking Lot:**~~

~~DD: \$2,500
100% CD: \$3,500~~

Sincerely,
COUNTERPOINT CONSTRUCTION SERVICES, INC.



Justin Walling
President



March 22, 2022

Melissa Regan-Byers
HKIT
538 Ninth Street, Suite 240
Oakland, CA 94607

Project: Rio Vista HS Science and Culinary Arts New Classroom Building
Subject: Electrical Consulting Engineering Fee Proposal

Dear Melissa:

The Engineering Enterprise is pleased to provide a fee proposal for consulting electrical engineering services on the above subject project as outlined in this document.

1.0 Project Description

1.1 Overview

- A. The project consists of the installation of a modular Science and Culinary Arts Classroom Building totaling approximately 3,500 square feet at Rio Vista High School, located in the City of Rio Vista, California.
- B. The project budget is \$2,500,000.

1.2 Electrical Systems and/or Features

- A. Power distribution system.
- B. Power connections to all motors.
- C. Grounding system.
- D. Branch circuiting of all devices, equipment, and appliances.
- E. Food service facility equipment connections.
- F. Interior lighting and lighting control system.
- G. Emergency/egress lighting system.
- H. Fire alarm system.
- I. Telecommunication cabling system.
- J. Security system.
- K. Audiovisual systems.
- L. Provide interface of electrical systems with EMCS system.

2.0 Scope of Services

2.1 Schematic Design Phase

- A. Review the program requirements developed by the Owner and Architect for the development of the Schematic Design Package.

- B. Prepare our own analysis of the electrical systems as related to the program requirements and offer recommendations.
- C. Prepare conceptual design descriptions of alternative electrical systems that will reduce costs and/or improve performance.
- D. Attend one meeting with the design team and Owner to obtain and coordinate information related to the electrical systems in order to develop the Schematic Design package.
- E. Prepare a narrative of the electrical systems as well as drawings that represent the power distribution system for the Schematic Design package.

2.2 Design Development Phase

- A. Attend meetings with the design team and Owner to obtain further information concerning system requirements for the electrical design.
- B. Consult with inspection authorities to determine special code requirements.
- C. Interface with other consultants to coordinate design of electrical systems with other building system requirements and/or features.
- D. Obtain information from other consultants concerning electrical load requirements for equipment covered under their Divisions.
- E. Layout electrical equipment to ensure that space allocated is sufficient.
- F. Review lighting design requirements with the Architect and incorporate layout into our drawings.
- G. Prepare an outline specification for electrical systems.
- H. Preparation of preliminary, in-house calculations to verify Title 24 energy compliance (Title 24 documentation will not be issued as a part of the DD package).
- I. Prepare drawings to include the following:
 - 1. Site electrical plan.
 - 2. Floor plans with lighting and device layouts.

2.3 Construction Document Phase

- A. Attend one meeting with the design team to obtain final information concerning system requirements for the electrical design.
- B. Final interface with other consultants to coordinate connection requirements.
- C. Prepare complete set of construction drawings for electrical systems.
- D. Prepare detailed construction specifications for electrical systems outlining materials and installation requirements.
- E. Prepare Title 24 energy compliance documentation for lighting system to include the following:
 - 1. Interior calculations and completion of associated forms.
 - 2. Exterior calculations and completion of associated forms.
- F. Review documents with inspection authorities as required.

2.4 Bidding Phase

- A. Interpret construction documents and prepare written response to questions.

2.5 Construction Administration Phase

- A. Review shop drawings, submittal data, and record “as-built” drawings.
- B. Respond to field RFI’s and prepare clarification instructions as needed.
- C. Visit site once to verify compliance with construction documents, review the final installation and prepare a punch list of all deficient items requiring correction by the contractor.

3.0 Extra Services not Included

3.1 Special Studies

- A. Special environmental impact investigations and related research. Such studies are not anticipated under this proposed agreement.
- B. Leadership in Energy and Environmental Design (LEED) related services.
- C. Life cycle cost analyses and energy effectiveness studies.

3.2 Design Services

- A. Redesign for reasons not the fault of The Engineering Enterprise, including the following:
 - 1. Changes in project scope or Owner requirements following the approval of scope and compensation outlined in this document.
 - 2. Changes to project drawings following the Owner’s approval of documents submitted by The Engineering Enterprise at the completion of the Design Development Phase.
 - 3. Changes to Contract Documents when the low construction bid for documents prepared by The Engineering Enterprise are within 10 percent of the construction estimate including all approved changes thereto.
- B. Services to provide designs for deductive or additive alternate bid items.
- C. Employment of special sub-consultants at the request of the Owner or Architect.
- D. Structural analysis or structural and seismic design of equipment anchorage and support systems.
- E. Preparation of construction cost estimates and detailed quantity take-offs.
- F. Design of building management system or temperature control system.
- G. Design of voice / data equipment (LAN, WAN, PBX, phones, etc).
- H. Preparation of additional Title 24 calculations based on redesign for reasons not the fault of The Engineering Enterprise.

3.3 Construction Administration Services

- A. Preparation of maintenance or operating manuals.
- B. Preparation of record “as-built” documents.
- C. System commissioning.
- D. Trips to the construction site in excess of those listed in Scope of Services above.

- E. Prolonged construction support services should construction time on any portion of the project be exceeded by more than 20 percent of the time for completion stipulated in the construction contract.
- F. Reviews of change orders that are the result of Owner generated changes or are generated by other disciplines and/or consultants.

4.0 Additional Understandings

4.1 Materials and Services Provided by the Architect

- A. Informational and coordination prints of project architectural, structural, civil, landscape, mechanical, etc. drawings as required, and at times requested, by The Engineering Enterprise for the performance of services outlined herein.
- B. Base floor plans and site plan(s) compatible with Revit/AutoCAD.
- C. Detailed information on Owner furnished equipment to be installed or for which provisions are to be made under the electrical subcontract.
- D. Reproduction of drawings, specifications and reports for in-house distribution to the Architect's staff and record copies of construction documents for the consultant's use.

4.2 Assumptions

- A. Existing Electrical Service:
 - 1. The existing power distribution system for this facility has sufficient capacity to accommodate the new loads associated with this project.
- B. Modular Building Manufacturer:
 - 1. The modular building manufacturer will provide interior lighting Title 24 energy compliance documentation as required.
 - 2. The modular building manufacturer will furnish modular building electrical design drawings including light fixtures, switches, power receptacles, panels and branch circuiting. Modular building manufacturer will also provide signal system back boxes, with conduit stubbed into accessible ceiling, at the direction of the electrical engineer.

5.0 Terms and Conditions of Service

5.1 Warranty

The Engineering Enterprise makes no warranty, either expressly or implied, as to our findings, recommendations, specifications or professional advice, except that these services were prepared/performed in accordance with generally accepted professional engineering practices in existence at the time and place of such services.

5.2 Breach of Contract Damages

The Engineering Enterprise's liability to client for breach of this fee proposal shall, to the extent permitted by law, be limited to The Engineering Enterprise's fee. However, The Engineering Enterprise shall have no liability to client for consequential, special, punitive, or other indirect damages.

5.3 Third Party Liability

The Engineering Enterprise does not guarantee the completion of performance contracts by the construction contractor(s) or other third parties, nor is it responsible for their acts or omissions, or for the safety of the contractor('s) work.

5.4 Insurance Limits

Fees proffered anticipate Professional Liability Insurance burden in the maximum amount of \$5,000,000.00. Should a greater amount of insurance be required, an upward adjustment of quoted fee will be necessary.

5.5 Segregation of Contract

The quoted fee and fee apportionments are predicated upon a single contract covering all of the work described herein. In the event that only a partial contract is assigned, the fees stipulated are void and a new proposal will be submitted reflecting an abbreviated scope of services.

5.6 Documents

The drawings and specifications prepared by the Consultant, whether in hard copy or machine-readable format, are instruments of service to be used only for the specific project(s) covered by this agreement. All drawings, including tracings and/or special masters as well as calculations shall remain the property of The Engineering Enterprise.

Because information and data delivered in an electronic format may be altered, either inadvertently or otherwise, The Engineering Enterprise reserves the right to remove from copies provided to architect all identification reflecting the involvement of The Engineering Enterprise in the preparation of the data.

6.0 Compensation

6.1 Basic Services

Services described under Section 2.0, Scope of Services, will be performed for the lump sum fee values outlined below:

PROJECT PHASE	FEE
Schematic Design Phase	\$2,900
Design Development Phase	\$4,000
Construction Document Phase	\$7,000
Agency Approval Phase	\$1,200
Bidding Phase	\$850
Construction Administration Phase	\$4,000
TOTAL FEE	\$19,950

6.2 Extra Services

Compensation for Extra Services as defined in Section 3.0 shall be paid hourly for all authorized services rendered at the rates indicated below:

A. Principal	\$270/hour
B. Associate	\$230/hour
C. Senior Engineer/Project Manager	\$210/hour
D. Engineer/Designer	\$190/hour
E. BIM Technician	\$160/hour
F. Administrative Staff	\$125/hour

7.0 Reimbursable Expenses

Travel, parking, delivery and reproduction costs will be billed separately on a direct cost basis with no additional markup by TEE.

8.0 Payment

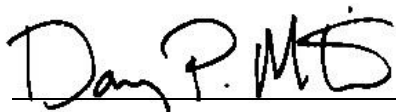
Invoices for services will be issued monthly and shall be due and payable upon receipt. A yearly carrying charge of eighteen percent (18%) will be added to each invoice thirty days delinquent. No carrying charge will be incurred if invoices are paid in full within sixty (60) days of the date of the invoice.

It is understood that this letter constitutes the entire agreement between the parties and that there are no conditions, agreements, or representations between the parties except as expressed herein.

If a court of competent jurisdiction finds this agreement, or any portion of this agreement, to be invalid, unlawful, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this agreement and all provisions of all other agreements between the parties shall not in any way be affected or impaired by the finding of invalidity, illegality, or unenforceability.

Please indicate your approval of the foregoing proposal by signing in the space provided below and by returning one copy of this agreement to our office at your earliest convenience.

By: _____ Date: _____
 for HKIT
 Melissa Regan-Byers

By:  _____ Date: March 22, 2022
 for The Engineering Enterprise
 Danny McKeivitt, Principal

cc: Jonathan Friedman, TEE



DATE: March 23, 2022

Melissa Regan-Byers, AIA
HKIT Architects
538 Ninth Street, Suite 240
Oakland, CA 94607

PROJECT: Rio Vista High School New Science and Culinary Arts Classroom Building

SUBJECT: PROPOSAL FOR MECHANICAL ENGINEERING SERVICES

Dear Melissa,

We are pleased to offer this fee proposal for Mechanical Engineering services for the subject project.

A. Description of Mechanical Scope of Work:

1. A new 3,500 sf classroom building at Rio Vista High School with a Science Classroom and a Culinary Arts Classroom. Capital Engineering will provide HVAC, Plumbing, and Fire Sprinkler Engineering for the project.

B. Scope of Services:

1. The scope of basic services shall include plumbing, fire sprinkler, heating, ventilating and air conditioning design services.
2. *Schematic Design Phase:* Prepare SD level diagrammatic drawings and outline specifications encompassing building plumbing, fire sprinkler, heating, ventilating and air conditioning systems, and provide a basis of design narrative.
3. *Design Development Phase:* Prepare DD level drawings and specifications encompassing building plumbing, fire sprinkler, heating, ventilating and air conditioning systems, provide an updated basis of design narrative, and review cost estimate prepared by others.
4. *Construction Documents Phase:* Prepare construction drawings and technical specifications for plumbing, fire sprinkler, heating, ventilating and air conditioning systems, review final cost estimate prepared by others..
5. *Bidding/Contract Award Phase:* Prepare addenda and clarification documents, interpret drawings and specifications where required to clarify the intent of construction documents

6. **Construction Phase:** Review shop drawings and submittal data for general compliance with mechanical contract documents, respond to RFI's, prepare change order documents where required to meet existing job conditions, and provide 3 periodic site visits during the course of construction.
7. **Seismic Anchorage and Restraint Systems:** Pre-approved restraint systems are assumed as the predominance of the piping and ductwork support systems. Any deviations from the pre-approved systems or specialty restraints and anchors for equipment or piping will require structural calculations and associated documentation. CECI will not assume the responsibility for the calculations but will provide the drawing documentation based on mark-ups provided by the Structural Engineer of record.

C. Extra Services: The following services are not included in the basic proposal. The Engineer shall be additionally compensated for work hereunder when the Architect requests such services in writing.

1. Employment of special sub consultants at the request of the Architect.
2. Preparation of owning or operating cost studies, energy effectiveness studies, or life cycle cost analysis.
3. Building Energy Modeling. If this becomes required we will negotiate these services at that time.
4. Site utilities design services such as site drainage, site sewer, site fire water, or special piping systems with the exception of site gas piping design which we will provide.
5. Work outside the five feet line of the building, with the exception of site gas piping.
6. Detailed itemized cost estimates. We will review cost estimates prepared by the project cost estimating professional.
7. California Energy Code analysis or Title 24 compliance documentation of Architectural or Lighting systems. We include Mechanical and Plumbing Systems Title 24 compliance documentation only.
8. Partnering sessions, value engineering sessions, or review of Contractor or Construction Manager proposed cost cutting recommendations.
9. Work involved to secure utility company rebates.
10. Commissioning of building systems, services related to the development of commissioning plans, functional testing, operational training, and services related to support commissioning of the building.
11. Design services related to LEED or CHPS certification of building, studies necessary to determine feasibility of LEED or CHPS certification, and the preparation or coordination of the documentation necessary for LEED or CHPS certification.

D. Materials and Services Furnished by the Architect:

1. Revit model.



2. All reproduction, including drawings, specifications and reports.

E. Compensation:

1. Compensation for **Mechanical, Plumbing, Fire Sprinkler Engineering** Basic Services outlined under Paragraph B above shall be as follows:

Mechanical, Plumbing, Fire Sprinkler Engineering	
Schematic Design	\$2,700
Design Development Phase	\$6,700
Construction Document Phase	\$12,200
Bidding / Contract Award Phase	\$300
Construction Administration Phase / Closeout	\$5,100
Total Lump Sum Fixed Fee	\$27,000

2. Reimbursable Expenses: Reimbursable expenses include: Postage other than for general correspondence; plan check permit and inspection fees required by governing bodies; plotting of CAD originals; printing and reproduction costs applicable to project submissions to client or review agencies; toll calls; Overnight or daily delivery service when required to meet a need of the client not the fault of the Engineer or to meet a previously agreed to submission date. Reimbursable expenses will be billed at actual cost plus a service charge of 10%.
3. Extra Services: Compensation for authorized Extra Services shall be hourly at the rates indicated in the attached rate schedule.

F. Insurance Coverage:

1. Professional Liability: \$1,000,000 per claim
2. General Liability: \$1,000,000 per claim

G. Use of Documents:

1. The use of Revit model by Owner or Contractor is prohibited without written authorization by Capital Engineering Consultants, Inc.



Please call should you have any questions.

Thank you, Melissa, for the opportunity to offer our services!

Very truly yours,

CAPITAL ENGINEERING CONSULTANTS, INC.

A handwritten signature in blue ink, appearing to read 'Tom Duval', written over a horizontal line.

Thomas A. Duval, P.E., LEED AP
Senior Principal



**Capital Engineering Consultants, Inc.
2022 Billing Rates**

Sr. Principal	\$240.00 / hour
Principal	\$220.00 / hour
Director	\$210.00 / hour
Sr. Project Manager	\$203.00 / hour
Project Manager	\$195.00 / hour
Field Services	\$190.00 / hour
Senior Engineer	\$172.00 / hour
Engineer	\$158.00 / hour
Senior Designer	\$148.00 / hour
Designer	\$135.00 / hour
Technician / CADD	\$125.00 / hour
Intern	\$117.00 / hour
Project Administrator	\$105.00 / hour

Capital Engineering Consultants, Inc.

- Tax ID No. 94-1492674
- CA Business License # C0398323
- DIR # 100020121
- Small Business Certification ID 35757

March 28, 2022

Melissa Regan-Byers
HKIT Architects
538 Ninth Street Suite 240
Oakland California 94607

**RE: Rio Vista High School Science and Culinary Arts New Classroom Building
Structural Engineering Professional Services Proposal**

Melissa,

We are pleased to present our proposal for engineering services for the above-mentioned project located at 410 South 4th Street in Rio Vista, California. This proposal is between ZFA Structural Engineers (Consultant) and HKIT Architects (Client) and provides structural engineering services from Schematic Design through the completion of Construction Administration and Project Closeout. Our proposed project scope is based on the email from March 16, 2022 and follow-up emails.

PROJECT DESCRIPTION

The project consists of a new single story 3,500 square-foot (92 x 38 feet) science and culinary arts classroom building on an existing campus. The new building will be conventional wood-framing (Type VA, sprinklered) with two classrooms. Conventional wood shear walls will comprise the lateral force-resisting system. We assume a geotechnical report will be provided by the District and that foundations will be shallow strip and pad footings with a slab on grade.

Mechanical needs will include venting for the culinary arts space in addition to typical HVAC. The scope of anchorage and support of mechanical units is as follows:

Unit Type	ZFA Provide Calcs	Calcs Not Req'd	ZFA Provide Details	Mech Eng Provide Details
Floor or roof-mounted units over 400#	X		X	
Wall or ceiling-mounted units over 20#	X		X	
Floor or roof-mounted units under 400#		X		X
Wall or ceiling-mounted units under 20#		X		X
Supports and bracing for ducting, pipes, conduit less than 5plf		X		X

The construction budget is approximately \$2.5M.

SCOPE AND APPROACH

Our overarching approach is to provide full-service engineering and to focus on strong collaboration and coordination with all team members. The following lists the scope of services that will be provided for this project.

Schematic Design (SD)

1. Attend virtual meetings with stakeholders.
2. Prepare Schematic Design Drawings for 100% milestone.
3. If required, meet with the cost estimator to discuss the scope of work and review the estimate once it is completed.
4. By end of schematic design, have the structural and foundation systems selected.

Design Development (DD)

1. Attend virtual meetings with stakeholders to coordinate design work.
2. Revise the scope of work to reflect any adjustments required to meet the project requirements, including budgetary constraints. This includes revisions of the structural system, if required, as well as reasonable revisions to the programming throughout this phase.
3. Develop floor plans to coordinate with significant architectural and MEP design elements.
4. Prepare Design Development Drawings for 100% milestone.
5. Provide an outline specification.
6. If required, meet with the cost estimator to discuss the scope of work and review the estimate once it is completed.

Construction Documents (CD)

1. Attend virtual meetings with stakeholders to coordinate design work.
2. Prepare refined drawings with fully developed framing plans and details that include coordination with architecture, mechanical, and electrical designs.
3. Prepare Construction Document drawings for 50%, 95%, and 100% milestones.
4. Prepare finalized specifications (book specs) that are coordinated with the design.
5. Provide structural calculations for DSA submittal.

DSA Permitting

1. Review and respond to DSA Sacramento plan review comments. One round included.
2. Attend one half-day virtual backcheck meeting to obtain DSA approval.

Bidding and Negotiation

1. Review estimates and bids and provide observations on budget and relative costs.
2. Prepare responses to questions from prospective bidders, as well as clarifications for Addenda to the Bidding Documents.
3. Provide basic recommendations for value engineering and cost reconciliation ideas as required. Redesign for value engineering is not included.

Construction Administration (CA)

1. Attend up to two site visits to observe construction.
2. Review submittals that pertain to the structural scope. For large packages of shop drawings (we assume not concurrent), we will endeavor to turn around reviews in one week and commit to no more than two weeks. We will review each submittal no more than two times. If additional submittal reviews are required thereafter, there will be an additional service request.
3. Respond to Requests for Information (RFIs), normally within three working days.
4. Review and comment on change orders.

Project Closeout

1. Work through change orders and related discussions.
2. Provide DSA closeout paperwork when the construction is in accordance with the design intent.

PROJECT SCHEDULE

A draft schedule was provided by the client, which is outlined below (noted to be subject to change). ZFA is able to meet the schedule shown.

Submittal or Phase	Submittal Date
NTP	April 2022
100% SD	June 2022
100% DD	August 2022
95% CD (DSA Submittal)	December 2022
DSA Permitting	TBD
CA	6 Months for Structural Work

PROJECT FEE

Our fee for the above services is a fixed fee of \$30,000, which is itemized per phase in the table below.

Fee Breakdown Table

Phase	Fee
Schematic Design	\$3,000
Design Development	\$6,000
Construction Documents	\$9,000
Plan Check Process	\$4,000
Bidding	\$500
Construction Administration / Project Closeout	\$7,500
Total	\$30,000

EXCLUSIONS

This agreement does not include major changes in the scope or design of the project as initiated by the owner or architect past the DD phase. This agreement also assumes only one increment and one permit submittal will be required; phasing or multiple permits will require additional services. Conventional shallow foundations are assumed for the purposes of this proposal; if other foundation systems are required, additional fees will be requested. Site work, retaining walls, fences, trellises, and awnings are excluded from the scope of work.

TERMS AND CONDITIONS

This agreement includes the Terms and Conditions attached in Attachment A: Terms and Conditions.

PROJECT AUTHORIZATION

We appreciate the opportunity to work with you on this project. We have attempted to anticipate the services required to successfully complete this project. If our fee is not in accordance with what you anticipated, please contact me. Should you find this proposal acceptable, please

return a signed copy of the attached Terms and Conditions document (Attachment A), along with this letter.

Thank you for providing us the opportunity to be considered to join your team.

Offered by:
ZFA STRUCTURAL ENGINEERS



Angie Sommer, SE
Associate Principal

Accepted by:
HKIT ARCHITECTS

Signature: _____

Name: _____

Date: _____

***Please sign the Terms & Conditions page.**

**ATTACHMENT A:
ZFA STRUCTURAL ENGINEERS TERMS AND CONDITIONS**

1. **BILLINGS/PAYMENTS**

Invoices will be submitted monthly for labor charges and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and ZFA Structural Engineers may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. In addition, a service charge of 1.5 percent per month on the past due principal balance may be charged. In the event any portion or all of an account remains unpaid 90 days after billing, the Client will be liable for any costs of collection if necessary, including reasonable attorney's fees plus court and related costs. All late payments will be applied first to interest, then to attorneys' fees and costs, and lastly to principal. Visa and Mastercard payments are accepted and will be charged a convenience fee of 2.0% of the total invoice amount.

2. **REIMBURSABLE EXPENSES**

Expenses other than labor charges that are directly attributed to our professional services are invoiced at our cost plus 20 percent. Reimbursable expenses typically include: 1) extra prints and reproductions, 2) special delivery (e.g. overnight) costs, 3) sub-consultants hired for the project by ZFA Structural Engineers with Client's authorization and 4) any and all work, fees, expenses and costs that are not specifically listed and identified in the Agreement, Description, and Scope of Services.

3. **SUSPENSION OF ENGINEERING SERVICES**

If the Client fails to make payments when due or otherwise is in breach of *this Agreement or any other Agreements* Client has made with ZFA Structural Engineers, ZFA may suspend performance of *all* services entailed by these agreements upon five (5) calendar days' notice to the Client. In such instances, ZFA Structural Engineers shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of the Agreement(s) by the Client. In such instances, ZFA Structural Engineers shall also have the right, at its sole discretion, to apply any payment(s) under any one Agreement, to the balance owed under any of the Agreements between parties. Notwithstanding any of the foregoing obligations of the Client under any Agreement(s) with ZFA Structural Engineers, remain separate and independent obligations of the Client, and nothing herein shall be construed to invalidate any portion of any of the respective Agreement(s).

4. **INDEMNIFICATION**

To the fullest extent permitted by law, the undersigned Client shall indemnify and hold ZFA harmless from any and all actions, causes of action, damages, claims, costs, demands and expenses including attorneys' fees, that result from injuries to and/or deaths to any and all persons, including but not limited to, ZFA and its employees, arising out of or connected in any manner with the performance or purported performance of the construction work specified or referenced in this Agreement; and for any and all destruction, including loss of use of any property, arising out of or in connection with the work specified or referenced in this Agreement, except when such actions, causes of actions, damages, claims, costs, demand, and expenses including attorneys' fees are due to the sole active negligence of ZFA.

5. **STATUTE OF LIMITATIONS**

As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion.

6. **TERMINATION**

This agreement may be terminated by either party within five (5) days of written notice to the other in the event of a substantial failure of performance by the other party through no fault of the terminating party. If this agreement is terminated, ZFA Structural Engineers shall be paid for services performed through the termination notice date, including reimbursable expenses due.

7. **EXPIRATION**

This Proposal and Agreement will expire automatically within 90 days from the date this document is issued and signed by ZFA, unless accepted and signed by Client within 90 days thereof, without modification.

8. **ACCESS TO SITE**

Unless otherwise stated, ZFA Structural Engineers will have access to the site for activities necessary for the performance of the services.

9. **HIDDEN CONDITIONS**

If ZFA Structural Engineers has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If 1) the Client fails to authorize such investigation or correction after due notification, or 2) ZFA Structural Engineers has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and ZFA Structural Engineers shall not be responsible for the existing condition or any resulting damage to persons or property.

10. CONSTRUCTION MEANS & METHODS

ZFA Structural Engineers shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

11. OTHER PROVISIONS

ZFA Structural Engineers will prepare drawings and specifications in a timely manner, but ZFA Structural Engineers is not responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this agreement was executed. Unless a specific deadline or schedule is agreed to under the Description and Scope of Services, then all work under this Agreement shall be performed in a reasonable time as determined by ZFA Structural Engineers. If Client suspend(s) and restart(s) the work or project, ZFA will be entitled to bill Client for any remobilization and extra costs as agreed upon with client.

One or more waivers by either or both parties of any provision, part of any provision, term condition, or covenant of this agreement shall not be construed as a waiver by either party of any other provision, part of any other provision, term, condition or covenant of this agreement.

Any opinion of construction cost offered by ZFA Structural Engineers represents the judgment of a design professional and is supplied for your general guidance, but ZFA Structural Engineers does not guarantee the accuracy of its opinion as compared to actual contractor bids or actual cost to the owner.

12. OWNERSHIP OF DOCUMENTS, MODELS, AND ELECTRONIC FILES

All computer analysis and building information models (BIM), drawings, plans, calculations, and specifications are instruments of service and shall remain the property of ZFA Structural Engineers, whether the project for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to ZFA Structural Engineers.

BIM model, CADD files, PDF documents, Digital Images, Scans, data, etc in any form of electronic media shall herein be referred to as "Electronic Files." Electronic files shall not be considered to be Contract or Construction Documents. Electronic Files do not in any way supersede or supplement the information included in the plans and specifications. Use of Electronic Files is not mandatory. Unless specifically noted in this agreement, an approved recipient, having the capability, may use the file as an added resource for conceptual understanding only. Transfer of Electronic Files is subject to all provisions of ZFA's Indemnification Agreement for Computer-Based Information.

13. VENUE

This agreement shall be interpreted and enforced in accordance with the laws of the State of California. The venue of any action brought to interpret or enforce any of the terms of this agreement or otherwise adjudicate the rights or liabilities of the parties hereto shall be laid in County of work.

14. DISPUTE RESOLUTION

At the discretion of ZFA Structural Engineers, all claims, counterclaims, disputes or other matters in question between the parties hereto arising out of or in relation to this Agreement or the breach thereof will be presented to non-binding mediation, subject to the parties agreeing to a mediator(s).

15. ENTIRE AGREEMENT

This Agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties, and unless specifically referenced herein, supersedes all prior negotiations, representations or proposals, either written or oral. If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Agreement's terms shall remain in full force and effect and shall not be affected thereby. This Agreement or any part thereof shall not be assigned or transferred by Client, without the prior consent of ZFA Structural Engineers.

16. CONTINGENT GUARANTEE

The representative of Client, who executes this Agreement, hereby represents and guarantees that Client is financially solvent and an ongoing business concern, and has the necessary resources to fulfill all obligations, including all financial obligations, of this Agreement. In the event that Client is unable to fulfill any of the obligations under this Agreement, within the timeframe called for in the Agreement or on demand, then said representative shall, on demand, be deemed personally liable to ZFA Structural Engineers, for any and all such obligations. In addition to the foregoing, during the existence of this Agreement, this contingent guarantee shall be binding on the following: as to a corporate Client, on all officers and shareholders; as to a limited liability company Client, on all members; as to any partnership Client, on all partners.

If Client or its representatives object to any of the foregoing, then Client must present to ZFA Structural Engineers at the time of execution of this Agreement, in writing, evidence of financial credit worthiness. Such evidence shall include, but not be limited to: current Dun & Bradstreet Report, current annual and quarterly Financial Statements, a current Credit Line Statement, current list of ongoing construction projects, and the last three banking statements for Client.

17. **PROJECT INFORMATION**

Upon execution of this Agreement by Client, Client will provide ZFA Structural Engineers, the physical address and legal description of the project property, and will identify by name, address and telephone number, the owner, architect, construction lender and/or surety for the project, including the reference number(s) for any loan and/or surety bond.

18. **BILLING RATES**

Executive Principal	\$320.00 per hour	Engineer	\$140.00 per hour
Principal	\$250.00 per hour	Designer	\$120.00 per hour
Associate Principal	\$195.00 per hour	Project BIM Manager	\$130.00 per hour
Senior Associate	\$180.00 per hour	Senior BIM Tech	\$120.00 per hour
Associate.....	\$170.00 per hour	BIM Technician	\$110.00 per hour
Senior Engineer.....	\$155.00 per hour	Engineering Support	\$75.00 per hour

19. **LIMIT OF LIABILITY**

Neither ZFA Structural Engineers, their sub consultants, nor their agents or employees shall be jointly, severally, or individually liable to the Client in excess of ten times the compensation to be paid pursuant to this Agreement or fifty thousand dollars (\$50,000), whichever is greater, by reason of any act or omission, sounding in tort or contract, including breach of contract, breach of warranty, or negligence.

Offered by: ZFA STRUCTURAL ENGINEERS

Accepted by:



Signature: _____

Mark A. Moore
Executive Principal
March 28, 2022

Print Name: _____

Date: _____



Program & Construction Management

March 30, 2022

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

Re: Rio Vista High School
New Culinary & Science Classrooms
Construction Management Fee Proposal

Dear Ms. Wright:

In accordance with the Agreement between the District and RGM Kramer, Inc., the following is our fee proposal for construction management services for the Rio Vista High School New Culinary & Science Classroom Project.

As set forth in the Agreement, our fee will be a fixed amount based on a percentage of the construction cost. We estimate the construction cost for the project to be approximately \$2,500,000. The final fees will be adjusted based on the final construction cost. The services to be provided shall be as described in the Agreement for the phases described below.

Our proposed CM fee for this project is as follows:

Table with 4 columns: Description, Estimated Constr. Cost*, %, CM Fee*. Rows include CM Fee Calculation breakdown (8% of first \$500,000, 7.5% of second \$500,000, etc.) and a Total row.

*Fee to be adjusted based on final construction cost.

Description	%	Fee
CM Fee Breakdown by Phase:		
Design	15.0%	\$ 26,625
Constructability Review & Estimating	10.0%	\$ 17,750
Plan Check, Bidding & Award	5.0%	\$ 8,875
Construction	65.0%	\$ 115,375
Occupancy & Close-Out	5.0%	\$ 8,875
Total	100.0%	<u>\$ 177,500</u>

RGMK will invoice the District monthly based on the percentage completion for each phase. In addition to the above fees, RGMK will invoice the District for any reimbursable expenses at cost plus 10% as provided for in the Agreement. We do not expect any significant reimbursable expenses and suggest a budget of \$1,500 for such expenses.

If satisfactory, please sign and return one copy for our records.

Respectfully Submitted,



Ralph Caputo, CEO
RGM Kramer, Inc.

CC: Tammy Busch, RDUSD
Ralph Caputo, RGM Kramer, Inc.
Marlin Jones, RGM Kramer, Inc.
Janice Betts, RGM Kramer, Inc.
Shireen Harris, RGM Kramer, Inc.

Description: Window Replacement
Buildings: NA
Square Feet: NA

<input checked="" type="checkbox"/>	Preliminary
<input type="checkbox"/>	Pre Final
<input type="checkbox"/>	Final

Preliminary

A. SITE	
1 SITE ACQUISITION/APPRAISAL/TITLE	\$ 0
2 SURVEY	\$ 0
3 SITE SUPPORT - BOND FEES	\$ 0
4 LEGAL FEES - Allowances	\$ 5,000
5 OTHER (EIR/Negative Declaration)	\$ 0
6 OTHER	\$ 0
SITE SUBTOTAL	\$ 5,000
B. PLANS	
1 ARCHITECT'S FEE FOR PLANS	\$ 40,500
2 DSA FEES	\$ 0
DSA HOURLY FEES ALLOWANCE	\$ 0
4 HEALTH DEPARTMENT	\$ 0
5 ENERGY ANALYSIS FEES	\$ 0
6 DEPARTMENT OF EDUCATION - PLAN CHECK FEE	\$ 0
7 PRELIMINARY TESTS	\$
A. SOILS	\$ 0
B. OPSC & YRE CONSULTANTS	\$ 2,500
C. BIDDING AND ADVERTISING	\$ 5,000
D. ENGINEERING/CONSULTING	\$ 0
E. HAZARDOUS MATERIAL SURVEY/SPECS	\$ 10,000
8 ADMINISTRATIVE COSTS	\$ 0
PLANS SUBTOTAL	\$ 58,000
C. CONSTRUCTION	
1 A. UTILITY SERVICE FEES	\$ 0
B. UTILITY SERVICE IMPROVEMENTS	\$ 0
2 OFF-SITE DEVELOPMENT	\$ 0
3 SERVICE SITE DEVELOPMENT	\$ 0
4 GENERAL SERVICE SITE DEVELOPMENT	\$ 0
5 MODERNIZATION	\$ 350,000
6 DEMOLITION / INTERIM HOUSING*	\$ 0
7 NEW CONSTRUCTON	\$ 0
8 A. UNCONVENTIONAL ENERGY SOURCES	\$ 0
B. SPECIAL ACCESS COMPLIANCE	\$ 0
C. TECHNOLOGY ALLOWANCE	\$ 0
9 ENVIRONMENTAL ABATEMENT	\$ 25,000
10 AIR MONITOR CLEARANCE	\$ 0
11 PROJECT MANAGEMENT	\$ 29,500
12 OTHER (ITEMIZE)	\$
A. Labor Compliance	\$ 0
B. MOVING/STORAGE (District Expense)	\$ 0
C. UNDERGROUND UTILITY SEARCH	\$ 0
CONSTRUCTION SUBTOTAL	\$ 404,500
D. TESTS (CONSTRUCTION LAB)	\$ 0
E. INSPECTION (IOR)	\$ 32,500
F. FURNITURE AND EQUIPMENT	\$ 0
G. CONTINGENCIES	\$ 52,500
TOTAL ESTIMATED COSTS (ITEMS A THROUGH G)	\$ 552,500





WILSON ARCHITECTURE, INC.

609 15TH STREET
MODESTO, CA 95354-2510
(209) 577-0114
(209) 577-0116 FAX
arcnorm@pacbell.net

PROPOSAL/AGREEMENT

When returning this document to Wilson Architecture, Inc. please return all pages (by fax or mail). Thank you.

April 19, 2022

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

RE: Window Replacements Walnut Grove ES

Dear Ms. Wright,

We have reviewed the information forwarded to our office for the work. We understand that we will need to develop bidding plans to remove and replace the existing numerous windows in (1) original building with new vinyl replacements. This project will not be submitted to DSA as the goal is to leave the existing window frames in place and install the new window units over them and trim out as necessary, so we meet the exclusion/ exemption conditions noted in the DSA IR A-22 for DSA review of the project.

Based on the information received, our office will prepare the architectural site plan and other related drawings and detail to secure bids from various contractors and proceed with their installation of the new window units.

The District will supply as-built site drawings, as necessary, acknowledged by the District that the original building drawings may not fully show the on site conditions at the present time or any past remodels/modification done to the building.

Our fee for the above project will be \$40,600.00, plus any required engineering.

Reimbursables are in addition to the Fee as quoted above. Reimbursables include, but are not limited to: large format prints/copies, xerox copies, shipping, mileage, and postage. We estimate the reimbursables for this project to be \$300.



TO: Katherine Wright, River Delta Unified School District
FROM: Norman Wilson, Wilson Architecture, Inc.
SUBJECT: Walnut Grove ES Window Replacements

April 19, 2022
Page 2

Excluded from our fees:

1. Payments of submittal/permit fees with DSA or any jurisdictions.
2. Prints and reproducibles will be billed separately in addition to our fee.
3. No civil surveying will take place
4. No electrical, data or lighting is to be included.

All billings will be monthly as work is completed with carrying charges at 1½% monthly (18% Annually) on any amount unpaid for 10 days. Payment of invoices from Wilson Architecture, Inc. are not contingent on receipt of any loan proceeds, draws from loans/lines, escrow proceeds, payments from any Financial Institutions/Government Agencies, and/or tenant(s)/lessee(s). A copy of our "Standard Provisions of Agreement" (attached) are hereby part of this agreement. All permit and application fees, any required engineering, reimbursables, planning approval for uses is not part of the scope of work.

Please review this information and confirm by signing below and returning (1) copy by fax immediately and the original by mail. Please attach any necessary billing information or purchase order numbers required.

The "Standard Provisions of Agreement" are part of this agreement and are attached hereto.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Norman E. Wilson
License #C10851

NEW:jph K:\WPData\Contracts\222627 River Delta USD Walnut Grove Window Replacements.frm



TO: Katherine Wright, River Delta Unified School District
FROM: Norman Wilson, Wilson Architecture, Inc.
SUBJECT: Walnut Grove ES Window Replacements

April 19, 2022
Page 3

By signing this, I state that I am authorized representative to sign for the company / partnership / corporation / limited liability company / government agency as indicated in this document and agree to the terms and conditions set out in this agreement and have received the "Standard Provisions of Agreement" as part of this agreement.

Approved

River Delta Unified School District

April 19, 2022

Authorized Signature

Date

Name and Title

Purchase Order/Internal #: _____



TO: Katherine Wright, River Delta Unified School District
 FROM: Norman Wilson, Wilson Architecture, Inc.
 SUBJECT: Walnut Grove ES Window Replacements

April 19, 2022
 Page 4



WILSON ARCHITECTURE, INC.
 609 15TH STREET
 MODESTO, CA 95354-2510
 (209) 577-0114
 (209) 577-0116 FAX

Job #: 222627

CURRENT BILLING INFORMATION

Name/Address: Katherine Wright
 River Delta Unified School District
 445 Montezuma Street
 Rio Vista, California 94571

REVISED BILLING INFORMATION

Name:	
Address:	
City, State & Zip:	
Contact:	
Phone No.:	
Fax No.:	

Approved By:	
Date:	



STANDARD PROVISIONS OF AGREEMENT

The Client and Architect agree that the following provisions shall be part of their agreement.

1. The client binds itself and its, successors, and assigns to the Architect of this agreement in respect to all of the terms and conditions of this agreement. Architect, as used hereinafter in the agreement, shall be the Architect and his separate engineering consultants, if any.
2. Neither the client nor Architect shall assign his interest in this agreement without the written consent of the other which will not be unreasonably withheld.
3. In the event any provisions of this agreement shall be held to be invalid and unenforceable, the other provisions of this agreement shall be valid and binding on the parties hereto.
4. Architect and Client hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Architect against Client or Client against Architect on any matter whatsoever arising out of, or in any way connected with, this agreement, the relationship of Architect and Client, Client use or occupancy of the Premises, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect. If any action at law or inequity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and other necessary disbursements in addition to any other releases he may be entitled. Client and Architect hereby agree that if any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing becomes necessary to enforce or interpret the terms of this agreement, the place of venue shall be Stanislaus County, California.
5. All original papers, documents, copies, and computer tapes and files thereof, produced as a result of this contract, except documents which are required to be filed with public agencies, shall remain the sole property of the Architect. Services provided within this agreement are for the exclusive use of the client for the project only. The client may retain one reproducible sets of drawings plus prints of such work for project reference only and shall not reuse documents for other projects, and shall further hold the architect harmless from use of drawings for whatever purpose.
6. The Architect makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and the Architect shall not be responsible for fluctuations in cost factors, or partial or overall costs.
7. Architect does not guarantee the completion or quality of performance of contracts by the construction contractor or contractors, or other third parties, not is he responsible for their acts or omissions.
8. In the event that any changes are made in the plans and specifications by the client or persons other than Architect, which affects the Architect's work, any and all liability arising out of such changes is waived as against the Architect and the client assumes full responsibility for such changes unless client has given Architect prior notice and has received from Architect written consent for such changes.
9. The Architect is not responsible, and liability is waived by client against Architect, for use by client of any other person of any plans and drawings not signed by Architect. **The Client agrees that the Architect has no responsibility for the design or their respective drawings, for any other items noted as "excluded" from the project on our attached proposal.**
10. The client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours; and the client further agrees to defend, indemnify and hold the Architect harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the negligence of the Architect.
11. A late payment FINANCE CHARGE (including bookkeeping charges) will be computed at the periodic rate of 1.5% per month, which is an ANNUAL PERCENTAGE RATE OF 18%, and will be applied to any unpaid balances commencing 30 days after the date of the original invoice. A written notice of late payment must be given to the Client notifying him of default.
12. In the event that the plans, specifications, and/or field work covered by this contract are those required by various governmental agencies and in the event that due to change of policy of said agencies after the date of this agreement, additional office or field work is required the said additional work shall be paid by client as extra work.
13. Limitation of Liability: The entire and combined liability of the Architect, with the exception of liability for personal injury, shall in no event exceed the total amount actually paid to the Architect by the Owner for services performed hereunder, due to the limited scope of services.
14. In the event all or any portion of the work prepared or partially prepared by the Architect by suspended, abandoned, or terminated, the client shall pay the Architect for the work performed on the agreed hourly basis, not to exceed any maximum contract amount specified herein.
15. Rights of Lien: The owner and/or client acknowledges and accepts the architects and consultants rights to protect their rights to fair compensation for services performed. The owner herein acknowledges the consultants' right and recourse to file notice of liens, preliminary, and final actions as necessary to protect such rights of collection whether on developed or unimproved lands where professional services have been performed for the owner, or title holder, or optionee of such lands where studies, drawings or other services have been performed under this agreement.
16. All public advertising, mailers, sales information, and other publicity where the building or project, is shown as a significant portion of the advertisement, shall bear the Architect's name with the building/project photos/prints and other advertisements, unless so directed otherwise by the Architect, and shall be done in a professional manner acceptable to the Architect. The Client agrees to allow the Architect to install a job sign on the project.
17. Unless stipulated otherwise, the client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessments fees, engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, travel, courier service, blueprints and reproductions. All such costs shall be charged to client separately on each invoice as reimbursable expenses to this agreement in addition to the fee. Consultants services to the Architect shall be billed at 1.5 x Architect's direct costs when such work is not part of Architect's basic services.
18. Asbestos and other Hazardous Materials: The Architect and his consultants do not perform services related to the identification, containment, design, control, or removal of asbestos or other hazardous materials nor will they assume liability for any damages or costs related to these materials. This includes all hazardous materials including the newly discovered implications or "acid rain" and "indoor pollution".
19. It is understood between the Owner and the Architect that any construction project involves interpretation of codes and information from many sources, and that during the course of construction various items of correction are needed, due to these circumstances and errors/omissions from the drawings, therefore the Owner will provide sufficient construction contingency funds equal to a minimum of 10-15% of project budgets (building) to cover field and change orders and other necessary changes/modifications required for a completed project. The architect will not pay for change orders or back charges, but will provide prompt and free services to correct such oversights as necessary for such related responsibilities.
20. Time for review and recommendations for field and change orders that are not the direct responsibility of the architect or their engineers shall be additional services based on standard hourly rates and charges.
21. This agreement when executed and returned with any other requested documents/fees shall authorize the Architect and Consultants to proceed immediately under the terms of the agreement. This agreement shall automatically terminate twelve (12) months from execution of this agreement or sooner if all services have



- been performed.
22. The Client will supply the Architect all information known about underground site utilities or other underground concerns. The Architect will not be held responsible for job related problems relating to underground items not transmitted to the Architect.
 23. This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party, but only after the other party is given:
 - a. not less than ten (10) days' written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
 24. This Agreement may be terminated in whole or in part by CLIENT for its convenience; but only after the ARCHITECT is given:
 - a. not less than fifteen (15) days' written notice of intent to terminate; and
 - b. an opportunity for consultation with CLIENT prior to termination.
 25. If termination for default is effected by CLIENT, CLIENT will pay ARCHITECT that portion of the compensation which has been earned as of the effective date of termination but:
 - a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - b. any payment due to the ARCHITECT at the time of termination may be adjusted to the extent of any additional costs occasioned to CLIENT by reason of the ARCHITECT's default.
 26. If termination for default is effected by the ARCHITECT, or if termination of convenience is effected by CLIENT, an equitable adjustment in the compensation shall be made, which shall include a reasonable profit for services or other work performed up to the effective date of termination less all previous payments.
 27. Upon receipt or delivery by ARCHITECT of a termination notice, the ARCHITECT shall:
 - a. promptly discontinue all services affected (unless the notice directs otherwise); and
 28. Upon termination, CLIENT may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the ARCHITECT shall cease conduction business, CLIENT shall have the right to offer employment to any employee of the ARCHITECT assigned to the performance of this Agreement.
 29. The rights and remedies of CLIENT and the ARCHITECT provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
 30. Neither party shall be considered in default in the performance of its obligations hereunder, or any of them, to the extent that performance of such obligations, or any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.
 - a. Delays arising from the actions or inactions of one or more of ARCHITECT's principals, officers, employees, agents, subcontractors, consultants, vendors or suppliers are expressly recognized to be within ARCHITECT's control.
 31. If additional services are required, in addition to the signed contract, written authorization from the CLIENT will be obtained prior to the start of work. The ARCHITECT will request from the CLIENT additional services, by way of a Change Order or Professional Services Supplement. The request for additional services will include our Job Number/Job Description, Scope of Additional Work, Estimated Additional Fee, and Time Frame to complete work. The ARCHITECT may also commence work upon written authorization from the CLIENT in the form of a letter or fax.



Program & Construction Management

March 30, 2022

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

Re: Walnut Grove Elementary School
Window Replacement
Construction Management Fee Proposal

Dear Ms. Wright:

In accordance with the Agreement between the District and RGM Kramer, Inc., the following is our fee proposal for construction management services for Walnut Grove Elementary School Window Replacement Project.

As set forth in the Agreement, our fee will be a fixed amount based on a percentage of the construction cost. We estimate the construction cost for the project to be approximately \$350,000. The final fees will be adjusted based on the final construction cost. The services to be provided shall be as described in the Agreement for the phases described below.

Our proposed CM fee for this project is as follows:

Table with 4 columns: Description, Estimated Constr. Cost*, %, CM Fee*. Rows include CM Fee Calculation with percentages (8% to 4%) and amounts (\$28,000 total).

*Fee to be adjusted based on final construction cost.

Description	%	Fee
CM Fee Breakdown by Phase:		
Design	15.0%	\$ 4,200
Constructability Review & Estimating	10.0%	\$ 2,800
Plan Check, Bidding & Award	5.0%	\$ 1,400
Construction	65.0%	\$ 18,200
Occupancy & Close-Out	5.0%	\$ 1,400
Total	100.0%	\$ 28,000

RGMK will invoice the District monthly based on the percentage completion for each phase. In addition to the above fees, RGMK will invoice the District for any reimbursable expenses at cost plus 10% as provided for in the Agreement. We do not expect any significant reimbursable expenses and suggest a budget of \$1,500 for such expenses.

If satisfactory, please sign and return one copy for our records.

Respectfully Submitted,



Ralph Caputo, CEO
RGM Kramer, Inc.

CC: Tammy Busch, RDUSD
Ralph Caputo, RGM Kramer, Inc.
Marlin Jones, RGM Kramer, Inc.
Janice Betts, RGM Kramer, Inc.
Shireen Harris, RGM Kramer, Inc.

Description: Replace Fire Alarm System
Buildings: 2
Square Feet: 39,493

<input checked="" type="checkbox"/>	Preliminary
<input type="checkbox"/>	Pre Final
<input type="checkbox"/>	Final

Preliminary

A. SITE	
1 SITE ACQUISITION/APPRAISAL/TITLE	\$ 0
2 SURVEY	\$ 0
3 SITE SUPPORT - BOND FEES	\$ 0
4 LEGAL FEES - Allowances	\$ 5,000
5 OTHER (EIR/Negative Declaration)	\$ 0
6 OTHER	\$ 0
SITE SUBTOTAL	\$ 5,000
B. PLANS	
1 ARCHITECT'S FEE FOR PLANS	\$ 58,760
2 DSA FEES	\$ 5,978
DSA HOURLY FEES ALLOWANCE	\$ 0
4 HEALTH DEPARTMENT	\$ 0
5 ENERGY ANALYSIS FEES	\$ 0
6 DEPARTMENT OF EDUCATION - PLAN CHECK FEE	\$ 0
7 PRELIMINARY TESTS	\$
A. SOILS	\$ 0
B. OPSC & YRE CONSULTANTS	\$ 2,500
C. BIDDING AND ADVERTISING	\$ 5,000
D. ENGINEERING/CONSULTING	\$ 0
E. HAZARDOUS MATERIAL SURVEY/SPECS	\$ 5,000
8 ADMINISTRATIVE COSTS	\$ 0
PLANS SUBTOTAL	\$ 77,238
C. CONSTRUCTION	
1 A. UTILITY SERVICE FEES	\$ 0
B. UTILITY SERVICE IMPROVEMENTS	\$ 0
2 OFF-SITE DEVELOPMENT	\$ 0
3 SERVICE SITE DEVELOPMENT	\$ 0
4 GENERAL SERVICE SITE DEVELOPMENT	\$ 0
5 MODERNIZATION	\$ 350,000
6 DEMOLITION / INTERIM HOUSING*	\$ 0
7 NEW CONSTRUCTON	\$ 0
8 A. UNCONVENTIONAL ENERGY SOURCES	\$ 0
B. SPECIAL ACCESS COMPLIANCE	\$ 0
C. TECHNOLOGY ALLOWANCE	\$ 0
9 ENVIRONMENTAL ABATEMENT	\$ 10,000
10 AIR MONITOR CLEARANCE	\$ 0
11 PROJECT MANAGEMENT	\$ 29,500
12 OTHER (ITEMIZE)	\$
A. Labor Compliance	\$ 0
B. MOVING/STORAGE (District Expense)	\$ 0
C. UNDERGROUND UTILITY SEARCH	\$ 0
CONSTRUCTION SUBTOTAL	\$ 389,500
D. TESTS (CONSTRUCTION LAB)	\$ 0
E. INSPECTION (IOR)	\$ 32,500
F. FURNITURE AND EQUIPMENT	\$ 0
G. CONTINGENCIES	\$ 52,500
TOTAL ESTIMATED COSTS (ITEMS A THROUGH G)	\$ 556,738



January 12, 2022

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

Reference: River Delta Unified School District
Walnut Grove Fire Alarm
HKIT Project #21029.02

Dear Kathy:

HKIT is pleased to provide you with this fee proposal for professional design services for the Walnut Grove fire alarm replacement project. The scope of services will include architectural and electrical engineering design of a complete campus fire alarm system to replace the existing.

Design phase scope includes:

1. One (1) site visit.
2. One (1) kick off meeting with RDUSD to discuss requirements.
3. Creation of design development documents.
4. One (1) meeting with RDUSD to review progress drawings.
5. Creation of construction documents.
6. DSA submission, review, and approval

Bidding phase scope includes:

7. One (1) Pre-bid conference on site.
8. Responses to technical bid requests for information (RFIs).
9. Creation of addenda

Construction and closeout phase scope includes:

10. Weekly (8) virtual meeting via Zoom or another similar program.
11. Three (3) site visits as necessary to review on site conditions during construction.
12. Review of submittals, shop drawings
13. Responses to RFIs
14. Creation of supplemental instructions as necessary.
15. One (1) punch list walk and one (1) backcheck of the punch list
16. Assist the District and RGMK in obtaining DSA certification.

HKIT will provide meeting minutes for the meetings during design, RGMK will provide meeting minutes for the meetings during construction. This proposal excludes cost estimating.

The work will be designed and developed Winter/Spring 2022 and submitted to DSA in Spring of 2022. Construction is schedule to take place in the summer of 2022 and last approximately 2 months. Melissa Regan-Byers will manage the project, Alma Davila will produce the architectural drawings.

COMPENSATION

We propose working on a Lump Sum Basis of **Fifty-Eight Thousand Seven Hundred Sixty Dollars and 00/100 (\$58,760)** as noted below. Our electrical engineer consultant proposal is attached.

A break down of our fee per phase is listed below.

Architectural Services **\$23,560**
(190 hrs @ average billing rate of \$124)

Consultant Team

Electrical Engineering
(\$32,000 x 1.1) **\$35,200**

Total: **\$58,760**

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

FEE BY PHASE BREAKDOWN			
	ARCHITECTURAL	ELECTRICAL	TOTAL
Schematic/Design Development	\$ 5,277.00	\$ 8,250.00	\$ 13,527.00
Construction Documents	\$ 5,989.00	\$ 13,750.00	\$ 19,739.00
DSA Approval	\$ 2,921.00	\$ 3,850.00	\$ 6,771.00
Bidding	\$ 2,921.00	\$ 1,100.00	\$ 4,021.00
Construction Administration & Closeout	\$ 6,452.00	\$ 8,250.00	\$ 14,702.00
TOTAL			\$ 58,760.00

HKIT ARCHITECTS



Jeff Evans, AIA, LEED AP BD+C
Principal



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



December 30, 2021

Melissa Regan-Byers
HKIT Architects
538 Ninth Street, Suite 240
Oakland, CA 94607

Project: Walnut Grove Elementary School Fire Alarm System
Subject: Electrical Consulting Engineering Fee Proposal

Dear Melissa:

The Engineering Enterprise is pleased to provide a fee proposal for consulting electrical engineering services on the above subject project as outlined in this document.

1.0 Project Description

1.1 Overview

- A. The project consists of the design of a new campus wide fire alarm system to replace the existing system at Walnut Grove Elementary, located in the City of Walnut Grove, California.
- B. The site/campus includes two buildings totaling approximately 39,493 square feet.

1.2 Fire Alarm Systems and/or Features

- A. Design of the campus wide fire alarm system to replace the existing system with a new addressable, non-proprietary fire alarm system with integrated emergency communication system. The design will include:
 - 1. Demolition of the existing fire alarm panel, booster panels, horns, strobes, detectors, pull stations, and all associated cable.
 - 2. Upgrade of the site ug conduit as required after a thorough review of the existing conditions.
 - 3. New Fire Alarm Control Panel with emergency voice annunciation.
 - 4. Local and remote fireman's microphone for manual announcing through the fire alarm speakers.
 - 5. Remote booster and audio amplifier panels located around campus.
 - 6. Smoke, Heat and Carbon monoxide detectors located in all spaces and ceilings as required by the 2016 California Fire Code (CFC).
 - 7. Speaker and strobe notification devices located on ceilings, walls and exterior walls as required by the 2016 California Fire Code (CFC).
 - 8. FA system connection to existing Fire Smoke Dampers.
 - 9. Duct smoke detectors for Air Handling Unit systems 2000 CFM or greater.

- B. Electrical system:
 - 1. Power circuits for Booster and Audio Amplifier panels.
 - a. It is assumed that adequate power is available at existing panel/s to add an additional 120V/20A dedicated circuit breaker.

2.0 Scope of Services

2.1 Design Development Phase

- A. Attend one meeting with the River Delta School District to obtain information concerning system requirements for the fire alarm design.
- B. Obtain and review record drawings provided by River Delta School District.
- C. Consult with inspection authorities to determine special code requirements.
- D. Conduct a detailed site walk of the campus to identify existing fire alarm equipment, device locations, underground conduit, power panels, current building conditions, etc.
- E. Prepare drawings to include the following:
 - 1. Site fire alarm plan.
 - 2. Equipment and device locations.
 - 3. Equipment room enlargements if needed.
- F. Attend a review meeting to go over the design development package.

2.2 Construction Document Phase

- A. Prepare a complete set of construction drawings.
 - 1. Provide a 50% CD progress set for River Delta School District review.
 - 2. Provide a 95% CD progress set for River Delta School District review.
- B. Prepare a 100% CD set for DSA submission.
- C. Prepare detailed construction specifications outlining materials and installation requirements.
- D. Prepare cut sheets and CSFM listing sheets for all fire alarm devices and equipment for submission to DSA.

2.3 Agency Approval Phase

- A. Schedule back check date with DSA for re-submittal of bid documents.
- B. Coordinate and obtain written approval of final design work with local agencies and DSA.
- C. Respond to plan review comments. Incorporate plan review comments into construction documents.

2.4 Bidding Phase

- A. Attend pre-bid meeting with bidding contractors.
- B. Interpret construction documents and prepare written response to questions.
- C. Review bid documents with the owner and make recommendations.

2.5 Construction Administration Phase

- A. Review shop drawings, submittal data, and record “as-built” drawings.
- B. Respond to field RFIs and prepare clarification instructions as needed.
- C. Visit site three times to verify compliance with construction documents, review the final installation and prepare a punch list of all deficient items requiring correction by the contractor.
- D. Review contractors as built drawings and test results.

3.0 Extra Services not Included

3.1 Special Studies

- A. Special environmental impact investigations and related research. Such studies are not anticipated under this proposed agreement.
- B. Leadership in Energy and Environmental Design (LEED) related services.
- C. Life cycle cost analyses and energy effectiveness studies.

3.2 Design Services

- A. Redesign for reasons not the fault of The Engineering Enterprise, including changes in project scope or Owner requirements following the approval of scope and compensation outlined in this document.
- B. Services to provide designs for deductive or additive alternate bid items.
- C. Employment of special sub-consultants at the request of the Owner or Architect.
- D. Structural analysis or structural and seismic design of equipment anchorage and support systems.
- E. Preparation of construction cost estimates and detailed quantity take-offs.
- F. Construction management services

3.3 Construction Administration Services

- A. Preparation of maintenance or operating manuals.
- B. Preparation of record “as-built” documents.
- C. System commissioning.
- D. Trips to the construction site in excess of those listed in Scope of Services above.
- E. Prolonged construction support services should construction time on any portion of the project be exceeded by more than 20 percent of the time for completion stipulated in the construction contract.
- F. Reviews of change orders that are the result of Owner generated changes or are generated by other disciplines and/or consultants.

4.0 Additional Understandings

4.1 Materials and Services Provided by the Architect

- A. Informational and coordination prints of project architectural, structural, civil, landscape, mechanical, etc. drawings as required, and at times requested, by The Engineering Enterprise for the performance of services outlined herein.

- B. Base floor plans and site plan(s) compatible with Revit/AutoCAD.
- C. Detailed information on Owner furnished equipment to be installed or for which provisions are to be made under the electrical subcontract.
- D. Reproduction of drawings, specifications and reports for in-house distribution to the Architect's staff and record copies of construction documents for the consultant's use.

4.2 Assumptions

- A. Existing Electrical Service:
 - 1. The existing power distribution system for this facility has sufficient capacity to accommodate the new loads associated with this project.

5.0 Terms and Conditions of Service

5.1 Warranty

The Engineering Enterprise makes no warranty, either expressly or implied, as to our findings, recommendations, specifications or professional advice, except that these services were prepared/performed in accordance with generally accepted professional engineering practices in existence at the time and place of such services.

5.2 Breach of Contract Damages

The Engineering Enterprise's liability to client for breach of this fee proposal shall, to the extent permitted by law, be limited to The Engineering Enterprise's fee. However, The Engineering Enterprise shall have no liability to client for consequential, special, punitive, or other indirect damages.

5.3 Third Party Liability

The Engineering Enterprise does not guarantee the completion of performance contracts by the construction contractor(s) or other third parties, nor is it responsible for their acts or omissions, or for the safety of the contractor('s) work.

5.4 Insurance Limits

Fees proffered anticipate Professional Liability Insurance burden in the maximum amount of \$5,000,000.00. Should a greater amount of insurance be required, an upward adjustment of quoted fee will be necessary.

5.5 Segregation of Contract

The quoted fee and fee apportionments are predicated upon a single contract covering all of the work described herein. In the event that only a partial contract is assigned, the fees stipulated are void and a new proposal will be submitted reflecting an abbreviated scope of services.

5.6 Documents

The drawings and specifications prepared by the Consultant, whether in hard copy or machine-readable format, are instruments of service to be used only for the specific project(s) covered by this agreement. All drawings, including tracings and/or special masters as well as calculations shall remain the property of The Engineering Enterprise.

Because information and data delivered in an electronic format may be altered, either inadvertently or otherwise, The Engineering Enterprise reserves the right to remove from copies provided to architect all identification reflecting the involvement of The Engineering Enterprise in the preparation of the data.

6.0 Compensation

6.1 Basic Services

Services described under Section 2.0, Scope of Services, will be performed for the lump sum fee values outlined below:

PROJECT PHASE	FEE
Design Development Phase	\$7,500
Construction Document Phase	\$12,500
Agency Approval Phase	\$3,500
Bidding Phase	\$1,000
Construction Administration Phase	\$7,500
TOTAL DESIGN FEE	\$32,000

6.2 Extra Services

Compensation for Extra Services as defined in Section 3.0 shall be paid hourly for all authorized services rendered at the rates indicated below:

- | | |
|-------------------------------------|------------|
| A. Principal | \$270/hour |
| B. Associate | \$230/hour |
| C. Project Engineer/Project Manager | \$210/hour |
| D. Designer | \$190/hour |
| E. BIM Technician | \$160/hour |
| F. Project Coordinator | \$125/hour |

7.0 Reimbursable Expenses

Travel, parking, delivery and reproduction costs will be billed separately on a direct cost basis with no additional markup by TEE.

8.0 Payment


Invoices for services will be issued monthly and shall be due and payable upon receipt. A yearly carrying charge of eighteen percent (18%) will be added to each invoice thirty days delinquent. No carrying charge will be incurred if invoices are paid in full within sixty (60) days of the date of the invoice.

It is understood that this letter constitutes the entire agreement between the parties and that there are no conditions, agreements, or representations between the parties except as expressed herein.

If a court of competent jurisdiction finds this agreement, or any portion of this agreement, to be invalid, unlawful, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this agreement and all provisions of all other agreements between the parties shall not in any way be affected or impaired by the finding of invalidity, illegality, or unenforceability.

Please indicate your approval of the foregoing proposal by signing in the space provided below and by returning one copy of this agreement to our office at your earliest convenience.

By: _____ Date: _____
for HKIT Architects
Melissa Regan-Byers

By:  _____ Date: December 30, 2021
for The Engineering Enterprise
Danny McKevitt, Principal

cc: Jonathan Friedman, TEE

P:\00-Pending Projects\Walnut Grove ES\2021-12-30 Walnut Grove Elementary School Fire Alarm System.docx



Program & Construction Management

January 12, 2022

Ms. Tammy Busch, Chief Business Official
River Delta Unified School District
445 Montezuma Street
Rio Vista, CA 94571

Re: Walnut Grove Elementary School
Fire Alarm Replacement Project
Construction Management Fee Proposal

Dear Ms. Busch:

In accordance with the Agreement between the District and RGM Kramer, Inc., the following is our fee proposal for construction management services for the Walnut Grove Elementary School Fire Alarm Replacement Project.

As set forth in the Agreement, our fee will be a fixed amount based on a percentage of the construction cost. We estimate the construction cost for the fire alarm replacement project to be approximately \$500,000. The final fees will be adjusted based on the final construction cost. The services to be provided shall be as described in the Agreement for the phases described below.

Our proposed CM fee for this project is as follows:

Table with 4 columns: Description, Estimated Constr. Cost*, %, CM Fee*. Rows include CM Fee Calculation breakdown and a Total row.

*Fee to be adjusted based on final construction cost.

Description	%	Fee
CM Fee Breakdown by Phase:		
Design	15.0%	\$ 6,000
Constructability Review & Estimating	10.0%	\$ 4,000
Plan Check, Bidding & Award	5.0%	\$ 2,000
Construction	65.0%	\$ 26,000
Occupancy & Close-Out	5.0%	\$ 2,000
Total	100.0%	<u>\$ 40,000</u>

RGMK will invoice the District monthly based on the percentage completion for each phase. In addition to the above fees, RGMK will invoice the District for any reimbursable expenses at cost plus 10% as provided for in the Agreement. We do not expect any significant reimbursable expenses and suggest a budget of \$1,500 for such expenses.

If satisfactory, please sign and return one copy for our records.

Respectfully Submitted,



Ralph Caputo, CEO
RGM Kramer, Inc.

CC: Kathy Wright, RDUSD
Ralph Caputo, RGM Kramer, Inc.
Marlin Jones, RGM Kramer, Inc.
Janice Betts, RGM Kramer, Inc.
Elaina Muhlestein, RGM Kramer, Inc.

Description: Cafeteria Modernization
Buildings: 1
Square Feet: 8,650

<input checked="" type="checkbox"/>	Preliminary
<input type="checkbox"/>	Pre Final
<input type="checkbox"/>	Final

Preliminary

A. SITE	
1 SITE ACQUISITION/APPRAISAL/TITLE	\$ 0
2 SURVEY	\$ 10,000
3 SITE SUPPORT - BOND FEES	\$ 0
4 LEGAL FEES - Allowances	\$ 10,000
5 OTHER (EIR/Negative Declaration)	\$ 0
6 OTHER	\$ 0
SITE SUBTOTAL	\$ 20,000
B. PLANS	
1 ARCHITECT'S FEE FOR PLANS	\$ 345,786
2 DSA FEES	\$ 24,800
DSA HOURLY FEES ALLOWANCE	\$ 0
4 HEALTH DEPARTMENT	\$ 5,000
5 ENERGY ANALYSIS FEES	\$ 0
6 DEPARTMENT OF EDUCATION - PLAN CHECK FEE	\$ 0
7 PRELIMINARY TESTS	\$
A. SOILS	\$ 0
B. OPSC & YRE CONSULTANTS	\$ 2,500
C. BIDDING AND ADVERTISING	\$ 5,000
D. ENGINEERING/CONSULTING	\$ 0
E. HAZARDOUS MATERIAL SURVEY/SPECS	\$ 0
8 ADMINISTRATIVE COSTS	\$ 0
PLANS SUBTOTAL	\$ 383,086
C. CONSTRUCTION	
1 A. UTILITY SERVICE FEES	\$ 0
B. UTILITY SERVICE IMPROVEMENTS	\$ 0
2 OFF-SITE DEVELOPMENT	\$ 0
3 SERVICE SITE DEVELOPMENT	\$ 0
4 GENERAL SERVICE SITE DEVELOPMENT	\$ 0
5 MODERNIZATION	\$ 2,000,000
6 DEMOLITION / INTERIM HOUSING*	\$ 0
7 NEW CONSTRUCTON	\$ 0
8 A. UNCONVENTIONAL ENERGY SOURCES	\$ 0
B. SPECIAL ACCESS COMPLIANCE	\$ 0
C. TECHNOLOGY ALLOWANCE	\$ 0
9 ENVIRONMENTAL ABATEMENT	\$ 20,000
10 AIR MONITOR CLEARANCE	\$ 7,500
11 PROJECT MANAGEMENT	\$ 149,000
12 OTHER (ITEMIZE)	\$
A. Labor Compliance	\$ 0
B. MOVING/STORAGE (District Expense)	\$ 0
C. UNDERGROUND UTILITY SEARCH	\$ 0
CONSTRUCTION SUBTOTAL	\$ 2,176,500
D. TESTS (CONSTRUCTION LAB)	\$ 20,000
E. INSPECTION (IOR)	\$ 56,250
F. FURNITURE AND EQUIPMENT	\$ 100,000
G. CONTINGENCIES	\$ 300,000
TOTAL ESTIMATED COSTS (ITEMS A THROUGH G)	\$ 3,055,836



March 28, 2022

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

Reference: River Delta Unified School District
Delta/CMS Cafeteria Modernization
HKIT Project #21041

Dear Kathy:

HKIT is pleased to provide you with this fee proposal for professional design services for the Delta and Clarksburg Middle School Cafeteria Modernization. The construction budget for this project is \$2,000,000.00. The scope includes the gut and renovation of the kitchen to a full cooking kitchen. The restrooms will be remodeled to meet current accessibility code, finishes and lighting will be replaced throughout in the building. The scope also includes code required accessibility upgrades to the site such as accessible parking, accessible drop off and path of travel to the cafeteria. We are including a cost estimate to determine the replacement value of the existing cafeteria. This is required by DSA to determine if you are spending more than 50% of the replacement value, at which time you would have to include a seismic upgrade.

Design phase scope includes:

1. Site visits to assess existing conditions
2. Two (2) kick off meetings with RDUSD to confirm scope and program
3. Two (2) meetings to review design options
4. Creation of schematic, design development and 100% construction documents
5. One (1) meeting with RDUSD to review progress drawings at each phase; for a total of three (3) meetings
6. DSA submission, review, and approval

Bidding phase scope includes:

7. One (1) Pre-bid conference on site
8. Responses to technical bid requests for information (RFIs)
9. Creation of addenda

Construction and closeout phase scope includes:

10. Up to twenty-four (24) (weekly) virtual meeting via Zoom or similar program.
11. Up to twenty-four (24) (weekly) site visits as necessary to review on site conditions during construction.
12. Review of submittals, shop drawings
13. Responses to RFIs
14. Creation of supplemental instructions as necessary.
15. One (1) punch list walk and one (1) backcheck of the punch list
16. Assist the District and RGMK in obtaining DSA certification

HKIT will provide meeting minutes during the design phase, RGMK will provide meeting minutes during the construction phase.

The work will be designed and developed Spring/Summer 2022 and submitted to DSA in Fall/Winter of 2022. Schematic Design and Design Development will be 4-5 weeks long each, Construction

Documents 8-9 weeks. Construction is scheduled to begin in the summer of 2023 and last approximately 6 months.

The scope excludes the following items, please see attached consultant proposals for additional exclusions.

1. Seismic or structural analysis
2. Seismic upgrades
3. Fire Sprinklers
4. Path of travel upgrades to the administration building
5. Site surveys
6. The addition of fire hydrants
7. C3 stormwater treatment
8. Renderings
9. Improvements to utility services, e.g., electrical upgrades, water pressure improvements
10. Replacement of the fire alarm control panel
11. Although we incorporate many Design for Leadership in Energy and Environmental Design (LEED) or Collaboration for High Performance Schools (CHPS) features, this proposal does not include certification in either of those programs.

COMPENSATION

We propose working on a Lump Sum Basis of Three Hundred Fourteen Thousand Eight Hundred Eighty and 00/100 Dollars (\$315,180) as noted below. Our consultants' proposals are attached.

Architectural Services	\$196,308
(1,148 hrs. @ average billing rate of \$171)	

Consultant Team

Structural Engineering (\$19,000 x 1.1)	\$20,900
Mechanical and Plumbing Engineering (\$19,000 x 1.1)	\$20,900
Electrical Engineering (\$24,500 x 1.1)	\$26,950
Civil Engineering (\$11,600 x 1.1)	\$12,760
Food Service Design (\$25,200 x 1.1)	\$27,720
Cost Estimator (Replacement cost estimate) (\$8,500 x 1.1)	\$9,350
Total:	\$314,888

OPTIONAL COST ESTIMATING COMPENSATION

As an option, we have included a fee for cost estimating at design development and DSA submittal. This is an estimate of the modernization scope and not the replacement value cost estimate listed in the base fee.

Architectural Services \$2,848

(16 hrs @ average billing rate of \$178)

Consultant Team

Cost Estimator
(\$9,000 x 1.1) \$9,900

Total: \$12,748

OPTIONAL MECHANICAL REPLACEMENT COMPENSATION

In addition, we are including a fee to replace the mechanical system at the cafeteria building as a separate cost. The upcoming mechanical assessment will determine if this work is necessary.

Consultant Team

Structural Engineering
(\$7,000 x 1.1) \$7,700

Mechanical Engineering
(\$9,500 x 1.1) \$10,450

Total: \$18,150

Grand total with optional fees: **\$345,786**

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



Warren Consulting Engineers, Inc.

March 21, 2022

email: mregan@hkit.com

Melissa Regan-Byers
HKIT Architects
538 Ninth Street, Suite 240
Oakland, CA 94607

RE: PROPOSAL FOR CIVIL ENGINEERING SERVICES FOR THE DELTA HIGH SCHOOL/CLARKSBURG MIDDLE SCHOOL CAFETERIA MODERNIZATION

Dear Melissa,

We are pleased to submit our proposal for civil engineering services for the above referenced project. The scope of work consists of:

1. Design Development

- A. Site visit to review existing site conditions.
- B. Assist in the development of the site plan.
- C. Prepare DD level demolition, grading and paving plans.
- D. Prepare draft specifications for civil related items.
- E. Attend online design team meetings, as required.

2. Construction Documents

- A. Develop construction plans and specifications based on the approved Design Development plans and budget.
- B. The plans will consist of:
 - 1. Cover Sheet
 - 2. Demolition Plan
 - 3. Engineered Fill Plan
 - 4. Grading and Drainage Plan
 - 5. Paving and Striping Plan
 - 6. Erosion Control Plan
 - 7. Details and Sections
- C. Attend online design team meetings, as required.
- D. Prepare civil related project specifications.

3. Agency Review

- A. Submit plans to DSA for review.
- B. Respond to plan check comments as required to obtain approval.

March 21, 2022

PROPOSAL FOR CIVIL ENGINEERING SERVICES FOR THE DELTA HIGH SCHOOL/CLARKSBURG MIDDLE SCHOOL CAFETERIA MODERNIZATION

Page 2

4. Construction Administration

- A. Answer questions during bidding. Prepare addenda as needed.
- B. Answer questions during construction. Prepare clarifications as needed.
- C. Make one site visit during construction.
- D. Make final site visit and prepare punch list.
- E. Review contractor as-builts and close-out documents.

The fee for the above scope of work is:

Design Development:	\$3,000.00
Construction Documents:	\$4,500.00
Agency Review:	\$800.00
Construction Administration:	\$2,500.00
Project Close-out:	<u>\$800.00</u>
Total Fee:	\$11,600.00

Items not included in this proposal are:

- 1. Topographic survey.
- 2. Fire sprinkler design.
- 3. Fire flow testing
- 4. Electrical design (site and building)
- 5. Natural gas system design (site and building)
- 6. Soils investigation and testing.
- 7. Agency fees.
- 8. Construction staking.
- 9. Construction management and inspection.
- 10. SWPPP (disturbed area less than 1 acre)
- 11. Retaining wall design.
- 12. Site electrical design
- 13. Easement dedication
- 14. Landscape and irrigation design
- 15. Wet Utility Design (sewer and water)

March 21, 2022

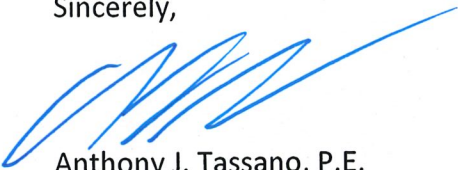
PROPOSAL FOR CIVIL ENGINEERING SERVICES FOR THE DELTA HIGH SCHOOL/CLARKSBURG MIDDLE SCHOOL CAFETERIA MODERNIZATION

Page 3

Billing will be on a monthly basis for work completed within that calendar month. Payment shall be made within 30 days of receiving the invoice.

If this proposal is acceptable, please sign and return one copy.

Sincerely,



Anthony J. Tassano, P.E.

AJT/tlb
22P.111

Accepted: _____

Date: _____

March 25, 2022

Melissa Regan-Byers, Associate
HKIT Architects
538 Ninth Street, Suite 240
Oakland, CA 94607

Re: River Delta Unified School District –Estimating Services Proposal

TRANSMITTED VIA EMAIL

Dear Melissa:

As requested, please find below, my proposal on the above referenced project. I have reviewed the information contained in your e-mail dated 3/22/22 and our subsequent phone discussion on 3/24/22. My estimates will be inclusive of the following at each phase:

- Preparation of draft estimates at the plan phases specifically listed below.
- Preparation of a final cost estimate predicated upon the draft review process.
- Meetings/phone conferences as required to discuss cost factors, value engineering, additional divisions of the work, etc.

~~**Rio Vista High Science & Culinary Arts New Bldg.:**~~

~~DD: \$4,000
100% CD: \$5,000~~

Delta/Clarksburg Middle School Cafeteria Modernization:

DD: \$4,000
100% CD: \$5,000

Delta Clarksburg Middle School IR EB-4 Estimate:

DD: \$8,500

~~**Riverview Middle School Parking Lot:**~~

~~DD: \$2,500
100%CD: \$3,500~~

Sincerely,
COUNTERPOINT CONSTRUCTION SERVICES, INC.



Justin Walling
President



March 22, 2022

Melissa Regan-Byers
HKIT
538 Ninth Street, Suite 240
Oakland, CA 94607

Project: Delta High School/Clarksburg Middle School Cafeteria Modernization
Subject: Electrical Consulting Engineering Fee Proposal

Dear Melissa:

The Engineering Enterprise is pleased to provide a fee proposal for consulting electrical engineering services on the above subject project as outlined in this document.

1.0 Project Description

1.1 Overview

- A. The project consists of the modernization of approximately 6,400 square feet of existing space within the existing cafeteria and kitchen at Delta High School/Clarksburg Middle School, located in the City of Clarksburg, California.
- B. Project scope includes only interior improvements.
- C. The project budget is \$2,500,000.

1.2 Electrical Systems and/or Features

- A. Power distribution system.
- B. Power connections to all motors.
- C. Grounding system.
- D. Branch circuiting of all devices, equipment, and appliances.
- E. Food service facility equipment connections.
- F. Interior lighting and lighting control system.
- G. Emergency/egress lighting system.
- H. Fire alarm system.
- I. Telecommunication cabling system.
- J. Security system.
- K. Audiovisual systems.
- L. Provide interface of electrical systems with EMCS system.

2.0 Scope of Services

2.1 Schematic Design Phase

- A. Review the program requirements developed by the Owner and Architect for the development of the Schematic Design Package.
- B. Prepare our own analysis of the electrical systems as related to the program requirements and offer recommendations.
- C. Prepare conceptual design descriptions of alternative electrical systems that will reduce costs and/or improve performance.
- D. Attend one meeting with the design team and Owner to obtain and coordinate information related to the electrical systems in order to develop the Schematic Design package.
- E. Prepare a narrative of the electrical systems as well as drawings that represent the power distribution system for the Schematic Design package.

2.2 Design Development Phase

- A. Attend one meeting with the design team and Owner to obtain further information concerning system requirements for the electrical design.
- B. Consult with inspection authorities to determine special code requirements.
- C. Interface with other consultants to coordinate design of electrical systems with other building system requirements and/or features.
- D. Obtain information from other consultants concerning electrical load requirements for equipment covered under their Divisions.
- E. Layout electrical equipment to ensure that space allocated is sufficient.
- F. Review lighting design requirements with the Architect and incorporate layout into our drawings.
- G. Prepare an outline specification for electrical systems.
- H. Preparation of preliminary, in-house calculations to verify Title 24 energy compliance (Title 24 documentation will not be issued as a part of the DD package).
- I. Prepare drawings to floor plans with lighting and device layouts.

2.3 Construction Document Phase

- A. Attend one meeting with the design team to obtain final information concerning system requirements for the electrical design.
- B. Final interface with other consultants to coordinate connection requirements.
- C. Prepare complete set of construction drawings for electrical systems.
- D. Prepare detailed construction specifications for electrical systems outlining materials and installation requirements.
- E. Prepare Title 24 energy compliance documentation for lighting system to include interior calculations and completion of associated forms.
- F. Review documents with inspection authorities as required.

2.4 Bidding Phase

- A. Interpret construction documents and prepare written response to questions.

2.5 Construction Administration Phase

- A. Review shop drawings, submittal data, and record “as-built” drawings.
- B. Respond to field RFI’s and prepare clarification instructions as needed.
- C. Visit site two times to verify compliance with construction documents, review the final installation and prepare a punch list of all deficient items requiring correction by the contractor.

3.0 Extra Services not Included

3.1 Special Studies

- A. Special environmental impact investigations and related research. Such studies are not anticipated under this proposed agreement.
- B. Leadership in Energy and Environmental Design (LEED) related services.
- C. Life cycle cost analyses and energy effectiveness studies.

3.2 Design Services

- A. Redesign for reasons not the fault of The Engineering Enterprise, including the following:
 - 1. Changes in project scope or Owner requirements following the approval of scope and compensation outlined in this document.
 - 2. Changes to project drawings following the Owner’s approval of documents submitted by The Engineering Enterprise at the completion of the Design Development Phase.
 - 3. Changes to Contract Documents when the low construction bid for documents prepared by The Engineering Enterprise are within 10 percent of the construction estimate including all approved changes thereto.
- B. Services to provide designs for deductive or additive alternate bid items.
- C. Employment of special sub-consultants at the request of the Owner or Architect.
- D. Structural analysis or structural and seismic design of equipment anchorage and support systems.
- E. Preparation of construction cost estimates and detailed quantity take-offs.
- F. Design of building management system or temperature control system.
- G. Design of voice / data equipment (LAN, WAN, PBX, phones, etc).
- H. Preparation of additional Title 24 calculations based on redesign for reasons not the fault of The Engineering Enterprise.

3.3 Construction Administration Services

- A. Preparation of maintenance or operating manuals.
- B. Preparation of record “as-built” documents.
- C. System commissioning.
- D. Trips to the construction site in excess of those listed in Scope of Services above.

- E. Prolonged construction support services should construction time on any portion of the project be exceeded by more than 20 percent of the time for completion stipulated in the construction contract.
- F. Reviews of change orders that are the result of Owner generated changes or are generated by other disciplines and/or consultants.

4.0 Additional Understandings

4.1 Materials and Services Provided by the Architect

- A. Informational and coordination prints of project architectural, structural, civil, landscape, mechanical, etc. drawings as required, and at times requested, by The Engineering Enterprise for the performance of services outlined herein.
- B. Base floor plans and site plan(s) compatible with Revit/AutoCAD.
- C. Detailed information on Owner furnished equipment to be installed or for which provisions are to be made under the electrical subcontract.
- D. Reproduction of drawings, specifications and reports for in-house distribution to the Architect's staff and record copies of construction documents for the consultant's use.

4.2 Food Service Equipment

- A. A food service consultant retained by the Architect will provide the following information for our use:
 - 1. Floor plans showing the location and electrical service points for all equipment.
 - 2. Equipment legend listing the electrical service requirements for each piece of equipment.
 - 3. Catalog cut for each piece of equipment with electrical specifications.
- B. Additional information shall be provided for fire suppression system at hoods, fire alarm interlocks, and power and gas shut-off of equipment beneath hood.

4.3 Assumptions

- A. Existing Electrical Service:
 - 1. The existing power distribution system for this facility has sufficient capacity to accommodate the new loads associated with this project.

5.0 Terms and Conditions of Service

5.1 Warranty

The Engineering Enterprise makes no warranty, either expressly or implied, as to our findings, recommendations, specifications or professional advice, except that these services were prepared/performed in accordance with generally accepted professional engineering practices in existence at the time and place of such services.

5.2 Breach of Contract Damages

The Engineering Enterprise's liability to client for breach of this fee proposal shall, to the extent permitted by law, be limited to The Engineering Enterprise's fee. However, The Engineering Enterprise shall have no liability to client for consequential, special, punitive, or other indirect damages.

5.3 Third Party Liability

The Engineering Enterprise does not guarantee the completion of performance contracts by the construction contractor(s) or other third parties, nor is it responsible for their acts or omissions, or for the safety of the contractor('s) work.

5.4 Insurance Limits

Fees proffered anticipate Professional Liability Insurance burden in the maximum amount of \$5,000,000.00. Should a greater amount of insurance be required, an upward adjustment of quoted fee will be necessary.

5.5 Segregation of Contract

The quoted fee and fee apportionments are predicated upon a single contract covering all of the work described herein. In the event that only a partial contract is assigned, the fees stipulated are void and a new proposal will be submitted reflecting an abbreviated scope of services.

5.6 Documents

The drawings and specifications prepared by the Consultant, whether in hard copy or machine-readable format, are instruments of service to be used only for the specific project(s) covered by this agreement. All drawings, including tracings and/or special masters as well as calculations shall remain the property of The Engineering Enterprise.

Because information and data delivered in an electronic format may be altered, either inadvertently or otherwise, The Engineering Enterprise reserves the right to remove from copies provided to architect all identification reflecting the involvement of The Engineering Enterprise in the preparation of the data.

6.0 Compensation

6.1 Basic Services

Services described under Section 2.0, Scope of Services, will be performed for the lump sum fee values outlined below:

PROJECT PHASE	FEE
Schematic Design Phase	\$3,500
Design Development Phase	\$5,500
Construction Document Phase	\$8,000
Agency Approval	\$1,500
Bidding Phase	\$1,000
Construction Administration Phase	\$5,000
TOTAL FEE	\$24,500

6.2 Extra Services

Compensation for Extra Services as defined in Section 3.0 shall be paid hourly for all authorized services rendered at the rates indicated below:

A. Principal	\$270/hour
B. Associate	\$230/hour
C. Senior Engineer/Project Manager	\$210/hour
D. Engineer/Designer	\$190/hour
E. BIM Technician	\$160/hour
F. Administrative Staff	\$125/hour

7.0 Reimbursable Expenses

Travel, parking, delivery and reproduction costs will be billed separately on a direct cost basis with no additional markup by TEE.

8.0 Payment

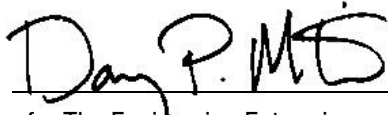
Invoices for services will be issued monthly and shall be due and payable upon receipt. A yearly carrying charge of eighteen percent (18%) will be added to each invoice thirty days delinquent. No carrying charge will be incurred if invoices are paid in full within sixty (60) days of the date of the invoice.

It is understood that this letter constitutes the entire agreement between the parties and that there are no conditions, agreements, or representations between the parties except as expressed herein.

If a court of competent jurisdiction finds this agreement, or any portion of this agreement, to be invalid, unlawful, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this agreement and all provisions of all other agreements between the parties shall not in any way be affected or impaired by the finding of invalidity, illegality, or unenforceability.

Please indicate your approval of the foregoing proposal by signing in the space provided below and by returning one copy of this agreement to our office at your earliest convenience.

By: _____ Date: _____
for HKIT
Melissa Regan-Byers

By:  _____ Date: March 22, 2022
for The Engineering Enterprise
Danny McKeivitt, Principal

cc: Jonathan Friedman, TEE



DATE: March 23, 2022

Melissa Regan-Byers, AIA
HKIT Architects
538 Ninth Street, Suite 240
Oakland, CA 94607

PROJECT: Clarksburg Middle School Cafeteria Modernization

SUBJECT: PROPOSAL FOR MECHANICAL ENGINEERING SERVICES

Dear Melissa,

We are pleased to offer this fee proposal for Mechanical Engineering services for the subject project.

A. Description of Mechanical Scope of Work:

1. Modernization of the existing Cafeteria building at Clarksburg Middle School. Scope of work at this building also includes a complete remodel of the Kitchen, and upgrades to the Restrooms. Capital Engineering will provide HVAC and Plumbing engineering for the modernization.
2. As discussed, it is unknown at this time whether or not the scope of work will include complete replacement of the existing HVAC systems throughout the building. For this proposal we assume the existing Kitchen HVAC, exhaust, and makeup air systems will need to be replaced to accommodate the Kitchen remodel, so that is included in our base fee. We will include a separate add service fee for replacement of the Cafeteria's existing HVAC system if that becomes required.
3. As discussed, it is unknown at this time if a new fire sprinkler system will be required for this currently unsprinklered building. We will include a separate add service fee for sprinklering the building if that becomes required.

B. Scope of Services:

1. The scope of basic services shall include plumbing, fire sprinkler, heating, ventilating and air conditioning design services.
2. *Schematic Design Phase:* Field investigation of existing conditions, prepare SD level diagrammatic drawings and outline specifications encompassing building plumbing, fire sprinkler, heating, ventilating and air conditioning systems, and provide a basis of design narrative.

3. *Design Development Phase:* Prepare DD level drawings and specifications encompassing building plumbing, fire sprinkler, heating, ventilating and air conditioning systems, provide an updated basis of design narrative, and review cost estimate prepared by others.
 4. *Construction Documents Phase:* Prepare construction drawings and technical specifications for plumbing, fire sprinkler, heating, ventilating and air conditioning systems, review final cost estimate prepared by others..
 5. *Bidding/Contract Award Phase:* Prepare addenda and clarification documents, interpret drawings and specifications where required to clarify the intent of construction documents
 6. *Construction Phase:* Review shop drawings and submittal data for general compliance with mechanical contract documents, respond to RFI's, prepare change order documents where required to meet existing job conditions, and provide 3 periodic site visits during the course of construction.
 7. *Seismic Anchorage and Restraint Systems:* Pre-approved restraint systems are assumed as the predominance of the piping and ductwork support systems. Any deviations from the pre-approved systems or specialty restraints and anchors for equipment or piping will require structural calculations and associated documentation. CECI will not assume the responsibility for the calculations but will provide the drawing documentation based on mark-ups provided by the Structural Engineer of record.
- C. Extra Services:** The following services are not included in the basic proposal. The Engineer shall be additionally compensated for work hereunder when the Architect requests such services in writing.
1. Employment of special sub consultants at the request of the Architect.
 2. Preparation of owning or operating cost studies, energy effectiveness studies, or life cycle cost analysis.
 3. Building Energy Modeling. If this becomes required we will negotiate these services at that time.
 4. Site utilities design services such as site drainage, site sewer, site fire water, or special piping systems with the exception of site gas piping design which we will provide.
 5. Work outside the five feet line of the building, with the exception of site gas piping.
 6. Detailed itemized cost estimates. We will review cost estimates prepared by the project cost estimating professional.
 7. California Energy Code analysis or Title 24 compliance documentation of Architectural or Lighting systems. We include Mechanical and Plumbing Systems Title 24 compliance documentation only.
 8. Partnering sessions, value engineering sessions, or review of Contractor or Construction Manager proposed cost cutting recommendations.
 9. Work involved to secure utility company rebates.



10. Commissioning of building systems, services related to the development of commissioning plans, functional testing, operational training, and services related to support commissioning of the building.
11. Design services related to LEED or CHPS certification of building, studies necessary to determine feasibility of LEED or CHPS certification, and the preparation or coordination of the documentation necessary for LEED or CHPS certification.

D. Materials and Services Furnished by the Architect:

1. Revit model.
2. All reproduction, including drawings, specifications and reports.

E. Compensation:

1. Compensation for **Mechanical and Plumbing Engineering** Basic Services outlined under Paragraph B above shall be as follows:

Mechanical & Plumbing Engineering	
Schematic Design	\$1,900
Design Development Phase	\$4,800
Construction Document Phase	\$8,500
Bidding / Contract Award Phase	\$300
Construction Administration Phase / Closeout	\$3,500
Total Lump Sum Fixed Fee	\$19,000

2. Compensation for **Replace Cafeteria HVAC System** Basic Services outlined under Paragraph B above shall be as follows:

HVAC Engineering	
Schematic Design	\$1,000
Design Development Phase	\$2,400
Construction Document Phase	\$4,200
Bidding / Contract Award Phase	\$200
Construction Administration Phase / Closeout	\$1,700
Total Lump Sum Fixed Fee	\$9,500

3. Compensation for **Fire Sprinkler Engineering** Basic Services outlined under Paragraph B above shall be as follows:

Fire Sprinkler Engineering	
---------------------------------------	--



Schematic Design	\$700
Design Development Phase	\$1,800
Construction Document Phase	\$3,500
Bidding / Contract Award Phase	\$200
Construction Administration Phase / Closeout	\$1,300
Total Lump Sum Fixed Fee	\$7,500

4. Reimbursable Expenses: Reimbursable expenses include: Postage other than for general correspondence; plan check permit and inspection fees required by governing bodies; plotting of CAD originals; printing and reproduction costs applicable to project submissions to client or review agencies; toll calls; Overnight or daily delivery service when required to meet a need of the client not the fault of the Engineer or to meet a previously agreed to submission date. Reimbursable expenses will be billed at actual cost plus a service charge of 10%.
5. Extra Services: Compensation for authorized Extra Services shall be hourly at the rates indicated in the attached rate schedule.

F. Insurance Coverage:

1. Professional Liability: \$1,000,000 per claim
2. General Liability: \$1,000,000 per claim

G. Use of Documents:

1. The use of Revit model by Owner or Contractor is prohibited without written authorization by Capital Engineering Consultants, Inc.

Please call should you have any questions.

Thank you, Melissa, for the opportunity to offer our services!

Very truly yours,

CAPITAL ENGINEERING CONSULTANTS, INC.

A handwritten signature in blue ink, appearing to read 'Thomas A. Duval'.

Thomas A. Duval, P.E., LEED AP
Senior Principal



**Capital Engineering Consultants, Inc.
2022 Billing Rates**

Sr. Principal	\$240.00 / hour
Principal	\$220.00 / hour
Director	\$210.00 / hour
Sr. Project Manager	\$203.00 / hour
Project Manager	\$195.00 / hour
Field Services	\$190.00 / hour
Senior Engineer	\$172.00 / hour
Engineer	\$158.00 / hour
Senior Designer	\$148.00 / hour
Designer	\$135.00 / hour
Technician / CADD	\$125.00 / hour
Intern	\$117.00 / hour
Project Administrator	\$105.00 / hour

Capital Engineering Consultants, Inc.

- Tax ID No. 94-1492674
- CA Business License # C0398323
- DIR # 100020121
- Small Business Certification ID 35757

March 28, 2022

Melissa Regan-Byers
HKIT Architects
538 Ninth Street Suite 240
Oakland California 94607

**RE: Delta High School & Clarksburg Middle School Cafeteria Modernization
Structural Engineering Professional Services Proposal**

Melissa,

We are pleased to present our proposal for engineering services for the above-mentioned project located at 52870 Netherlands Road in Clarksburg, California. This proposal is between ZFA Structural Engineers (Consultant) and HKIT Architects (Client) and provides structural engineering services from Schematic Design through the completion of Construction Administration and Project Closeout. Our proposed project scope is based on the email from March 16, 2022 and follow-up emails.

PROJECT DESCRIPTION

The project consists of a 6,400 square foot modernization of the kitchen and multi-purpose area in an existing cafeteria building. The full structural scope of the project is not yet known, so the following assumptions will be used as the basis of the scope herein:

1. Changes will be largely nonstructural and involve new partitions, new ceilings, possible new mechanical units and ducting, and slab trenching for new plumbing.
2. Suspended ceilings will be detailed by HKIT; ZFA will design/detail hard-lid ceilings.
3. New localized gravity support and bracing will be provided at new mechanical units per the table below.

Unit Type	ZFA Provide Calcs	Calcs Not Req'd	ZFA Provide Details	Mech Eng Provide Details
Floor or roof-mounted units over 400#	X		X	
Wall or ceiling-mounted units over 20#	X		X	
Floor or roof-mounted units under 400#		X		X
Wall or ceiling-mounted units under 20#		X		X
Supports and bracing for ducting, pipes, conduit less than 5plf		X		X

4. Seismic upgrades to the building and an EDCR process will not be required.
 - a. No new roofing or new sprinklers will be added.
 - b. Added weight to the building will not trigger seismic upgrades.
 - c. Alterations to framing will not trigger seismic upgrades.
 - d. Project cost will not exceed 50% replacement cost threshold per DSA IR EB-4.
5. No new foundations will be required except at new slab trenching for new plumbing.

The construction budget is approximately \$2.5M.

SCOPE AND APPROACH

Our overarching approach is to provide full-service engineering and to focus on strong collaboration and coordination with all team members. The following lists the scope of services that will be provided for this project.

Schematic Design (SD)

1. Attend virtual meetings with stakeholders.
2. Prepare Schematic Design Drawings for 100% milestone.
3. If required, meet with the cost estimator to discuss the scope of work and review the estimate once it is completed.

Design Development (DD)

1. Attend virtual meetings with stakeholders to coordinate design work.
2. Develop floor plans to coordinate with significant architectural and MEP design elements.
3. Prepare Design Development Drawings for 100% milestone.
4. Provide an outline specification.
5. If required, meet with the cost estimator to discuss the scope of work and review the estimate once it is completed.

Construction Documents (CD)

1. Attend virtual meetings with stakeholders to coordinate design work.
2. Prepare refined drawings with fully developed framing plans and details that include coordination with architecture, mechanical, plumbing, and electrical designs.
3. Prepare Construction Document drawings for 50%, 95%, and 100% milestones.
4. Prepare finalized specifications (book specs) that are coordinated with the design.
5. Provide structural calculations for DSA submittal.

DSA Permitting

1. Review and respond to DSA Sacramento plan review comments. One round included.
2. Attend one half-day virtual backcheck meeting to attain DSA approval.

Bidding and Negotiation

1. Review estimates and bids and provide observations on budget and relative costs.
2. Prepare responses to questions from prospective bidders, as well as clarifications for Addenda to the Bidding Documents.
3. Provide basic recommendations for value engineering and cost reconciliation ideas as required. Redesign for value engineering is not included.

Construction Administration (CA)

1. Attend up to two site visits to observe construction.
2. Review submittals that pertain to the structural scope. For large packages of shop drawings (we assume not concurrent), we will endeavor to turn around reviews in one

week and commit to no more than two weeks. We will review each submittal no more than two times. If additional submittal reviews are required thereafter, there will be an additional service request.

3. Respond to Requests for Information (RFIs), normally within three working days.
4. Review and comment on change orders.

Project Closeout

1. Work through change orders and related discussions.
2. Provide DSA closeout paperwork when the construction is in accordance with the design intent.

PROJECT SCHEDULE

A draft schedule was provided by the client, which is outlined below (noted to be subject to change). ZFA is able to meet the schedule shown.

Submittal or Phase	Submittal Date
NTP	April 2022
100% SD	June 2022
100% DD	August 2022
95% CD (DSA Submittal)	December 2022
DSA Permitting	TBD
CA	6 Months for Structural Work

PROJECT FEE

Itemized below are fixed fees for two scenarios of the project: with MEP upgrade and without.

Fee Breakdown Table

Phase	Fee – No MEP Upgrade	Fee – With MEP Upgrade
Schematic Design	\$2,000	\$3,000
Design Development	\$3,000	\$4,000
Construction Documents	\$6,000	\$8,000
Plan Check Process	\$3,500	\$4,000
Bidding	\$500	\$1,000
Construction Administration / Project Closeout	\$4,000	\$6,000
Total	\$19,000	\$26,000

EXCLUSIONS

This agreement does not include major changes in the scope or design of the project as initiated by the owner or architect past the DD phase. This agreement also assumes only one increment and one permit submittal will be required; phasing or multiple permits will require additional services. Site work, retaining walls, fences, trellises, and awnings are excluded from the scope of work.

TERMS AND CONDITIONS

This agreement includes the Terms and Conditions attached in Attachment A: Terms and Conditions.

PROJECT AUTHORIZATION

We appreciate the opportunity to work with you on this project. We have attempted to anticipate the services required to successfully complete this project. If our fee is not in accordance with what you anticipated, please contact me. Should you find this proposal acceptable, please return a signed copy of the attached Terms and Conditions document (Attachment A), along with this letter.

Thank you for providing us the opportunity to be considered to join your team.

Offered by:
ZFA STRUCTURAL ENGINEERS



Angie Sommer, SE
Associate Principal

Accepted by:
HKIT ARCHITECTS

Signature: _____

Name: _____

Date: _____

***Please sign the Terms & Conditions page.**

**ATTACHMENT A:
ZFA STRUCTURAL ENGINEERS TERMS AND CONDITIONS**

1. **BILLINGS/PAYMENTS**

Invoices will be submitted monthly for labor charges and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and ZFA Structural Engineers may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. In addition, a service charge of 1.5 percent per month on the past due principal balance may be charged. In the event any portion or all of an account remains unpaid 90 days after billing, the Client will be liable for any costs of collection if necessary, including reasonable attorney's fees plus court and related costs. All late payments will be applied first to interest, then to attorneys' fees and costs, and lastly to principal. Visa and Mastercard payments are accepted and will be charged a convenience fee of 2.0% of the total invoice amount.

2. **REIMBURSABLE EXPENSES**

Expenses other than labor charges that are directly attributed to our professional services are invoiced at our cost plus 20 percent. Reimbursable expenses typically include: 1) extra prints and reproductions, 2) special delivery (e.g. overnight) costs, 3) sub-consultants hired for the project by ZFA Structural Engineers with Client's authorization and 4) any and all work, fees, expenses and costs that are not specifically listed and identified in the Agreement, Description, and Scope of Services.

3. **SUSPENSION OF ENGINEERING SERVICES**

If the Client fails to make payments when due or otherwise is in breach of *this Agreement or any other Agreements* Client has made with ZFA Structural Engineers, ZFA may suspend performance of *all* services entailed by these agreements upon five (5) calendar days' notice to the Client. In such instances, ZFA Structural Engineers shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of the Agreement(s) by the Client. In such instances, ZFA Structural Engineers shall also have the right, at its sole discretion, to apply any payment(s) under any one Agreement, to the balance owed under any of the Agreements between parties. Notwithstanding any of the foregoing obligations of the Client under any Agreement(s) with ZFA Structural Engineers, remain separate and independent obligations of the Client, and nothing herein shall be construed to invalidate any portion of any of the respective Agreement(s).

4. **INDEMNIFICATION**

To the fullest extent permitted by law, the undersigned Client shall indemnify and hold ZFA harmless from any and all actions, causes of action, damages, claims, costs, demands and expenses including attorneys' fees, that result from injuries to and/or deaths to any and all persons, including but not limited to, ZFA and its employees, arising out of or connected in any manner with the performance or purported performance of the construction work specified or referenced in this Agreement; and for any and all destruction, including loss of use of any property, arising out of or in connection with the work specified or referenced in this Agreement, except when such actions, causes of actions, damages, claims, costs, demand, and expenses including attorneys' fees are due to the sole active negligence of ZFA.

5. **STATUTE OF LIMITATIONS**

As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion.

6. **TERMINATION**

This agreement may be terminated by either party within five (5) days of written notice to the other in the event of a substantial failure of performance by the other party through no fault of the terminating party. If this agreement is terminated, ZFA Structural Engineers shall be paid for services performed through the termination notice date, including reimbursable expenses due.

7. **EXPIRATION**

This Proposal and Agreement will expire automatically within 90 days from the date this document is issued and signed by ZFA, unless accepted and signed by Client within 90 days thereof, without modification.

8. **ACCESS TO SITE**

Unless otherwise stated, ZFA Structural Engineers will have access to the site for activities necessary for the performance of the services.

9. **HIDDEN CONDITIONS**

If ZFA Structural Engineers has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If 1) the Client fails to authorize such investigation or correction after due notification, or 2) ZFA Structural Engineers has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and ZFA Structural Engineers shall not be responsible for the existing condition or any resulting damage to persons or property.

10. CONSTRUCTION MEANS & METHODS

ZFA Structural Engineers shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

11. OTHER PROVISIONS

ZFA Structural Engineers will prepare drawings and specifications in a timely manner, but ZFA Structural Engineers is not responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this agreement was executed. Unless a specific deadline or schedule is agreed to under the Description and Scope of Services, then all work under this Agreement shall be performed in a reasonable time as determined by ZFA Structural Engineers. If Client suspend(s) and restart(s) the work or project, ZFA will be entitled to bill Client for any remobilization and extra costs as agreed upon with client.

One or more waivers by either or both parties of any provision, part of any provision, term condition, or covenant of this agreement shall not be construed as a waiver by either party of any other provision, part of any other provision, term, condition or covenant of this agreement.

Any opinion of construction cost offered by ZFA Structural Engineers represents the judgment of a design professional and is supplied for your general guidance, but ZFA Structural Engineers does not guarantee the accuracy of its opinion as compared to actual contractor bids or actual cost to the owner.

12. OWNERSHIP OF DOCUMENTS, MODELS, AND ELECTRONIC FILES

All computer analysis and building information models (BIM), drawings, plans, calculations, and specifications are instruments of service and shall remain the property of ZFA Structural Engineers, whether the project for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to ZFA Structural Engineers.

BIM model, CADD files, PDF documents, Digital Images, Scans, data, etc in any form of electronic media shall herein be referred to as "Electronic Files." Electronic files shall not be considered to be Contract or Construction Documents. Electronic Files do not in any way supersede or supplement the information included in the plans and specifications. Use of Electronic Files is not mandatory. Unless specifically noted in this agreement, an approved recipient, having the capability, may use the file as an added resource for conceptual understanding only. Transfer of Electronic Files is subject to all provisions of ZFA's Indemnification Agreement for Computer-Based Information.

13. VENUE

This agreement shall be interpreted and enforced in accordance with the laws of the State of California. The venue of any action brought to interpret or enforce any of the terms of this agreement or otherwise adjudicate the rights or liabilities of the parties hereto shall be laid in County of work.

14. DISPUTE RESOLUTION

At the discretion of ZFA Structural Engineers, all claims, counterclaims, disputes or other matters in question between the parties hereto arising out of or in relation to this Agreement or the breach thereof will be presented to non-binding mediation, subject to the parties agreeing to a mediator(s).

15. ENTIRE AGREEMENT

This Agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties, and unless specifically referenced herein, supersedes all prior negotiations, representations or proposals, either written or oral. If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Agreement's terms shall remain in full force and effect and shall not be affected thereby. This Agreement or any part thereof shall not be assigned or transferred by Client, without the prior consent of ZFA Structural Engineers.

16. CONTINGENT GUARANTEE

The representative of Client, who executes this Agreement, hereby represents and guarantees that Client is financially solvent and an ongoing business concern, and has the necessary resources to fulfill all obligations, including all financial obligations, of this Agreement. In the event that Client is unable to fulfill any of the obligations under this Agreement, within the timeframe called for in the Agreement or on demand, then said representative shall, on demand, be deemed personally liable to ZFA Structural Engineers, for any and all such obligations. In addition to the foregoing, during the existence of this Agreement, this contingent guarantee shall be binding on the following: as to a corporate Client, on all officers and shareholders; as to a limited liability company Client, on all members; as to any partnership Client, on all partners.

If Client or its representatives object to any of the foregoing, then Client must present to ZFA Structural Engineers at the time of execution of this Agreement, in writing, evidence of financial credit worthiness. Such evidence shall include, but not be limited to: current Dun & Bradstreet Report, current annual and quarterly Financial Statements, a current Credit Line Statement, current list of ongoing construction projects, and the last three banking statements for Client.

17. **PROJECT INFORMATION**

Upon execution of this Agreement by Client, Client will provide ZFA Structural Engineers, the physical address and legal description of the project property, and will identify by name, address and telephone number, the owner, architect, construction lender and/or surety for the project, including the reference number(s) for any loan and/or surety bond.

18. **BILLING RATES**

Executive Principal	\$320.00 per hour	Engineer	\$140.00 per hour
Principal	\$250.00 per hour	Designer	\$120.00 per hour
Associate Principal	\$195.00 per hour	Project BIM Manager	\$130.00 per hour
Senior Associate	\$180.00 per hour	Senior BIM Tech	\$120.00 per hour
Associate.....	\$170.00 per hour	BIM Technician	\$110.00 per hour
Senior Engineer.....	\$155.00 per hour	Engineering Support	\$75.00 per hour

19. **LIMIT OF LIABILITY**

Neither ZFA Structural Engineers, their sub consultants, nor their agents or employees shall be jointly, severally, or individually liable to the Client in excess of ten times the compensation to be paid pursuant to this Agreement or fifty thousand dollars (\$50,000), whichever is greater, by reason of any act or omission, sounding in tort or contract, including breach of contract, breach of warranty, or negligence.

Offered by: ZFA STRUCTURAL ENGINEERS

Accepted by:



Signature: _____

Mark A. Moore
Executive Principal
March 28, 2022

Print Name: _____

Date: _____

RDUSD Cafeteria & Kitchen Modernization – Clarksburg, CA Foodservice Consulting and Design Services Proposal

March 22, 2022

Melissa Regan-Byers, AIA, LEED AP
Architect | Associate
HKIT Architects
D: 510-318-6220
M: 510-501-2831

VIA EMAIL: mregan@hkit.com

Hi Melissa,

We appreciate your reaching out regarding the River Delta Unified School District Cafeteria and Kitchen modernization project and the opportunity to continue and expand our extensive work with the HKIT Team. We are pleased to provide the following information on our approach, passion, qualifications, and process.

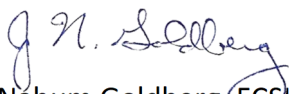
Introducing NGAssociates Foodservice Consulting and Design Services (NGA)

- NGAssociates (NGA) is headquartered in Richmond, California, with offices in New York, DC, Austin, Denver, Los Angeles, Ottawa, and strategic partners in Kuala Lumpur, London, Santiago and Tel Aviv.
- Our services include full-service design, master planning, creation and management of RFPs for Operator Selection, creation of design guides, and assistance with real estate due diligence for foodservice needs for all industry sectors.
- Our consulting team brings hands-on culinary, operations and management experience in its approach to creating workplace and retail foodservice facilities.
- We focus on the Guest's experience, as well as on creating an efficient and attractive work environment for the Culinary and Operations Team.
- NGA strives to set industry benchmarks and standards for sustainability in design and operations.
- Our project team has extensive background in kitchen equipment purchasing and contracting, assisting clients with accurate cost estimating, and overseeing the negotiation and engagement of potential suppliers and contractors.
- NGA does not have any business arrangements (rebates or kickbacks) from suppliers of equipment specified on a project and will be solely dedicated to the best interest of the Client.

Every organization has unique needs. Our goal for each project is to help organizations realize and surpass their expectations and aspirations. We look forward to working with you on this project!

Please review the following proposal and let us know if we have accurately addressed the needs of the project and/or if you require additional information. Thank you.

Sincerely,



Nahum Goldberg, FCSI, LEED AP ID+C
President, NGAssociates Foodservice Consultants, Inc.

Select K-12 Educational Project References

Berkeley Unified School District – Berkeley Technical Academy

Jefferson Union High School District – Adult Education Offices

Novato Unified School District – Pleasant Valley Elementary School and Sinaloa Middle School

Orinda Unified School District – Sleepy Hollow Elementary School, Orinda Intermediate School

San Leandro Unified School District – Lincoln High School Bridging Documents

Sonoma Valley Unified School District – El Verano Elementary School

Vacaville Unified School District – Markham Elementary School and Central Commissary Master Planning

Select NGA Consulting and Design Projects

Adobe - Lehi, Utah

Asana - San Francisco, California

AT&T Park – San Francisco, California

Avenidas Design and Operator RFP – Palo Alto, California

Clif Bar & Company - Emeryville, California

Community Hospital of Monterey Peninsula – Advisory and Design Projects

Constellation Brands Customer Experience Center – San Francisco, California

dosa by DOSA Restaurant – Oakland, California

El Camino Hospital – Mountain View, California

Franklin Templeton Investments – San Mateo, California

Google Projects - San Francisco, Sunnyvale, Mountain View, Los Angeles & Irvine, California

Kaiser Hospital – Redwood City, California

Letterman Digital Arts - San Francisco, California

LinkedIn Cafes – California, New York, Toronto, Singapore, London, Bangalore, Sao Paulo ...

Mountain America Credit Union - Sandy, Utah

Market Hall Projects (Confidential) – Anaheim, Los Altos, Los Angeles, California

OATH - New York, New York

Protective Life Insurance - Birmingham, Alabama

Rakuten - San Mateo, California

Sacramento Convention Center – Sacramento, California

Sierra Point Amenities – South San Francisco, California

Splunk – San Jose, California; London

Spotify Design and Business Consulting – Los Angeles, Miami, New York

Stanford University Multiple Projects - Stanford, California

Tesla – Fremont, California

Twitter – San Francisco, California

Under Armour – Baltimore, Maryland

Community Service Projects

NGA is proud to support community projects and we are contributing our design services to the following projects at no cost. These Clients inspire us and it is a privilege to support them.

Caritas Village – Santa Rosa, California – *Design of kitchen and service areas*

Caritas Village is proposed as a national model to provide permanent solutions to reduce homelessness.

The Weingart Center – Los Angeles, California – *Design of temporary kitchen and service areas*

The Weingart Center is a 501(c)(3) nonprofit agency that provides homeless individuals with the basic tools necessary to stabilize their lives, secure income, and find permanent housing.

Hunger at Home – San Jose, California – *Design of new commissary and teaching kitchen*

Hunger at Home serves as a conduit between the business and nonprofit communities to channel excess food and surplus goods to homeless and hungry individuals and families.

Raphael House – San Francisco, California – *Upgrade of existing kitchen*

Raphael House provides homeless and low-income families in the San Francisco Bay Area the personalized family-centered solutions they need to build brighter futures.

CUESA – San Francisco, California – *Design of new teaching and support kitchen*

CUESA (Center for Urban Education about Sustainable Agriculture) is dedicated to growing thriving communities through the power and joy of local food.

AIASF Headquarters Redesign – San Francisco, California – *Design of new hospitality bar and catering kitchen to support the new bookstore, gallery and event venue*

The American Institute of Architects, San Francisco (AIASF), is a 501(c)6 non-profit membership business-league organization dedicated to upholding the character and advancing the integrity of the built environment in the San Francisco Bay Area.

NGA Client References

Frontier Energy

Various collaboration projects for energy efficiency in commercial foodservice design

Richard Young
Director
925-399-9960
ryoung@frontierenergy.com

LinkedIn

Master Planning and Facilities Design Services – USA, Canada, Asia, Latin America

Anna Bohbot
Global Food Program Manager
510-393-8237
azulaica@linkedin.com

Spotify

Facilities Design Services, Operator Selection RFP – New York and Los Angeles

James Barbuto
Project Manager
617-785-1696
jbarbuto@spotify.com

Google

Facilities Design Services – Irvine, San Francisco, Mountain View

Pajo Bruich
Senior Mgr. of New Project Development
916-532-7178
pbruich@google.com

Twitter

Facilities Studies, Facilities Design Services – San Francisco

John Dickman
Global Food Program Manager
jdickman@twitter.com

Los Altos Community Investments – Food Hall

Facilities Programming and Design Services – Los Altos

Robert Hindman
Managing Director
650-209-9509
robert@losaltoscommunityinvestments.com

Verizon

Facilities Studies, Facilities Design Services – New York, Sunnyvale, San Jose

Spencer M. Plaut
Manager Food Services, Workplace Delivery
415-847-6226
spencer.plaut@verizon.com

Please refer to www.nga-associates.com for additional project references and client recommendations.

Project Description and Scope

We have reviewed the RFP and understand the project will include the development of the full cooking kitchen to serve a charter elementary school and middle school located on the same campus. For the purpose of this proposal we have assumed an area of foodservice design to include up to 2,000 s.f.

Please note: If we have misunderstood the requirements and/or the program has become better defined, we will be glad to adjust our scope.

NGA's Proposed Scope of Services and Deliverables

1. Program Validation/Schematic Design
 - a. Meet with the Project Team and collaborate with stakeholders to determine the project goals and approach.
 - b. Review existing facilities, architectural conditions and any existing equipment.
 - c. Review operational requirements, menu requirements and code considerations.
 - d. Participate in representative project tours as applicable.
 - e. Confirm food concepts, menus and type of service with key stakeholders.
 - f. Present options for equipment, systems and operational aspects.
 - g. Prepare blocking and flow diagrams, develop schematic equipment design for areas and items changing.
 - h. Upon approval of above, present a numbered drawing with preliminary equipment list and detailed foodservice equipment budget estimate for items .
2. Design Development
 - a. Upon receipt of approval and comments on Programming/Schematic Design deliverables, proceed in preparation of additional plans, equipment cutsheets and utility load schedule.
 - b. Upon review and coordination of the load schedule, proceed with preparation of the following documents and plans for foodservice equipment:
 - i. Electrical Plan.
 - ii. Mechanical Plan.
 - iii. Special Conditions Plan.
 - iv. Hood, Walk-in and Refrigeration System Plans, as applicable.
 - c. Provide updated budget for kitchen equipment scope to the Design and Operations Team.

3. Construction Documents/Bid and Permit

- a. Prepare additional foodservice equipment documentation and plans required for permitting.
 - i. Provide detailed equipment specifications with accessories.
 - ii. Provide detailed fabrication drawings and elevations for custom foodservice equipment.
 - iii. Modify foodservice drawings, if required, to accommodate Health Department back check comments, if required.
- b. Simultaneously with permit submittal, issue to bid under Owner or General Contractor coordination.
 - i. Prepare Kitchen Equipment Contractor (KEC) bid cover letter.
 - ii. Distribute to 3-4 qualified KECs in collaboration with the Owner/General Contractor.
 - iii. Provide clarifications, as needed, to bidders.
 - iv. Review and evaluate KEC bids, interview finalists as needed, and make recommendations.

4. Construction Administration/Close Out

- a. Provide schedule of necessary submittals to selected KEC.
- b. Review KEC submittals.
- c. Answer RFIs.
- d. Provide properly timed site inspections during construction.
- e. Punch project for compliance with contract and design and follow up as needed.
- f. Follow up on KEC commissioning and provision of Preventative Maintenance guidelines and schedule

5. Follow-Up and Support (*at no additional charge*)

- a. Follow-up and support to Project Facilities Team at approximately ten months of operation, prior to foodservice equipment warranty expiration.
- b. Client to contact NGA at appropriate time to schedule virtual review.
- c. Identify issues related to foodservice equipment and provide support vis-à-vis manufacturers and service providers to receive warranty support.

Meetings

Meetings will take place in person or virtually throughout the project. We have allocated our time to approximately 3 in-person meetings throughout the duration of the project, as well as regularly scheduled virtual meetings.

The NGA Team

Core Team:

Nahum Goldberg – Project Principal and Design Lead

Corey Reilly – Project Manager/Design and Operations Consultant

Lily Gin – Assistant Project Manager/Estimator

Nataliia Nikulina – Assistant Project Manager/Design Consultant

Support Team:

Pamela Eaton – Project Manager/Design and Operations Consultant

Russ Rubinstein – Project Manager/Revit Designer

Jose Quispe – Revit Director of Operations

Dylan O'Brien – Revit Drafting Lead

Bryan Sherburn – Project Manager/Revit Designer

Luke Elkos – Project Manager/Consultant

Chris Krohnfeldt – Revit Drafting Associate

Michelle Wallroth – Assistant Project Manager

NGA will enlist additional team members, as needed, to provide required services and deliverables.

Nahum Goldberg Project Principal and Design Lead



Background

Nahum Goldberg is a project designer and lead consultant for projects in the areas of food service design, concept development, operational consulting and planning, with regional and international project experience. His primary clientele are organizations, architects and developers.

Nahum brings over 35 years of experience to the design team in management of foodservice operations, training, innovative design, and kitchen equipment contract management. His past experience as contracts purchasing manager with a major equipment dealer presents particular value for understanding contracts and controlling procurement costs.

Professional Experience

- NG STUDIO/Western Division VP at Next Step Design, San Francisco, CA
- Strategic Advisor at Pantry Retail, Inc. (acquired by Byte Foods), San Francisco, CA
- Senior Associate at Cini-Little International, San Francisco, CA
- Contracts Purchasing Manager at East Bay Restaurant Supply, Oakland, CA
- Project Manager Operational Consultant at Nachshon Food Facilities Consultants, Israel
- Founder - Product Development, Content at Nachshon Software Development, Israel
- Chef and Manager of Dining Services for community kitchens, Israel
- Chef and Service Positions at The Ritz Café, Zapotec Restaurant and Le Grenier, Martha's Vineyard, MA

Professional Affiliations

- Foodservice Consultants Society International (FCSI) – Professional Member
- FCSI Educational Foundation – Past President
- Society for Hospitality and Foodservice Management – Member
- California Energy Commission, High-Efficiency Hot Water Systems in Foodservice – Technical Advisory Committee Member

Education/Credentials

- B.Sc., Community Nutrition – University of California, Davis, CA
- Culinary, Nutrition and Foodservice Studies – Laney College, Oakland, CA
- Certificate, LEED AP, Interior Design and Construction – U.S. Green Building Council
- Certificate, Construction Supervision

Corey Reilly Project Manager/Design and Operations Consultant



Background

Corey Reilly has over 29 years of foodservice experience. He began his career as a pot washer at the age of 15 for Marriott Hotels, and completed a three-year apprenticeship with chefs from Paris, France and Dublin, Ireland. Corey made his way up to Saucier before continuing his education at the Culinary Institute of America. Upon graduation, he went on to work in restaurants all over the United States, including locations in Santa Fe, Key West, New York City and Connecticut.

During his culinary career, Corey has worked in all aspects of foodservice including hotels, fine dining restaurants and summer shacks. He was an Executive Chef for an off-premise catering company, as well as a Dining Services Director for corporate onsite dining accounts.

After deciding to pursue a career in restaurant design, Corey earned a degree in Architectural and Civil CADD Technology at the Porter & Chester Institute. He then worked as Project Manager at leading foodservice design and consulting firms in New York City.

Corey has been a project manager on the consulting side of the hospitality industry for the past nine years, having the opportunity to design some of the most iconic restaurants and hotels in the country and working directly with high profile chefs. Both his CADD education and culinary career have proven to be invaluable in his consulting. His operations experience allows him to relate to chefs and operators, as well as fulfill professional operational goals into real project results.

Professional Experience

- Project Manager at Next Step Design, New York, NY
- Project Manager at Clevenger Frable LaValle, White Plains NY

Professional Affiliations

- Foodservice Consultants Society International (FCSI) – Associate Member

Education/Credentials

- Diploma in Architectural and Civil CADD Technology – Porter and Chester Institute, Stratford, CT
- A.O.S., Occupational Studies – Culinary Institute of America, Hyde Park, NY

Lily Gin Assistant Project Manager/Estimator



Background

Lily Gin brings to the NGA team more than 11 years of experience in the food service industry. As a project coordinator and estimator, she has worked with owners, architects, contractors and manufacturers on a variety of projects, including health care, education, theme parks, government, hospitality, workplace dining and other commercial foodservice projects.

Lily has experience in developing detailed estimates for foodservice equipment projects—large and small. She has insight into manufacturer discounts and creating estimates for custom equipment.

Her coordination tasks/role includes quality assurance review and managing deadlines for deliverables, such as drawings, specifications, brochures and submittals, as well as creating detailed specification documents for each deliverable.

Professional Experience

- Project Coordinator/Estimator at Cini-Little International, Inc., Glendale, CA

Professional Affiliations

- Foodservice Consultants Society International (FCSI) – Associate Member

Education/Credentials

- B.S., Finance – Rutgers University, School of Business, Camden, NJ

Nataliia Nikulina
Assistant Project Manager/Design
Consultant



Background

Nataliia brings to the NGA team more than 17 years of experience in the food service industry. She has worked as a design engineer of HoReCa (Hotel Restaurant Cafe) projects in Europe and as a project coordinator in the USA.

Nataliia has worked with owners, architects and manufacturers on a wide variety of projects including industrial kitchens, hotels, restaurants, workplace dining, bakeries and other commercial foodservice projects.

Professional Experience

- Project Coordinator at Cini-Little International, Inc., Germantown, MD
- Designer at Top Urban Solution for Building Contracting LLC and ALL GROUP Ltd, Dubai Airport, UAE
- Design Engineer at Trade Design, Kiev, UA
- Design Engineer at New Project, Kiev, UA
- Manager at restaurant, Kiev, UA

- Foodservice Consultants Society International (FCSI) - Associate member

Education/Credentials

- Specialist Degree in Foodservice Engineering Technology (similar to Master's Degree) – National University of Trade and Economics, Kiev, UA
- Degree in Foodservice Engineering Technology (similar to B.Sc. Degree) – National University of Trade and Economics, Kiev, UA
- Chef Rank 4 – National University of Trade and Economics, Kiev, UA
- Technology and Organization of Restaurant Business – National University of Trade and Economics, UA
- AutoCAD and Revit courses - Ukrsteno, UA

Proposed Fees

Project Phase	Fees
Programming and Schematic Design	\$7,300
Design Development	\$8,100
Construction Documents	\$5,000
Bid and Permit	\$2,300
Construction Administration	\$2,500
Total Fees:	\$25,200

If we have misunderstood the requirements and/or the program has become better defined, we will be glad to adjust our scope.

Billing

Invoices will be sent monthly for percentage of completion, based upon the phased fixed fees presented. Invoices are requested, reviewed and paid net 30.

Mobilization Fee

The mobilization fee is waived.

Expenses

1. Travel costs, including accommodations for our team members who may need to travel outside of their local office areas, if required, will be reimbursable.
2. Estimated travel and miscellaneous expenses: \$500.
3. Printing costs for Building and Health Department submittals, if required for Client presentation or submittals, will be reimbursable and will be in addition to this estimate.
4. Other expenses, should they be needed, will be submitted in advance to Client for approval.

General Notes

1. NGA does not have any business arrangements (rebates or kickbacks) from suppliers of equipment specified on a project and will be solely dedicated to the best interest of the Client.
2. NGA specifies energy efficient equipment and is keen to work with clients on sustainable systems and operational solutions.
3. Owner/Architect will provide NGA with accurate backgrounds and partition drawings in AutoCAD/Revit format, including as-built conditions relevant to the design.
4. Design of architectural elements, phasing and demolition plans, as-built plans, millwork, breakrooms, floors, walls and ceiling finishes will be by Architect.
5. Design of MEP infrastructure, seismic anchorage if required will be by Client's designated MEP Engineers.
6. Technical evaluation, if required, of existing foodservice equipment or building infrastructure will be by Others.
7. Submittal of overall permit packages to Authorities will be by Architect as these include site, finish and MEP plan elements, as well as our complete foodservice package.
8. Permitting fees will be by Owner as per standard practice.
9. Unauthorized use of Consultant drawings is prohibited.
10. NGA will perform services to the highest professional standards. Consultant liabilities will be limited to correction of document errors and omissions, should they occur.
11. Consultant or the Client may terminate this agreement in writing at any time. Consultant will invoice the amount representing completed services plus reimbursable expenses.

Please let us know if you have any questions, concerns or areas needing clarification.

AUTHORIZATION TO PROCEED

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____



Program & Construction Management

March 30, 2022

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

Re: Delta High School & Clarksburg Middle School
Cafeteria Modernization
Construction Management Fee Proposal

Dear Ms. Wright:

In accordance with the Agreement between the District and RGM Kramer, Inc., the following is our fee proposal for construction management services for the Delta High School & Clarksburg Middle School Cafeteria Modernization Project.

As set forth in the Agreement, our fee will be a fixed amount based on a percentage of the construction cost. We estimate the construction cost for the project to be approximately \$2,000,000. The final fees will be adjusted based on the final construction cost. The services to be provided shall be as described in the Agreement for the phases described below.

Our proposed CM fee for this project is as follows:

Table with 4 columns: Description, Estimated Constr. Cost*, %, CM Fee*. Rows include CM Fee Calculation breakdown (8% of first \$500,000, 7.5% of second \$500,000, 7% of next \$1,000,000, 6% of next \$4,000,000, 5% of next \$4,000,000, 4% over \$10,000,000) and a Total row.

*Fee to be adjusted based on final construction cost.

Description	%	Fee
CM Fee Breakdown by Phase:		
Design	15.0%	\$ 22,125
Constructability Review & Estimating	10.0%	\$ 14,750
Plan Check, Bidding & Award	5.0%	\$ 7,375
Construction	65.0%	\$ 95,875
Occupancy & Close-Out	5.0%	\$ 7,375
Total	100.0%	\$ 147,500

RGMK will invoice the District monthly based on the percentage completion for each phase. In addition to the above fees, RGMK will invoice the District for any reimbursable expenses at cost plus 10% as provided for in the Agreement. We do not expect any significant reimbursable expenses and suggest a budget of \$1,500 for such expenses.

If satisfactory, please sign and return one copy for our records.

Respectfully Submitted,



Ralph Caputo, CEO
RGM Kramer, Inc.

CC: Tammy Busch, RDUSD
Ralph Caputo, RGM Kramer, Inc.
Marlin Jones, RGM Kramer, Inc.
Janice Betts, RGM Kramer, Inc.
Shireen Harris, RGM Kramer, Inc.

Description: New Parking & Drop Off
Buildings: NA
Square Feet: NA

<input checked="" type="checkbox"/>	Preliminary
<input type="checkbox"/>	Pre Final
<input type="checkbox"/>	Final

Preliminary

A. SITE	
1 SITE ACQUISITION/APPRAISAL/TITLE	\$ 0
2 SURVEY	\$ 15,000
3 SITE SUPPORT - BOND FEES	\$ 0
4 LEGAL FEES - Allowances	\$ 10,000
5 OTHER (EIR/Negative Declaration)	\$ 2,500
6 OTHER	\$ 0
SITE SUBTOTAL	\$ 27,500
B. PLANS	
1 ARCHITECT'S FEE FOR PLANS	\$ 123,874
2 DSA FEES	\$ 19,850
DSA HOURLY FEES ALLOWANCE	\$ 0
4 HEALTH DEPARTMENT	\$ 0
5 ENERGY ANALYSIS FEES	\$ 0
6 DEPARTMENT OF EDUCATION - PLAN CHECK FEE	\$ 1,050
7 PRELIMINARY TESTS	\$
A. SOILS	\$ 25,000
B. OPSC & YRE CONSULTANTS	\$ 2,500
C. BIDDING AND ADVERTISING	\$ 5,000
D. ENGINEERING/CONSULTING	\$ 0
E. HAZARDOUS MATERIAL SURVEY/SPECS	\$ 0
8 ADMINISTRATIVE COSTS	\$ 0
PLANS SUBTOTAL	\$ 177,274
C. CONSTRUCTION	
1 A. UTILITY SERVICE FEES	\$ 0
B. UTILITY SERVICE IMPROVEMENTS	\$ 0
2 OFF-SITE DEVELOPMENT	\$ 0
3 SERVICE SITE DEVELOPMENT	\$ 0
4 GENERAL SERVICE SITE DEVELOPMENT	\$ 0
5 MODERNIZATION	\$ 0
6 DEMOLITION / INTERIM HOUSING*	\$ 0
7 NEW CONSTRUCTION	\$ 1,500,000
8 A. UNCONVENTIONAL ENERGY SOURCES	\$ 0
B. SPECIAL ACCESS COMPLIANCE	\$ 0
C. TECHNOLOGY ALLOWANCE	\$ 0
9 ENVIRONMENTAL ABATEMENT	\$ 0
10 AIR MONITOR CLEARANCE	\$ 0
11 PROJECT MANAGEMENT	\$ 114,000
12 OTHER (ITEMIZE)	\$
A. Labor Compliance	\$ 0
B. MOVING/STORAGE (District Expense)	\$ 0
C. UNDERGROUND UTILITY SEARCH	\$ 0
CONSTRUCTION SUBTOTAL	\$ 1,614,000
D. TESTS (CONSTRUCTION LAB)	\$ 30,000
E. INSPECTION (IOR)	\$ 37,500
F. FURNITURE AND EQUIPMENT	\$ 0
G. CONTINGENCIES	\$ 225,000
TOTAL ESTIMATED COSTS (ITEMS A THROUGH G)	\$ 2,111,274



March 28, 2022

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

Reference: River Delta Unified School District
Riverview Parking Lot
HKIT Project #21042

Dear Kathy:

HKIT is pleased to provide you with this fee proposal for professional design services for the design of the new parking lot at Riverview Middle School. The construction budget for this project is \$1,500,000.00. The scope of services will include architectural, and engineering design of a new parking lot and bus drop off. The scope also includes accessible path of travel to the building main entrance as well as lighting and shade trees as required by CALGreen building code.

Design phase scope includes:

1. Site visits to assess existing conditions
2. One (1) kick off meeting with RDUSD to confirm scope and program
3. One (1) meeting to review design options
4. Creation of design development and construction documents
5. One (1) meeting with RDUSD to review progress drawings at each phase; for a total of two (2) meetings
6. One (1) Board meeting presentation
7. DSA submission, review, and approval

Bidding phase scope includes:

8. One (1) Pre-bid conference on site
9. Responses to technical bid requests for information (RFIs)
10. Creation of addenda

Construction and closeout phase scope includes:

11. Up to ten (10) (weekly) virtual meeting via Zoom or similar program
12. Up to ten (10) (weekly) site visits as necessary to review on site conditions during construction.
13. Review of submittals, shop drawings
14. Responses to RFIs
15. Creation of supplemental instructions as necessary
16. One (1) punch list walk and one (1) backcheck of the punch list
17. Assist the District and RGMK in obtaining DSA certification

HKIT will provide meeting minutes during the design phase, RGMK will provide meeting minutes during the construction phase.

The work will be designed and developed Spring 2022 and submitted to DSA in Fall of 2022. Design Development will be 4-5 weeks long, Construction Documents 8-9 weeks. Construction is scheduled to begin in the Winter 2022/Spring of 2023 and last approximately 10 weeks.

The scope excludes the following items, please see attached consultant proposals for additional exclusions.

1. Relocation of the school garden
2. Electric charging stations

3. Path of travel upgrades to the administration entrance
4. Upgrades to any of the restrooms or drinking fountains
5. Site surveys
6. C3 stormwater treatment
7. Although we incorporate many Design for Leadership in Energy and Environmental Design (LEED) or Collaboration for High Performance Schools (CHPS) features, this proposal does not include certification in either of them.

COMPENSATION

We propose working on a Lump Sum Basis of One Hundred Fifteen Thousand Eight Hundred Fifty and 00/100 Dollars (\$115,850) as noted below. Our consultants' proposals are attached.

Architectural Services **\$66,130**
 (389 hrs @ average billing rate of \$170)

Consultant Team

Electrical Engineering (\$12,600 x 1.1)	\$13,860
Civil Engineering (\$23,000 x 1.1)	\$25,300
Landscape Architecture (\$9,600 x 1.1)	\$10,560
Total:	\$115,850

OPTIONAL COST ESTIMATING COMPENSATION

As an option, we have included a fee for cost estimating at design development and DSA submittal.

Architectural Services **\$1,424**
 (8 hrs @ average billing rate of \$178)

Consultant Team

Cost Estimator (\$6,000 x 1.1)	\$6,600
Total:	\$8,024

Grand total with optional fees: **\$123,874**

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



Warren Consulting Engineers, Inc.

March 21, 2022

email: mregan@hkit.com

Melissa Regan-Byers
HKIT Architects
538 Ninth Street, Suite 240
Oakland, CA 94607

RE: PROPOSAL FOR CIVIL ENGINEERING SERVICES FOR THE RIVERVIEW MIDDLE SCHOOL PARKING LOT

Dear Melissa,

We are pleased to submit our proposal for civil engineering services for the above referenced project. The scope of work consists of:

1. Design Development

- A. Site visit to review existing site conditions.
- B. Assist in the development of the site plan.
- C. Prepare DD level grading, paving and drainage plans.
- D. Coordinate required off-site improvements (driveway cuts, curb/gutter sidewalk replacement) with the City of Rio Vista.
- E. Prepare preliminary drainage calculations for LID measures.
- F. Prepare draft specifications for civil related items.
- G. Attend online design team meetings, as required.

2. Construction Documents

- A. Develop construction plans and specifications based on the approved Design Development plans and budget.
- B. The plans will consist of:
 - 1. Cover Sheet
 - 2. Demolition Plan
 - 3. Engineered Fill Plan
 - 4. Grading and Drainage Plan
 - 5. Paving and Striping Plan
 - 6. Erosion Control Plan
 - 7. Details and Sections
 - 8. Frontage Improvement Plans
- C. Attend online design team meetings, as required.
- D. Prepare civil related project specifications.
- E. Prepare drainage report addressing LID measures.

March 21, 2022

PROPOSAL FOR CIVIL ENGINEERING SERVICES FOR THE RIVERVIEW MIDDLE SCHOOL PARKING LOT

Page 2

3. Agency Review

- A. Submit plans to DSA for review.
- B. Submit off-site encroachment plans to City of Rio Vista for review.
- C. Respond to plan check comments as required to obtain approval.

4. Construction Administration

- A. Answer questions during bidding. Prepare addenda as needed.
- B. Answer questions during construction. Prepare clarifications as needed.
- C. Make two site visits during construction.
- D. Make final site visit and prepare punch list.
- E. Review contractor as-builts and close-out documents.

The fee for the above scope of work is:

Design Development:	\$5,000.00
Construction Documents:	\$10,000.00
Agency Review:	\$2,500.00
Construction Administration:	\$4,500.00
Project Close-out:	<u>\$1,000.00</u>
Total Fee:	\$23,000.00

Items not included in this proposal are:

- 1. Topographic survey.
- 2. Fire sprinkler design.
- 3. Fire flow testing
- 4. Electrical design (site and building)
- 5. Natural gas system design (site and building)
- 6. Soils investigation and testing.
- 7. Agency fees.
- 8. Construction staking.
- 9. Construction management and inspection.
- 10. SWPPP (disturbed area less than 1 acre)
- 11. Retaining wall design.
- 12. Site electrical design
- 13. Easement dedication
- 14. Landscape and irrigation design

March 21, 2022

PROPOSAL FOR CIVIL ENGINEERING SERVICES FOR THE RIVERVIEW MIDDLE SCHOOL PARKING LOT

Page 3

Billing will be on a monthly basis for work completed within that calendar month. Payment shall be made within 30 days of receiving the invoice.

If this proposal is acceptable, please sign and return one copy.

Sincerely,



Anthony J. Tassano, P.E.

AJT/tlb
22P.109

Accepted: _____

Date: _____

Compensation to the Landscape Architect for additional services authorized by the Architect shall be at the following hourly rates:

Principals	\$	210
Associate Principal	\$	170
Associate Landscape Architect	\$	155
Landscape Architect	\$	135
Job Captain	\$	115
Landscape Intern	\$	95
Administrative Support	\$	75
Irrigation Principal	\$	190
Irrigation Technician	\$	110

ITEMS SUPPLIED: the Architect shall provide the Landscape Architect with the following:

1. Site program and applicable code requirements.
2. Accurate survey and site bases(s) showing grades, trees, structures, utilities, property lines and easements in AutoCAD DWG file type formatted following AIA line/layer guidelines.
3. All applicable architectural and engineering drawings; drawings on cad files following professional industry standard AIA format (color and line assignment by layer).

LIST OF CONSULTANTS: the Landscape Architect will retain and pay for the following consultant as part of this proposal. Their qualifications will be submitted for Owner to review if desired prior to retention.

Marty Dickson, Irrigation Consultant

ABANDONMENT OF IMPROVEMENT: if the owner finds it necessary to abandon all or part of the project, the Landscape Architect shall be compensated for all work completed.

CANCELLATION: this agreement may be terminated by either party upon written notice to the other party in the event of a substantial failure of performance by such other party, or if the project should be abandoned.

If this proposal meets with your approval, please sign and return one executed copy to us for our files.

Sincerely,

Keller Mitchell & Co



Amy Cupples, ASLA
Principal

Accepted by:

HKIT Architects

Date

EXHIBIT A

Scope of Services and Work Products

A. Design Scope

Exterior landscape architectural design for Riverview Middle School Parking Lot project.

B. Schematic Design / Design Development

1. Provide overall landscape site plan
2. Image boards showing plant images and any site amenities
3. Provide design development planting plan showing plant locations and species
4. Provide outline specifications
5. Attendance at one (1) design team meeting

C. Construction Documents

Based on approved design development, prepare construction drawings showing:

1. Overall site plan
2. Construction details
3. Detailed planting plan
4. Plant palette, schedule, and details
5. CalGreen shade calculations
6. Detailed irrigation plan, details, and calculations
7. Final technical specifications
8. Attendance at up to two (2) coordination meetings

D. DSA Backcheck

1. The landscape architect shall respond to all plan check comments relevant to the landscape drawings and revise drawings and specifications accordingly.

E. Construction Administration / Closeout

1. The Landscape Architect shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress of the Work but shall not be required to make exhaustive or continuous on-site observations. On the basis of said site visits, the Landscape Architect shall keep the client informed of the progress and quality of the Work.
2. The Landscape Architect shall not be responsible for the construction contractor's performance or safety measures.
3. Review shop drawings, samples and other submittals required of the contractor for work on the landscape drawings.
4. Plant Materials selection at place of growth, 1 day of nursery visits to tag trees.
5. An estimate of one (1) site visit is anticipated during the course of construction work.
6. At completion of landscape construction, perform one (1) punch walk and produce list of items to be resolved for final acceptance. Determine if maintenance period can begin.
7. At completion of maintenance period, perform one (1) site visit to evaluate site for final acceptance.

F. Work Not Included

1. Graphics or signage.
2. Cost estimates.
3. C3 stormwater control design.
4. CHPS, LEED, GreenPoint or Greenbuild documentation.

END OF EXHIBIT A

March 25, 2022

Melissa Regan-Byers, Associate
HKIT Architects
538 Ninth Street, Suite 240
Oakland, CA 94607

Re: River Delta Unified School District –Estimating Services Proposal

TRANSMITTED VIA EMAIL

Dear Melissa:

As requested, please find below, my proposal on the above referenced project. I have reviewed the information contained in your e-mail dated 3/22/22 and our subsequent phone discussion on 3/24/22. My estimates will be inclusive of the following at each phase:

- Preparation of draft estimates at the plan phases specifically listed below.
- Preparation of a final cost estimate predicated upon the draft review process.
- Meetings/phone conferences as required to discuss cost factors, value engineering, additional divisions of the work, etc.

~~**Rio Vista High Science & Culinary Arts New Bldg.:**~~

~~DD: \$4,000
100% CD: \$5,000~~

~~**Delta/Clarksburg Middle School Cafeteria Modernization:**~~

~~DD: \$4,000
100% CD: \$5,000~~

~~**Delta Clarksburg Middle School IR EB-4 Estimate:**~~

~~DD: \$8,500~~

Riverview Middle School Parking Lot:

DD: \$2,500
100%CD: \$3,500

Sincerely,
COUNTERPOINT CONSTRUCTION SERVICES, INC.



Justin Walling
President



March 22, 2022

Melissa Regan-Byers
HKIT
538 Ninth Street, Suite 240
Oakland, CA 94607

Project: Riverview Middle School Parking Lot
Subject: Electrical Consulting Engineering Fee Proposal

Dear Melissa:

The Engineering Enterprise is pleased to provide a fee proposal for consulting electrical engineering services on the above subject project as outlined in this document.

1.0 Project Description

1.1 Overview

- A. The project consists of the construction of a new parking lot at Riverview Middle School, located in the City of Bay Point, California.
- B. The project budget is \$1,500,000.

1.2 Electrical Systems and/or Features

- A. Power distribution system.
- B. Exterior lighting and controls for parking lot.

2.0 Scope of Services

2.1 Schematic Design/Design Development Phase

- A. Review the program requirements developed by the Owner and Architect.
- B. Prepare our own analysis of the electrical systems as related to the program requirements and offer recommendations.
- C. Prepare conceptual design descriptions of alternative electrical systems that will reduce costs and/or improve performance.
- D. Attend one meeting with the design team and Owner to obtain and coordinate information related to the electrical systems in order to develop the Schematic Design/Design Development package.
- E. Prepare a narrative of the electrical systems as well as drawings that represent the power distribution system.
- F. Consult with inspection authorities to determine special code requirements.
- G. Interface with other consultants to coordinate design of electrical systems with other building system requirements and/or features.
- H. Obtain information from other consultants concerning electrical load requirements for equipment covered under their Divisions.

- I. Layout electrical equipment to ensure that space allocated is sufficient.
- J. Review lighting design requirements with the Architect and incorporate layout into our drawings.
- K. Prepare an outline specification for electrical systems.
- L. Preparation of preliminary, in-house calculations to verify Title 24 energy compliance (Title 24 documentation will not be issued as a part of the DD package).
- M. Prepare drawings to include the site electrical plan.

2.2 Construction Document Phase

- A. Attend one meeting with the design team to obtain final information concerning system requirements for the electrical design.
- B. Final interface with other consultants to coordinate connection requirements.
- C. Prepare complete set of construction drawings for electrical systems.
- D. Prepare detailed construction specifications for electrical systems outlining materials and installation requirements.
- E. Prepare Title 24 energy compliance documentation for lighting system to include exterior calculations and completion of associated forms.
- F. Review documents with inspection authorities as required.

2.3 Bidding Phase

- A. Interpret construction documents and prepare written response to questions.

2.4 Construction Administration Phase

- A. Review shop drawings, submittal data, and record “as-built” drawings.
- B. Respond to field RFI’s and prepare clarification instructions as needed.
- C. Visit site once to verify compliance with construction documents, review the final installation and prepare a punch list of all deficient items requiring correction by the contractor.

3.0 Extra Services not Included

3.1 Special Studies

- A. Special environmental impact investigations and related research. Such studies are not anticipated under this proposed agreement.
- B. Leadership in Energy and Environmental Design (LEED) related services.
- C. Life cycle cost analyses and energy effectiveness studies.

3.2 Design Services

- A. Redesign for reasons not the fault of The Engineering Enterprise, including the following:
 - 1. Changes in project scope or Owner requirements following the approval of scope and compensation outlined in this document.
 - 2. Changes to project drawings following the Owner’s approval of documents submitted by The Engineering Enterprise at the completion of the Schematic Design/Design Development Phase.

3. Changes to Contract Documents when the low construction bid for documents prepared by The Engineering Enterprise are within 10 percent of the construction estimate including all approved changes thereto.
- B. Services to provide designs for deductive or additive alternate bid items.
- C. Employment of special sub-consultants at the request of the Owner or Architect.
- D. Structural analysis or structural and seismic design of equipment anchorage and support systems.
- E. Preparation of construction cost estimates and detailed quantity take-offs.
- F. Design of building management system or temperature control system.
- G. Design of voice / data equipment (LAN, WAN, PBX, phones, etc).
- H. Design of telecommunication cabling system.
- I. Design of security system.
- J. Design of television distribution system.
- K. Design of audiovisual systems.
- L. Preparation of additional Title 24 calculations based on redesign for reasons not the fault of The Engineering Enterprise.

3.3 Construction Administration Services

- A. Preparation of maintenance or operating manuals.
- B. Preparation of record "as-built" documents.
- C. System commissioning.
- D. Trips to the construction site in excess of those listed in Scope of Services above.
- E. Prolonged construction support services should construction time on any portion of the project be exceeded by more than 20 percent of the time for completion stipulated in the construction contract.
- F. Reviews of change orders that are the result of Owner generated changes or are generated by other disciplines and/or consultants.

4.0 Additional Understandings

4.1 Materials and Services Provided by the Architect

- A. Informational and coordination prints of project architectural, structural, civil, landscape, mechanical, etc. drawings as required, and at times requested, by The Engineering Enterprise for the performance of services outlined herein.
- B. Base floor plans and site plan(s) compatible with Revit/AutoCAD.
- C. Detailed information on Owner furnished equipment to be installed or for which provisions are to be made under the electrical subcontract.
- D. Reproduction of drawings, specifications and reports for in-house distribution to the Architect's staff and record copies of construction documents for the consultant's use.

4.2 Assumptions

A. Existing Electrical Service:

1. The existing power distribution system for this facility has sufficient capacity to accommodate the new loads associated with this project.

5.0 Terms and Conditions of Service

5.1 Warranty

The Engineering Enterprise makes no warranty, either expressly or implied, as to our findings, recommendations, specifications or professional advice, except that these services were prepared/performed in accordance with generally accepted professional engineering practices in existence at the time and place of such services.

5.2 Breach of Contract Damages

The Engineering Enterprise's liability to client for breach of this fee proposal shall, to the extent permitted by law, be limited to The Engineering Enterprise's fee. However, The Engineering Enterprise shall have no liability to client for consequential, special, punitive, or other indirect damages.

5.3 Third Party Liability

The Engineering Enterprise does not guarantee the completion of performance contracts by the construction contractor(s) or other third parties, nor is it responsible for their acts or omissions, or for the safety of the contractor('s) work.

5.4 Insurance Limits

Fees proffered anticipate Professional Liability Insurance burden in the maximum amount of \$5,000,000.00. Should a greater amount of insurance be required, an upward adjustment of quoted fee will be necessary.

5.5 Segregation of Contract

The quoted fee and fee apportionments are predicated upon a single contract covering all of the work described herein. In the event that only a partial contract is assigned, the fees stipulated are void and a new proposal will be submitted reflecting an abbreviated scope of services.

5.6 Documents

The drawings and specifications prepared by the Consultant, whether in hard copy or machine-readable format, are instruments of service to be used only for the specific project(s) covered by this agreement. All drawings, including tracings and/or special masters as well as calculations shall remain the property of The Engineering Enterprise.

Because information and data delivered in an electronic format may be altered, either inadvertently or otherwise, The Engineering Enterprise reserves the right to remove from copies provided to architect all identification reflecting the involvement of The Engineering Enterprise in the preparation of the data.

6.0 Compensation

6.1 Basic Services

Services described under Section 2.0, Scope of Services, will be performed for the lump sum fee values outlined below:

PROJECT PHASE	FEE
Schematic Design/Design Development Phase	\$3,500
Construction Document Phase	\$5,000
Agency Approval Phase	\$1,100
Bidding Phase	\$500
Construction Administration Phase	\$2,500
TOTAL FEE	\$12,600

6.2 Extra Services

Compensation for Extra Services as defined in Section 3.0 shall be paid hourly for all authorized services rendered at the rates indicated below:

- A. Principal \$270/hour
- B. Associate \$230/hour
- C. Senior Engineer/Project Manager \$210/hour
- D. Engineer/Designer \$190/hour
- E. BIM Technician \$160/hour
- F. Administrative Staff \$125/hour

7.0 Reimbursable Expenses

Travel, parking, delivery and reproduction costs will be billed separately on a direct cost basis with no additional markup by TEE.

8.0 Payment

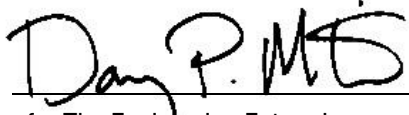
Invoices for services will be issued monthly and shall be due and payable upon receipt. A yearly carrying charge of eighteen percent (18%) will be added to each invoice thirty days delinquent. No carrying charge will be incurred if invoices are paid in full within sixty (60) days of the date of the invoice.

It is understood that this letter constitutes the entire agreement between the parties and that there are no conditions, agreements, or representations between the parties except as expressed herein.

If a court of competent jurisdiction finds this agreement, or any portion of this agreement, to be invalid, unlawful, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this agreement and all provisions of all other agreements between the parties shall not in any way be affected or impaired by the finding of invalidity, illegality, or unenforceability.

Please indicate your approval of the foregoing proposal by signing in the space provided below and by returning one copy of this agreement to our office at your earliest convenience.

By: _____ Date: _____
for HKIT
Melissa Regan-Byers

By:  _____ Date: March 22, 2022
for The Engineering Enterprise
Danny McKeivitt, Principal

cc: Jonathan Friedman, TEE



Program & Construction Management

March 30, 2022

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

Re: Riverview Middle School
New Parking and Student Drop-Off
Construction Management Fee Proposal

Dear Ms. Wright:

In accordance with the Agreement between the District and RGM Kramer, Inc., the following is our fee proposal for construction management services for Riverview Middle School New Parking and Student Drop-Off Project.

As set forth in the Agreement, our fee will be a fixed amount based on a percentage of the construction cost. We estimate the construction cost for the project to be approximately \$1,500,000. The final fees will be adjusted based on the final construction cost. The services to be provided shall be as described in the Agreement for the phases described below.

Our proposed CM fee for this project is as follows:

Table with 4 columns: Description, Estimated Constr. Cost*, %, CM Fee*. Rows include CM Fee Calculation breakdown (8% of first \$500,000, 7.5% of second \$500,000, etc.) and a Total row.

*Fee to be adjusted based on final construction cost.

Description	%	Fee
CM Fee Breakdown by Phase:		
Design	15.0%	\$ 16,875
Constructability Review & Estimating	10.0%	\$ 11,250
Plan Check, Bidding & Award	5.0%	\$ 5,625
Construction	65.0%	\$ 73,125
Occupancy & Close-Out	5.0%	\$ 5,625
Total	100.0%	<u>\$ 112,500</u>

RGMK will invoice the District monthly based on the percentage completion for each phase. In addition to the above fees, RGMK will invoice the District for any reimbursable expenses at cost plus 10% as provided for in the Agreement. We do not expect any significant reimbursable expenses and suggest a budget of \$1,500 for such expenses.

If satisfactory, please sign and return one copy for our records.

Respectfully Submitted,



Ralph Caputo, CEO
RGM Kramer, Inc.

- CC: Tammy Busch, RDUSD
Ralph Caputo, RGM Kramer, Inc.
Marlin Jones, RGM Kramer, Inc.
Janice Betts, RGM Kramer, Inc.
Shireen Harris, RGM Kramer, Inc.

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 10, 2022

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 17

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

SUBJECT:

Request to approve the fee proposal for professional design services with HKIT Architects for the Walnut Grove Elementary School Fire Alarm Replacement Project. Cost not to exceed \$58,760.

BACKGROUND:

The Walnut Grove Elementary School Fire Alarm has failed to function normally and is causing a safety hazard. HKIT Architects provided a fee proposal for professional design services to replace the fire alarm. The services will include architectural and electrical engineering design of a complete campus fire alarm system to replace the existing.

STATUS:

HKIT will collaborate with staff and RGM Kramer in the design of the fire alarm system.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

The funding will come out of Measure K Funds.

RECOMMENDATION:

That the Board approves the fee proposal for professional design services with HKIT for the Walnut Grove Elementary School Fire Alarm Replacement Project.

Time allocated: 3 minutes

January 12, 2022

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

Reference: River Delta Unified School District
Walnut Grove Fire Alarm
HKIT Project #21029.02

Dear Kathy:

HKIT is pleased to provide you with this fee proposal for professional design services for the Walnut Grove fire alarm replacement project. The scope of services will include architectural and electrical engineering design of a complete campus fire alarm system to replace the existing.

Design phase scope includes:

1. One (1) site visit.
2. One (1) kick off meeting with RDUSD to discuss requirements.
3. Creation of design development documents.
4. One (1) meeting with RDUSD to review progress drawings.
5. Creation of construction documents.
6. DSA submission, review, and approval

Bidding phase scope includes:

7. One (1) Pre-bid conference on site.
8. Responses to technical bid requests for information (RFIs).
9. Creation of addenda

Construction and closeout phase scope includes:

10. Weekly (8) virtual meeting via Zoom or another similar program.
11. Three (3) site visits as necessary to review on site conditions during construction.
12. Review of submittals, shop drawings
13. Responses to RFIs
14. Creation of supplemental instructions as necessary.
15. One (1) punch list walk and one (1) backcheck of the punch list
16. Assist the District and RGMK in obtaining DSA certification.

HKIT will provide meeting minutes for the meetings during design, RGMK will provide meeting minutes for the meetings during construction. This proposal excludes cost estimating.

The work will be designed and developed Winter/Spring 2022 and submitted to DSA in Spring of 2022. Construction is schedule to take place in the summer of 2022 and last approximately 2 months. Melissa Regan-Byers will manage the project, Alma Davila will produce the architectural drawings.

COMPENSATION

We propose working on a Lump Sum Basis of **Fifty-Eight Thousand Seven Hundred Sixty Dollars and 00/100 (\$58,760)** as noted below. Our electrical engineer consultant proposal is attached.

A break down of our fee per phase is listed below.

Architectural Services **\$23,560**
(190 hrs @ average billing rate of \$124)

Consultant Team

Electrical Engineering
(\$32,000 x 1.1) **\$35,200**

Total: **\$58,760**

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

FEE BY PHASE BREAKDOWN			
	ARCHITECTURAL	ELECTRICAL	TOTAL
Schematic/Design Development	\$ 5,277.00	\$ 8,250.00	\$ 13,527.00
Construction Documents	\$ 5,989.00	\$ 13,750.00	\$ 19,739.00
DSA Approval	\$ 2,921.00	\$ 3,850.00	\$ 6,771.00
Bidding	\$ 2,921.00	\$ 1,100.00	\$ 4,021.00
Construction Administration & Closeout	\$ 6,452.00	\$ 8,250.00	\$ 14,702.00
TOTAL			\$ 58,760.00

HKIT ARCHITECTS



Jeff Evans, AIA, LEED AP BD+C
Principal



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



December 30, 2021

Melissa Regan-Byers
HKIT Architects
538 Ninth Street, Suite 240
Oakland, CA 94607

Project: Walnut Grove Elementary School Fire Alarm System
Subject: Electrical Consulting Engineering Fee Proposal

Dear Melissa:

The Engineering Enterprise is pleased to provide a fee proposal for consulting electrical engineering services on the above subject project as outlined in this document.

1.0 Project Description

1.1 Overview

- A. The project consists of the design of a new campus wide fire alarm system to replace the existing system at Walnut Grove Elementary, located in the City of Walnut Grove, California.
- B. The site/campus includes two buildings totaling approximately 39,493 square feet.

1.2 Fire Alarm Systems and/or Features

- A. Design of the campus wide fire alarm system to replace the existing system with a new addressable, non-proprietary fire alarm system with integrated emergency communication system. The design will include:
 - 1. Demolition of the existing fire alarm panel, booster panels, horns, strobes, detectors, pull stations, and all associated cable.
 - 2. Upgrade of the site ug conduit as required after a thorough review of the existing conditions.
 - 3. New Fire Alarm Control Panel with emergency voice annunciation.
 - 4. Local and remote fireman's microphone for manual announcing through the fire alarm speakers.
 - 5. Remote booster and audio amplifier panels located around campus.
 - 6. Smoke, Heat and Carbon monoxide detectors located in all spaces and ceilings as required by the 2016 California Fire Code (CFC).
 - 7. Speaker and strobe notification devices located on ceilings, walls and exterior walls as required by the 2016 California Fire Code (CFC).
 - 8. FA system connection to existing Fire Smoke Dampers.
 - 9. Duct smoke detectors for Air Handling Unit systems 2000 CFM or greater.

- B. Electrical system:
 - 1. Power circuits for Booster and Audio Amplifier panels.
 - a. It is assumed that adequate power is available at existing panel/s to add an additional 120V/20A dedicated circuit breaker.

2.0 Scope of Services

2.1 Design Development Phase

- A. Attend one meeting with the River Delta School District to obtain information concerning system requirements for the fire alarm design.
- B. Obtain and review record drawings provided by River Delta School District.
- C. Consult with inspection authorities to determine special code requirements.
- D. Conduct a detailed site walk of the campus to identify existing fire alarm equipment, device locations, underground conduit, power panels, current building conditions, etc.
- E. Prepare drawings to include the following:
 - 1. Site fire alarm plan.
 - 2. Equipment and device locations.
 - 3. Equipment room enlargements if needed.
- F. Attend a review meeting to go over the design development package.

2.2 Construction Document Phase

- A. Prepare a complete set of construction drawings.
 - 1. Provide a 50% CD progress set for River Delta School District review.
 - 2. Provide a 95% CD progress set for River Delta School District review.
- B. Prepare a 100% CD set for DSA submission.
- C. Prepare detailed construction specifications outlining materials and installation requirements.
- D. Prepare cut sheets and CSFM listing sheets for all fire alarm devices and equipment for submission to DSA.

2.3 Agency Approval Phase

- A. Schedule back check date with DSA for re-submittal of bid documents.
- B. Coordinate and obtain written approval of final design work with local agencies and DSA.
- C. Respond to plan review comments. Incorporate plan review comments into construction documents.

2.4 Bidding Phase

- A. Attend pre-bid meeting with bidding contractors.
- B. Interpret construction documents and prepare written response to questions.
- C. Review bid documents with the owner and make recommendations.

2.5 Construction Administration Phase

- A. Review shop drawings, submittal data, and record “as-built” drawings.
- B. Respond to field RFIs and prepare clarification instructions as needed.
- C. Visit site three times to verify compliance with construction documents, review the final installation and prepare a punch list of all deficient items requiring correction by the contractor.
- D. Review contractors as built drawings and test results.

3.0 Extra Services not Included

3.1 Special Studies

- A. Special environmental impact investigations and related research. Such studies are not anticipated under this proposed agreement.
- B. Leadership in Energy and Environmental Design (LEED) related services.
- C. Life cycle cost analyses and energy effectiveness studies.

3.2 Design Services

- A. Redesign for reasons not the fault of The Engineering Enterprise, including changes in project scope or Owner requirements following the approval of scope and compensation outlined in this document.
- B. Services to provide designs for deductive or additive alternate bid items.
- C. Employment of special sub-consultants at the request of the Owner or Architect.
- D. Structural analysis or structural and seismic design of equipment anchorage and support systems.
- E. Preparation of construction cost estimates and detailed quantity take-offs.
- F. Construction management services

3.3 Construction Administration Services

- A. Preparation of maintenance or operating manuals.
- B. Preparation of record “as-built” documents.
- C. System commissioning.
- D. Trips to the construction site in excess of those listed in Scope of Services above.
- E. Prolonged construction support services should construction time on any portion of the project be exceeded by more than 20 percent of the time for completion stipulated in the construction contract.
- F. Reviews of change orders that are the result of Owner generated changes or are generated by other disciplines and/or consultants.

4.0 Additional Understandings

4.1 Materials and Services Provided by the Architect

- A. Informational and coordination prints of project architectural, structural, civil, landscape, mechanical, etc. drawings as required, and at times requested, by The Engineering Enterprise for the performance of services outlined herein.

- B. Base floor plans and site plan(s) compatible with Revit/AutoCAD.
- C. Detailed information on Owner furnished equipment to be installed or for which provisions are to be made under the electrical subcontract.
- D. Reproduction of drawings, specifications and reports for in-house distribution to the Architect's staff and record copies of construction documents for the consultant's use.

4.2 Assumptions

- A. Existing Electrical Service:
 - 1. The existing power distribution system for this facility has sufficient capacity to accommodate the new loads associated with this project.

5.0 Terms and Conditions of Service

5.1 Warranty

The Engineering Enterprise makes no warranty, either expressly or implied, as to our findings, recommendations, specifications or professional advice, except that these services were prepared/performed in accordance with generally accepted professional engineering practices in existence at the time and place of such services.

5.2 Breach of Contract Damages

The Engineering Enterprise's liability to client for breach of this fee proposal shall, to the extent permitted by law, be limited to The Engineering Enterprise's fee. However, The Engineering Enterprise shall have no liability to client for consequential, special, punitive, or other indirect damages.

5.3 Third Party Liability

The Engineering Enterprise does not guarantee the completion of performance contracts by the construction contractor(s) or other third parties, nor is it responsible for their acts or omissions, or for the safety of the contractor('s) work.

5.4 Insurance Limits

Fees proffered anticipate Professional Liability Insurance burden in the maximum amount of \$5,000,000.00. Should a greater amount of insurance be required, an upward adjustment of quoted fee will be necessary.

5.5 Segregation of Contract

The quoted fee and fee apportionments are predicated upon a single contract covering all of the work described herein. In the event that only a partial contract is assigned, the fees stipulated are void and a new proposal will be submitted reflecting an abbreviated scope of services.

5.6 Documents

The drawings and specifications prepared by the Consultant, whether in hard copy or machine-readable format, are instruments of service to be used only for the specific project(s) covered by this agreement. All drawings, including tracings and/or special masters as well as calculations shall remain the property of The Engineering Enterprise.

Because information and data delivered in an electronic format may be altered, either inadvertently or otherwise, The Engineering Enterprise reserves the right to remove from copies provided to architect all identification reflecting the involvement of The Engineering Enterprise in the preparation of the data.

6.0 Compensation

6.1 Basic Services

Services described under Section 2.0, Scope of Services, will be performed for the lump sum fee values outlined below:

PROJECT PHASE	FEE
Design Development Phase	\$7,500
Construction Document Phase	\$12,500
Agency Approval Phase	\$3,500
Bidding Phase	\$1,000
Construction Administration Phase	\$7,500
TOTAL DESIGN FEE	\$32,000

6.2 Extra Services

Compensation for Extra Services as defined in Section 3.0 shall be paid hourly for all authorized services rendered at the rates indicated below:

- | | |
|-------------------------------------|------------|
| A. Principal | \$270/hour |
| B. Associate | \$230/hour |
| C. Project Engineer/Project Manager | \$210/hour |
| D. Designer | \$190/hour |
| E. BIM Technician | \$160/hour |
| F. Project Coordinator | \$125/hour |

7.0 Reimbursable Expenses

Travel, parking, delivery and reproduction costs will be billed separately on a direct cost basis with no additional markup by TEE.

8.0 Payment

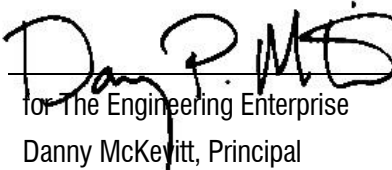
Invoices for services will be issued monthly and shall be due and payable upon receipt. A yearly carrying charge of eighteen percent (18%) will be added to each invoice thirty days delinquent. No carrying charge will be incurred if invoices are paid in full within sixty (60) days of the date of the invoice.

It is understood that this letter constitutes the entire agreement between the parties and that there are no conditions, agreements, or representations between the parties except as expressed herein.

If a court of competent jurisdiction finds this agreement, or any portion of this agreement, to be invalid, unlawful, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this agreement and all provisions of all other agreements between the parties shall not in any way be affected or impaired by the finding of invalidity, illegality, or unenforceability.

Please indicate your approval of the foregoing proposal by signing in the space provided below and by returning one copy of this agreement to our office at your earliest convenience.

By: _____ Date: _____
for HKIT Architects
Melissa Regan-Byers

By:  _____ Date: December 30, 2021
for The Engineering Enterprise
Danny McKevitt, Principal

cc: Jonathan Friedman, TEE

P:\00-Pending Projects\Walnut Grove ES\2021-12-30 Walnut Grove Elementary School Fire Alarm System.docx

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 10, 2022

Attachments: X_____

From: Tammy Busch, Chief Business Officer

Item Number: 18_____

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

SUBJECT:

Request to approve the Agreement with RGM Kramer, Inc. to provide construction management services for the Walnut Grove Fire Alarm Replacement Project.

BACKGROUND:

The fire alarm system at Walnut Grove Elementary School is malfunctioning and is causing a safety hazard. Its important to replace the fire alarm for the safety of the students, staff, and facilities. RGM has anticipated this project to have a value of \$500,00 and have based their fee to be 8% of \$500,000 which is \$40,000. RGM fee proposal includes Design, Constructability Review and Estimating, Plan Check, Bidding and Award, Construction, Occupancy and Closeout.

STATUS:

RGM Kramer will collaborate with staff and HKIT in the design of the fire alarm system.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

The funding will be come out of Measure K funds.

RECOMMENDATION:

That the Board approves the Agreement with RGM Kramer, Inc. to provide construction management services for the Walnut Grove Fire Alarm Replacement Project.

Time allocated: 3 minutes



Program & Construction Management

January 12, 2022

Ms. Tammy Busch, Chief Business Official
River Delta Unified School District
445 Montezuma Street
Rio Vista, CA 94571

Re: Walnut Grove Elementary School
Fire Alarm Replacement Project
Construction Management Fee Proposal

Dear Ms. Busch:

In accordance with the Agreement between the District and RGM Kramer, Inc., the following is our fee proposal for construction management services for the Walnut Grove Elementary School Fire Alarm Replacement Project.

As set forth in the Agreement, our fee will be a fixed amount based on a percentage of the construction cost. We estimate the construction cost for the fire alarm replacement project to be approximately \$500,000. The final fees will be adjusted based on the final construction cost. The services to be provided shall be as described in the Agreement for the phases described below.

Our proposed CM fee for this project is as follows:

Table with 4 columns: Description, Estimated Constr. Cost*, %, CM Fee*. Rows include CM Fee Calculation breakdown (8% of first \$500,000, 7.5% of second \$500,000, etc.) and a Total row.

*Fee to be adjusted based on final construction cost.

Description	%	Fee
CM Fee Breakdown by Phase:		
Design	15.0%	\$ 6,000
Constructability Review & Estimating	10.0%	\$ 4,000
Plan Check, Bidding & Award	5.0%	\$ 2,000
Construction	65.0%	\$ 26,000
Occupancy & Close-Out	5.0%	\$ 2,000
Total	100.0%	<u>\$ 40,000</u>

RGMK will invoice the District monthly based on the percentage completion for each phase. In addition to the above fees, RGMK will invoice the District for any reimbursable expenses at cost plus 10% as provided for in the Agreement. We do not expect any significant reimbursable expenses and suggest a budget of \$1,500 for such expenses.

If satisfactory, please sign and return one copy for our records.

Respectfully Submitted,



Ralph Caputo, CEO
RGM Kramer, Inc.

CC: Kathy Wright, RDUSD
Ralph Caputo, RGM Kramer, Inc.
Marlin Jones, RGM Kramer, Inc.
Janice Betts, RGM Kramer, Inc.
Elaina Muhlestein, RGM Kramer, Inc.