

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:

June 28, 2022 – General Open Session – 6:30pm

Rio Vista High School • 410 South Fourth Street, Rio Vista, CA

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

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

REGULAR MEETING AGENDA

1. Call the Open Session to Order (@ 5:30 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** (@ 5:35 p.m.)
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____ Time: _____
5. Reconvene to Open Session (@ approx. 6:30 p.m.) Time: _____
 - 5.1 Retake Roll Call
Member 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 Committee report(s)
 - 9.1.2.1 2 X 2 Committee Meeting
 - 9.1.3 Superintendent Wright's report(s)

- 9.2 Business Services' Reports and/or Presentations on: Routine Restricted Maintenance; Deferred Maintenance; Maintenance and Operations; Transportation Department; Food Services Department; District Technology; and District Budget – Tammy Busch, Chief Business Officer; Ken Gaston, Director of MOT
 - 9.2.1 ADA/Enrollment Report – Tammy Busch, Chief Business Officer
 - 9.2.2 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
 - 9.3.1.1 River Delta Unified School District Expanded Learning Opportunities Program (ELO-P) Plan for the 2022-2023 School Year – Nicole Latimer, Chief Educational Services Officer
 - 9.3.2 Special Education Update – Nicole Latimer, Chief Educational Services Officer
- 9.4 River Delta Unified Teachers Association (RDUTA) Update – Chris Smith, RDUTA President
- 9.5 California State Employees Association (CSEA) Chapter #319 Update – David Groves, Interim CSEA President, Delta Chapter #319
- 9.6 River Delta Unified Teachers Association (RDUTA) Presentation – Kendall Murphy, RDUTA Lead Negotiator

10. Consent Calendar

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

- 10.1 Approve Board Minutes
 - Regular Meeting of the Board – June 14, 2022
- 10.2 Receive and Approve Monthly Personnel Report - As of June 28, 2022 – None to report
- 10.3 Request to Approve the Independent Contract for Services Agreement with Rio Vista CARE for the 2022-2023 School Year at a cost not to exceed \$10,000 – Special Education Mental Health Funds– Nicole Latimer, Chief Educational Services Officer
- 10.4 Request to Pre-Approve the 2022-2023 ASB, Booster Club, PTC and PTA Fundraisers– Tammy Busch, Chief Business Officer
- 10.5 Request to Approve the Purchase of ABC Mouse Early Learning Academy for the 2022-2023 School Year at a cost not to exceed \$6,080 – Educational Funds – Nicole Latimer, Chief Educational Services Officer
- 10.6 Request to Approve the AVID Membership Dues for Delta High School, Rio Vista High School, Riverview Middle School, Clarksburg Middle School, Walnut Grove Elementary School and Bates Elementary School for the 2022-2023 School Year – at a cost not to exceed \$25,686 - Educational Service Funds – Nicole Latimer, Chief Educational Services Officer
- 10.7 Request to Approve the Renewal of 81 Odysseyware Web-based Instructional Program Licenses for use in Alternative Education, Special Education and Adult Education Throughout the District for the 2022-2023 School Year at a cost not to exceed \$62,500 – Educational Services and Adult Education Funds – Nicole Latimer, Chief Educational Services Officer
- 10.8 Request to Approve the Purchase of Measures of Academic Performance (MAP) Assessments for Students Grades K-10 for the 2022-2023 School Year at a cost not to exceed \$25,858 - Educational Services Funds– Nicole Latimer, Chief Educational Services Officer
- 10.9 Request to Approve the Renewal with Renaissance Learning Educational Software Licenses for the 2022-2023 School Year at a cost not to exceed \$42,294.76 – Educational Services & After School Program Funding – Nicole Latimer, Chief Educational Services Officer

- 10.10 Request to approve the Memorandum of Understanding with Sacramento County Office of Education (SCOE) for the 2022-2023 School Year Regarding the Provision of Services to Students with Moderate to Severe or Emotional Disabilities, at a cost not to exceed \$4736, Special Education Funds – Nicole Latimer, Chief Educational Services Officer
- 10.11 Request to Approve the Independent Contact with Tom Pender to Facilitate Professional Development Trainings to District Staff, at a cost not to exceed \$40,000, Educational Service Funds– Nicole Latimer, Chief Educational Services Officer
- 10.12 Request to Approve the Purchase of Licenses for Turnitin, LLC Software for the 2022-2023 School Year at a cost not to exceed \$4,294.50 – Educational Services Funds – Nicole Latimer, Chief Educational Services Officer
- 10.13 Request Permission to Apply for the Agricultural Incentive Grant for the 2022-2023 school year – Nicole Latimer, Chief Educational Services Officer
- 10.14 Request to Approve the Purchase of NoRedInk for Use at Riverview Middle School for the 2022-2023 School Year at a Cost to Exceed \$3,150, Educational Services Funds – Nicole Latimer, Chief Educational Services Officer
- 10.15 Request to Declare as Surplus Library Books at Rio Vista High School That Are Damaged, Duplicated, or Out-of-Date – Victoria Turk, Principal
- 10.16 Request to Approve the Online Software Program of Home Campus an Athletic Clearance Packet Program for Rio Vista High School and Delta High School – At a cost not to exceed \$1,990 – Nicole Latimer, Chief Educational Services Officer
- 10.17 Request to Approve the Subscription to Teachers Pay Teachers (TPT) School Access to provide District Educators with Essential Teacher Resources and Digital Tools for the 2022-2023 School Year, not to exceed \$21,735, Educational Services Funds – Tammy Busch, Chief Business Officer
- 10.18 Request to Approve the Independent Contract For Services Agreement with DIXON SmartSchoolHouse, LLC to Provide Oversight and Assist the District in Negotiations with Developer, at a Cost Not to Exceed \$25,000, Developer Fee Funds – Tammy Busch, Chief Business Officer
- 10.19 Request to Approve the Agreement with Loy Mattison Enterprises, E-Rate Consultant to Provide Assistance with the E-Rate Process in FY 2022-2023, not to Exceed \$9,000 – Tammy Busch, Chief Business Officer
- 10.20 Request to Approve the Contract with Ryland School Business Consulting for Various Financial and Business Office Services – at a cost not to exceed \$15,000 – Unrestricted General Funds – Tammy Busch, Chief Business Officer
- 10.21 Request to Reject Claim #22-9253, Application by Employee #000887 to File Late Tort Claim – Katherine Wright, Superintendent
- 10.22 Donations or Receive and Acknowledge

Rio Vista High School – In memory of Dennis Katsuki

Eugene Togioka
 Lira’s Supermarket
 Leona Beaver
 Dalene Sasaki
 Jerry and Nadine Penick
 Cheryl Apple
 Richard and Kyoki Oba
 Donald and Jill Birnbaum
 Florence and John Inouye

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

Action Items -- Individual speakers shall be allowed two minutes to address the Board on any agendized 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 and Adopt the 2022-2023 Local Control and Accountability Plan (LCAP) for River Delta Unified School – Katherine Wright, Superintendent
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
12. Request to Approve and Adopt the Proposed 2022-2023 District Budget for River Delta Unified School District – Tammy Busch, Chief Business Officer
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
13. Request to Approve Resolution #834 Authorizing FY 2021-2022 expenditures from Education Protection Act Funds (Proposition 30) – Tammy Busch, Chief Business Officer
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
14. Request to Approve the Contract with Williams & Associates, LLC to Provide the District with State School Facility Program (SFP) Services, at a cost not exceed \$25,000 Measure J and Funds, - Tammy Busch, Chief Business Officer
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
15. Request to Approve the Proposal from Warren Consulting Engineers, Inc. to provide Land Surveying Services for the Rio Vista High School’s New Classrooms, Riverview Middle School’s Student Drop-off & Accessibility, Delta High and Clarksburg Middle School’s Cafeteria Modernization Projects, \$21,000 Measure J Funding and \$6,500 Measure K Funding – Tammy Busch, Chief Business Officer
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
16. Request to Approve the Contract with RGM Kramer, Inc. to Provide Construction Management Services for Measures J and K Facilities Bond Projects, \$140,474 Measure J Funds and \$44,360 Measure K Funds – Tammy Busch, Chief Business Officer
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
17. Request to Approve the Contract with Wallace Kuhl & Associates to Provide Geotechnical Engineering Services for the Rio Vista High School’s New Classrooms and the Riverview Student Drop-off and Accessibility Projects, at a cost not to exceed \$8,500 Measure J Funds – Tammy Busch, Chief Business Officer
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
18. Request to Approve the Amended Employment Agreement, Section II: Salary, Part 1, for Katherine Wright, Superintendent - Board President Stone
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
19. Request to Correct the Placement of the Chief Business Officer on the Salary Schedule, Due to Incorrect Placement Upon Hiring – Katherine Wright, Superintendent
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
20. Request to Approve the Name Change of Position Titles for the Chief Business Officer to Assistant Superintendent of Business Services and the Chief Educational Services Officer to Assistant Superintendent of Educational Services - Katherine Wright, Superintendent
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
21. Request to Review and Approve the River Delta Unified School District’s Plan for the Universal Pre-kindergarten Planning and Implementation Grant Program – Nicole Latimer, Chief Educational Services Officer
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
22. Request to Approve the First and Final Reading of Administrative Regulation 3541 Transportation Routes and Service and the Modified Transportation Services Offered in River Delta Unified School District – Tammy Busch, Chief Business Officer
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
23. Request to Authorize Superintendent Wright to Approve the Conditional Appointment of the Vacant Administrative Positions – Katherine Wright, Superintendent
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
24. Re-Adjourn to continue Closed Session, if needed

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

26. 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, June 24, 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:

June 28, 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 5:35 p.m. on June 28, 2022, at the Rio Vista High School, Rio Vista, California (which is prior to the full Open Session). Any formal action taken by the Board will be reported in the Open Session of this regular meeting of the Board of Trustees [Government Code Section 54957.1]. As needed, this Closed Session may be reconvened following the full Open Session. Any formal action taken by the Board will be reported in Open Session prior to adjournment.

4. CLOSED SESSION

4.1 **Student Discipline** [Education Code Sections 49070 (c) and 76232 (c)] Following Conference with Legal Counsel (Fagen Friedman & Fulfroost, LLP) –

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 Superintendent

4.3.2 Certificated

4.3.3 Classified

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

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

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

4.3.6.1 RDUTA

4.3.6.2 CSEA

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: June 28, 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 (**JUNE MONTH 11**)

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 **increased by 8 students** compared to **last month from 1,817 to 1,825**. (Does not include Adult Ed)

District-wide attendance **decreased by 48 ADA** compared to **last month, from 1,670 to 1,622**. (Does not include Adult Ed)

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

RECOMMENDATION:

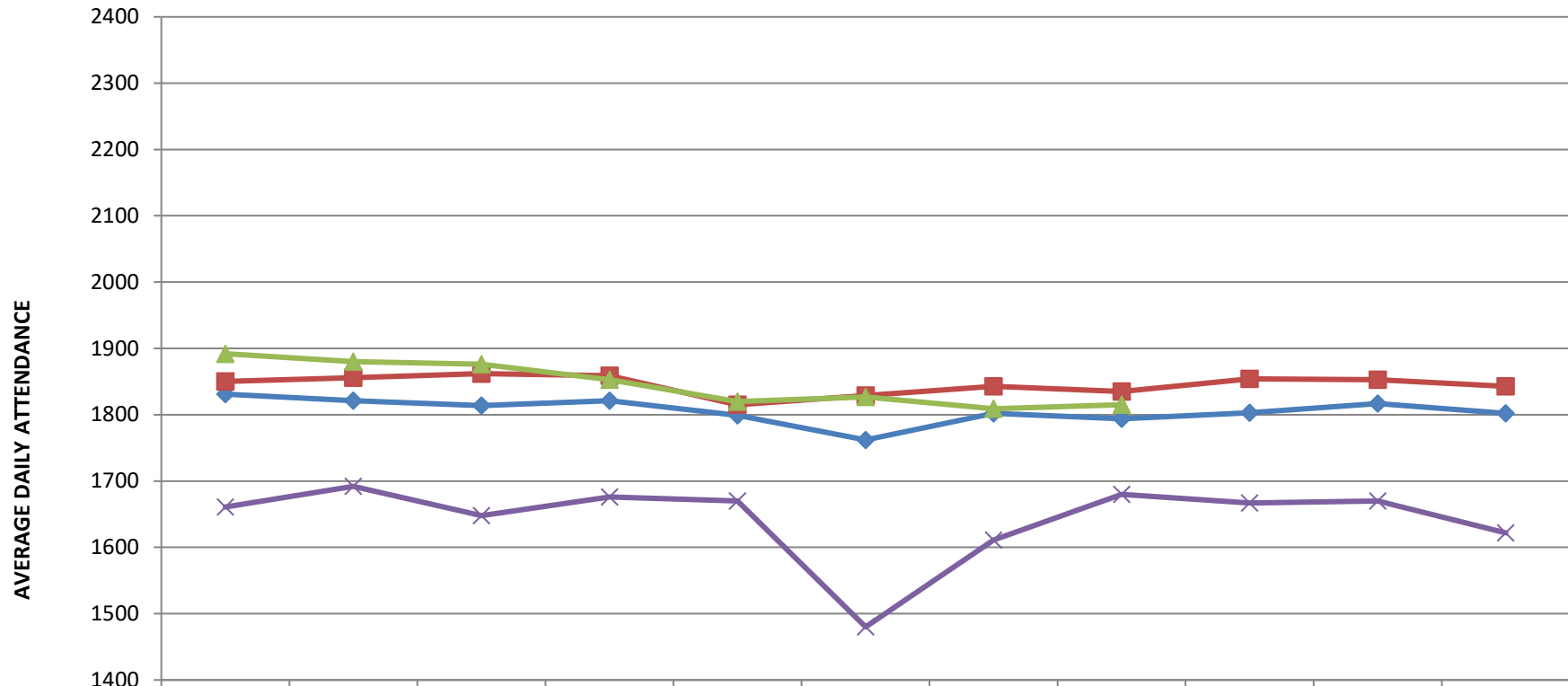
That the Board receives the information presented

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		123	90	0		123	88	-2		111	85	-3		121	88	3		121	89
	ADA	116	85			121	84			93.3%	120			82	91.1%			120	83			94.3%	117			82	96.5%
CLARKSBURG (7th & 8th Gr)	ENR	176	149	93.3%		177	149	0		177	147	-2		178	148	1		177	145	-3		177	145	0		172	144
	ADA	170	139			172	142			95.3%	172			138	93.9%			169	140			94.6%	167			139	95.9%
ISLETON	ENR	155	158	89.2%		158	155	-3		156	158	3		153	157	-1		149	152	-5		155	150	-2		154	156
	ADA	150	141			150	149			96.1%	151			139	88.0%			146	147			93.6%	143			147	96.7%
RIVERVIEW	ENR	256	192	88.0%		253	187	-5		253	185	-2		253	188	3		250	174	-14		253	184	10		252	181
	ADA	246	169			244	172			92.0%	242			168	90.8%			243	170			90.4%	235			168	96.6%
WALNUT GROVE	ENR	176	167	89.2%		172	167	0		174	168	1		176	167	-1		176	161	-6		176	170	9		176	172
	ADA	167	149			167	153			91.6%	166			150	89.3%			167	152			91.0%	158			150	93.2%
D.H. WHITE	ENR	350	390	87.7%		346	383	-7		345	383	0		337	382	-1		337	351	-31		345	385	34		348	384
	ADA	330	342			330	352			91.9%	328			341	89.0%			327	340			89.0%	321			342	97.4%
ELEMENTARY SUB TOTAL	ENR	1,231	1,145			1,229	1,131	-14		1,228	1,131	0		1,220	1,130	-1		1,200	1,068	-62		1,227	1,122	54		1,223	1,126
	ADA	1,179	1,025			1,184	1,052			1,179	1,018			1,172	1,032			1,141	1,028			1,169	934			1,152	1,002
CLARKSBURG (9th Grade)	ENR	96	76	96.1%		95	76	0		94	77	1		94	78	1		96	77	-1		94	77	0		92	78
	ADA	94	73			92	72			94.7%	92			70	90.9%			90	72			92.3%	89			73	94.8%
DELTA HIGH	ENR	209	217	94.5%		207	215	-2		207	213	-2		206	215	2		205	206	-9		205	205	-1		200	203
	ADA	205	205			200	203			94.4%	198			196	92.0%			193	201			93.5%	194			197	95.6%
RIO VISTA HIGH	ENR	409	380	90.8%		402	378	-2		405	379	1		396	378	-1		379	362	-16		388	371	9		393	371
	ADA	392	345			381	344			91.0%	383			340	89.7%			375	342			90.5%	368			342	94.5%
HIGH SCHOOL SUB TOTAL	ENR	714	673			704	669	-4		706	669	0		696	671	2		680	645	-26		687	653	8		685	652
	ADA	691	623			673	619			673	606			658	615			651	612			641	520			637	577
Mokelumne High (Continuation)	ENR	17	4			18	4	0		15	4	0		16	4	0		16	3	-1		10	3	0		7	3
	ADA	12	2			13	2			11	1			10	1			7	1			5	1				
River Delta High/Elem (Alternative)	ENR	7	22			9	34	12		11	38	4		15	37	-1		16	29	-8		10	31	2		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			1	0			1	0				
TOTAL K-12 LCFF Funded	ENR	1,971	1,844			1,964	1,838	-6		1,964	1,842	4		1,952	1,842	0		1,918	1,745	-97		1,937	1,809	64		1,933	1,816
	ADA	1,892	1,661			1,880	1,692			1,876	1,648			1,853	1,676			1,820	1,670			1,828	1,480			1,809	1,611
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	1,844			1,970	1,838	-6		1,973	1,842	4		1,963	1,848	6		1,929	1,751	-97		1,937	1,820	69		1,960	1,827

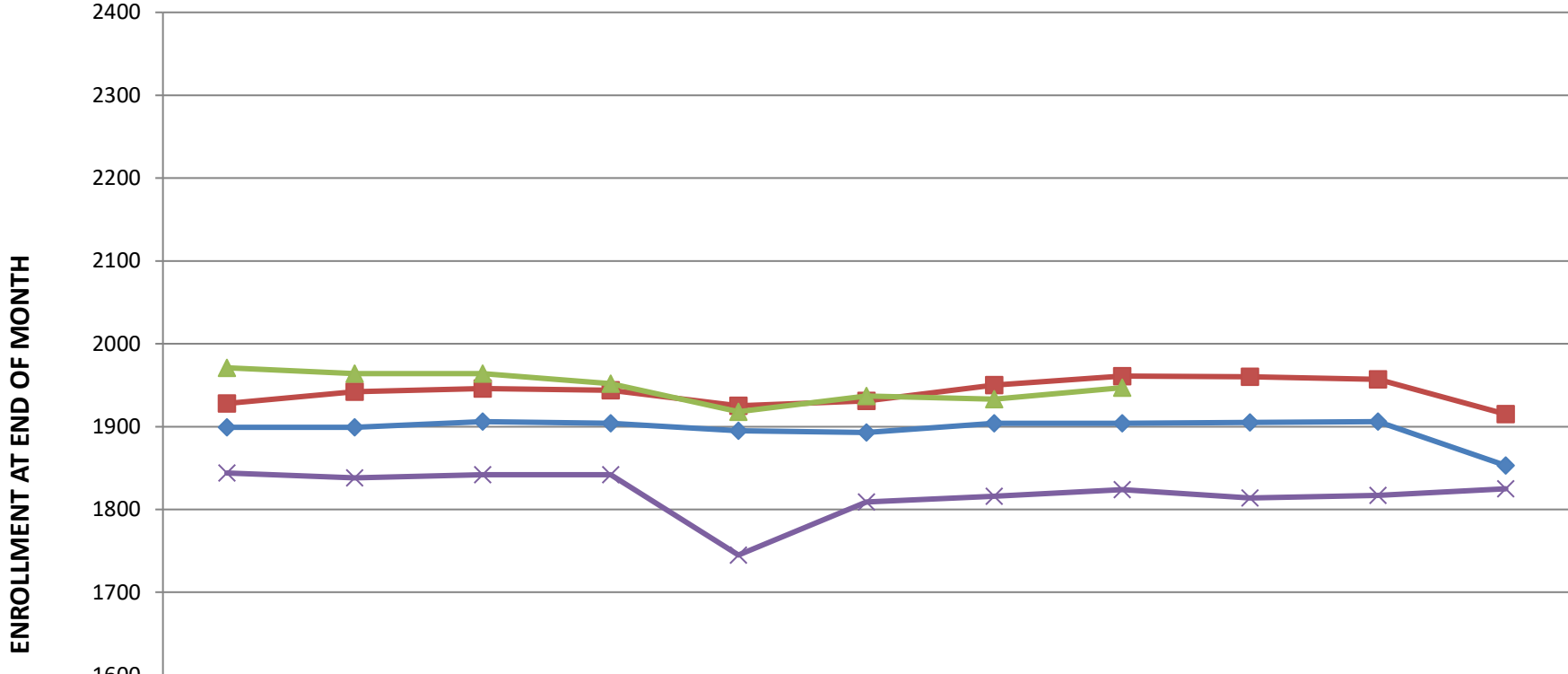
SITE	Incr/Decr From Pr Month	% of ADA	MAR		Incr/Decr From Pr Month	% of ADA	APR		Incr/Decr From Pr Month	% of ADA	MAY		Incr/Decr From Pr Month	% of ADA	JUNE		Incr/Decr From Pr Month	% of ADA
			19-20	21-22			19-20	21-22			19-20	21-22			19-20	21-22		
BATES	ENR ADA	1 89.9%	121 114	89 85	0	95.5%	0 0	87 84	-2	96.6%	0 0	87 84	0	96.6%	0 0	87 83	0	95.4%
CLARKSBURG (7th & 8th Gr)	ENR ADA	-1 92.4%	172 160	145 137	1	94.5%	0 0	144 136	-1	94.4%	0 0	144 135	0	93.8%	0 0	145 133	1	91.7%
ISLETON	ENR ADA	6 91.7%	155 148	156 144	0	92.3%	0 0	156 148	0	94.9%	0 0	156 145	0	92.9%	0 0	156 146	0	93.6%
RIVERVIEW	ENR ADA	-3 85.6%	259 240	185 166	4	89.7%	0 0	180 163	-5	90.6%	0 0	181 170	1	93.9%	0 0	181 157	0	86.7%
WALNUT GROVE	ENR ADA	2 91.3%	175 162	176 162	4	92.0%	0 0	174 157	-2	90.2%	0 0	177 164	3	92.7%	0 0	178 158	1	88.8%
D.H. WHITE	ENR ADA	-1 87.0%	354 326	386 355	2	92.0%	0 0	388 351	2	90.5%	0 0	385 352	-3	91.4%	0 0	389 346	4	88.9%
ELEMENTARY SUB TOTAL	ENR ADA	4	1,236 1,150	1,137 1,049	11		0 0	1,129 1,039	-8		0 0	1,130 1,050	1		0 0	1,136 1,023	6	
CLARKSBURG (9th Grade)	ENR ADA	1 91.0%	93 89	76 73	-2	96.1%	0 0	76 70	0	92.1%	0 0	74 71	-2	95.9%	0 0	76 69	2	90.8%
DELTA HIGH	ENR ADA	-2 90.6%	200 191	202 186	-1	92.1%	0 0	200 189	-2	94.5%	0 0	200 187	0	93.5%	0 0	200 178	0	89.0%
RIO VISTA HIGH	ENR ADA	0 86.8%	396 370	373 342	2	91.7%	0 0	372 337	-1	90.6%	0 0	375 330	3	88.0%	0 0	374 321	-1	85.8%
HIGH SCHOOL SUB TOTAL	ENR ADA	-1	689 650	651 601	-1		0 0	648 596	-3		0 0	649 588	1		0 0	650 568	1	
Mokolumne High (Continuation)	ENR ADA	0	8 4	4 1	1		0 0	1 2	-3		0 0	1 1	0		0 0	2 1	1	
River Delta High/Elem (Alternative)	ENR ADA	4	12 10	32 29	-3		0 0	36 30	4		0 0	37 31	1		0 0	37 30	0	
Community Day	ENR ADA	0	2 1	0 0	0		0 0	0 0	0		0 0	0 0	0		0 0	0 0	0	
TOTAL K-12 LCFF Funded	ENR ADA	7	1,947 1,815	1,824 1,680	8		0 0	1,814 1,667	-10		0 0	1,817 1,670	3		0 0	1,825 1,622	8	
Wind River- Adult Ed	ENR	0	28	11	0		0	14	3		0	14	0		0	14	0	
TOTAL DISTRICT	ENR	7	1,975	1,835	8		0	1,828	-7		0	1,831	3		0	1,839	8	

ACTUAL ATTENDANCE



	1	2	3	4	5	6	7	8	9	10	11
◆ 17/18	1831	1821	1814	1821	1799	1762	1802	1794	1803	1817	1802
■ 18/19	1850	1856	1862	1859	1815	1829	1843	1835	1854	1853	1843
▲ 19/20	1892	1880	1876	1853	1820	1827	1809	1815			
× 21/22	1661	1692	1648	1676	1670	1480	1611	1680	1667	1670	1622

ENROLLMENT



	1	2	3	4	5	6	7	8	9	10	11
◆ 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	1844	1838	1842	1842	1745	1809	1816	1824	1814	1817	1825

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: June 28, 2022

Attachments: X

From: Ken Gaston, Director of MOT

Item Number: 9.2.2

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

SUBJECT:

Monthly MOT Information Report

BACKGROUND:

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

STATUS:

See attached monthly report for the period of June 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
June 28, 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:

- **D. H. White Elementary**
 - Repaired water leak found on the main feeding for irrigation. - \$560
 - Replaced missing ceiling tiles in classrooms 5 and 12. - \$170
 - Shampoo carpet and cleaned classroom 10. - \$120
 - Fixed broken irrigation lines and set up 2 new irrigation timers. - \$850

- **Isleton Elementary School**
 - Replaced fuse on air container unit in classroom P1. - \$ 100
 - Removed two table sectionals, electrical and Cat5 cables in computer lab. - \$160

- **Rio Vista High School**
 - Dropped off trailer for library books loads to dump. - \$ 340

- **Riverview Middle School**
 - Pressure washed outside the gym, patios, and walkways. - \$240

- **Walnut Grove Elementary School**
 - Fixed broken table legs from classroom 10 - \$140
 - Replaced missing light covers in classroom 11. - \$100
 - Sealed around panel under window for waterproofing in classroom 11. -\$120

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 28, 2022

Attachments: X

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 9.3.1.1

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

SUBJECT:

Presentation of the River Delta Unified School District (RDUSD) Expanded Learning Opportunities Program (ELO-P) Plan for the 2022-2023 school year.

BACKGROUND:

“Expanded learning” means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year RDUSD submitted the ELO-P Plan for Bates Elementary, Walnut Grove Elementary, Isleton Elementary and D.H White Elementary school. The plan is considered a living document that is periodically reviewed and adjusted to reflect the needs of the schools and community.

STATUS:

This board briefing is informational in nature. The plan needs to be shared at a regularly scheduled meeting of the board to allow the district to utilize the funds allocated.

PRESENTER: Nicole Latimer, Chief Educational Services Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

Nicole Latimer, Chief Educational Services Officer

COST AND FUNDING SOURCES: N/A

RECOMMENDATION:

That the Board receive the Districts’ Expanded Learning Opportunities Program (ELO-P) Plan.

Time allocated: 3 minutes

EXPANDED LEARNING OPPORTUNITIES PROGRAM (ELO-P) PLAN

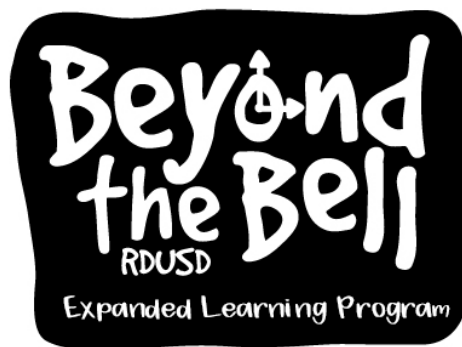
California Department of Education
1430 N Street, Suite 3400
Sacramento, CA 95814-5901
916-319-0923



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

April 2022



WWW.RDUSD.ORG

Local Educational Agency (LEA) Name: River Delta Unified School District

Program Administrator Contact Name: Lucia Becerra

Program Administrator Email: lbecerra@rdusd.org

Program Administrator Phone: 916-997-3197

Expanded Learning Opportunities Program (ELO-P) Sites

1. Bates Elementary School
2. D.H. White Elementary School
3. Isleton Elementary School
4. Walnut Grove Elementary School

All ELO-P program offerings will be located on the school site.

This Expanded Learning Opportunity Program (ELO-P) Plan may be subject to revisions to better align with future CDE updates to program guidelines and requirements.

Target Population Percentage of School Population

Target Population	Bates Elementary	D.H. White Elementary	Isleton Elementary	Walnut Grove Elementary
English Learners	54.5%	17.9%	22.9%	44.7%
Foster Youth	0.0%	0.8%	0.0%	0.0%
Homeless Youth	5%	3.7%	3.9%	9.4%
Migrant Education	44.6%	3.2%	10.5%	34.1%
Students with Disabilities	4%	11.6%	9.8%	10%
Socioeconomically Disadvantaged	90.1%	52.1%	55.6%	84.7%

Purpose

The purpose of the program plan is to create an operational design of an after school program within the framework of the requirements defined in California Education Code (EC) sections 8482 et seq., and to describe program activities which support students' development of Social and Emotional Learning (SEL) skills. Social and Emotional Learning is about helping students develop a range of skills they need for school and life. Social-Emotional skills include the ability to:

- Set and achieve positive goals
- Feel and show empathy for others
- Establish and maintain positive relationships
- Make responsible decisions
- Understand and manage emotions

All of these skills are necessary—both for educators and students—to function well in the classroom, in the community, and in college and careers.

Instructions

Definitions

“Expanded learning” means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not

replicate, learning activities in the regular school day and school year. (EC Section 8482.1[a])

“Expanded learning opportunities” has the same meaning as “expanded learning” as defined in EC Section 8482.1. “Expanded learning opportunities” does not mean an extension of instructional time, but rather, opportunities to engage pupils in enrichment, play, nutrition, and other developmentally appropriate activities. (EC Section 46120[e][1])

The program plan is considered a living document that is periodically reviewed and adjusted to reflect the needs of the community and to provide continuous improvement in the development of an effective after school program. The after school grantee is responsible for creating, reviewing, and updating the program plan every three years (EC Section 8482.3[g][1]). The grantee must work collaboratively with after school partners and staff to develop and review the program plan. If the grantee subcontracts with an outside provider to operate the after school program, the grantee is ultimately responsible for the plan. The grantee should include the subcontractor in the development and review of the plan and provide a copy of the document to the subcontractor. It is recommended that the plan be reviewed annually. The Expanded Learning Division adopted the Quality Standards and introduced requirements for Continuous Quality Improvement (CQI) to help programs to engage in reflection and be intentional about program management practices and activities delivered to students. To create the program plan, provide a narrative description in response to the prompts listed under each Quality Standard section. The grantee may customize and include additional prompts, such as describing SEL activities, to refine your plan. In addition to the narrative response, it may be useful to include tables, charts or other visual representations that contribute to the understanding of the before and after school program.

1-Safe and Supportive Environment:

Describe how the program will provide opportunities for students to experience a safe and supportive environment. Include if the program will be offered on the school site or off-campus. If not on-site, describe where in the community it will be and how students will be supported to get there.

Our highest priority is to provide a safe, welcoming and as well as nurturing environment in which students can learning, and flourish to their potential. The Expanded Learning Opportunity Program (ELO-P) follows the same procedures as the regular school day as closely as possible. We consider the changes in variables that happen with during off hours and limited staff. All The Expanded Learning Opportunity Program (ELO-P) staff members are required to be CPR and First Aid certified. Each staff member always keeps a first aid kit with them.

The Site Coordinator is an active member of the School Site Council, which helps develop the school safety plan. The safety plan includes all Expanded Learning staff members. The program and site coordinator are also a member of the school safety team with the district wide program, Catapult EMS.

Expanded Learning staff members are responsible for knowing all emergency procedures and evacuation routes put in place by the district. The site coordinator meets with staff members to discuss any concerns or modifications that may be needed during program hours. Expanded learning staff members are provided with a two-way radio as a means of communication during program hours. Flashlights and first aid kits are also located in all expanded learning classrooms. Each staff member is to carry a binder with a list of students who are in their group. The staff member writes the time of which any student has departed that day or notes any students who are absent. This method helps to conduct head counts quickly and efficiently in the event of an emergency.

Our school counselor advises our peer mediation program at The Expanded Learning Opportunity Program (ELO-P). She meets with students once a week during the program. Our staff members collaborate with the counselor to help support all students and brainstorms strategies and implement activities based on student's needs.

Each one of our classrooms that we use for our program is equipped with the calm corner/ space. Students who are feeling upset, frustrated, stressed or are in need of a mental break, are free to use these spaces as needed. In the space students have access to a variety of methods to help them regain focus and return to the planned activity.

Family plays a significant role in student's success. Any adults that are involved in student's home life would be their family. These adults can bridge the gap between home, school, and the community. Therefore, ensuring everyone receives information they need about the ELO-P is extremely important. We will practice a variety of methods to get the information they need. This includes Parent Square, newsletters, emails, social media posts, phone calls, flyers.

All information being shared to family such as documents and communications will be translated the language(s) spoken by family.

Academic Support Includes: First Hour: homework help will be provided, tutoring, and learning, encouraging activities.

All ELO-P offerings will be located on the school site.

2-Active and Engaged Learning:

Describe how the program will provide opportunities for students to experience active and engaged learning that either supports or supplements, but does not duplicate, the instructional day.

The Expanded Learning Opportunity Program uses STREAM based activities. Expanded learning staff members create lesson plans to meet each category of STREAM: Science, Technology, Recreation, Engineering, Art, and Math. We strive to make every activity a learning opportunity.

Our program offers one to two clubs a month. Each club is a month long and meets once a week. Students can sign up for clubs as long as it's in the correct age group. Students conclude each club with a student response to help our program improve and plan for future clubs. Clubs that will be featured this year are; Cooking club, art club, Lego quest, photography, engineering, beading club, origami, ukulele, yoga, Zumba, chess and painting. Clubs that are in high demand will be offered several times for different age ranges.

An intermural sports program is available for students in 4th, 5th and 6th grade to participate in. We have four sport seasons and compete against other teams in our district. Students have the opportunity to play flag football, volleyball, basketball and

soccer. The Expanded learning staff, regular day teachers, and community volunteers coach each team. The inter-district sports are very popular with the students and increase program participation, improve school spirit, and involve parents in the Expanded learning program.

Accelerated Reading is an important program used in our District. Reading is incorporated into each academic hour. Students are advised to read within their reading level and only able to participate in sports if they are meeting their reading goal.

The County Libraries are in close vicinity to Bates Elementary, D.H. White Elementary, Walnut Grove Elementary and Isleton Elementary; the librarian communicates with the program staff regularly about upcoming events and works with the site coordinator to include various groups from the expanded learning program. Programs that we have attended have been, Hot Wheel Engineering, Ozobots, Explore and Observe, Hawks, Honkers and Hoots, Paper Airplane Exploring, Dinosaur Fossils.

Students that stay in the expanded learning program have access to three different Chromebook carts as well as, a full computer lab. These technology tools are used for various programs and projects. Students use Google classroom to work on presentations that give them the opportunity to their practice public speaking and leadership skills. Typing games are often used to help students practice the speed and efficiency of their typing.

The Expanded Learning Opportunity Program collaborates three to four times a year with school administration to host a STEM Family night. Expanded learning staff members help facilitate activities that are fun and engaging for students as well as, their parents/ guardians.

3–Skill Building:

Describe how the program will provide opportunities for students to experience skill-building.

Expanded learning staff members plan a variety of activities that help practice skills for overall student success. Students frequently participate in research projects followed by Kahoot challenges. Google slides is also used for student created presentations, where creativity and public speaking are encouraged. Digital Break Out challenges are another fun way for students to use technology and think analytically all while problem solving.

The program brings a wide range of benefits to our students, their families and our communities. The program provides a boost for academic performances, reduce behavior issues, promotes physical health, encourages different artistic areas and structure for children of working parents. According to a national evaluation, 40 percent of the students attending the after school program improve reading and math grades and are more likely to attend school regularly (Naftzger et.al., 2007). In addition, the program is an intervention program that helps working families to ensure students have a safe and supportive environment which can help reduce drug usage and criminal behaviors at a young age and overall reduce student dropout rate.

The Expanded Learning Opportunity Program asks staff members to meet with teachers at least once a month to discuss student needs and areas of focus for specific classes. Staff members complete a teacher communication log to document general topics discussed.

The site coordinator is a member of school site council and attends each planned meeting. During the meetings the council examines the school and districts SBAC scores and makes school wide goals and determines areas of focus. The site coordinator uses this information to find additional materials and activities that can help support the school's goals by providing students with extra support and practice.

4–Youth Voice and Leadership:

Describe how the program will provide opportunities for students to engage in youth voice and leadership.

All students participating in the ELO-P will take a part in the following:

Google classroom is a tool that is used weekly, if not daily, in our program. Students frequently participate using google forms to give our program feedback. The site coordinator reviews the data collected and shares it with staff members and fellow site coordinators in our district.

Leadership academy is another way for students to work on their leadership skills. Our student council members meet once a month during our program to discuss plans for regular day and our expanded learning program. The principal acts as the advisor and works closely with the site coordinator to discuss topics and feedback. Student

reflection forms are completed and collect after each academy. Student council members also decorate the school during our program for several themes throughout the year.

Our program offers one to two clubs a month. Each club is a month long and meets once a week. Students can sign up for clubs as long as it's in the correct age group. On the last day of the club, members will complete a "Club Feedback." Club Feedbacks are used in planning and improvement of the club for the following year as well as an opportunity for students to voice what clubs they would like to participate in. Clubs that will be featured this year are: Cooking club, Art club, Lego quest, photography, engineering, beading club, origami, ukulele, yoga, Zumba, chess and painting. Clubs that are in high demand will be offered several times for different age ranges.

Expanded learning staff "check in" monthly with their typical group. During these check ins, students and staff are to create a list of interests and activities the students would like to participate in.

5–Healthy Choices and Behaviors:

Describe how the program will provide opportunities for students to engage in healthy choices and behaviors. Describe how students will be served nutritious meals and/or snacks during the ELO Program hours of programming.

Expanded Learning staff members are encouraged to lead by example when it comes to healthy choices. We provide students with healthy treats and incentives.

Each year, one of our monthly themes relates to healthy choices and behaviors. During the month we focus a little extra on educating students on types of healthy choices and the importance of them.

Our program was selected to participate in the Taste to Teach program sponsored by Ag in the Classroom. This program has fun and engaging activities that promote healthy choices and encourages students to try new produce as well as learn about the importance of agriculture.

ELO-P serves a meal and a snack each day to all students in the program. We work with our food service to provide students with nutritious meals and snacks for each

student. See Appendix A for a sample menu for the dinner program can be found at the end of this program plan

The following items are examples of what offered to our students for their evening snack. Kids Munchie Mix, Cheez-its, Goldfish, Animal Crackers, Fresh Fruit, Milk and Chocolate Milk.

ELO-P will use positive behavior changes in the Expanded learning program. It is difficult to have a successful program when students are not focused and attentive. Each month site coordinators will send a behavior log to the program coordinator that will include any behavior problems encountered during the month. The program coordinator will analyze the logs and any student who is continually being disruptive will be put on a behavior plan. Behavior plans will include rewards when students demonstrate the desired behavior and actions plans for the student and Expanded learning staff member when a student demonstrates the undesired behavior. Behavior

logs will also be compared throughout the year to evaluate the effectiveness of the behavior plans.

ELO-P uses various types of meditation practices to help students be mindful about their choices and focus on activities. Expanded learning staff members use several meditation scripts, videos, and programs such as the Calm App and Headspace.

6–Diversity, Access, and Equity:

Describe how the program is designed to address cultural and linguistic diversity and provide opportunities for all students to experience diversity, access, and equity.

The Expanded Learning Opportunity Program works hard to keep communication with parents, students, Expanded learning staff and regular day open. We use Parent Square as a way to communicate with parents, this has an easy translate tool and is used by regular day staff as well. All of the material sent home to parents is in English and Spanish. We also have several bilingual staff members that are available to translate as needed.

Each year we have at least one monthly theme dedicated to focus on heritage and culture. During this month, we plan activities that will help celebrate and educate

students on their own culture and the cultures of others. This is a time where students are encouraged to learn more about the people around us and celebrate our diversity and the unique community, we all create. Expanded learning staff members plan art activities and provide students with art supplies that are a variety of skin tones. Supplies such as construction paper, paint, crayons, markers, and color pencils are available. Students participate in research projects and presentations, an example of one of the projects that is focused on can be found in Appendix B. Expanded learning staff members bring in different types of foods from a variety of cultures for students to have the opportunity to taste.

ELO-P staff regularly collaborate with families and school staff to better meet the needs of the youth. ELO-P is committed to working with the schools we serve to identify and recruit a diverse student population for our program. We market the program by working with the school staff to reach a broad student population, particularly those students most in need of services. ELO-P staff works together with school day staff to identify youth ELA needs and strategies that support school day.

The site coordinator is invited to attend most SST and IEP meetings to gain information that can be used to help ensure students are successful in our program.

Describe how the ELO program will provide access and opportunity for students with disabilities.

All RDUSD students are welcome in the Expanded Learning program. The Expanded Learning Program Site Coordinator will partner with the Special Education Department and teachers on-site. The needs of the students as written in the students' Individual Education Plans (IEPs) will be met, including but not limited to adapted activities and schedules to promote the participation of all students.

7-Quality Staff:

Describe how the program will provide opportunities for students to engage with quality staff.

RDUSD's minimum requirements for an instructional aide are high school diploma or equivalent; Must pass district administered Proficiency test; Effective methods of controlling student behavior; Basic English; Basic first aid and CPR. The requirements for Expanded learning staff are the same.

Expanded learning staff and Site Coordinators are recruited through our district's personnel department. All openings are posted throughout the district, in the local newspaper and on the Edjoin website for a minimum of 5 days. Because all Expanded learning staff is hired through the district personnel office, the district's personnel director ensures that all staff meets the minimum requirements.

Expanded learning staff members are retained through quality training and the support of their supervisors. All ELO-P staff is trained throughout the year on behavior management, effective teaching techniques, curriculum, and technology. Additional training opportunities through Sacramento County Office of Education are available for staff interested in further professional development. Three districtwide professional development (CQI) workshops are provided by district coordinator and site coordinators. CQI workshops are in August, October, March. The district program coordinator determines professional development activities with input from the site coordinator, staff, classroom teachers, parents, and principals. Areas in which there is a need for improvement are identified and analyzed throughout the district. An appropriate training is then researched and presented. Trainings and workshops are offered at the site level, district level, county/region level and on-line. We also include Expanded learning staff members in curriculum and technology trainings that are offered to the regular day teachers.

Each Expanded learning staff member meets formally and informally 2-3 times a month with their site coordinator and the district coordinator. The district coordinator and site coordinators also provide written feedback with the use of "Walk Throughs" on activities and classroom management at least once a month to Expanded learning staff regarding their job performance.

Because we support our Expanded learning staff and value each staff member, we have created "Leader Bucks" as a fun way for our staff members to be recognized for an outstanding job. Administration, regular day staff, and all of our program staff are encouraged to participate. Leader Bucks are collected monthly, at random a staff member is selected to receive a special recognition.

We have continuous communication with regular day teachers and staff to make sure that our program aligns with the regular school day as much as possible. The activities that we plan, tend to correlate with what is currently happening in the classroom. By keeping open communication policy with teachers, we are able to adjust our schedule as needed to reach the needs of our students. We also communicate with the principal to ensure that the overall needs of the entire school are being met by the program.

8–Clear Vision, Mission, and Purpose:

Describe the program’s clear vision, mission, and purpose. Describe how the needs of the community, students, parents, and school were identified (i.e., assessment scores, number of students performing academically below grade level, school and community safety data, attendance and truancy rates, and juvenile crime rates, etc.), the resources available, and how those needs will be addressed.

The Expanded Learning Opportunity Program is a program that serves three different sites in the River Delta Unified School District. Our district is located along the Sacramento River and is made up of small, rural, agriculture communities.

Opportunities for recreation, entertainment and academic support are sparse. Many of our families are migrant farm workers and work very long hours far from home and school. We consulted with RDUSD district personnel, city council members, public libraries, local law enforcement. As a result, ELO-P programs provide a place for students to learn, socialize, participate in sports, and join clubs and activities in a supportive and safe environment.

Describe three to five program goals developed from the results of the needs assessment and how will data be collected to evaluate whether program goals are being met.

To ensure that all resources are optimized by the district to meet the needs of students, parents, and the community, program goals will align the district’s priorities.

- Teaching and Learning
- Stakeholder communication and engagement
- Safety and Wellness

Describe how the program has engaged or will engage educational

Based on these identified needs the goals of River Delta’s ELO-P are:

1. Provide a safe environment where students can improve social emotional and communication skills, learn, and play outside of school

2. Increase students learning to develop skills and Leadership skills by engaging in the enrichment development process.
3. Increase student's physical fitness through structured recreation activities and increased outdoor play
4. Provide educational and social support for migrant families through homework assistance and increased communication between school staff and parents
- 5.

ELO-P asks staff members to meet with teachers at least once a month to discuss student needs and areas of focus for specific classes. Staff members complete a teacher communication log to document general topics discussed. Each ELO-P staff member is provided with a district email, staff members check their emails daily.

9–Collaborative Partnerships:

Describe the program's collaborative partnerships. Local educational agencies are encouraged to collaborate with non-LEA entities to administer and implement ELO programs.

Because most of RDUSD's schools are in rural, small communities, there are limited opportunities for partnerships. However, the collaboration that is in place throughout the district and each small community is very strong. The program has the full support of the Board of Trustees, active involvement of the district office personnel, as well as the support of the school staff. The district offers fiscal and personnel administration and support, use of facilities, insurance, and cooperative support from the site staff. On a regular basis, the Program Coordinator meets with the principals and classroom teachers at each school site to review the progress of the program.

ELO-P also works closely with the Parent–Teacher Associations/Clubs (PTA/PTC) as well as the English Language Advisory Committees (ELAC) at each site. At each site Expanded learning staff members serve on these committees and we are continually looking for ways to work together collaboratively to improve the overall school experience for our students.

Expanded learning staff members meet with teachers at least once a month to discuss student needs and areas of focus for specific classes as well as successes. Staff members complete a teacher communication log to document general topics discussed.

The site coordinator meets formally with the school principal at least once a month as well as several informal meetings.

The site coordinator attends monthly teacher staff meetings, teachers are updated and given the opportunity to discuss any feedback or concerns at this time.

The County Library is in close vicinity to Bates Elementary, D.H. White Elementary, Isleton Elementary and Walnut Grove Elementary schools, the librarian communicates with the program staff regularly about upcoming events and works with the site coordinator to include various groups from the expanded learning program. Program that we have attended have been, Hot Wheel Engineering, Ozobots, Explore and Observe, Hawks, Honkers and Hoots, Paper Airplane Exploring, Dinosaur Fossils.

Each site has partnered with Agriculture in the Classroom. Ag in the Classroom has provided the programs with the “Taste to Teach” curriculum and a gift card to make purchases that correlate with the provided lessons.

The program coordinator is the primary person responsible for the evaluation of the program’s effectiveness. The program coordinator will conduct collaborative meetings annually to evaluate the program’s effectiveness. The collaborative meetings will include site coordinators, staff members, the principal, teachers, parents, and community members for each site. The program coordinator will also meet weekly with site coordinators, staff, and principals at each site, as well as the district’s business office to ensure that the program is running well and meeting all of the ELO-P criteria

- *River Delta District Administrators*
- *River Delta School Site Principals*
- *River Delta Director of Expanded Learning*
- *River Delta Expanded Learning Program Coordinator*
- *River Delta Site Coordinator*

10–Continuous Quality Improvement:

Describe the program’s Continuous Quality Improvement plan.

Student surveys have established that through homework support, academic skills building activities and enrichment opportunities, we are promoting academic engagement and skill confidence of all students.

Our assessment data shows that student participants benefit greatly from homework support, as most of our families work late and have little time to complete homework when they get home. Our homework support component provides an environment where students get assistance with homework and build study skills. When students complete their homework, they may engage in provided skill building activities or practice peer-to-peer assistance.

CQI Action Item	When	Who
Data Review	August	All Stakeholders
Surveys	September	All Stakeholders
Walk Throughs (Documented)	On going	Director, Program, and Site Coordinator, RDUSD Leadership Team
Self-Assessment using the Quality Standards and California Afterschool Program Quality Self-Assessment Tool (QSA)	October	Site Coordinator, Program Staff and School Day Staff
Pre-observation	October	Program Coordinator, Site Coordinator, and Program Staff
Quality Improvement Action Plans	Monthly meetings to go over Action Plans implementation	Program Coordinator and Site Coordinator
Formal Site Visit using the Quality	January	Program Coordinator

Standards and California Afterschool Program Quality Self-Assessment Tool (QSA)		/Director
Program Planning Tool Process	March	Site Coordinator, Program Coordinator, RDUSD Leadership Team
Observation	February	Program Coordinator, Site Coordinator, and Program Staff
Surveys	April	All Stakeholders
Evaluation	May	Program Coordinator, Site Coordinator, and Program Staff

11–Program Management:

The funding provides additional academic and social support to promote responsible and productive citizens. We strive to promote high expectations for all students and to provide a safe learning environment where students receive additional academic, enrichment and social support. ELO-P staff works side by side with the general education teachers, support staff and administration to ensure all students meet the academic standards. In addition, the school counselor provides student trainings on conflict management and peer mediation to address social emotional needs of our students. Some of the enrichment activities we implement are the sports, art classes, STEM Nights, student clubs, implementation of AVID, Leadership Academies etc.

Our program focuses on the student as a whole by providing multiple of opportunities for growth.

The ELO-P consists of three basic components: homework/tutoring, recreation, and enrichment. Our homework hour is usually the first hour of the program. Students are grouped into grade level groups of similar grade level groups (2nd/3rd grade together).

The homework component is staffed by our Expanded learning staff with a typical ratio of 20:1 student to one staff member. At most sites, classroom teachers also work with students during this first hour. Teachers work with students to complete their homework, but also support student learning by tutoring students in reading, writing and math. The extra support helps the students succeed during the regular school day.

Our homework hour is staffed by after school staff and classroom teachers. During the homework hour students can complete unfinished homework and receive homework assistance from staff and teachers.

After School Program Staff consists of:

The Program Director, Program Coordinator, Site Coordinator, and an Expanded learning group leader for each grade level.

The Program Director is responsible for all aspects of after school programming at the district level. The Program Director, supervises and supports the Program Coordinator, who then supervises the Site Coordinator and guides staff professional development, with a span of control that ensures high-quality supervision.

Program Coordinator at ELO-P is responsible for all aspects of after school programming and is the primary point of contact. Program Coordinator: provide on-site coaching, observations, feedback, staff development plans and resources for the students. Program Coordinator ensures there is an alignment between the Expanded learning program and the school day programming, Program Coordinator work closely with principals to recruit, hire, orient, and supervise after school Site Coordinators.

The Site Coordinators are responsible for day-to-day management and supervision of the Expanded learning program. Our Site Coordinator is on site between 26.75 to 29.25 hours a week and is the primary point of contact for their school's after school program. Expanded learning staff report to the Site Coordinator.

Expanded learning staff are supervised by the site coordinator and receive regular constructive observation feedback. Site coordinators meet regularly as well as, hold monthly formal meetings with their site staff to plan, discuss, evaluate program quality, and problem solve as a team.

Program Director and Program Coordinators meet monthly to share district information, initiatives, and agency's goals and evaluate program quality.

Program Coordinators and Site Coordinators meet monthly to share information, initiatives, and agency's goals evaluate program quality.

Our Program Plan will be reviewed annually in our collaborative meetings that include the program coordinator, site coordinators, staff members, principals, teachers, parents and community members from each site. The River Delta USD administrators including the Superintendent, Chief Financial Officer, business office support staff, and the program coordinator will also review the program plan at the end of the year.

Fiscal accounting is completed by the Business Office at River Delta USD in conjunction with the program coordinator. Quarterly expenditure reports are submitted to the California Department of Education office by the business department

Attendance is recorded at each site daily. Staff members take roll at the beginning of each program. Attendance is then entered onto Aeries system bubble sheets and scanned biweekly by Aeries appointee. There is also a sign out sheet placed at the entrance to the programs for parents to sign out. Sign out sheets include students name, parent signature, time the child was picked up and the reason the child was picked up early, if applicable.

Our program is open until 6 o'clock every day. A student may be released early from the after school program prior to the end of the program time based on the following conditions.

- A. Parent Choice
- B. Bussing schedule
- C. Attending another program (outside sports, activities, catechism, etc.)
- D. Family Emergencies (such as death in the family, catastrophic incidents, etc.).
- E. Medical appointments
- F. Child Illness or accidents that occur during program time (program staff should call parent or guardian)
- G. Weather conditions, especially if the child walks home

H. Other conditions especially on safety as prescribed by the school

General Questions

Existing After School Education and Safety (ASES) and 21st Community Learning Centers (21st CCLC) Elementary and Middle School grantees. ASES, 21st CCLC Elementary/Middle School, and the ELO Program should be considered a single, comprehensive program. In coordinating all these funding streams to move towards a single program, the expectation is that the most stringent requirements will be adopted for program guidance. If one or both grants are held, please describe how the ELO program funding will be used to create one comprehensive and universal Expanded Learning Program.

In RDUSD, Bates Elementary, Isleton Elementary, and Walnut Grove Elementary have the After School Education and Safety (ASES) Program. As we expand the opportunity to all students in RDUSD, we are committed to providing a highly engaging and safe program at all schools within the district. We are fortunate to have experience with successful programs that model expand programming. Consistent program expectations across the district are essential to equal and equitable access.

Our priority is to serve our unduplicated students, followed by the remaining students who need after-school programs. At current ASES programs in the district, the ELO-P Funding will provide access to students who were previously did not have an after school program their school site. In addition to providing after school programs at all elementary K-6 schools. Before school care will be provided at all elementary school sites. Currently due to AB86 one time funding, before school care is being offered at three of the elementary schools in 2021-22 school year. The goal is to provide a comprehensive program to continue these services at all elementary schools and expand offering to all students in need of before school care. The goal is that all schools open at 7:00 a.m. to support families in need of care in the mornings for all instructional days at all four elementary school sites.

In conjunction with, the Expanded Learning Quality Standards will continue to guide professional development for all staff, processes for continuous quality improvement in programs and staff program implementation. All staff both in ASES and ELO-P will receive the same training, support, and evaluation to ensure quality control and standardization across programs so that youth receiving programs and activities will have the same information and access. Standardization in schedules, registrations, orientation, as well as parental/guardian requirements across all programs, is equally important as staff training and program implementation.

Transitional Kindergarten and Kindergarten

Programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1. (EC Section 46120[b][2][D]). Please address the proposed schedule and plan for recruiting and preparing staff to work in the program, including supporting them to understand how to work with younger children. How will the lower pupil-to-staff ratio be maintained? How will the curriculum and program be developmentally-informed to address this younger age group?

Current before and after school programs have served transitional kindergarten and kindergarten students at a 20:1 ratio. All schools run an All-day Kindergarten schedule. Expanded Learning program will provide access to students before, during, and, after school in alignment with the 9-hour expectation and the ratio of 10 students to 1 staff member. ELO-P plans to include, however not limited to curriculum created for our TK/K program will reflect early childhood education and will include literacy enrichment and educational enrichment activities. STREAM and LitArt curriculum will be provided as education enrichment activities that adapt to early childhood education.

TK and Kinder staff members must meet the minimum qualifications, hiring requirements, and procedures for an instructional aide working within the school district. In addition, all staff will be required to have a minimum of 12 units in early childhood development and have been First Aid and CPR certified.

Sample Program Schedule

Please submit a sample program schedule that describes how the ELO-P or other fund sources, including the California State Preschool Program for children enrolled in transitional kindergarten or kindergarten, will be combined with the instructional day to create a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports). Also, submit a sample schedule for a minimum nine-hour summer or Intersession day.

We are excited to offer Expanded Learning Opportunities for all students in TK-K in RDUSD. We are looking forward to providing daily support to TK-K families that request placement in our ELO Programs.

All our TK-K classrooms follow a daily after school schedule. At each site, our site coordinators create a schedule that works for their room and age group. See sample below

Daily School (Instructional Day) SAMPLE	
TIME	Description
7:00 AM-8:15 AM	Before School Care <ul style="list-style-type: none"> • Breakfast served • Homework help • Enrichment
8:15 AM-3:00 PM	Regular School Hours
3:00 PM-3:20 PM	Check in, Supper, transition to homework rooms
3:20 PM-4:20 PM	Homework Assistance, Tutoring, Intervention
4:20 PM-5:20 PM	STREAM or Outdoor recreation activities or sports Enrichment Activities
5:20 PM-5:30 PM	Afternoon Snack
5:30 PM-6:00 PM	Enrichment Activities/ STREAM Crafts/Projects/Clubs

Below are additional legal requirements for the ELO-P. Please ensure your Program Plan meets all of these legal requirements:

EC Section 46120(b)(2):

[LEAs] operating expanded learning opportunities programs may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple school

sites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on the following;

(2) [LEAs] operating expanded learning opportunity programs pursuant to this section may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple school sites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on all of the following:

(A) The department's guidance.

(B) Section 8482.6.

(C) Paragraphs (1) to (9), inclusive, and paragraph (12) of subdivision (c) of Section 8483.3.

(D) Section 8483.4, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

EC Section 46120(b)(1)(A):

On schooldays, as described in Section 46100 and Sections 46110 to 46119, inclusive, and days on which school is taught for the purpose of meeting the 175-instructional-day offering as described in Section 11960 of Title 5 of the California Code of Regulations, in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, are no less than nine hours of combined instructional time and expanded learning opportunities per instructional day.

EC Section 46120(b)(1)(B):

For at least 30 non schooldays, during intersessional periods, no less than nine hours of in-person expanded learning opportunities per day.

EC Section 46120(b)(3):

[LEAs] shall prioritize services provided pursuant to this section at school sites in the lowest income communities, as determined by prior year percentages of pupils eligible for free and reduced-price meals, while maximizing the number of schools and neighborhoods with expanded learning opportunities programs across their attendance area.

EC Section 46120(b)(4):

[LEAs] may serve all pupils, including elementary, middle, and secondary school pupils, in expanded learning opportunity programs provided pursuant to this section.

EC Section 46120(b)(6):

[LEAs] are encouraged to collaborate with community-based organizations and childcare providers, especially those participating in state or federally subsidized childcare programs, to maximize the number of expanded learning opportunities programs offered across their attendance areas.

EC Section 46120(c):

A [LEA] shall be subject to the audit conducted pursuant to Section 41020 to determine compliance with subdivision (b).

EC Section 8482.3(d):

[LEAs] shall agree that snacks made available through a program shall conform to the nutrition standards in Article 2.5 (commencing with Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2.

[LEAs] shall agree that meals made available through a program shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (42 United States Code [U.S.C.] Section 1766).

EC Section 8482.6:

Every pupil attending a school operating a program . . . is eligible to participate in the program, subject to program capacity. A program established . . . may charge family fees. Programs that charge family fees shall waive the cost of these fees for pupils who are eligible for free or reduced-price meals, for a child that is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11434a), or for a child who the program knows is in foster care. A program that charges family fees shall schedule fees on a sliding scale that considers family income and ability to pay.

EC sections 8483.4 and 46120(b)(2)(D):

The administrator of every program established pursuant to this article shall establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district. Selection of the program site supervisors shall be subject to the approval of the school site principal. The administrator shall also ensure that the program maintains a pupil-to-staff member ratio of no more than 20 to 1. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

EC Section 8482.3(c)(1)(A–B):

Each component of a program established pursuant to this article shall consist of the following two elements:

(A) An educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.

(B) An educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities.

Appendix A
5-Healthy Choices and Behaviors:



River Delta School District
Bates & Walnut Grove Supper Menu
APRIL 2022

Meals are free of charge to ALL students
 this school year!

Supper Menu

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
				1 Yogurt Cup w/ WG Granola Bar & String Cheese Baby Carrots Raisins Choice of 1% White Milk or FF Chocolate
4 WG Cinnamon Chex Cereal w/ Seeds and String Cheese Baby Carrots Apple Choice of 1% White Milk or FF Chocolate	5 WG Chicken Tenders Baby Carrots Fresh Orange Choice of 1% White Milk or FF Chocolate	6 Turkey Ham & Cheese Sandwich on WG Bread Baby Carrots Banana Choice of 1% White Milk or FF Chocolate	7 WG Frosted Mini Wheats Cereal w/ Seeds & String Cheese Baby Carrots Apple Choice of 1% White Milk or FF Chocolate	8 WG Muffin w/ Sunflower Seeds & String Cheese Baby Carrots Raisins Choice of 1% White Milk or FF Chocolate
11	12	13	14	15

Spring Break!
No School!

18 Spring Break! No School!	19 WG Chicken Tenders Baby Carrots Fresh Orange Choice of 1% White Milk or FF Chocolate	20 Roasted Turkey & Cheese Sandwich on WG Bread Baby Carrots Banana Choice of 1% White Milk or FF Chocolate	21 WG Frosted Mini Wheats Cereal w/ Seeds & String Cheese Baby Carrots Apple Choice of 1% White Milk or FF Chocolate	22 WG Muffin w/ Sunflower Seeds & String Cheese Baby Carrots Raisins Choice of 1% White Milk or FF Chocolate
25 WG Cinnamon Chex Cereal w/ Seeds and String Cheese Baby Carrots Apple Choice of 1% White Milk or FF Chocolate	26 WG Bean & Cheese Burrito Baby Carrots Orange Choice of 1% White Milk or FF Chocolate	27 WG Chips w/ Cheese & Turkey Ham Baby Carrots Banana Choice of 1% White Milk or FF Chocolate	28 Mozzarella Filled Breadsticks Baby Carrots Apple Choice of 1% White Milk or FF Chocolate	29 Yogurt Cup w/ WG Granola Bar & String Cheese Baby Carrots Raisins Choice of 1% White Milk or FF Chocolate

Snack Menu

WG Cheez-Its 6 oz Juice	WG Animal Crackers 1% White Milk or FF Chocolate	WG Chocolate Grahams 6 oz Juice	WG Cereal Bar 1% White Milk or FF Chocolate	WG Chips 6 oz Juice
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Due to supply chain issues, menus are subject to change.

This institution is an equal opportunity provider.

Holidays Around the World

1. Pick a Country- Pick a country that begins with the first letter of your first name...Can't think of one? Google it or collaborate with a neighbor.
2. Enter your country on the master list. Note: A country may only be chosen by two different people. If your country has already been selected by a classmate, you must pick another :-)
3. Create a google slide short presentation about how that country celebrates a Holiday. Hint: Christmas may not be celebrated in all countries. If your country does not celebrate Christmas, what is their most famous holiday?
4. Be ready to give a 5-8-minute presentation about your country and all you learned.

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: June 28, 2022

Attachments: X

From: Kendall Murphy, RDUTA Lead Negotiator

Item Number: 9.6

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

SUBJECT:

River Delta Unified Teachers Association (RDUTA) Presentation

BACKGROUND:

A request was made by the RDUTA Lead Negotiator, Kendall Murphy, to include a CTA/RDUTA-prepared presentation on the June 28, 2022 Board Agenda.

STATUS: The River Delta Teachers Association (RDUTA) will present the information included in the submitted presentation to the Board of Trustees.

PRESENTER:

Kendall Murphy, RDUTA Lead Negotiator

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES: NA

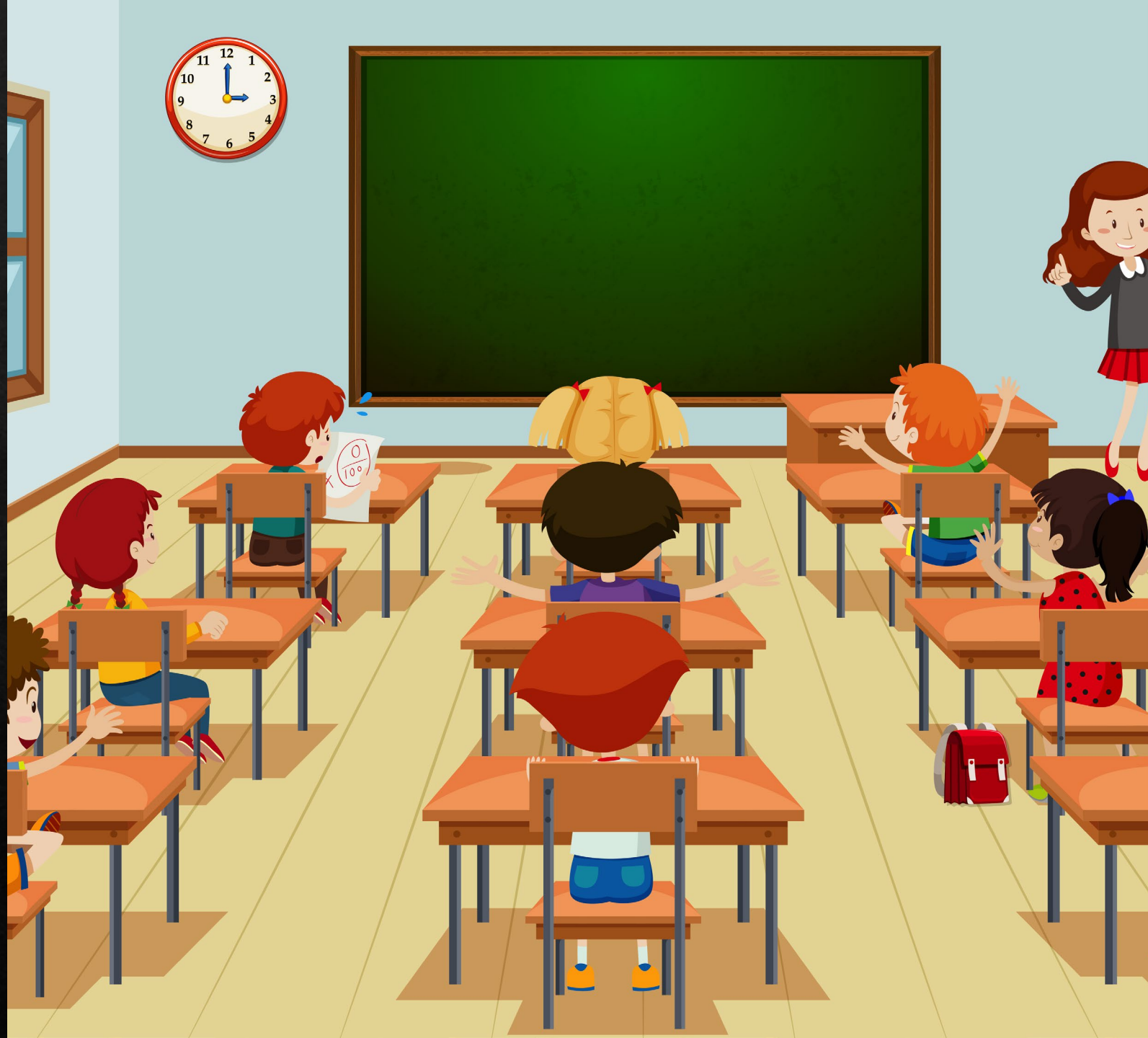
RECOMMENDATION:

That the Board receives the information as presented

Time allocated: 5 minutes

River Delta Unified Teachers Association

Our Financial Story





WHAT IS RDUSD'S LCAP GOAL #1?

Goal 1 Improve and support student learning to close achievement gaps and ensure all students who graduate are college and career ready

WHAT IS RDUSD'S PLANNED ACTION TO ACHIEVE LCAP GOAL #1?

In order to improve student learning, close achievement gaps, and ensure students graduate college and career ready, RDUSD will provide certificated salaries and benefits to attract teachers who are highly qualified to provide exemplary services to all students, including unduplicated counts.



Governor's 2021 May Revision Invests in the Educator Workforce to "...encourage educator retention..." as a result of the Statewide Teacher Shortage Crisis



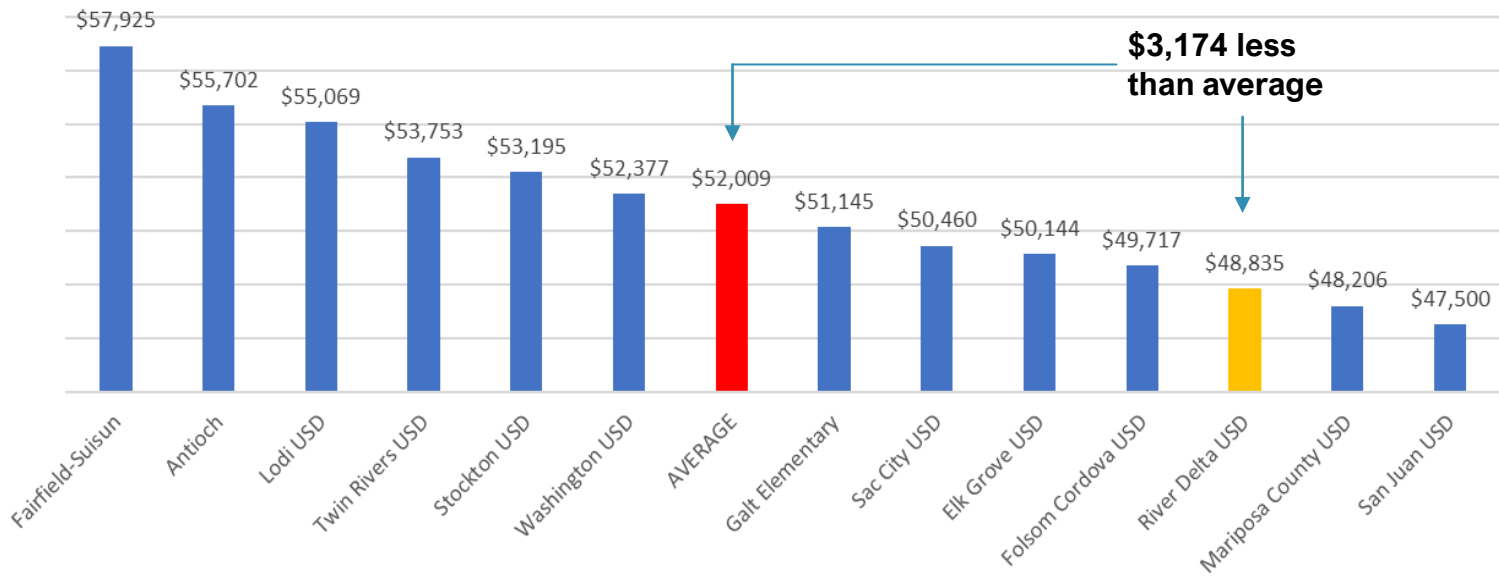
Educator Workforce

Governor Newsom's May Revision proposes to invest in the educator workforce by providing \$3.3 billion in a multiyear package to support initiatives that build the teacher pipeline, encourage educator retention, and provide professional training in key areas for administrative, credentialed, and classified staff. This includes an appropriation of \$550 million to boost teacher preparation through teacher residency programs, \$100 million for the classified credentialing programs, and \$500 million for the Golden State Preparation program. In addition, a \$111.1 million one-time Proposition 98 and General Fund allocation is earmarked to support the Pre-K-12 Educational Employment Program, which encourages pathways to the teaching profession, \$20 million for credential fee waivers in 2021-22 for new teachers, and \$15 million to assist teachers in completing coursework required for state certification in computer science.

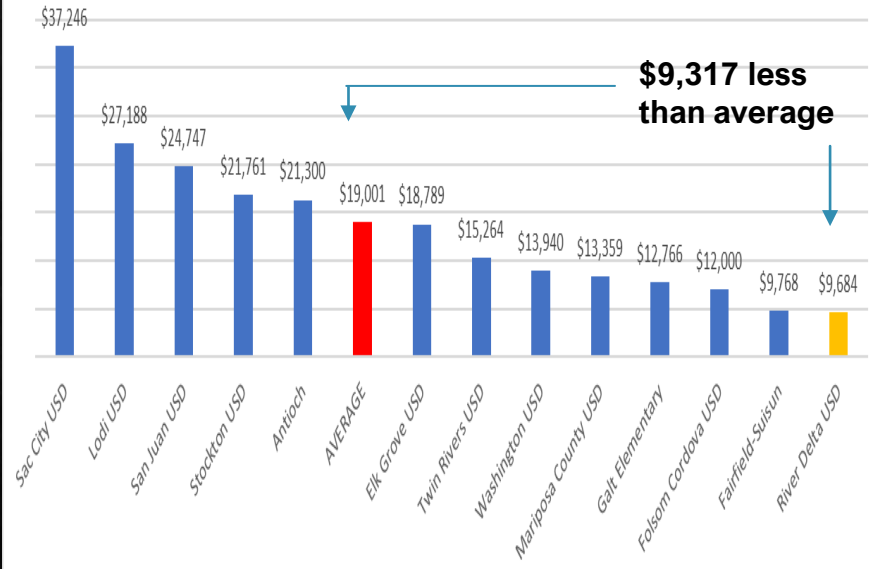


WILL NEW EDUCATORS CHOOSE RDUSD?

BA+30 STEP 1

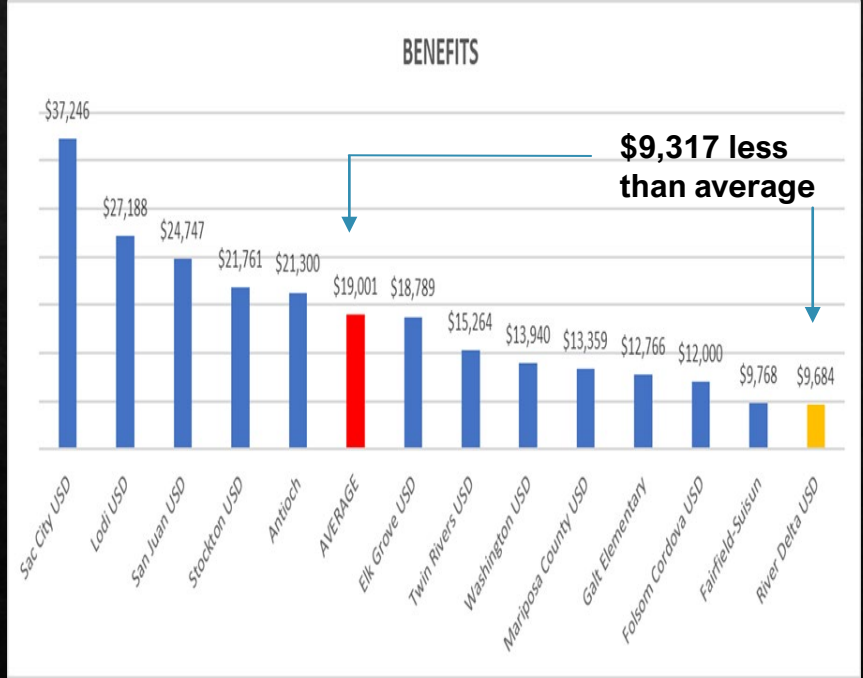
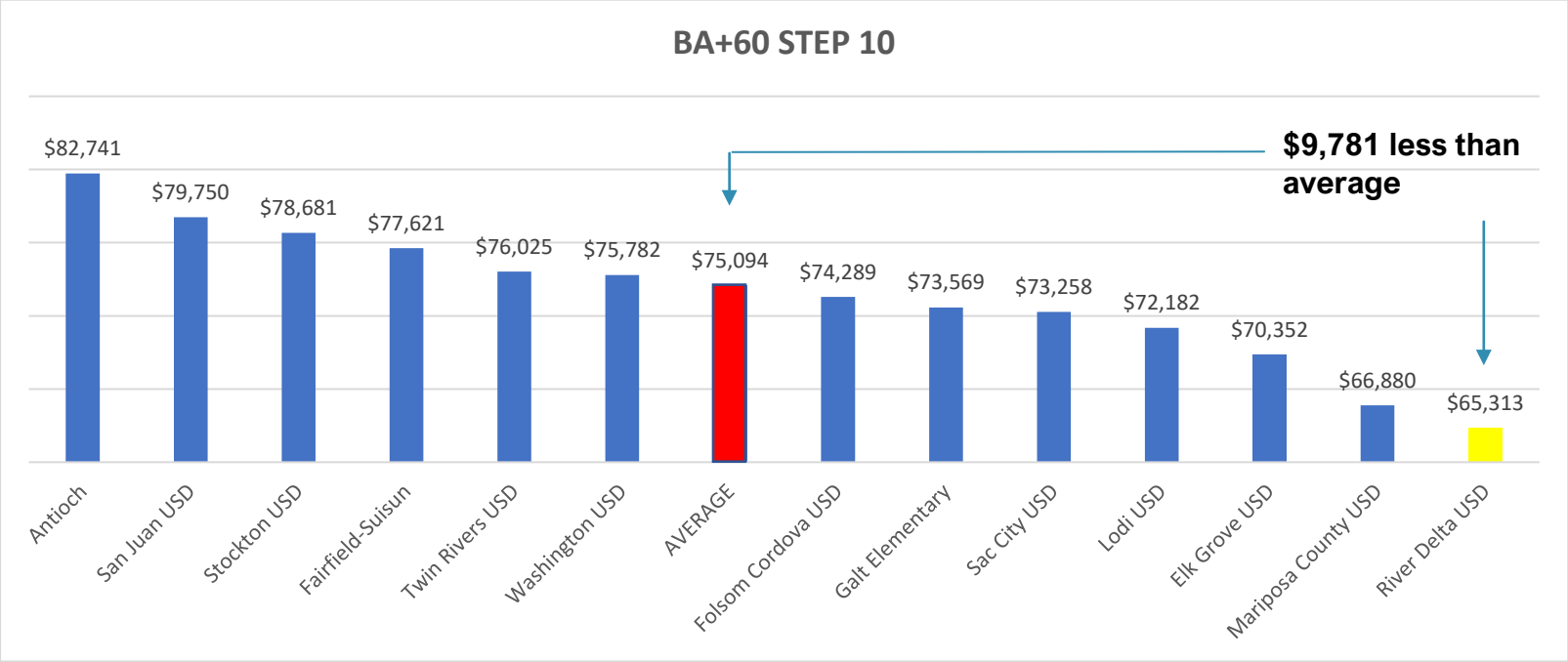


BENEFITS





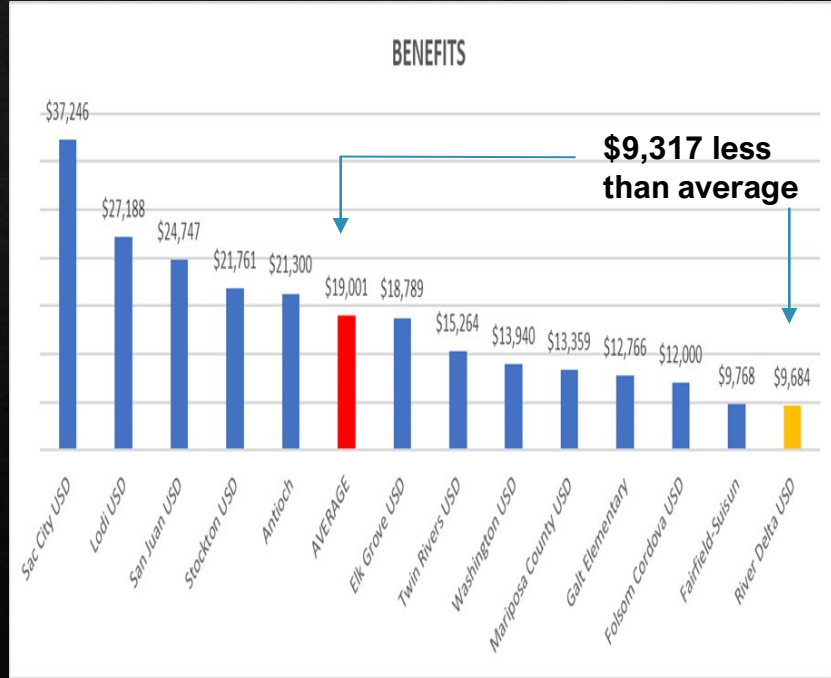
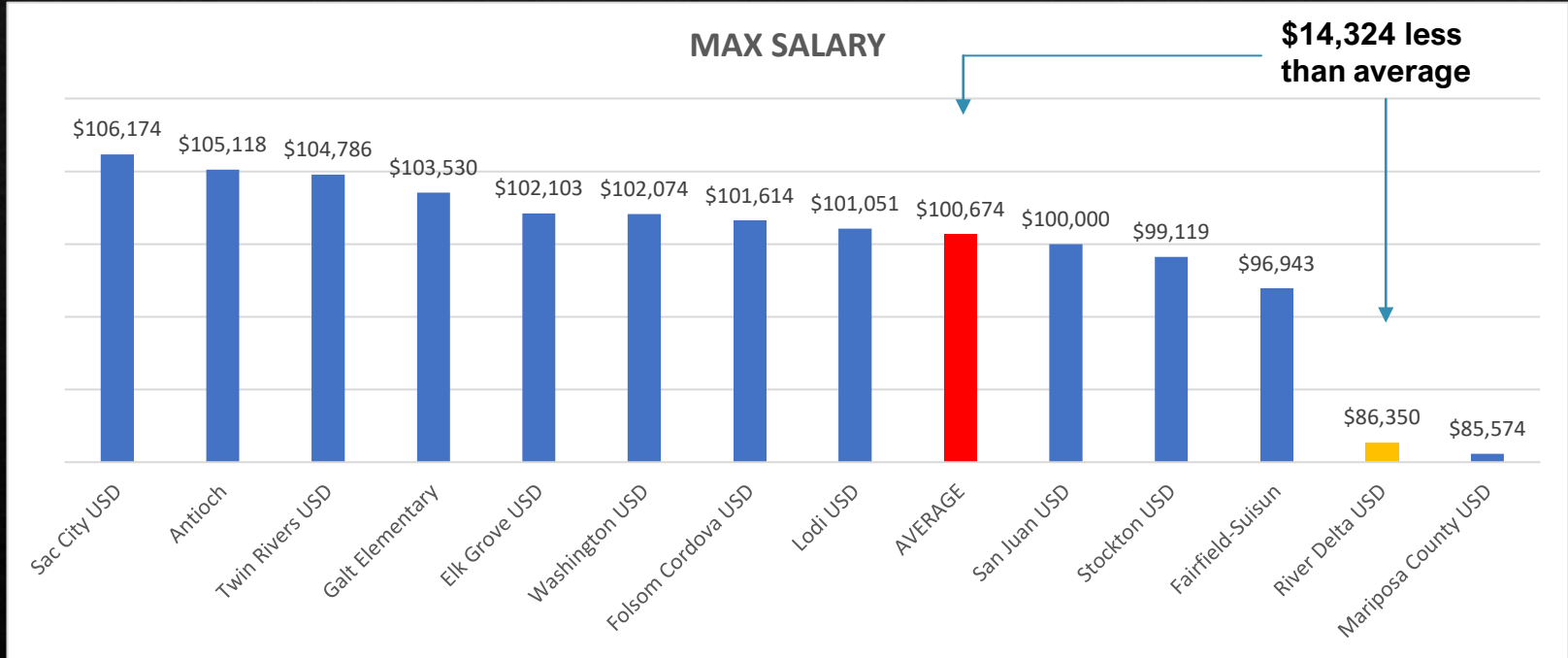
WILL EDUCATORS CHOOSE TO STAY WITH RDUSD?



Source: Districts 2021-22 Salary Schedules and Benefits

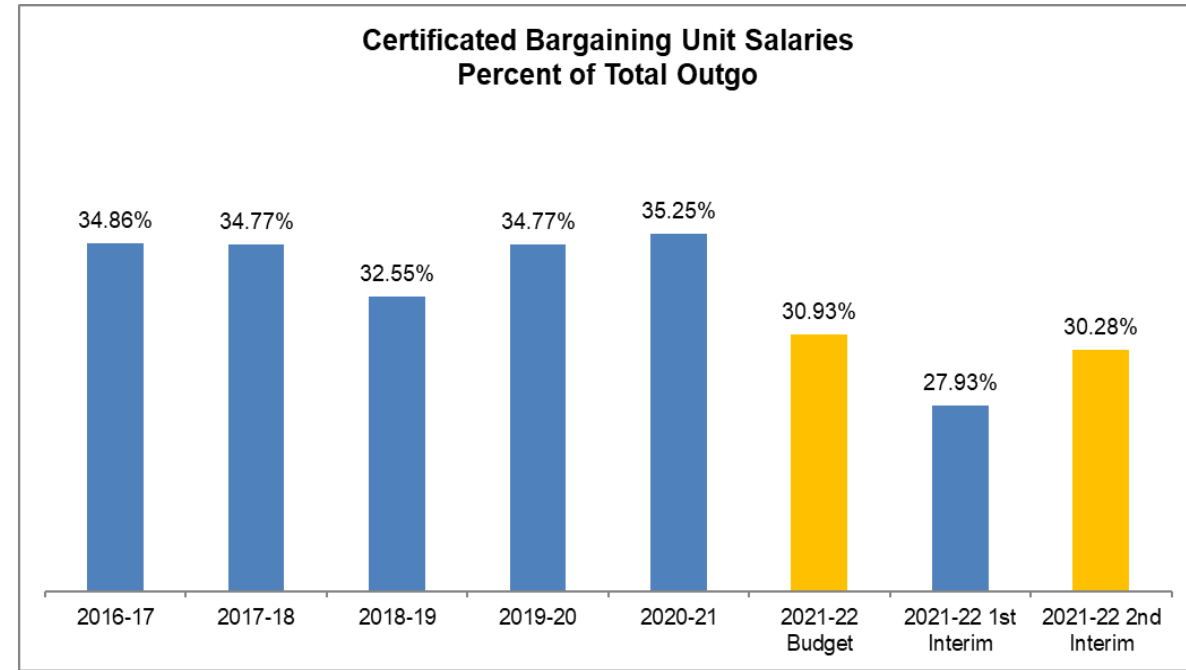
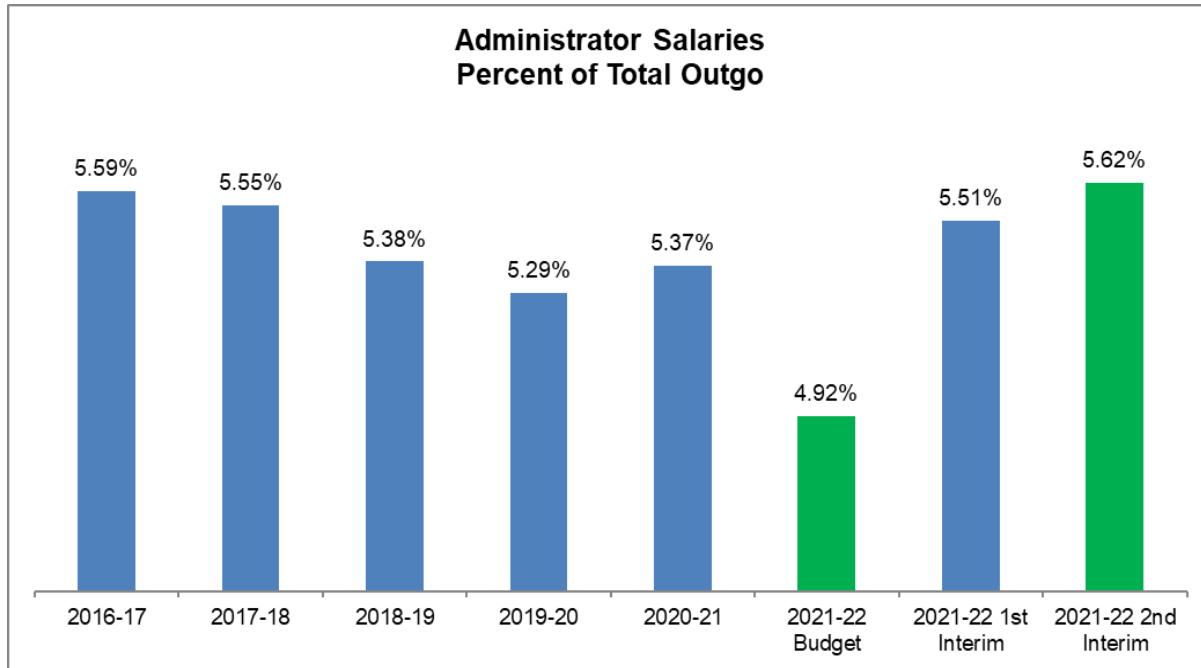


WILL EDUCATORS REGRET STAYING WITH RDUSD?



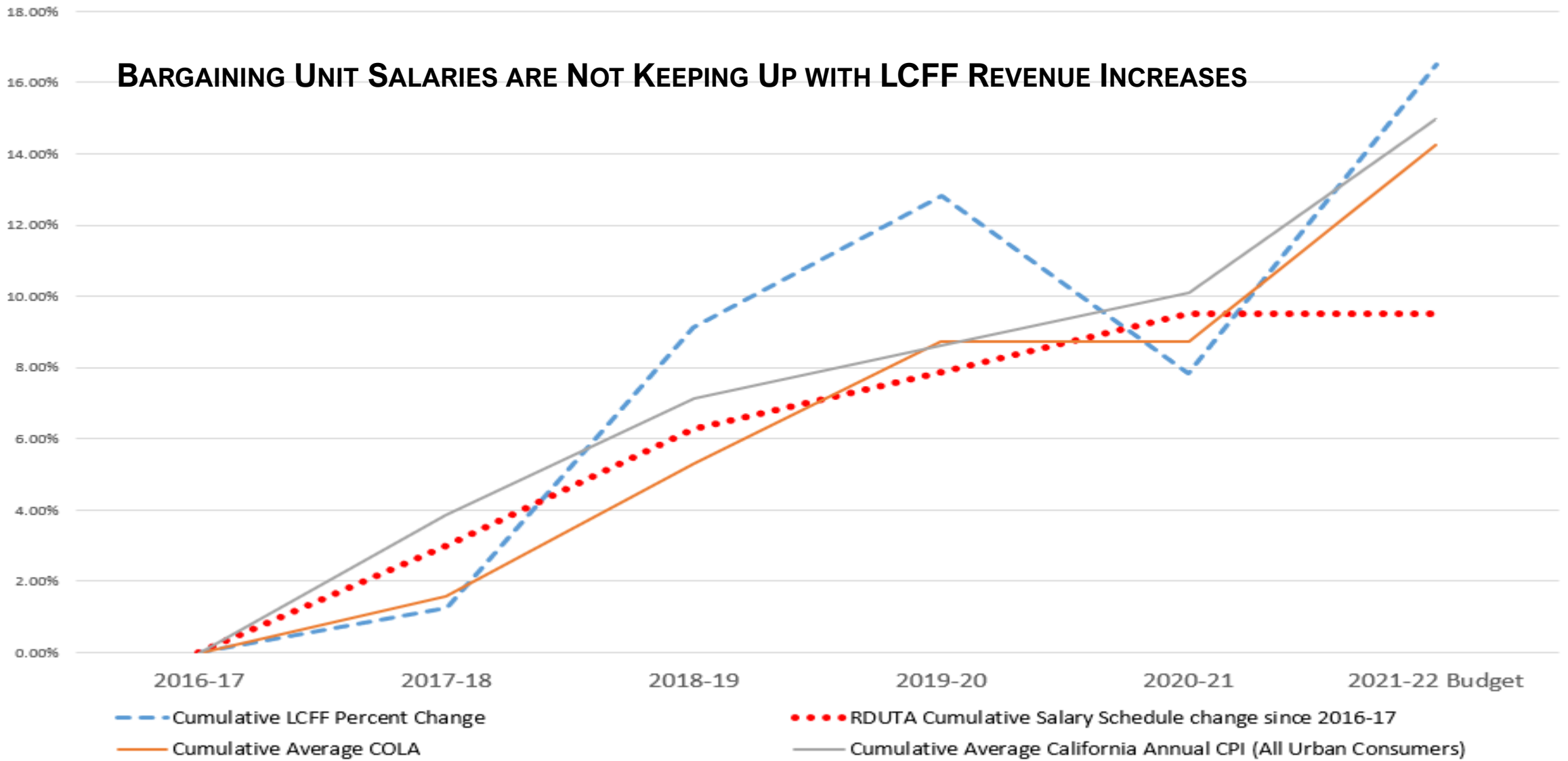


ADMIN SALARIES HAVE HELD THEIR % OF THE PIE.



WHILE BARGAINING UNIT SALARIES CONTINUE TO LOSE THEIR FAIR SHARE.

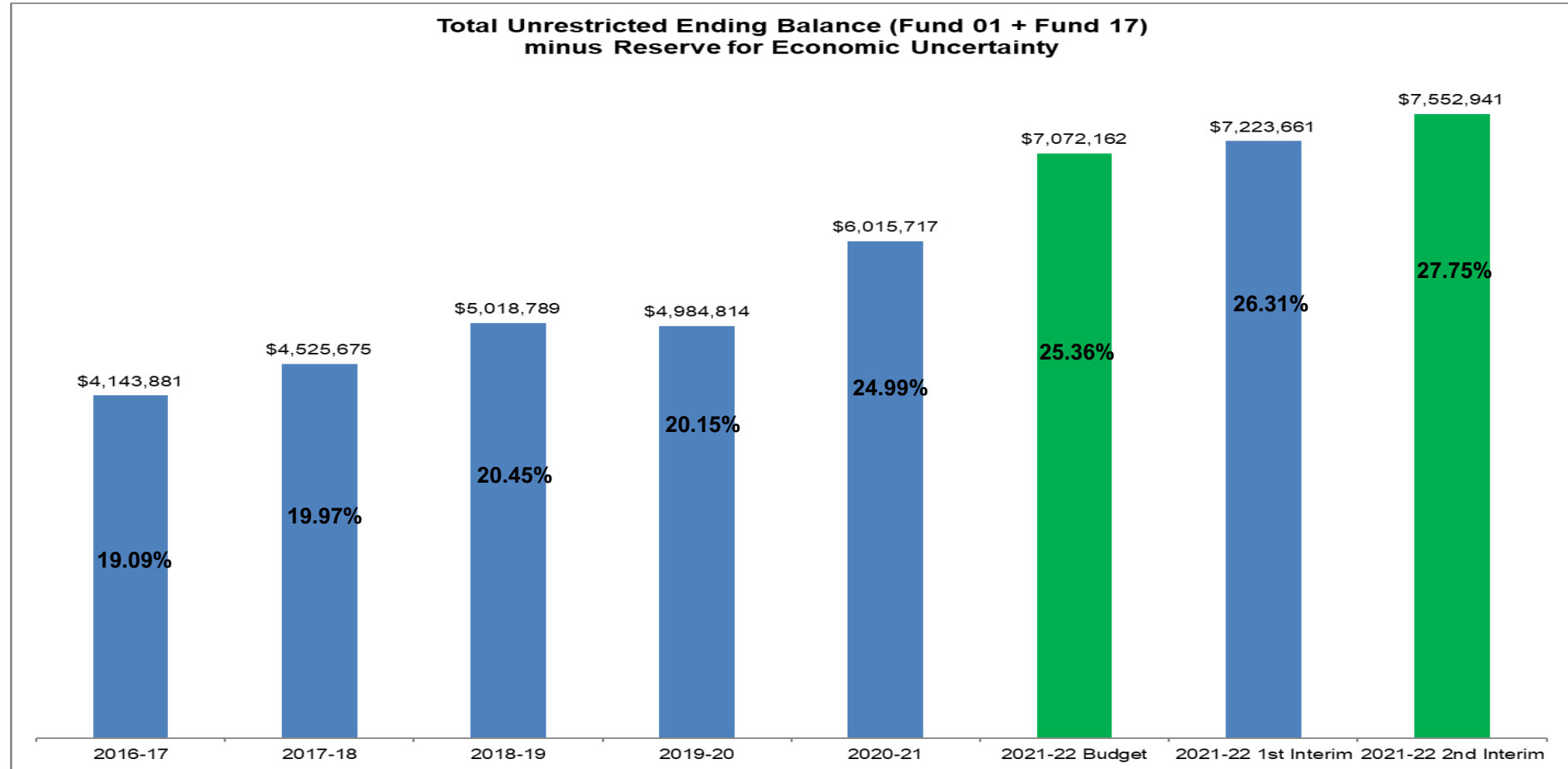
BARGAINING UNIT SALARIES ARE NOT KEEPING UP WITH LCFF REVENUE INCREASES





CAN THE DISTRICT AFFORD TO BE COMPETITIVE?

RDUSD's Total Unrestricted Ending Balance (minus Reserve for Economic Uncertainty) has steadily increased as a % of Total Outgo since 2016-17.





CAN RDUSD AFFORD TO BE COMPETITIVE?

RDUSD's Unrestricted Total Reserves of 7.5M is **9 times** more than what is required by the State for Economic Uncertainties and **5 1/2 times** more than what is required by their own Board Policy.

RIVER DELTA
UNIFIED SCHOOL DISTRICT

About Us | Policies |

Home > Policies Listing > 3000. Business and Noninstructional Operations > Policy 3101.1 > Powered by **simbli**

< **Board Policy Manual** >

Policy 3101.1: ^Budget Reserves Status: ADOPTED

Original Adopted Date: 01/18/2005 | Last Reviewed Date: 01/18/2005

General Philosophy

The district commits itself to the following priorities regarding any budget for any given year:

1. The budget shall be a balanced budget.
2. Reserve funds shall represent no less than five percent of the operating budget. This percentage of reserve funds does not include restricted balances
3. Whenever the reserve funds are less than five percent, the percentage level will be restored at a rate of no less than one percent per year until the five percent level is reached.



The district can afford to be competitive

The District projects \$34M in Total Revenues for fiscal year ending 2021-22.

This is 5.3M more than the original budget.

River Delta Joint Unified Sacramento County		2021-22 Second Interim General Fund Summary - Unrestricted/Restricted Revenues, Expenditures, and Changes in Fund Balance						34 67413 000000 Form 011	
Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	20,334,244.00	20,705,827.11	11,536,483.76	20,705,827.11	0.00	0.0%	
2) Federal Revenue		8100-8299	2,441,720.00	5,845,325.00	957,230.29	5,845,325.00	0.00	0.0%	
3) Other State Revenue		8300-8599	3,108,034.00	4,467,111.33	1,914,234.25	4,467,111.33	0.00	0.0%	
4) Other Local Revenue		8600-8799	2,888,266.00	3,079,445.00	758,394.46	3,079,445.00	0.00	0.0%	
5) TOTAL, REVENUES			28,772,264.00	34,097,708.44	15,166,342.76	34,097,708.44			
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	9,742,601.00	9,545,950.15	6,352,112.81	9,545,950.15	0.00	0.0%	
2) Classified Salaries		2000-2999	3,884,358.00	4,050,148.02	2,647,107.72	4,050,148.02	0.00	0.0%	
3) Employee Benefits		3000-3999	6,007,755.00	6,146,666.88	2,913,126.73	6,146,666.88	0.00	0.0%	
4) Books and Supplies		4000-4999	2,028,555.00	1,500,894.73	81,635.22	1,500,894.73	0.00	0.0%	
5) Services and Other Operating Expenditures		5000-5999	4,451,319.00	4,370,171.17	2,089,259.47	4,370,171.17	0.00	0.0%	
6) Capital Outlay		6000-6999	1,378,882.00	1,465,251.30	130,859.30	1,465,251.30	0.00	0.0%	
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299							
		7400-7499	70,000.00	78,054.74	78,054.74	78,054.74	0.00	0.0%	
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(12,940.00)	(238,400.00)	0.00	(238,480.00)	0.00	0.0%	
9) TOTAL, EXPENDITURES			27,550,530.00	26,917,656.99	14,792,154.00	26,918,656.99			
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)									
			1,221,734.00	7,179,051.45	374,188.76	7,179,051.45			
D. OTHER FINANCING SOURCES/USES									
5) TOTAL, REVENUES			28,772,264.00	34,097,708.44	15,166,342.76	34,097,708.44			
a) Transfers In		6600-6929			0.00	0.00	0.00	0.0%	
b) Transfers Out		7600-7629	300,576.00	300,576.00	0.00	300,576.00	0.00	0.0%	
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%	
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%	
3) Contributions									
		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%	
4) TOTAL, OTHER FINANCING SOURCES/USES									
			(300,576.00)	(300,576.00)	0.00	(300,576.00)			

5) TOTAL, REVENUES	28,772,264.00	34,097,708.44	15,166,342.76	34,097,708.44
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BUDGET PRIORITIES ARE A STATEMENT OF VALUES

COLA Years	Funded COLA	Unrestricted Ending Balance	RDUTA's % of Funded COLA
FY 2021/22	5.07%	7,552,941	0
FY 2020/21	0.00%	6,015,717	1.5
FY 2019/20	3.26%	4,984,814	1.5
FY 2018/19	3.71%	5,018,789	3.2%



The Consumer Price Index Jumped Up 8.5% from March 2021 to March 2022

US CONSUMER PRICES INFLATION 1981-2022



Source: World Bank/BLS

With a Zero % on schedule raise for this year (21-22), bargaining unit members are essentially working for 8.5% less.



COLA is increasing the next three years...

- **5.33% COLA – Governor’s Initial Proposal 2022-23**
- **6.17% COLA – LAO Projection for 2022-23**
- **6.56% COLA – US Dept. of Commerce for 2022-23**
- **SSC Projected COLA – 3.61% for 2023-24**
- **SSC Projected COLA – 3.64% for 2024-25**

US Department of Commerce proposes 6.56% for LCFF in 2022-23.

School Services California
PUBLICATIONS | CONSULTING | ADVOCACY | WORKSHOPS | TOOLS & RESOURCES

2022-23 Statutory COLA is 6.56%



Budgets are a statement of values.

The #1 influence on a teacher's decision to join, stay with, or leave a district is compensation.

#2 is feeling valued and respected.

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: June 28, 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 June 14, 2022.

BACKGROUND:

Attached are the Minutes from the Regular meeting of the Board of Trustees held on June 14, 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

June 14, 2022

1. **Call Open Session to Order** – Board Vice President Mahoney called the Open Session of the meeting of the Board of Trustees to order at 5:32 p.m. on June 14, 2022 at the Walnut Grove Elementary School, Walnut Grove, California.
 2. **Roll Call of Members:**
 - Jennifer Stone, President (Absent)
 - Dan Mahoney, Vice President
 - Marilyn Riley, Clerk
 - Rafaela Casillas, Member
 - Marcial Lamera, Member (Absent)
 - Wanda Apel, Member
 - Randall Jelly, MemberAlso present: Katherine Wright, Superintendent
 3. **Review, Approve the Closed Session Agenda and Adjourn to Closed Session**
 - 3.1 Board Vice President Mahoney announced items on the Closed Session Agenda
 - 3.2 Public Comment on Closed Session Agenda Items. – None to report
 4. **Board Vice President Mahoney asked for a motion to approve the Closed Session agenda and adjourn the meeting to Closed Session @ 5:33 pm**

Member Riley moved to approve, Member Casillas seconded. Motion carried 5 (Ayes: Mahoney, Riley, Casillas, Apel, Jelly): 0 (Nays): 2 (Absent: Stone, Lamera)
 5. **Open Session was reconvened at 6:35 pm**
 - 5.1 Roll was retaken, Members Stone and Lamera were absent, all other members were present. Also present: Katherine Wright, Superintendent; Tammy Busch, Chief Business Officer, and Nicole Latimer, Chief Educational Service Officer.
 - 5.2 Pledge of Allegiance was led by Board Vice President Mahoney
 6. **Report of Action taken, if any, during the Closed Session** (Government Code Section 54957.1)

Vice President Mahoney reported that, during Closed Session, the Board reviewed agenda item number 4.1.1 The Stipulated Agreement for Student Case #2122-321-006 recommended by the Principal and item number 4.1.2 The Panel's recommendation for the expulsion for Student Case #2122-311-007. The Board will formally approve or deny individually by voting in Open Session under Action Item number 13.
 7. **Review and Approve the Open Session Agenda**

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

Member Riley moved to approve, Member Casillas seconded. Motion carried 5 (Ayes: Mahoney, Riley, Casillas, Apel, Jelly): 0 (Nays): 2 (Absent: Stone, Lamera)
 8. **Public Comment:** Donnie Surla announced that she has completed her eighteen year of teaching in the River Delta Unified School District. She provided her view of “the exodus” of teachers in the District. She stated that it is normal to see young teachers leave the District to find opportunities closer to their homes as their lives change. However, this year, she is seeing teachers from the community, her neighbors, that are leaving for opportunities in other districts as well as leaving the profession all together. She encourages the Board to keep this in mind as negotiations are continued.
- Gloria White, a parent of three children in the District, shared her concern of the turnover of teachers and administrators in the District in the last few years and the impact it is having on the campuses, culture and students. Although she realizes there are many factors on the choice to leave the district for other opportunities, she feels that our district is under compensating principals, vice principals and teachers in comparison to Elk Grove USD, Sacramento City USD and Natomas USD. She encourages the District to be more competitive when it comes to salaries.

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 Riley reported that she had the opportunity to attend the Professional Growth Presentation facilitated by Steve Wright and Jennifer Emigh held at Rio Vista High School. During the presentation, Member Riley shared a table with the Rio Vista High School's woodshop teacher, Mr. Yates. She had a learning experience about miter saws while speaking with Mr. Yates as well as hearing of the accomplished projects of the students.

Member Apel announced that she attended the Professional Growth Presentations held at Delta High School. Member Apel mentioned that six teachers were completing their induction program. She felt they were impressive in their growth from the beginning of the school year, learning to adjust their teaching and instruction based on the needs of the children. Member Apel thanked Mr. Wight and Mrs. Emigh for the invitation to attend the presentations and extends her best wishes to the teachers.

Member Apel congratulated the high school graduates, as she was unable to attend this year's ceremonies.

Member Mahoney reported that he attended the 2 X 2 meeting with the City of Rio Vista. The main topic of discussion was an alternate site for construction of a new well. The new proposed site is at the far corner of the District's Rio Vista bus yard. Negotiation will continue with the City to make the footprint of the site as compact as possible. Other topics discussed were Safe Routes to School, ATOD, broadband accessibility and developer agreements.

Member Mahoney attended a Zoom meeting with Mrs. Turk and Kim Anderson, the Rio Vista High School's Culinary Arts teacher, to discuss the potential new culinary arts classroom. Member Mahoney is concerned that the proposed classroom is not set up for an appropriate number of students to be sustainable.

9.1.2 Superintendent Wright's report(s) Superintendent Wright extended a heart felt congratulations to Ken and Jennifer Gaston in welcoming their newest grandson into the world.

Superintendent Wright congratulated Donnie Surla as a recipient of the Fullbright Award, she will be given the opportunity to teach overseas in March of 2023 to June 2023.

Superintendent Wright mentioned that the Leadership Team had their end-of-year meeting. The meeting included welcoming the newly hired administrators to the team. During the meeting we conducted a book club learning circle using the book, "Read This to Get Smarter". The book was about race, class, gender, disabilities to help us learn more in these areas. It will be important to learn about these areas in preparation for the Diversity, Equity and Inclusion Committee that will be starting.

Superintendent Wright noted that it was her honor to attend many of the promotion and graduation ceremonies. She thanked all those who worked to prepare for these events. Superintendent Wright congratulated all the graduates on their accomplishments.

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 Maintenance, Operations & Transportation Update - Ken Gaston, Director of MOT – Mr. Gaston was not in attendance, no additional information was given to his submitted report.

9.2.1.1 Transportation Reduction in Service Discussion – Tammy Busch, Chief Business Officer provided information to the Board regarding the continuing staffing issues in the Transportation Department. She announced that the District would continue its efforts in hiring bus and van drivers to accommodate as many students as possible. However, at this time, with only four (4) total drivers (2 van

and 2 bus) districtwide, the Transportation Department will only have enough drivers to provide transport services those students required by law. Member Mahoney announced that he has been trying to recruit drivers as well.

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 greeted those in attendance and announced that she would be yielding her time to the principals for their presentations.

9.3.2 School Plan for Student Achievement 2022-2023 Presentations: D.H. White Elementary School; Isleton Elementary School; Riverview Middle School; River Delta High/Elementary School and Rio Vista High School– Site Principals

During the Single Plan for Student Achievement presentations, each principal described areas that provided positive outcomes to reach goals set in the current years plan for student achievement. They also spoke of areas that are in need of improvement that will be the focus in the 2022-2023 school year.

9.3.3 Special Education Update – Nicole Latimer, Chief Educational Services Officer, reported that the Extended School Year (ESY) has begun and going well.

9.4 River Delta Unified Teachers Association (RDUTA) Update – RDUTA Representative – Chris Smith, teacher and wrestling coach at Rio Vista High School, introduced himself as the newly elected RDUTA President. He mentioned that he is looking forward to working with the District and through some challenges we are facing.

9.5 California State Employees Association (CSEA) Chapter #319 Update – David Groves, Interim CSEA President, Delta Chapter #319 reported that the goal of the new negotiation team was to get caught up and complete the current year's contract. He stated that that goal was achieved. He is very grateful and appreciative of the District and to his team for their efforts.

9.6 Public Hearing Regarding the Proposed 2022-2023 LCAP: LCAP Adoption Will Be Held at the Regular June 28, 2022 Board Meeting – 6:30 pm – Katherine Wright, Superintendent

Open Public Hearing: 7:33pm

Public Comments: Superintendent Wright gave informational background for the Proposed LCAP for 2022-2023. No public comments were received.

Close Public Hearing 7:34pm

9.7 Public Hearing Regarding the Proposed 2022-2023 District Budget, Adoption will be held at the Regular June 28, 2022 Board Meeting – 6:30 pm – Tammy Busch, Chief Business Officer

Open Public Hearing 7:34pm

Public Comments: Tammy Busch, Chief Business Office provided background and specific information regarding the Proposed 2022-2023 River Delta Unified School District Budget and Multiyear Fiscal Projection. No public comments were received.

Close Public Hearing 7:42pm

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 – May 10, 2022

Special Meeting of the Board – May 26, 2022

10.2 Receive and Approve Monthly Personnel Report - As of June 14, 2022

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

- 10.4 Request to Approve the Independent Contract for Services Agreement with Sara M. Hall, M.A., BCBA to Provide Behavior Intervention Assessments and Plans for the 2022-2023 School Year at a cost not to exceed \$30,000 – Special Educational Funds – Nicole Latimer, Chief Educational Services Officer
- 10.5 Request to Approve the Independent Contract for Services Agreement with Meladee McCarty to Provide Program Specialist Services for the 2022-2023 School Year at a cost not to exceed \$5,000 – Special Educational Funds – Nicole Latimer, Chief Educational Services Officer
- 10.6 Request to Approve the Independent Contract for Services Agreement with Elaine H. Talley, M.Ed., J.D. to Serve as a Non-bias Facilitator for the 2022-2023 School Year at a cost not to exceed \$3,000 – Special Educational Funds – Nicole Latimer, Chief Educational Services Officer
- 10.7 Request to Approve the Contract with Maxim Healthcare Staffing Services, Inc. to Provide a Certified Nursing Assistant (CNA) for the 2022- 2023 School Year at a cost not to exceed \$43,000 - Nicole Latimer, Chief Educational Services Officer
- 10.8 Request to Approve the 2022-2023 General Agreement for Nonpublic, Nonsectarian School/Agency (Pristine Rehab Care) to Provide Speech Therapy Services for District Students at a cost not to exceed \$240,000 – Special Educational Funds – Nicole Latimer, Chief Educational Services Officer
- 10.9 Request to Approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest) for the 2022-2023 School Year at a cost not to exceed \$90,000 – Special Educational Funds – Nicole Latimer, Chief Educational Services Officer
- 10.10 Request to Approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest Instructional Assistant) for the 2022-2023 School Year at a cost not to exceed \$75,000 – Special Educational Funds – Nicole Latimer, Chief Educational Services Officer
- 10.11 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 2022-2023 school year at a cost not to exceed \$45,000 - Nicole Latimer, Chief Educational Services Officer
- 10.12 Request to Approve the Service Agreement with Language People, Inc. to Provide Interpreting and Translating Services for the Special Education Department for the 2022-2023 School Year at a cost not to exceed \$10,000 - Nicole Latimer, Chief Educational Services Officer
- 10.13 Request the Approval of the Single Plan for Student Achievements for D.H. White Elementary School; Isleton Elementary School; Riverview Middle School; River Delta High/Elementary School and Rio Vista High School– Site Principals
- 10.14 Request to Approve the Unpaid Leave of Absence for Employee #2089 for the 2022-2023 School Year – Katherine Wright, Superintendent
- 10.15 Request to Approve and Accept the Award for the Elementary and Secondary School Emergency Relief III (ESSER III) Summer Grant Program – Tammy Busch, Chief Business Officer
- 10.16 Request to Approve the Three (3) Year Agreement with Newsela For All School Sites – \$48,808 Annually, COVID-19 Funding - Tammy Busch, Chief Business Officer
- 10.17 Request to Approve Royce “Craig” Cornelson, Principal and Greg Davis, Athletic Director as Delta High and Clarksburg Middle Schools Representatives to California Interscholastic Federation (CIF) Leagues for the 2022-2023 School Year – Katherine Wright, Superintendent

Member Casillas moved to approve, Member Riley seconded. Motion carried 5 (Ayes: Mahoney, Riley, Casillas, Apel, Jelly): 0 (Nays): 2 (Absent: Stone, Lamera)

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 Second and Final Reading of the Updated or New Board Policies, Administrative Regulation and or Exhibits Due to New Legislation or Mandated Language and Citation Revisions as of March 2022 – Katherine Wright, Superintendent
Member Apel moved to approve, Member Riley seconded. Motion carried 5 (Ayes: Mahoney, Riley, Casillas, Apel, Jelly): 0 (Nays): 2 (Absent: Stone, Lamera)
12. Request to Approve the “Declaration of Need” for Fully Qualified Educators” for the 2022-2023 School Year – Katherine Wright, Superintendent
Member Riley moved to approve, Member Casillas seconded. Motion carried 5 (Ayes: Mahoney, Riley, Casillas, Apel, Jelly): 0 (Nays): 2 (Absent: Stone, Lamera)
13. 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 In the Stipulated Expulsion Agreement Student Case #2122-321-006 Member Mahoney motioned to approve the Stipulated Expulsion Case and Rehabilitation Plan as submitted by the Principal with additional requirements from the Board of Trustees.
Member Riley moved to approve the motion read by Member Mahoney, Member Apel seconded. Motion carried 5 (Ayes: Mahoney, Riley, Casillas, Apel, Jelly): 0 (Nays): 2 (Absent: Stone, Lamera)
 - 4.1.2 The Board has reviewed the Administrative Student Discipline Panel's recommendation for the Suspended Expulsion of Student Case #2122-311-007. Member Mahoney asked for a motion.
Member Apel moved to approve, Member Casillas seconded. Motion carried by roll call vote 3 (Ayes: Riley, Casillas, Apel): 1 (Nays: Mahoney): 2 (Absent: Stone, Lamera): 1(Abstain: Jelly)
14. Request to Approve the Master Budget and Proposal from Roofing Consultant for Design Work for Roofing at Various Sites, Measure J not to exceed \$1,119,245; Measure K not to exceed \$310,155; and Maintenance/General Fund not to exceed \$15,000 – Tammy Busch, Chief Business Officer
Member Jelly moved to approve, Member Riley seconded. Motion carried 5 (Ayes: Mahoney, Riley, Casillas, Apel, Jelly): 0 (Nays): 2 (Absent: Stone, Lamera)
15. Request to Approve the Purchase of Modular Classrooms Buildings, Consultant Proposals and Preliminary Master Budget for Replacement of Leased Portable Classrooms at D. H. White Elementary School – Not to exceed \$860,169 - Measure J Funds – Tammy Busch, Chief Business Officer
Member Jelly moved to approve, Member Casillas seconded. Motion carried 5 (Ayes: Mahoney, Riley, Casillas, Apel, Jelly): 0 (Nays): 2 (Absent: Stone, Lamera)
16. Request to Approve and Adopt the Tentative Agreement Between River Delta Unified School District and California Schools Employee Association’s Delta Chapter #319 for 2021-2022 – Katherine Wright, Superintendent
Member Riley moved to approve, Member Jelly seconded. Motion carried 5 (Ayes: Mahoney, Riley, Casillas, Apel, Jelly): 0 (Nays): 2 (Absent: Stone, Lamera)
17. Request to Approve the Change of Placement of Director of Personnel, Director of Accounting and The Executive Assistant to the Superintendent from Range 15 to Range 17 on the River Delta Unified School District’s Classified Management & Confidential Employees Salary Schedule – Katherine Wright, Superintendent
Member Apel moved to approve, Member Riley seconded. Motion carried 5 (Ayes: Mahoney, Riley, Casillas, Apel, Jelly): 0 (Nays): 2 (Absent: Stone, Lamera)

18. Request to Approve Resolution #833 the 2022-2023 California State Preschool Renewal Contract EED-3704 for the River Delta Unified School District State Preschool at Isleton Elementary School – Stacy Wallace, Principal
Member Casillas moved to approve, Member Apel seconded. Motion carried by roll call vote 5 (Ayes: Mahoney, Riley, Casillas, Apel, Jelly): 0 (Nays): 2 (Absent: Stone, Lamera)
19. Request to approve the Agreement with Burke, Williams & Sorensen, LLP. to Provide Legal Services Regarding Charter Schools and Other Legal Services not limited to the 2022-2023 School Year – Katherine Wright, Superintendent
Member Riley moved to approve, Member Casillas seconded. Motion carried 5 (Ayes: Mahoney, Riley, Casillas, Apel, Jelly): 0 (Nays): 2 (Absent: Stone, Lamera)
20. Request to Approve the three-year contract with Datapath for Technology support for fiscal year 2022-23 through 2024-25 - Fiscal Year 2022-23 will cost \$150,576 with 3% increases annual through 2024-25 – Paid with General, Adult Education and Cafeteria Funding – Tammy Busch, Chief Business Officer
Member Casillas moved to approve, Member Apel seconded. Motion carried 5 (Ayes: Mahoney, Riley, Casillas, Apel, Jelly): 0 (Nays): 2 (Absent: Stone, Lamera)
21. Request to Approve the Agreement with Cooperative Strategies to Provide a Developer Fee Justification Study – at a cost not to exceed \$8,000 Unrestricted General Funds – Tammy Busch, Chief Business Officer
Member Jelly moved to approve, Member Casillas seconded. Motion carried 5 (Ayes: Mahoney, Riley, Casillas, Apel, Jelly): 0 (Nays): 2 (Absent: Stone, Lamera)
22. Re-Adjourn to continue Closed Session, if needed – Board Vice President Mahoney reported that the Board would be re-adjourning to Closed Session.
23. Report of Action taken, if any, during continued Closed Session (Government Code Section 54957.1) Board Vice President Mahoney reported that, during the reconvening of Closed Session, it was determined that there was confusion on Action item number 13 during the vote. Although the outcome did not change, it was revoted on in Open Session.
- 4.1.1 In the Stipulated Expulsion Agreement Student Case #2122-321-006 Member Mahoney asked for a motion to approve the Stipulated Expulsion Case and Rehabilitation Plan as submitted by the Principal with additional requirements from the Board of Trustees.
Member Riley moved to approve, Member Apel seconded. Motion carried by roll call vote 4 (Ayes: Mahoney, Riley, Casillas, Apel): 0 (Nays): 2 (Absent: Stone, Lamera): 1(Abstain: Jelly)
- 4.1.2 The Board has reviewed the Administrative Student Discipline Panel's recommendation for the Suspended Expulsion of Student Case #2122-311-007. Member Mahoney asked for a motion.
Member Apel moved to approve, Member Casillas seconded. Motion carried 4 (Ayes: Riley, Casillas, Apel, Jelly): 1 (Nays: Mahoney): 2 (Absent: Stone, Lamera)
24. Adjournment: There being no further business before the Board, Board Vice President Mahoney asked for a motion to adjourn.
Member Casillas moved to approve, Member Riley seconded. Motion carried 5 (Ayes: Mahoney, Riley, Casillas, Apel, Jelly): 0 (Nays): 2 (Absent: Stone, Lamera)

The meeting was adjourned at 9:34 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: June 28, 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: June 28, 2022

ACTION - CERTIFICATED	NAME	POSITION	FTE	SITE/DEPT	EFFECTIVE DATE
Resignation	Glenn Dionn	RSP Teacher	1.00	Delta High	6/21/2022
	Kristen Edeliant	Elementary Teacher	1.00	Walnut Grove	6/16/2022
	Melissa Maciel	Elementary Teacher	1.00	Walnut Grove	6/17/2022
	Brandi Gomes	English Teacher	1.00	Rio Vista High	6/21/2022

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 28, 2022

Attachments: X

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 10.3

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

SUBJECT:

Request to Approve the Independent Contract for Services Agreement with Rio Vista CARE for the 2022-2023 School Year

BACKGROUND:

Rio Vista CARE offers licensed clinicians to provide therapy at all of the River Delta Unified School District schools.

STATUS:

This is a renewal agreement. The 2021-2022 contract was \$10,000. The 2022-2023 contract is not to exceed \$10,000.

PRESENTER:

Nicole Latimer, Chief Educational Services Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Not to exceed \$10,000 paid by Special Education Mental Health Funds

RECOMMENDATION:

That the Board approves the Independent Contract for Services Agreement with Rio Vista CARE for the 2022-2023 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 Rio Vista CARE, 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 July 1, 2022 through June 30, 2023. 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 licensed counseling services for district students.

3. PAYMENT FOR SERVICES: CONSULTANT shall receive compensation at the rate of:
\$ per day week month year or per hour
OR
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.

Independent Contractor Agreement

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

Creating Excellence To Ensure That All Students Learn

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:

Rio Vista CARE

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.

Creating Excellence To Ensure That All Students Learn

Bates School
Clarksburg Elementary

Isleton School
Riverview School
River Delta High/Elementary School

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

Delta High School
Rio Vista High School

Wind River School
Mokelumne High School

Delta Elementary Charter School

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 28, 2022

Attachments: x

From: Tammy Busch, Chief Business Officer

Item Number: 10.4

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

SUBJECT:

Request to Pre-Approve the 2022-23 ASB, Booster Clubs, PTC and PTA Fundraisers

BACKGROUND:

Every year River Delta's School sites encourage the various student ASB clubs and parent organizations to raise funds to further and enhance the educational experience. Starting in Fiscal Year 2015-16 all ASB fundraisers were required to be preapproved through the district office and presented to the Board for final approval prior to the event.

In order to streamline the process and still comply with set procedures, the sites are submitting a list of fundraisers that they intend to hold throughout the coming fiscal year.

STATUS:

Generally, these fundraisers are held annually. The fundraisers have received a cursory review with pre-approval from the district office and is seeking approval from the Board.

As each fundraising event approaches, the sites will continue to submit an individual request form with all required signatures for final district office approval prior to the event, as required for ASB clubs. Parent organizations do not have the same requirements as ASB and this approval is currently all the district is requiring.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the 2022-23 Fundraiser pre-approval lists as presented.

Time allocated: 3 minutes

**River Delta Unified School District
Fund Raiser Pre-Approval list**

PTC

School site: *D.H. WHITE*
Fiscal Year: *2022-2023*

	ASB Club	Activity	Net Profit
<i>Sample</i>	<i>Band</i>	<i>Car Wash</i>	<i>\$200</i>
1	PTC	MIXED BAGS	\$3,500.00
2	PTC	BOX TOPS	500
3	PTC	BUTTER BRAID/COOKIE DOUGH	2200
4	PTC	SEE'S CANDY FUNDRASIER	1800
5	PTC	BOOK FAIR (2X A YEAR)	1000
6	PTC	GINGERBREAD HOUSES	250
7	PTC	YEARBOOK	100
8	PTC	KONA ICE TRUCK	500
9	PTC	ROBINS NEST HOLIDAY SHOP	250
10	PTC	SCHOOL STORE FUNDRAISER	500
11	PTC	JUMP ROPE FOR HEART	500
12	PTC	PARENT/CHILD DANCE (X2)	250
13	PTC	COLOR RUN	500
14	PTC	SCHOOL SPIRIT WEAR SALES	500
15	PTC	BINGO NIGHT	500

PTC	PARENT GALA	250
PTC	TRUNK OR TREAT	250
PTC	PURSE RAFFLE	100
PTC	VALENTINE'S GRAM	100
PTC	AMAZON SMILE	100
PTC	PIE COMPANY FUNDRAISER	100
PTC	HALLOWEEN GRAMS	100
PTC	REINDEER GRAMS	100
PTC	BASS DERBY WATER BOTTLE SALES	100
PTC	HOT CHOCOLATE/BAKE SALE-CHRISTMAS TREE LIGHTING	100
PTC	MOVIE NIGHT	200
PTC	MATH-A-THON	200
PTC	PRINCIPAL FOR THE DAY	100
PTC	DUCT TAPE PRINCIPAL OR TEACHER TO THE WALL	100
PTC	EARTH DAY RUN	100
PTC	CROCKER ART MUSEUM NIGHT	100

**River Delta Unified School District
Fundraiser Pre-Approval List
2022-23**

Site: Riverview Middle School

ASB CLUB/PTC, PTA, Boosters	Activity	Net Profit
ASB	School Dances – Snack Bar and Ticket Sales	\$200
ASB	Game Night	\$50
ASB	Halloween Carnival	\$50
ASB	Open House – Snack Bar	\$25
ASB	Recycling	\$300
ASB	Clothing Sales	\$200
ASB	Photo Booth	\$50
ASB	Laser Tag	\$200
ASB	PE Uniforms	\$800
ASB	Sports Games Snack Bar	\$25

**River Delta Unified School District
Fundraiser Pre-Approval List
2022-23**

Site: Riverview Middle School

ASB CLUB/PTC, PTA, Boosters	Activity	Net Profit
PTC	Pizza Factory	\$400
PTC	Krispy Kreme	\$200
PTC	Sunny Valley Bacon	\$400
PTC	Coin Combat	\$500
PTC	Uncle Jerrys Ts/Nature Vision	\$800
PTC	Stockton Heat	\$400
PTC	Cookie Dough	\$3,000
PTC	Mixed Bags	\$300
PTC	Spirit Wear	\$500
PTC	Kings Tickets Raffle	\$2000
PTC	SF Giants Tickets Raffle	\$2000
PTC	Sees Candy	\$400
PTC	Yearbook Sales	\$600
PTC	The Pie Company	\$1000
PTC	Petunia Sales	\$400

**Rio Vista Unified School District
Fund Raiser Pre-Approval list**

School site: *Rio Vista High School ASB*
Fiscal Year: *2022-23*

	ASB Club	Activity	Net Profit
1	FFA	Flower arrangements	\$100
2	FFA	Drive Thru BBQ	\$500
3	FFA	Poinsettia Sale	\$500
4	Boys Basketball	Concession Stand	\$1,000
5	Girls Basketball	Concession Stand	\$1,000
6	Cheerleaders	Spiritwear	\$1,500
7	FB	Snackbar	\$750
8	Class of 23	Snack bar	\$750
9	Class of 24	Snack bar	\$750
10	Class of 25	Snack bar	\$750
11	Class of 26	Snack bar	\$750

All individual fund raisers must adhere to the procedures previously set forth and be submitted to the district office at least two (2) weeks prior to requested date, with all approval signatures in tact.

VB	Snackbars	\$2,000
VB	Spiritwear	\$1,000
VB	Kids Camp	\$1,000
AFS	Sees Candy Sale	\$1,000
AFS	Christmas Card Walk	\$1,000

Drama	Ad for Radio Sales	\$300
Drama	Improv Night	\$500
Drama	Affair of the Arts	\$500
Fine Arts	Art Exhibition	\$500
Creative Arts	Christmas Ornaments	\$300
ASB	Spookagrams	\$100
ASB	Candygrams	\$100
ASB	Coin Drive	\$250
ASB	Tailgate BBQ	\$500
ASB	Homcoming Dance	\$500
ASB	Winter Ball	\$500
Class of 23	Coffee Shack	\$2,000
Class of 23	Prom	\$500
Class of 23	Spiritwear	\$500
Class of 23	Sausage Feed	\$500
GSA	Penny challenge	\$100
GSA	Cake decorating contest	\$100
GSA	Jelly Bean Count	\$50
GSA	Walk-a-athon	\$250
GSA	Recipe Book Sale	\$250
Health Careers	Cookie Dough	\$500
Health Careers	Wrapping paper sale	\$300
AFS	Charity Jail	\$300
Art	Facepainting	\$300
Art	Silent Auction	\$3,000
Graphic Arts Club	Postcards	\$500
Athletic Teams	Spiritwear	\$5,000
Incentive Account	Spiritwear	\$2,500
Girls' VB	Concessions	\$1,500
FB	VIP Seats	\$2,500
FB	Poker Night	\$2,000
FB	Spirit Wear	\$1,000
ASB	Spiritwear	\$3,000
SB	Spiritwear	\$1,000

SB	Sausage Dinner	\$3,000
Soccer	kids camps	\$500
Basketball	Spiritwear	\$1,000
Basketball	Alumni Tourney	\$1,000
Baseball	Alumni Tourney	\$1,500
Baseball	Spiritwear	\$1,000
ArRK	Ghost pops	\$250
ARK	Reindeer Grams	\$250
ARK	Valentine Candy Grams	\$250
FB	Sponsor Ad Broadcast	\$500
Radio Club	Radio Telethon	\$500
VB	Servathon	\$300
Swim Team	Swimathon	\$2,500
VB	Devon Davis Scholarship	1000
VB	Breast Cancer Awareness	\$200
BB	Free throwathon	\$500
CC	Summer rus	\$500
CC	Turkey Trot	\$1,500
General Athletic	sports posters	\$6,000
AFS	Sees Candy Sale	\$1,000
SB	Lockford Sausage	\$1,000
FB	email campaign	\$1,000
FB	VIP Seating	500
Swim Team	Sponsor A Parka	\$1,000
FFA	Flower Night	\$500
Cheer	Brunch	\$500
VB	Deven Davis Scholarship Game	\$500
VB	Servathon	\$500
FB	VIP Seating	\$2,000
Wrestling	Tournament	\$2,000
Wretling	T shirts	\$1,000
Xcountry	Turkey Trot	\$5,000
FFA	Holiday Market	\$500
FFA	Bingo	\$1,000

FFA	Fall Festival	\$500
FFA	Shop Sale	\$500
FFA	Dinner Event	\$1,500
FFA	Taste of the Delta	\$1,000
Cheer	Kids Camp	\$1,000
Cheer	Car Wash	\$250

**Rio Vista Unified School District
Booster Club
Fund Raiser Pre-Approval list**

School site: *Rio Vista High School*
Fiscal Year: *2020-21*

SAMPLE

1
2
3
4
5
6
7
8
9
10

Booster Club	Activity	Net Profit
	<i>Fireworks booth</i>	<i>\$10,000</i>
	Dinner Dance	10,000
	Snackbars at Booster Events	2500
	Baseball Alumni Tourney	500
	River Cats Game	2500
	Calendar Sales	1000
	Hog August Bites	5000
	Stockton Heat	1000
	Poker Night	2000
	Basketball Alumni Toureny	2000
	Adopt a Locker	10000
	Sports Camps	3000
	Friday Night Soccer	1000
	Lockefod Sausage Feed	3000

All individual fund raisers must adhere to the procedures previously set forth and be submitted to the district office at least two (2) weeks prior to requested date, with all approval signatures in tact.

**River Delta Unified School District
Fund Raiser Pre-Approval list**

ASB

School site:

Fiscal Year:

2022-2023

	ASB Club	Activity	Net Profit
<i>Sample</i>	<i>Band</i>	<i>Car Wash</i>	<i>\$200</i>
1	ASB	Candy Bar Sales	4,000
2	ASB	Sweatshirt/T-shirt Sales	1,000
3	ASB	Donation Letters	\$3,000.00
4			
5			
6			
7			
8			
9			
10			
11			

All individual fund raisers must adhere to the procedures previously set forth and be submitted to the district office at least two (2) weeks prior to requested date, with all approval signatures in tact.

**River Delta Unified School District
Fund Raiser Pre-Approval list**

PTA

School site:

Fiscal Year:

2021-22

	ASB Club	Activity	Net Profit
<i>Sample</i>	<i>Band</i>	<i>Car Wash</i>	<i>\$200</i>
1			
2	PTA	Denim and Diamonds	\$18,000-20,000
3	PTA	Sees Candy Sales	\$2,000
4	PTA	Movie Night	\$100
5	PTA	Breakfast with the Bunny	\$200
6	PTA	Harvest Festival	\$100
7	PTA	Butterbraid Sales	\$2,000
8			
9			
10			
11			

All individual fund raisers must adhere to the procedures previously set forth and be submitted to the district office at least two (2) weeks prior to requested date, with all approval signatures in tact.

River Delta Unified School District			
Fund Raiser Pre-Approval list			
PTC - PTA			
	School site:	<i>Bates Elementary School</i>	
	Fiscal Year:	<i>2022-2023</i>	
	ASB Club	Activity	Net Profit
<i>Sample</i>	<i>Band</i>	<i>Car Wash</i>	<i>\$200</i>
1	PTA	Pear Pie Making July 2022	\$3,000.00
2	PTA	Flower Bulbs	\$500.00
3	PTA	Read-A-Thon or/and Walk-a-thon	\$300.00
4	PTA	Book Fairs (one in the fall and one in the spring)	\$1,000.00
5	PTA	Family Dances/Baile Familiar	\$500.00
6	PTA	Family Dinners Drive Thru	\$1,000.00
7	PTA	Pencil Grams	\$200
10	PTA	Movie Nights (3-4 nights this year)	\$500
12	PTA	Spirit Wear	\$400.00
All individual fund raisers must adhere to the procedures previously set forth and be submitted to the district office at least two (2) weeks prior to requested date, with all approval signatures in tact.			

River Delta Unified School District
Fund Raiser Pre-Approval List
2022-2023

School Site: Delta High School and Clarksburg Middle School
Fiscal Year: 2022-2023

ASB Club/Boosters/Sports	Activity	Net Profit—These numbers are not available as there was little to no fundraising due to COVID
All	“a-thons”	
All	Dining out events	
Senior/Junior Class	Movie Nights	
Heavenly Boosters	Parent Prom	
Heavenly Boosters	Crab Feed	
Heavenly Boosters	Fundraiser cards	
All	Car washes	
Senior Class	Football Snack Bar	\$3750
Heavenly Boosters	Golf Tournament	
All	Carnival/Fall/Spring Festival	
Heavenly Boosters Drama Department	Drama Production Ticket Sales	\$8,000
Heavenly Boosters All	Drama Production Snack Bar	\$700
Heavenly Boosters Music Department	Student Band Concert Snack Bar/Spirit Wear	
All Sports Teams	Sport-specific clinics	
All Sports Teams	Sport-specific tournaments	
All	Clarksburg Fun Run	\$3525—Split between all that participated
All Sports	Pear Fair	
Heavenly Boosters	Sports Banners/Business Advertisements	\$500 (1 was sold this year)
Heavenly Boosters	Spirit Wear—DHS and CMS	
Heavenly Boosters	Nugget Scrip	
Heavenly Boosters	Snack Bars for all sports	Less than \$500
Heavenly Boosters	Art sale	
Heavenly Boosters	River Cats Vouchers	Sales were done pre-COVID for this year
Cross Country and Track	Caramel Corn Sales	

Delta Ag Boosters	Annual dinner dance	
ASB Club Latino	Churro/Horchata Snack Bar at Sports	
ASB Volleyball	Lemonade Sales at Football	
ASB--DHS	Spirit wear	
ASB--CMS	See's Candy Sales	
DHS FFA	Spirit wear	
	Leadership packages	
FFA/Baseball	Lamppost Pizza Sales	
Delta Blooms/FFA	Floral design night	
FFA	Poinsettia plant sales	
Delta Blooms	Wreath Sales	
Delta Blooms	Floral memberships	
FFA	Plant and veggie sales	

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 28, 2022

Attachments: X

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 10.5

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

SUBJECT:

Request to Approve the One-Year Contract Renewal of ABC Mouse Early Learning Academy for the 2022-2023 School Year

BACKGROUND:

ABC Mouse Early Learning Academy is a digital education program for children in grades Pre-K through 2nd grade. ABC Mouse offers more than 5,000 individual learning activities and more than 450 lesson plans. The program includes all of the important academic basics that young children need to know to be successful in transitional kindergarten and kindergarten classes.

STATUS:

This is a renewal contract. ABC Mouse Early Learning Academy will provide 190 individual student licenses with full at-home access for our Pre-K, TK, and Kindergarten students.

PRESENTER:

Nicole Latimer, Chief Educational Services Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Not to exceed \$6,080 from Educational Services funds.

RECOMMENDATION:

That the Board approves the purchase of ABC Mouse Early Learning Academy for the 2022-2023 school year at a cost to exceed \$6,080

Time allocated: 2 minutes



MyMath Academy™



MyReading Academy™

from the creators of **ABCmouse®**

Proposal Submitted to:

Trisha Salomon
River Delta Unified School District
Rio Vista, California
6/16/2022

Submitted by:

Tyler Bosserman
tyler.bosserman@aofl.com

MyMath Academy™

MyReading Academy™

Prepared For:

Trisha Salomon
 tsalomon@rdusd.org
 River Delta Unified School District
 445 Montezuma St
 Rio Vista California 94571

Bill To:

River Delta Unified School District
 445 Montezuma St
 Rio Vista California 94571

Payment Terms: Net 30

Subscription Term: 12 Months (9/1/2022 - 8/31/2023), per student pricing

Product Name	ISBN	Teacher Qty	Student Qty	List Unit Price	Net Unit Price	Discount	Total*
ABCmouse and My Math Academy - PreK			45	\$32.00	\$32.00	\$0.00	\$1,440.00
ABCmouse and My Math Academy - K			45	\$32.00	\$32.00	\$0.00	\$1,440.00
ABCmouse and My Math Academy - 1st			50	\$32.00	\$32.00	\$0.00	\$1,600.00
ABCmouse and My Math Academy - 2nd			50	\$32.00	\$32.00	\$0.00	\$1,600.00
Mastery Set-Up Fee			1	\$1,500.00	\$0.00	\$1,500.00	\$0.00
Mastery Professional Learning Portal			1	\$2,100.00	\$0.00	\$2,100.00	\$0.00
Total						\$3,600.00	\$6,080.00

*Prices shown above do not include any taxes that may apply.

List Total: \$9,680.00
 Discount Total: \$3,600.00
 Grand Total: \$6,080.00

PLACING AN ORDER: Send an email to schoolsorders@aofl.com and please copy your account partner, Tyler Bosserman (tyler.bosserman@aofl.com).

Include (1) this quote, (2) your Purchase Order, (3) your tax exemption certificate (or add tax to your PO).

TERMS AND CONDITIONS: https://educate-cdn.aofl.com/pdf/terms_and_conditions.pdf

By providing a signed purchase order, you represent that you have read, understand, and agree to the Terms and are authorized on behalf of River Delta Unified School District to execute this agreement.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 28, 2022

Attachments: X

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 10.6

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

SUBJECT:

Request to Approve the AVID Membership Dues for Delta High School, Rio Vista High School, Riverview Middle School, Clarksburg Middle School, Walnut Grove Elementary School and Bates Elementary School for the 2022-2023 School Year at a Cost Not to Exceed \$25,686

BACKGROUND:

In order to offer AVID on our campuses, we must pay an annual membership, attend the AVID Summer Institute and meet all the essential standards set forth by the AVID organization.

STATUS:

This is a renewal contract. River Delta Unified School District would like to continue offering AVID on our campuses.

PRESENTER: Nicole Latimer, Chief Educational Services Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

\$19,236 for Rio Vista High, Delta High, Clarksburg Middle and Riverview Middle Schools from Educational Services Funding

\$3,225 for Walnut Grove Elementary School from site funds.

\$3,225 for Bates Elementary School from site funds.

RECOMMENDATION:

That the Board approves the AVID membership dues for Delta High School, Rio Vista High School, Riverview Middle School, Clarksburg Middle School, Walnut Grove Elementary School and Bates Elementary School for the 2022-2023 school year at a cost not to exceed \$25,686.

Time allocated: 2 minutes



AVID Center
Federal Tax ID# 33-0522594
9797 Aero Drive, Suite 100
San Diego CA 92123
(858) 380-4800

Document# 20545
Page 1

SALES ORDER

Please remit payment to:
Dept 270, P.O. Box 509015
San Diego, CA 92150-9015

Bill To:

River Delta Unified School District
Attn: Accounts Payable
445 Montezuma Street
Rio Vista CA 94571

Ship To:

Customer ID:	Purchase Order #:	Shipping Method:	Terms:	Date:
104058	CONTRACT Q-82348		Net 30	5/10/2022

Qty	Description	Unit Price	Ext. Price
1	AVID Membership Fees Elementary School Bates Elementary School	\$3,225.00	\$3,225.00
1	AVID Weekly Elementary Bates Elementary School	\$0.00	\$0.00
1	AVID Membership Fees Secondary Clarksburg Middle School	\$4,199.00	\$4,199.00
1	AVID Weekly Secondary Clarksburg Middle School	\$610.00	\$610.00
1	AVID Membership Fees Secondary Delta High School	\$4,199.00	\$4,199.00
1	AVID Weekly Secondary Delta High School	\$610.00	\$610.00
1	AVID Membership Fees Secondary Rio Vista High School	\$4,199.00	\$4,199.00
1	AVID Weekly Secondary Rio Vista High School	\$610.00	\$610.00
1	AVID Membership Fees Secondary Riverview Middle School	\$4,199.00	\$4,199.00
1	AVID Weekly Secondary Riverview Middle School	\$610.00	\$610.00
1	AVID Membership Fees Elementary School Walnut Grove Elementary School	\$3,225.00	\$3,225.00
1	AVID Weekly Elementary Walnut Grove Elementary School	\$0.00	\$0.00

AVID accepts Visa, Mastercard, Discover, and ACH
Registrations can be paid online at my.avid.org
For billing inquiries, please email business@avid.org

Subtotal	\$25,686.00
Discount	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$25,686.00

Please include copy of document with remittance

AVID Center



Products and Services Quote/Order

Quote/Order #: Q-82348
 Client: River Delta Unified School District
 Address: 445 Montezuma St
 Rio Vista, CA 94571

AVID Center Representative: Veronica Martinez
 Phone: (858) 654-5117
 Email: vmartinez@avid.org

Effective Date: July 01, 2022

Expiration Date: June 30, 2023

Bates Elementary School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,225.00	\$3,225.00
1	AVID Weekly Elementary	\$625.00	\$0.00
Bates Elementary School SUBTOTAL:			\$3,225.00

Clarksburg Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$4,199.00
1	AVID Weekly Secondary	\$625.00	\$610.00
Clarksburg Middle School SUBTOTAL:			\$4,809.00

Delta High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$4,199.00
1	AVID Weekly Secondary	\$625.00	\$610.00
Delta High School SUBTOTAL:			\$4,809.00

Rio Vista High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$4,199.00
1	AVID Weekly Secondary	\$625.00	\$610.00
Rio Vista High School SUBTOTAL:			\$4,809.00

Quote/Order
 2022 - 2023 River Delta Unified School District Drafted: 12/30/2021

Riverview Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$4,199.00
1	AVID Weekly Secondary	\$625.00	\$610.00
Riverview Middle School SUBTOTAL:			\$4,809.00

Walnut Grove Elementary School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,225.00	\$3,225.00
1	AVID Weekly Elementary	\$625.00	\$0.00
Walnut Grove Elementary School SUBTOTAL:			\$3,225.00

TOTAL:			\$25,686.00
			<i>plus all applicable taxes</i>

Additional Comments:

N/A

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the "Client" identified above. This Quote/Order, together with the General Terms and Conditions, supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Descriptions and requirements for AVID Products and Services can be found at <https://www.avid.org/Page/3290>. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy at <https://www.avid.org/rest-assured-policy>.

AVID Center is committed to assisting Client with a successful implementation. Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute ("SI") equal to the minimum core site team described herein, unless AVID Center agrees to a lesser number on this Quote/Order. If AVID DigitalXP ("DigitalXP") is taken instead of SI, prices will be adjusted accordingly upon completion of the training event. Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order.

No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any SI/DigitalXP registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center,
a California Non-Profit Corporation 501(c)(3)

River Delta Unified School District

By: DocuSigned by:
David S. Greulich
E6A8599C866844D...
Print
Name: David S. Greulich
Title: Controller
Date: 1/18/2022 | 12:22 PM PST
Email: contracts@avid.org

By: DocuSigned by:
Trisha Salomon
B6349E324E40433...
Print
Name: Trisha Salomon
Title: Secretary
Date: 1/18/2022 | 11:27 AM PST
Email: tsalomon@riverdelta.k12.ca.us

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 28, 2022

Attachments: X

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 10.7

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

SUBJECT:

Request to Approve the Renewal of 81 Odysseyware Web-based Instructional Program Licenses for use in Alternative Education, Special Education and Adult Education Throughout the District for the 2022-2023 School Year at a cost not to exceed \$62,500

BACKGROUND:

River Delta Unified School District has utilized Odysseyware for instructional purposes at Mokelumne High Continuation, River Delta Community Day School as well as at River Delta Independent Study and Adult Educational programs. It is also utilized by both high schools at various times of the year for credit recovery. It is comprehensive instructional program that allows students in our alternative education program to complete their graduation requirements.

STATUS:

The administrators and staff at the alternative education programs as well as the high school administration staff would like to continue the use of Odysseyware in their programs.

PRESENTER: Nicole Latimer, Chief Educational Services Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$62,500 paid by Educational Services funds

RECOMMENDATION:

That the Board approve 81 Odysseyware Software licenses for the 2022-2023 school year at a cost not to exceed \$62,500

Time allocated: 2 minutes



Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257 x1037

Date 7/1/2022
Quote No. 237318
Acct. No. 03:ri:CA:12214932
Total \$62,500.00
Pricing Expires 6/30/2023

River Delta Unified School District
445 Montezuma St
Rio Vista CA 94571

Payment Schedule	Contract Start	Contract End
	7/1/2022	6/30/2023

Site	Description	Comment	End Date	Qty
	Odysseyware K-12 Comprehensive Concurrent User		06/30/2023	81
	PD KnowlEdge Academy Add-on per Building		06/30/2023	1
	Professional Development Webinar Training		06/30/2023	1

Subtotal \$62,500.00
Total \$62,500.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/standard-terms-and-conditions>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

River Delta Unified School District

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Lisa Lynch
801-717-4083
lisa.lynch@imaginelearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 28, 2022

Attachments: X

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 10.8

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

SUBJECT:

Request to Approve Measures of Academic Performance (MAP) Assessments For Students in Grades K-10 at a Cost Not to Exceed \$25,858 for the 2022-2023 School Year

BACKGROUND:

We purchased MAP assessments as interim assessments for students in grades K-10 while the state transitioned to Common Core State Standards (CCSS) and the new Smarter Balanced Assessment Consortia (SBAC) system. Staff and administration alike found the assessments to be outstanding indicators of mastery of CCSS as well as an excellent tool for identifying areas that need skill building and support in both English Language Arts and Math. The MAP was also approved as one of our basic skills assessment for our English Language Redesignation criteria for students in grades 3-11.

STATUS:

This is a renewal contract. We would like to continue utilizing the MAP assessments in 2022-2023

PRESENTER: Nicole Latimer, Chief Educational Services Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$25,858 paid by Educational Services funds.

RECOMMENDATION:

That the Board approves Measures of Academic Performance (MAP) assessments for students in grades K-10 at a cost not to exceed \$25,858 for the 2022-2023 school year

Time allocated: 2 minutes



Schedule A

SALES ORDER

Company Address: 121 NW Everett Street
Portland, OR 97209
License Start Date: 09/01/2022
License End Date: 08/31/2023

Created Date: 06/07/2022
Quote Number: 00063262
Partner ID: 11114

Prepared By: Shelley Ghannam
Phone: 7072804895
Email: shelly.ghannam@nwea.org

Contact Name: Nicole Latimer
Phone: (707)374-1700
Email: nlatimer@rdsd.org

Bill To Name: River Delta Unified School
District
Bill To Address: Po Box 99
Clarksburg, CA 95612

Ship To Name: River Delta Unified School
District
Ship To Address: 445 Montezuma Street
Rio Vista, CA 94571

Table with 4 columns: Product, Sales Price, Quantity, Total Price. Row 1: MAP Growth K-12, \$14.00, 1,847, \$25,858.00

Quote Subtotal \$25,858.00
Estimated Tax \$0.00
Grand Total \$25,858.00

Terms and Conditions

This Schedule A is subject to NWEA's terms and conditions located at: https://legal.nwea.org/. By signing this Schedule A you agree you have read and understood the terms and agree to them.

General. If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at http://legal.nwea.org/supplementalterms.html.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: https://legal.nwea.org/nwea-privacy-and-security-for-pii.html

NWEA's W9 can be found at: https://legal.nwea.org/nwea-w-9.html

Until this Schedule A is signed, the terms identified here are valid for 30 days from the date above. Please confirm the billing address, or specify changes to your account manager.

Signature

Signature: _____ Printed Name: _____

Date: _____ Title: _____

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 28, 2022

Attachments: X

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 10.9

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

SUBJECT:

Request to Approve Renaissance Learning Educational Software Licenses for the 2022-2023 School Year

BACKGROUND:

River Delta Unified School District has utilized Renaissance Learning educational software K-8 for many years. Students enjoy the program as it assesses, supports and promotes the development of our students' reading ability. Renaissance Learning allows teachers to track the types of books students are reading, how well they are comprehending it and areas they need to focus on for improvement.

STATUS:

This is a renewal contract. We would like to continue utilizing Renaissance Learning in the 2022-2023 school year.

PRESENTER: Nicole Latimer, Chief Educational Services Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$42,294.76 from Educational Services and After School Program funding

RECOMMENDATION:

That the Board approves Renaissance Learning educational software licenses for the 2022-2023 school year at a cost not to exceed \$42,294.76

Time allocated: 2 minutes

RENAISSANCE®

Subscription Renewal

Quote #: RPRNQ2725931*

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

River Delta Joint Unified School Dist - 281420
445 Montezuma St
Rio Vista, CA 94571-1651
Contact: Ms. Nicole Latimer - (707) 374-6381
Email: nlatimer@rdsd.org

Subscription End: 6/30/2022
Notice Date: 06 2022
Reference ID: 551857

Quote Summary

School Count: 5

Renaissance Products & Services Total	\$43,154.40
Applied Discounts	\$(859.64)
Sales Tax	\$0.00
Grand Total	USD \$42,294.76

Pricing and discounts are subject to change if alterations are made to this quote.
To receive applicable discounts, all orders included on this quote must be received at the same time.
Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

By signing below, you

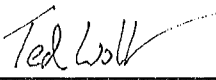
- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy-policy/>.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	River Delta Joint Unified School Dist - 281420
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 01/27/2022	Date:
	Invoice Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036
Fax: (877)280-7642
Email: electronicorders@renaissance.com
Phone: (877)444-3172

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone:(800) 338-4204 | Fax:(877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

*This quote is valid for 30 days. It may have been previously sent with a different reference number, and may reflect changes made in the past 30 days. Alterations to this quote will not be honored without Renaissance Learning approval. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order. Standard payment terms are net 30 days from invoice date.

PO Box 8036, Wisconsin Rapids, WI 54495-8036
 Phone:(800) 338-4204 | Fax:(877) 280-7642
 Federal I.D. 39-1559474
www.renaissance.com

Renewal Details				
Applications				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Accelerated Reader Subscription	07/01/2022 - 06/30/2023	1,208	\$7.35	\$8,878.80
Freckle ELA add-on Subject Student Subscription	07/01/2022 - 06/30/2023	175	\$9.00	\$1,575.00
Freckle Math Student Subscription	07/01/2022 - 06/30/2023	175	\$15.00	\$2,625.00
myON Student Subscription	07/01/2022 - 06/30/2023	1,208	\$15.00	\$18,120.00
Star Early Literacy Subscription	07/01/2022 - 06/30/2023	400	\$5.20	\$2,080.00
Star Math Subscription	07/01/2022 - 06/30/2023	175	\$5.20	\$910.00
Star Reading Subscription	07/01/2022 - 06/30/2023	1,003	\$5.20	\$5,215.60
Applications Subtotal				\$39,404.40
Applied Discounts				\$(859.64)
Applications Total				USD \$38,544.76
Platform Services				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Annual All Product Renaissance Platform	07/01/2022 - 06/30/2023	5	\$750.00	\$3,750.00
Platform Services Subtotal				\$3,750.00
Applied Discounts				\$0.00
Platform Services Total				USD \$3,750.00

PO Box 8036, Wisconsin Rapids, WI 54495-8036
 Phone:(800) 338-4204 | Fax:(877) 280-7642
 Federal I.D. 39-1559474
www.renaissance.com

Renewal Subscription Summary	
Accelerated Reader Subscription Total	
D H White Elementary School - 281422	330
Riverview Middle School - 281424	240
Bates Elementary School - 286478	240
Isleton Elementary School - 286751	158
Walnut Grove Elementary School - 287216	240
Accelerated Reader Subscription Total	1,208
Freckle ELA add-on Subject Student Subscription Total	
Walnut Grove Elementary School - 287216	175
Freckle ELA add-on Subject Student Subscription Total	175
Freckle Math Student Subscription Total	
Walnut Grove Elementary School - 287216	175
Freckle Math Student Subscription Total	175
myON Student Subscription Total	
D H White Elementary School - 281422	330
Riverview Middle School - 281424	240
Bates Elementary School - 286478	240
Isleton Elementary School - 286751	158
Walnut Grove Elementary School - 287216	240
myON Student Subscription Total	1,208
Star Early Literacy Subscription Total	
D H White Elementary School - 281422	100
Bates Elementary School - 286478	100
Isleton Elementary School - 286751	100
Walnut Grove Elementary School - 287216	100
Star Early Literacy Subscription Total	400
Star Math Subscription Total	
Walnut Grove Elementary School - 287216	175
Star Math Subscription Total	175

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone:(800) 338-4204 | Fax:(877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Star Reading Subscription Total	Quantity
D H White Elementary School - 281422	300
Riverview Middle School - 281424	250
Bates Elementary School - 286478	130
Isleton Elementary School - 286751	158
Walnut Grove Elementary School - 287216	165
Star Reading Subscription Total	1,003

Annual All Product Renaissance Platform Total	Quantity
D H White Elementary School - 281422	1
Riverview Middle School - 281424	1
Bates Elementary School - 286478	1
Isleton Elementary School - 286751	1
Walnut Grove Elementary School - 287216	1
Annual All Product Renaissance Platform Total	5

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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: June 28, 2022

Attachments: X

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 10.10

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

SUBJECT:

Request to approve the Memorandum of Understanding with Sacramento County Office of Education (SCOE) for the 2022-2023 School Year to Provide Vision, Orientation and Mobility Services at a cost not to exceed \$4,736.

BACKGROUND:

The Sacramento County Office of Education has provided Special Education services for our River Delta students with moderate to severe or emotional disabilities for the last several years. SCOE programs may be offered on a district site or in another district. SCOE will provide Vision and Orientation and Mobility services for our students who are not participating in a SCOE program.

STATUS:

The Sacramento County of Education will continue providing Special Education services for the 2022-2023 school year.

PRESENTER: Nicole Latimer, Chief Educational Services Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$4,736 paid by Special Education funds.

RECOMMENDATION:

That the Board approve the Memorandum of Understanding with Sacramento County Office of Education (SCOE) for the 2022-2023 school year at a cost not to exceed \$4,736.

Time allocated: 2 minutes

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SACRAMENTO COUNTY OFFICE OF EDUCATION
AND RIVER DELTA UNIFIED SCHOOL DISTRICT**

SPECIAL EDUCATION SERVICES

This Memorandum of Understanding (MOU) is entered into between the Sacramento County Office of Education (SCOE) and River Delta Unified School District (District) dated July 1, 2022 for reference purposes only. It sets forth the agreement between the Parties regarding the provision of services to students with moderate to severe or emotional disabilities.

TERMS

A. SCOE shall:

1. Operate special day classes for District's students with moderate to severe disabilities or emotional disturbances (Program). Program may be offered on a District site or at another district's site (School Site).
2. Allow District site staff access to SCOE occupied classrooms without prior notice to the extent that the visits are not unduly disruptive of the then occurring activity. When the Program is located at another district's site, District staff will follow school site office check-in procedures.
3. Be responsible for implementing Individual Education Programs (IEPs) under the Individuals with Disability in Education Act (IDEA). SCOE shall be responsible for conducting IEPs and assessments of students while they are enrolled in the Program, except as set forth in paragraph B.3, and shall provide copies of the same to District. The District shall be invited to send representation to all IEPs for District students.
4. Develop SCOE's Program calendar to coordinate with the annual school calendar to the extent possible.
5. Employ and supervise all SCOE staff, including certificated and classified employees, interpreters and substitutes required for the operation of the classes. SCOE shall consult with District on site-specific issues as appropriate. District may bring any staff-related concerns to the attention of the person identified in Section L (Notice) below.
6. Provide the following staff/support for classrooms serving students with moderate to severe and emotional disabilities:
 - a. A credentialed teacher for each class.
 - b. An appropriate number of para-educators in each class based upon the needs of the class, excluding staff referenced in section F.2.a below.

- c. Administrative support to each classroom.
 - d. Additional designated staff support, as needed, to each classroom that includes: Program Specialist; Language, Speech and Hearing Specialist; Vision Specialist; School Nurse; Behavior Analyst; Behavior Modification Technician, and Orientation and Mobility Specialist.
 - e. Mobility Opportunities Via Education (MOVE) program and WorkAbility program, as appropriate.
 - f. School psychologist services for the District students within the Program.
7. Provide Related Services to District students not participating in a SCOE Program as needed and as set forth in the Fiscal section below (F.2.d).
- B. District shall:
- 1. Assist with onsite supervision at School Sites, to the extent possible in the event of an emergency, when a SCOE school administrator and/or when a regular SCOE certificated employee is unavailable.
 - 2. Refer students to the Program by completing SCOE's referral form and providing all requested information. District will provide SCOE with relevant documents including academic transcripts, behavior and discipline records, IEPs, and other related documents requested by SCOE.
 - 3. Ensure that students referred to the Program have current IEPs and assessments at the time of enrollment. If a student's annual/triennial IEP or assessment is due or will become due within three months of enrollment in the Program, then the District shall hold the IEP before enrolling the student and/or conduct the assessments before enrolling the student in the Program. SCOE may agree, on a case by case basis, to allow students to enroll in the Program while assessments are pending. In this instance, the District shall be responsible for conducting the assessments.
 - 4. Continue to be the district of residence/accountability for District students attending the Program.
 - 5. District will maintain the mandatory permanent pupil record file for District students referred to the Program. SCOE will maintain folders and files for all District students enrolled in the Program, grant the District access, and provide copies of the student records at District's request. When a District student completes the Program or returns to the District, SCOE will forward all student folders, files, and enrollment information to the District.
 - 6. Provide transportation services for District students from Home to School to Home; District will bear the cost of such services.
 - 7. Refer adequate number of students to the program to maintain a viable program. By February 1, identify monthly program enrollment for the subsequent school year (2023-2024). District will be responsible for meeting this minimum enrollment number for

December 1 of the subsequent school year. To the extent referrals exceed the minimum enrollment number, students will be accepted into the program to the extent there are appropriate spots available. A large reduction in student referrals in a single school year may constitute a program transfer pursuant to Section I.

8. Provide Physical Therapy, Occupational Therapy, Adaptive Physical Education, and all other related services in accordance with any pupil's IEP except for services performed by the providers referenced in section A.6.d.

C. Emergency Services

1. The parties will communicate regularly about emergency preparedness and services (e.g., school site safety plans and drills, emergency service calls).
2. SCOE will provide each School Site administrator/office with staff emergency information, student emergency information and care plans, and relevant court orders (such as custody orders).
3. District will provide assistance to SCOE administrators and Program students during onsite emergencies to the extent District personnel are on the site and available.

D. Site-level Roles and Responsibilities.

It is expected that SCOE and District Site administrators will meet annually to collaboratively clarify the site-specific roles and responsibilities. (See Attachment A, which is attached hereto and incorporated herein).

E. Facilities:

1. District will be responsible for providing facilities (Facilities) on the School Sites as specified below. If District is not providing Facilities, the remainder of the section E will not apply.

Not Applicable – Go to section F.

2. District will be responsible for providing all utilities, custodial, and maintenance services to the Facilities. Custodial services (including supplies) will be provided at the frequency required to keep the facilities clean and sanitary consistent with the Program needs and uses.
3. District will provide all furniture and equipment that it would provide to other classrooms on the School Site unless otherwise agreed to with SCOE. SCOE will provide specialized and IEP related equipment and furniture.
4. District will provide the same internet connectivity, wireless access, and classroom telephones for the Program as it is provided to other classrooms on the School Site.
5. SCOE shall be responsible for damage to the Facilities beyond normal wear and tear caused by SCOE's use thereof. Otherwise, the school site district shall be responsible for

repairs or maintenance necessary to maintain the Facilities, including any repairs to the Facilities and any utilities and HVAC units serving the Facilities.

6. The following documents are attached hereto and incorporated by reference:

NONE

To the extent there is a conflict with the terms herein and the terms of the attached documents, the terms of the attachments will govern only with regard to Facilities.

F. Fiscal.

1. District Costs:

- a. If, after a review by the parties, it is determined that additional Instructional Aide time is required to be provided in accordance with any pupil's IEP, District shall be responsible for paying for the cost of the additional aide time. This aide time will be in addition to that provided pursuant to A.6.b.
- b. District agrees to pay SCOE the amount of zero dollars (\$ 0) per student served for the 2022-2023 school year. For purposes of determining the amount to be billed, District will be billed per student based on its December 1 student count (of the current school year) or the projected enrollment number it identified by February 1 of the prior year (pursuant to paragraph B.8), whichever is greater.
- c. The State Superintendent of Public Instruction (SPI) will transfer to SCOE the amount of ADA generated per student for the District, at the District's ADA rate calculated by the SPI pursuant to Education Code section 42238.02(d)-(f).
- d. District agrees to pay a total amount of \$ 4,736.00 for the following Related Services provided by SCOE to District students not participating in a SCOE Program (check and complete all that apply):

None

X 2.5 _____ days of Vision at \$ 571.59 _____/day

X 4.5 _____ days of Orientation and Mobility at \$ 734.83 _____/day

SCOE will provide the Related Services to the extent qualified staff is available. SCOE may provide additional days of Related Services at the daily rate upon mutual agreement of the parties.

- 2. Fiscal Revision: The terms and conditions of the agreement will be renegotiated if either of the following two events occur:
 - a. Either party suffers a significant fiscal shortfall as a result of extraordinary and/or unanticipated cost increases or funding reductions.

- b. The basic funding model for Special Education changes during the term of this Agreement.

It is the intent of the parties to negotiate any amendments to this agreement to protect both SCOE and the District from significant funding and/or expenditure changes caused by circumstances not under their respective controls.

- G. Term. This MOU is entered into and effective from July 1, 2022 through June 30, 2023.
- H. Nonrenewal of the Agreement. If either party elects not to renew this MOU, it will give prior written notice to the other party by February 1 of its intent to not to renew the agreement. Nonrenewal may constitute a program transfer pursuant to Section I.
- I. Program Transfer. If a program or services already in operation are transferred to another school district or county office of education, pursuant to Education Code section 56207, the parties will comply with applicable Education Code provisions, including sections 44903.7 and 45120.2. A program transfer will be presumed when all of the following are met:
 - 1. The proposed change involves a change in the LEA of service (i.e., the movement of students from SCOE to District).
 - 2. The change involves the movement of funding from one service provider (SCOE) to another (District).
 - 3. The change involves one or more employees who would be affected by the provisions of Education Code sections 44903.7 and 45120.2, which establish the right of certificated and classified employees to retain employment if their assignment moves to another LEA.

In addition, the program transfer process applies only in the following situations:

- 1. The transfer of an intact, identifiable class which results in the creation of a teaching position by the District and a reduction of a teaching position by SCOE. The transferred students must be residents of the District.
 - 2. The transfer of District students from several classes combine to form an intact, identifiable class or a full inclusion caseload which results in the creation of a teaching position by District and a reduction of a teaching position by SCOE.
 - 3. A program transfer process is not required when students who are served in a SCOE program matriculate and return to their district via the IEP process.
- J. Entire Agreement and Modification. This MOU constitutes the entire agreement and understanding of the parties and supersedes all previous communications, representations, or understandings, either oral or written, between the parties relating to the subject matter herein. Any changes to this MOU must be agreed to in writing by all parties.
 - K. Confidentiality. Confidential student and employee information may be exchanged between the parties for the purposes of fulfilling this agreement and providing services to the students. Each party shall be responsible for maintaining the confidentiality of employee and student data to the extent required by law. If either party fails to comply with this requirement it

shall hold the non-offending party harmless and indemnify that party for the breach of confidentiality.

- L. Notice: Any notices required to be given by the MOU or by law shall be in writing. They shall be served either personally, by mail, or email.

Any notice to SCOE shall be sent to the following address:

Sacramento County Office of Education
P.O. Box 269003
Sacramento, CA 95826-9003
Attn: Michael Kast, Executive Director of Special Education
Email: mkast@scoe.net

Any notice to District shall be sent to the following address:

River Delta Unified School District
445 Montezuma Street
Rio Vista, CA 94571-1651
Attn: Jane Cronin, Director of Special Education
Email: jcronin@rdusd.org

- M. Indemnification. Each party agrees to defend, indemnify, and hold harmless each of the other parties (including a party's directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law. Should a due process complaint be filed by any student regarding whether they were provided FAPE while placed in the programs operated by SCOE pursuant to this Agreement, SCOE will cooperate with the District in defending and contribute proportionally to defense and settlement, if any of the alleged denials of FAPE are in regard to the implementation by SCOE staff of the Student's IEP while there.

It is the intention of the parties that this section imposes on each party responsibility to the others for the acts and omissions of their respective officials, employees, representatives, agents, subcontractors and volunteers, and that the provisions of comparative fault shall apply. This provision shall survive the termination of this agreement for any claim related to this agreement.

- N. Independent Agents. This MOU is by and between independent agents and, is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.
- O. Nondiscrimination. Any service provided by the parties pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national

origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.

P. Insurance. All parties shall maintain in full force Commercial General Liability Insurance with limits of no less than \$2,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by a party to this Agreement.

Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

The undersigned represent that they are authorized representatives of the parties and hereby execute this MOU:

SIGNATURES

David W. Gordon, Superintendent
Sacramento County Office of Education

Date

Kathy Wright, Superintendent
River Delta Unified School District

Date

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 28, 2022

Attachments: X_____

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 10.11

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

SUBJECT:

Request to Approve the Independent Contract for Services Agreement with Thomas Pender to Facilitate Professional Development Training to District Staff for the 2022-2023 School Year

BACKGROUND:

Mrs. Thomas Pender joined the River Delta Unified School District (RDUSD) as an interim Vice Principal at Clarksburg Middle School and Delta High School to complete the 2021-2022 school year. During that timeframe, Mr. Pender began to serve as the facilitator of the Diversity, Equity and Injustice Committee for RDUSD. He will continue as the committee facilitator as well as provide additional professional development, district-wide in the areas of equity, diversity, inclusion and culturally responsive teaching and leadership practices as RDUSD continues its commitment to create and foster a more inclusive and equitable society, free of racism and other forms of prejudice.

STATUS:

Thomas Pender will provide facilitation and professional development services for the 2022-2023 school year. This contract is not to exceed \$40,000.

PRESENTER: Nicole Latimer, Chief Educational Services Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Not to exceed \$40,000 paid by the Educational Services fund.

RECOMMENDATION:

That the Board approves the Independent Contract for Services Agreement with Thomas Pender for the 2022-2023 school year at a cost not to exceed \$40,000.

Time allocated: 2 minute



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 Thomas Pender, 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 July 1, 2022 through June 30, 2023. 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:

Thomas Pender will provide facilitation and professional development services for the 2022-2023 school year.

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

4. \$ ___ per ___ day ___ week ___ month ___ year or \$80.00 per hour

OR

for a total cost not to exceed \$40,000.

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.

5. 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.
6. 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.
7. HOLD HARMLESS AND INDEMNIFICATION: CONSULTANT agrees to abide by the *Hold Harmless and Indemnification Agreement* attached to and made a part of this contract.

Creating Excellence To Ensure That All Students Learn

- 8. 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.
- 9. 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.

- 10. 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.

Creating Excellence To Ensure That All Students Learn

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

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 28, 2022

Attachments: X

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 10.12

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

SUBJECT:

Request to Approve Turnitin, LLC for the 2022-2023 School Year at a cost not to exceed \$4,294.50.

BACKGROUND:

We have utilized Turnitin software at Rio Vista High School, Riverview Middle School, Delta High School and Clarksburg Middle School to assist with checking for plagiarism on student work and an online platform for peer editing.

STATUS:

This is a renewal contract. We would like to continue this contract with Turnitin, LLC.

PRESENTER: Nicole Latimer, Chief Educational Services Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$4,294.50 paid by Educational Services funding

RECOMMENDATION:

That the Board approves Turnitin, LLC for the 2022-2023 school year at a cost not to exceed \$4,294.50

Time allocated: 2 minutes



Quote Details

Expiration date 8/13/2022

Prepared By Robln Gepte
 Phone (866) 816-5046 x1220
 Email rgepte@turnitin.com

Company Address Turnitin, LLC
 2101 Webster St., Suite 1800
 Oakland, CA 94612
 US

Quote Number Quote-Q-509497-1
 Institution River Delta Joint Unified School District

Contact Name Stephen Wright
 Phone (707) 374-1734
 Email swright@rdusd.org

Bill To Name River Delta Joint Unified School District
 Bill To 445 Montezuma Street
 Rio Vista, CA 94571
 US

Quotation

Product	Product Description	Annual Price	Start Date	End Date	Total
Feedback Studio Enterprise License	Turnitin Feedback Studio: Originality Checking and Feedback, campus fees and access to Draft Coach (if applicable) covering 600 seats	4,294.50	8/14/2022	8/13/2023	USD 4,294.50
		Sales Tax			
		TOTAL		USD 4,294.50	

Please Note:
 Products sold to certain states are subject to tax. Fee does not include applicable tax. Invoice will reflect applicable tax (state and local). The sales tax ultimately charged will be calculated when you are invoiced and will reflect applicable state and local taxes.
 No sales tax is charged when providing a valid exemption certificate. Please email certificate to ar@turnitin.com.

Order Instructions:
 To purchase or renew your Turnitin license, please email or fax your purchase order and a copy of this quote to Turnitin, LLC, at: orders@turnitin.com or (510) 764-7612

You may also contact us with your credit card information at (510) -764-7637 9am-5pm PST

By Accepting this quote, you agree to our general terms and conditions that are located at this URL: <http://go.turnitin.com/reg>.

Training:
 On-site or online trainings must be completed within twelve (12) months of the start of Turnitin/iThenticate service, or the expiration of the Term in which Training was licensed whichever is earlier ("Training Term Expiry"). Link to [Training Terms and Conditions](#).

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 28, 2022

Attachments: X

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 10.13

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

SUBJECT:

Request Permission to Apply for the Agricultural Incentive Grant for the 2022-2023 School Year

BACKGROUND:

This grant provides needed funds for the operation of the Delta High School and Rio Vista High School Agricultural programs.

STATUS:

This is an annual application. Board approval is needed to apply for the Agricultural Incentive Grant.

PRESENTER:

Nicole Latimer, Chief Educational Services Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: No cost to the school or the District.

RECOMMENDATION:

That the Board grants permission to apply for the Agricultural Incentive Grant for the 2022-2023 school year.

Time allocated: 2 minutes

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2022-23 APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor's Office by June 30, 2022)

Rio Vista High School

River Delta Unified

School Site

District

Please include the following items with your application:

- Eligibility Determination Sheet
- Variance Request Form (if applicable)
- Quality Criterion 12 Form (if applicable)
- Award Estimator and Budget Sheet
- List of Agriculture Teachers

Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

Signature of Authorized Agent

Authorized Agent Title

Maureen Reis

Victor Lued

Signature of Agriculture Teacher
Responsible for the Program

Signature of Principal

Contact Phone Number: _____

Date of Local Agency Board Approval: _____

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2022–23 APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor's Office by June 30, 2022)

Eligibility Determination Sheet

IN ORDER TO APPLY FOR FUNDING, YOU MUST MEET **ALL** THE QUALITY CRITERIA LISTED BELOW.

Please check each Quality Criteria you meet:

- 1. Curriculum and Instruction
- 2. Leadership and Citizenship Development
- 3. Practical Application of Occupational Skills
- 4. Qualified and Competent Personnel
- 5. Facilities, Equipment, and Materials
- 6. Community, Business, and Industry Involvement
- 7. Career Guidance
- 8. Program Promotion
- 9. Program Accountability and Planning

IF YOU CHECKED **ALL** THE REQUIRED QUALITY CRITERIA, PLEASE
CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

If you **do not** meet one or more of the criteria listed above, you may submit a Variance Request Form for each unmet criterion.

A variance is a proposed plan to bring your program into compliance with all the quality criteria listed above, prior to the following year's application.

All variances must be approved with this application in order to be eligible for funding. Non-compliance with the terms of the approved variance will result in a loss of funds.

Will you be including a formal Variance Request Form for each unmet criterion?

Yes No

IF YOU ARE REQUESTING ONE OR MORE VARIANCES, PLEASE COMPLETE A
VARIANCE REQUEST FORM FOR EACH AND CONTINUE TO THE NEXT PAGE OF
YOUR APPLICATION.

IF YOU DO NOT MEET **ALL** REQUIRED QUALITY CRITERIA LISTED ABOVE,
AND YOU ARE NOT SUBMITTING A VARIANCE REQUEST FORM

STOP

YOU ARE NOT ELIGIBLE TO APPLY FOR FUNDING THROUGH THE AGRICULTURAL
CAREER TECHNICAL EDUCATION INCENTIVE GRANT.

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2022–23 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2022)

AWARD ESTIMATOR

DATES OF PROJECT DURATION: JULY 1, 2022 TO JUNE 30, 2023

Applicant Information (please fill in the underlined fields)

Number of different agriculture teachers at site (Please attach a separate list of agriculture teachers' names):	<u>3</u>
Total number of students from the prior fiscal year R-2 Report:	<u>238</u>
Number of teachers meeting Criterion 10 (Class size - See instructions):	<u>3</u>
Number of teachers meeting Criterion 11a (Year round employment - See instructions):	<u>2</u>
Number of teachers meeting Criterion 11b (Project supervision period - See instructions):	<u>2</u>
Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)?	<u>N</u>

Award Calculations

Part 1: Based on your number of agriculture teachers at the site: (Please attach a separate list of agriculture teachers' names):	<u>\$ 5,000.00</u>
Part 2: Based on \$8.00 per member listed on the R-2 Report:	<u>\$ 1,904.00</u>
Part 3a: Based on number of teachers meeting Criterion 10:	<u>\$ 6,000.00</u>
Part 3b: Based on number of teachers meeting Criterion 11a:	<u>\$ 4,000.00</u>
Part 3c: Based on number of teachers meeting Criterion 11b:	<u>\$ 4,000.00</u>
Part 4: Based on meeting all criteria on the Quality Criterion 12 Form:	<u>\$ 0.00</u>
Total Estimated Award:	<u>\$ 20,904.00</u>

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2022–23 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2022)

Budget Sheet

Incentive grant awards must be matched for each Account Number below (4000, 5000, and 6000). Account Number 4000 requires only the subtotal be matched, but Account Numbers 5000 and 6000 must be matched by line item. A waiver of matching must be approved for any instances where matching funds do not meet or exceed Incentive Grant funds.

Amount left to Allocate: \$ 0.00

4000: Books & Supplies

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Books and Supplies	\$ 14,404.00	\$ 14,404.00
Subtotal	N/A	\$ 14,404.00	\$ 14,404.00

5000 Services and Operating Expenses, including services of consultants, staff travel, conferences, rentals, leases, repairs, and bus transportation

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Travel	\$ 3,500.00	\$ 3,500.00
2.	Rents, Leases, repairs	\$ 3,000.00	\$ 3,000.00
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Subtotal	N/A	\$ 6,500.00	\$ 6,500.00

6000 Capital Outlay, including sites, buildings, improvement of buildings, and equipment

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.			
2.			
3.			
4.			
5.			
Subtotal	N/A	\$ 0.00	\$ 0.00

Total Allocated Funds: \$ 20,904.00 \$ 20,904.00

ANNUAL FFA CHAPTER ACTIVITIES CHECK SHEET

Year 21-22 School Rio Vista High School

Must meet at least 12 areas

ACTIVITY	NUMBER OF PARTICIPANTS
----------	------------------------

Attended the following:

Greenhand Conference	
Made For Excellence Conference	
Advanced Leadership Academy	
Chapter Officer Leadership Conference	
Spring Region Meeting	2
State Leadership Conference	23
National Convention	

Submitted the following:

State Degree Application	1
American Degree Application	
Proficiency Award Application - Section	
Chapter Award Application - State	
Scholarship Application - State	

Participated in the following:

Opening and Closing Contest - Section	6
Best Informed Greenhand Contest - Section	3
Co-Op Marketing Quiz - Section	4
Creed Recitation - Section	4
Extemporaneous Speaking - Section	
Job Interview - Section	1
Impromptu Speaking - Section	
Prepared Speaking - Section	
Parliamentary Procedure - Section	
County/District Fair/Show	35
Career Development Teams (other than those identified above)	
1 Agriscience	5
2	
3	
Other Activity Above the Chapter Level (Leadership Events/Additional CDE Teams)	
1 Sectional Ice Skating	10
2 Sectional Leadership Night	8
3 Solano County Fair	3
4	
5	

TOTAL AREAS MET 13

INCENTIVE GRANT IN-SERVICE ACTIVITIES DOCUMENTATION

CRITERIA 4.B

School Year

21-22

School

Rio Vista High School

Based on the previous year's record, every agriculture teacher, teaching at least ½ time agriculture, attends a minimum of six of the following professional development activities:

Qualified and Competent Personnel

ACTIVITIES	TEACHERS NAMES							
	Reis	Lauchland	Yates					
Fall Region Meeting	x	x	x					
Region In-service Day (Road Show)	X	X	X					
Spring Region Meeting		X	X					
Section In-service	X	X	X					
Section In-service	X	X						
Section In-service		X	X					
Section In-service	X							
New Teacher Conference		X	X					
Master Teacher Conference								
Summer CATA Conference								
University AgEd Skills Week								
Professional Development **	X	X						

** Can utilize a *maximum* of two other "*Agriculturally Related*" Professional Development activities than those listed above. These must be approved by the Regional Supervisor. Explain the Professional Development:

1 Reis - Scored Proficiencies

2 Lauchland - Scored Proficiencies

3 Lauchland - Cooperating Teacher Conference

4 _____

5 _____

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2022-23 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2022)

Delta High School

School Site

River Delta Unified School District

District

Please include the following items with your application:

- Eligibility Determination Sheet
- Variance Request Form (if applicable)
- Quality Criterion 12 Form (if applicable)
- Award Estimator and Budget Sheet
- List of Agriculture Teachers

Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

Signature of Authorized Agent

Charles Van Riper

Digitally signed by Charles Van Riper
Date: 2022.06.07 13:46:33 -07'00'

Signature of Agriculture Teacher
Responsible for the Program

Authorized Agent Title

Signature of Principal

Contact Phone Number: (707) 374-1729

Date of Local Agency Board Approval: 06/28/22

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2022–23 APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor's Office by June 30, 2022)

Eligibility Determination Sheet

IN ORDER TO APPLY FOR FUNDING, YOU MUST MEET **ALL** THE QUALITY CRITERIA LISTED BELOW.

Please check each Quality Criteria you meet:

- 1. Curriculum and Instruction
- 2. Leadership and Citizenship Development
- 3. Practical Application of Occupational Skills
- 4. Qualified and Competent Personnel
- 5. Facilities, Equipment, and Materials
- 6. Community, Business, and Industry Involvement
- 7. Career Guidance
- 8. Program Promotion
- 9. Program Accountability and Planning

IF YOU CHECKED **ALL** THE REQUIRED QUALITY CRITERIA, PLEASE
CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

If you **do not** meet one or more of the criteria listed above, you may submit a Variance Request Form for each unmet criterion.

A variance is a proposed plan to bring your program into compliance with all the quality criteria listed above, prior to the following year's application.

All variances must be approved with this application in order to be eligible for funding. Non-compliance with the terms of the approved variance will result in a loss of funds.

Will you be including a formal Variance Request Form for each unmet criterion?

Yes No

IF YOU ARE REQUESTING ONE OR MORE VARIANCES, PLEASE COMPLETE A
VARIANCE REQUEST FORM FOR EACH AND CONTINUE TO THE NEXT PAGE OF
YOUR APPLICATION.

IF YOU DO NOT MEET **ALL** REQUIRED QUALITY CRITERIA LISTED ABOVE,
AND YOU ARE NOT SUBMITTING A VARIANCE REQUEST FORM

STOP

YOU ARE NOT ELIGIBLE TO APPLY FOR FUNDING THROUGH THE AGRICULTURAL
CAREER TECHNICAL EDUCATION INCENTIVE GRANT.

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2022–23 APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor's Office by June 30, 2022)

AWARD ESTIMATOR

DATES OF PROJECT DURATION: JULY 1, 2022 TO JUNE 30, 2023

Applicant Information (please fill in the underlined fields)

Number of different agriculture teachers at site (Please attach a separate list of agriculture teachers' names):	<u>2</u>
Total number of students from the prior fiscal year R-2 Report:	<u>123</u>
Number of teachers meeting Criterion 10 (Class size - See instructions):	<u>2</u>
Number of teachers meeting Criterion 11a (Year round employment - See instructions):	<u>2</u>
Number of teachers meeting Criterion 11b (Project supervision period - See instructions):	<u>2</u>
Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)?	<u>n</u>

Award Calculations

Part 1: Based on your number of agriculture teachers at the site: (Please attach a separate list of agriculture teachers' names):	<u>\$ 4,500.00</u>
Part 2: Based on \$8.00 per member listed on the R-2 Report:	<u>\$ 984.00</u>
Part 3a: Based on number of teachers meeting Criterion 10:	<u>\$ 4,000.00</u>
Part 3b: Based on number of teachers meeting Criterion 11a:	<u>\$ 4,000.00</u>
Part 3c: Based on number of teachers meeting Criterion 11b:	<u>\$ 4,000.00</u>
Part 4: Based on meeting all criteria on the Quality Criterion 12 Form:	<u>\$ 0.00</u>
Total Estimated Award:	<u>\$ 17,484.00</u>

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2022–23 APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor's Office by June 30, 2022)

VARIANCE REQUEST FORM

PLEASE NOTE: EACH CRITERION FOR WHICH A VARIANCE IS REQUESTED MUST BE COMPLETED ON A SEPARATE FORM

Variance Request for Funding Year:

Delta High School

River Delta Unified School District

School Site

District

1. Standard and criterion for which variance is requested:
Standard Number:
Criterion Number:
2. Reasons why the criterion is not being met at this time (use additional pages if needed):
3. Steps to be taken in order to meet this criterion (use additional pages if needed):

Name of Agriculture Teacher
Responsible for the Program

Signature of Agriculture
Teacher Responsible for the Program

Name of Principal

Signature of Principal

Name of Regional Supervisor

Signature of Regional Supervisor

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2022–23 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2022)

QUALITY CRITERION 12 FORM

Agricultural programs meeting all of the required Quality Criteria (Criteria 1 – 9) may qualify for an additional \$7,500 by also meeting Criterion 12.

Please check each qualifying condition you meet below.

This form, along with the appropriate verification, must be submitted with the Agricultural Career Technical Education Incentive Grant Application by the application deadline.

Number of Students on Previous Year's R-2 Report: _____

12A: Leadership and Citizenship Development

Number of activities on the approved FFA Activity list in which the local chapter participated (Must participate in at least 80 percent of the activities)

12B: Practical Application of Occupational Skills

Number of students who received the State FFA Degree (Must be at least 5 percent of the R2 number)

12C: Qualified and Professional Activities

Number of teachers who attended a minimum of five professional in-service activities (Must attach approved In-service Activities Verification Page)

12D: Community, Business, and Industry Involvement

Number of meetings held by the local Agriculture Advisory Committee (Must be at least three, with minutes attached)

Name of Agriculture Advisory Committee Chair: _____

Phone Number of Agriculture Advisory Committee Chair: _____

12E: Retention

Number of students from the 2018-19 freshman cohort who completed 3 or 4 years of Agriculture Education courses. Must be at least 30% of the 2018-19 freshman cohort

12F: Graduate Follow-Up

Number of program completers graduating last year

Number of those who graduated who are employed in agriculture, in the military, or continuing their education (must be at least 75 percent of the program completers). Attach graduate follow-up report.

INCENTIVE GRANT IN-SERVICE ACTIVITIES DOCUMENTATION

CRITERIA 4.B **School Year** 2021-2022 **School** Clarksburg-Delta

Based on the previous year's record, every agriculture teacher, teaching at least ½ time agriculture, attends a minimum of six of the following professional development activities:

Qualified and Competent Personnel

ACTIVITIES	TEACHERS NAMES							
	Neeley	Van Riper						
Fall Region Meeting	x							
Region In-service Day (Road Show)	x							
Spring Region Meeting		x						
Section In-service	x	x						
Section In-service								
Section In-service								
Section In-service								
New Teacher Conference								
Master Teacher Conference								
Summer CATA Conference	x	x						
University AgEd Skills Week								
Professional Development **	x	x						

** Can utilize a *maximum* of two other "*Agriculturally Related*" Professional Development activities than those listed above. These must be approved by the Regional Supervisor. Explain the Professional Development:

- 1 Neeley- Floral Design- met with an instructor to learn about floral designs
- 2 Neeley- Light Horse Judging- met with an instructor to learn about light horse judging/marketing cards to prepare team
- 3 Van Riper- Met with local woodcraft expert to learn about band saw adjustments, drum sander adjustments, and moisture reading in wood.
- 4 Van Riper- Toured The Old Sugar Mill and met with the winemaker to go over bottling and pre-harvest techniques for the Delta Education Vineyard.
- 5 _____

ANNUAL FFA CHAPTER ACTIVITIES CHECK SHEET

Year 21-22 School Clarksburg- Delta High School

Must meet at least 12 areas

ACTIVITY	NUMBER OF PARTICIPANTS
----------	------------------------

Attended the following:

Greenhand Conference	14
Made For Excellence Conference	8
Advanced Leadership Academy	8
Chapter Officer Leadership Conference	6
Spring Region Meeting	8
State Leadership Conference	14
National Convention	

Submitted the following:

State Degree Application	2
American Degree Application	1
Proficiency Award Application - Section	
Chapter Award Application - State	
Scholarship Application - State	

Participated in the following:

Opening and Closing Contest - Section	40
Best Informed Greenhand Contest - Section	
Co-Op Marketing Quiz - Section	
Creed Recitation - Section	2
Extemporaneous Speaking - Section	4
Job Interview - Section	4
Impromptu Speaking - Section	4
Prepared Speaking - Section	2
Parliamentary Procedure - Section	
County/District Fair/Show	55
Career Development Teams (other than those identified above)	
1 Vegetable Crops	3
2 Light Horse Judging	6
3 Grapevine Pruning	3
Other Activity Above the Chapter Level (Leadership Events/Additional CDE Teams)	
1 Yolo Section Project Competition	6
2	
3	
4	
5	

TOTAL AREAS MET 19

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 28, 2022

Attachments: X

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 10.14

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

SUBJECT:

Request to Approve the Purchase of NoRedInk for Use at Riverview Middle School for the 2022-2023 School Year at a cost to exceed \$3,150.

BACKGROUND:

NoRedInk is an online tool used for teaching grammar, usage, mechanics and style to students in 4th through 12th grade. NoRed Ink builds stronger writers through interest-based curriculum, adaptive exercises, and actionable data.

STATUS:

Riverview Middle School would like to use this program for their 7th and 8th grade students.

PRESENTER:

Nicole Latimer, Chief Educational Services Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Not to exceed \$3,150 from Educational Services funds.

RECOMMENDATION:

That the Board approves the purchase of purchase of NoRedInk for use at Riverview Middle School for the 2022-2023 school year at a cost to exceed \$3,150.

Time allocated: 2 minutes

Customer name: Riverview Middle School

Primary contact name:
Marcy Rossi

Primary contact email:
mrossi@rdusd.org

NoRedInk Remittance Address for Checks:
NoRedInk Corp.
PO Box 92507
Las Vegas, NV 89193-2507

Billing address:
525 S 2nd St
Rio Vista, California 94571
United States

Will a PO be required? (If Yes, please provide form)

Billing email:

Billing contact name:

Service start date:
08-01-2022

Service end date:
08-01-2023

Payment terms:
Upfront

Billing terms:
Net 30

SUMMARY

PRODUCT	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
NoRedInk Premium Student Licenses	NoRedInk Premium for designated number of students plus virtual, self-guided PD for all teachers.	\$15.75	200	\$3,150.00
TOTAL:				\$3,150.00

- Start date will be as stated or later pending receipt of signatures and any required documents (PO and tax exempt certificates, as applicable).
- If applicable, all unused Premium training services will expire annually on the service end date.
- Training dates can only be confirmed after order forms are signed by both parties.
- NoRedInk Premium may be unavailable for some portion of July for updates and data archives.
- If applicable, state sales tax will be added to your invoice unless proof of exemption has been received by NoRedInk prior to invoicing.

Please sign and return to: arielle@noredink.com

Contract terms: This Order Form incorporates and is subject to the Master Services Terms — collectively the “Agreement” — and constitutes a binding contract entered into by and between NoRedInk Corp. (“NoRedInk”), a Delaware corporation with its principal place of business at 548 Market Street, PMB 66984, San Francisco, CA 94105, and the entity listed below as client (“Client”). The Master Services Terms are available at: [NoRedInk Master Services Agreement](#). The Data Protection Addendum is available at: [NoRedInk Data Protection Addendum](#)

NoRedInk Corp. Signature	Riverview Middle School Signature
<p>Signature:</p> <p>Name:</p> <p>Title: Head of Customer Success</p> <p>Date:</p>	<p>Signature:</p> <p>Name:</p> <p>Title:</p> <p>Email:</p> <p>Date:</p>

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: June 28, 2022

Attachments: X

From: Victoria Turk, Principal

Item Number: 10.15

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

SUBJECT:

Request to Declare as Surplus Library Books at Rio Vista High School That Are Damaged, Duplicated, or Out-of-Date

BACKGROUND:

Library book shelves are being moved to open space in Media Center. RVHS would like to surplus library books that are damaged, duplicated, or out of date.

STATUS:

Rio Vista High School is asking approval to surplus damaged, duplicated and outdated library books.

PRESENTER:

Victoria Turk, Principal

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES: NA

RECOMMENDATION:

That the Board grants approval to surplus damaged, duplicated and outdated library books at Rio Vista High School.

Time allocated: 2 minutes

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 28, 2022

Attachments: X

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 10.16

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

SUBJECT:

Request to approve the purchase of Home Campus for Rio Vista High School and Delta High School for the 2022-2023 school year at a cost to exceed \$1,990.

BACKGROUND:

Home Campus is an online software program used to digitize athletic clearance packets. Their process saves time for parents, athletic directors and schools by eliminating paperwork and organizing it all in within the Home Campus Account. Parents/Students will create an account, fill out pertinent information and sign off on signature forms. Athletic staff will be able to review the information and clear students for participation.

STATUS:

This is a renewal contract. Home Campus will provide athletic clearances for Rio Vista High School and Delta High School.

PRESENTER: Nicole Latimer, Chief Educational Services Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$1,990 from Educational Services funds.

RECOMMENDATION:

That the Board approve the purchase of Home Campus for Rio Vista High School and Delta High School for the 2022-2023 school year at a cost to exceed \$1,990.

Time allocated: 2 minutes



Home Campus
PO Box #807
Dana Point, CA 92629
lindsay@home-campus.com

BILL TO

Rio Vista
410 S. Fourth St.
Rio Vista, CA 94571

INVOICE HC-5166

DATE 06/09/2022 TERMS Net 30

DUE DATE 07/09/2022

	QTY	RATE	AMOUNT
Basic 6/27/22 - 6/26/23	1	595.00	595.00
Athletic Clearance 6/27/22 - 6/26/23	1	400.00	400.00

HC Reference # 7078

TOTAL DUE \$995.00



Home Campus
PO Box #807
Dana Point, CA 92629
lindsay@home-campus.com

BILL TO

Delta
52810 Netherlands Ave
Clarksburg, CA 95612

INVOICE HC-5167

DATE 06/09/2022 **TERMS** Net 30

DUE DATE 07/03/2022

	QTY	RATE	AMOUNT
Basic 7/3/22 - 7/2/23	1	595.00	595.00
Athletic Clearance 7/3/22 - 7/2/23	1	400.00	400.00

HC Reference #7079

TOTAL DUE

\$995.00

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 28, 2022

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 10.17

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

SUBJECT:

Request to Approve the Subscription with Teacher Synergy, LLC for Teachers Pay Teachers (TPT) for all school sites.

BACKGROUND:

Teacher Pay Teachers (TPT) is a resource for all grade level teachers and after school program staff to use in their classroom. It provides lesson plans and ideas, as well as activities and instructions on how to use the materials. Several sites have paid for a subscription in the past.

STATUS:

TPT will coordinate with principals to offer a free professional development on how to use the site. The district is able to allow each staff member a certain amount of resources each year to ensure all staff has access to utilize what they offer.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

The annual cost is \$21,735 and the district will use COVID funding to pay for TPT.

RECOMMENDATION:

That the Board approves the subscription with Teacher Synergy LLC for all school sites.

Time allocated: 2 minutes

Company: Teacher Synergy LLC
Send Purchase Order to:
 Attn: School Purchasing Department
 PO Box 1411
 New York, NY 10276

Date Issued: 05/31/2022
Expiration Date: 07/15/2022

Send Payment to:
 Teacher Synergy LLC
 75 Remittance Drive – Department 6759
 Chicago, IL 60675-6759

SUBSCRIBER DETAILS:

Customer: River Delta Unified School District
 445 MONTEZUMA ST
 RIO VISTA, CALIFORNIA, 94571

Sales Representative	TpT Quote ID
Luke Romacker	Q029084

Account Contact:

Name: Nicole Latimer
 Email Address: nlatimer@rdusd.org

Invoicing Contact:

Name: Nicole Latimer
 Email Address: nlatimer@rdusd.org

SUBSCRIPTION DETAILS:

USERS	SERVICE TERM(S)
Up to 100	Start Date: 07/01/2022 End Date: 06/30/2023 Months: 12

SERVICE	FEE
2875 Resource Licenses Per Year + Easel + Flex Catalog	21,735.00

ADDITIONAL SERVICES:

SERVICE	LIST PRICE	DISCOUNT	PRICE
Professional Development	\$500	100%	\$0

PAYMENT TERMS:

Payment Due	Net 30 (from invoice date)
Payment Frequency*	Up Front/ Annual
Payment Method	Check
Currency	USD

*If Payment Frequency is Annual, each Term will be billed separately. Fees for the applicable Term will be invoiced at the start of the Term.

SUBTOTAL	21,735.00
Estimated Tax*	\$0.0
TOTAL	\$21735

*Sales tax ultimately charged may differ. The final sales tax amount will be calculated when an invoice is created.

Directions: If you need to reference a purchase order for this order, you can write the PO # in the box to the right and submit your signed PO with this signed Quote.

<p>Purchase Order # (if applicable, for reference only)</p>

Authorized Signature

Name: _____

Title: _____

Date: _____

Terms & Conditions:

This Quote is for the purchase of successive 12 month Service Terms (“Terms”) as indicated by. The number of Terms listed herein (collectively the “Subscription Commitment”), where each Terms includes access to the TpT School Access platform for the number of users and the number of resource licenses designated herein. The Platform Fee covers standard platform features currently available. TpT may introduce additional features available at an additional cost during the course of Subscription Commitment that Customer may be able to purchase by executing a Quote for such additional services and paying applicable fees. This Quote and your use of the TpT School Access Services is governed by our TpT School Access Subscription Terms (“Terms”) found at the following URL: <http://bit.ly/TpTSchoolAccessTerms> which Terms are incorporated by reference into this Quote and together with this Quote and our Privacy Policy form the “Agreement”. By signing this Quote, Customer agrees to be bound by this Agreement and the individual signing represents and warrants that he or she is authorized to bind Customer to the Agreement. Customer acknowledges and agrees that any reference to a purchase order in this Quote or any associated invoice is solely for Customer’s convenience in record keeping, and no such reference or any delivery of Services to Customer following any issuance of a purchase order shall be deemed as Company’s acknowledgement of or agreement to any terms or conditions associated with any such purchase order or in any way be deemed to modify, alter, supersede or supplement the Agreement. The terms and conditions of the Agreement are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions shall be binding upon Company or otherwise have any force or effect.

Empower your teachers with the resources and digital tools they need

For Greenville Independent School District with a size of up to 125 teachers, we offer these curriculum packages:

Welcome

Core

Premium

Introductory

For light supplemental curriculum support

- ✓ Unlimited access** to thousands of standards-aligned content with the **Flex Catalog**
- ✓ Access from a catalog of over 4M resources with up to **575** resource licenses (about 5 per user)
- ✓ Access to **EASEL** BY TPT with premium school features
- ✓ 30-minute professional learning session and ongoing support

Annual Payment

\$12,650

Most Popular

For deeper supplemental curriculum support

- ✓ Unlimited access** to thousands of standards-aligned content with the **Flex Catalog**
- ✓ Access from a catalog of over 4M resources with up to **1,725** resource licenses (about 15 per user)
- ✓ Access to **EASEL** BY TPT with premium school features
- ✓ 30-minute professional learning session and ongoing support

Annual Payment

\$18,400

Most Support

For expansive supplemental curriculum support

- ✓ Unlimited access** to thousands of standards-aligned content with the **Flex Catalog**
- ✓ Access from a catalog of over 4M resources with up to **2,875** resource licenses (about 25 per user)
- ✓ Access to **EASEL** BY TPT with premium school features
- ✓ 30-minute professional learning session and ongoing support

Annual Payment

\$24,150

*Department & district-wide discounts available

**Multi-year discounts available

Teachers Pay Teachers

** Unlimited access means access to these materials don't require your teachers to use a Resource License from your subscription package. Instructional use only for the duration of your subscription.

This is not an offer. This document is for informational purposes only and reflects the prices and subscriptions packages available at time it was provided. Prices and available subscription packages are subject to change and vary by school or district size. For current pricing and packages based on your school or district size, please request a quote.

For more information on TpT School Access, visit us at www.TeachersPayTeachers.com/TpTSchoolAccess.

More information about what your TpT School Access subscription includes:



NEW: Unlimited access* to standards-aligned, teacher-tested materials

With the Flex Catalog, teachers can access thousands of standards-tagged, teacher-tested printable and digital resources. Coming in July.



A library of over 4 million PreK-12 resources covering all instructional needs

Teachers use the resource licenses included in your school's subscription to unlock the TpT resources they need — including engaging resources for digital learning, special education, SEL, standards alignment, and more.



Easel by TpT: A digital learning platform with easy-to-use interactive tools

Teachers can find and create interactive, auto-graded activities and assessments that they can easily customize and assign to students. Plus, get access to premium and exclusive Easel features with a TpT School Access subscription, including LMS integrations, audio, and more.



School-wide insights and tools to collaborate

View what resources teachers have accessed and explore school-wide trends — all through your account. Understand classroom needs at a glance, and easily recommend resources to teachers.



Dedicated support

Set your teachers up for success with a free, 30-minute specialized virtual session on how to use TpT School Access. Throughout the year, you'll receive quarterly calls and ongoing support from a dedicated School Specialist to make the most of your annual subscription.

If you would like to discuss next steps for purchasing a TpT School Access subscription or have any questions about these curriculum packages, reach out to your School Specialist or Support@TpTSchoolAccess.com.

TPT **School Access**[®]

Agenda

- Introductions
- District Goals/Challenges
- TpT School Access Demo (15-20 minutes)
- Questions & Next Steps (5 minutes)



This is Paul! Our founder.

TpT Beginnings

P.S. 246

Brooklyn, NY

85%

of U.S. teachers use resources from
TpT to solve instructional challenges.

A person with long, wavy hair is seen from behind, sitting at a desk in a classroom. They are looking at a laptop screen that displays a Zoom meeting with multiple participants. The classroom is filled with rows of white desks and orange chairs. A microphone is positioned on the desk in front of the laptop. The text "We recognize that the last two years have transformed the educational landscape." is overlaid in white on the image.

We recognize that the last two years have transformed the educational landscape.

What we've heard from district administrators

- ✓ **Teachers are burnt out** and many are choosing to leave the profession altogether.
- ✓ **Students are disengaged and behind** where they need to be.
- ✓ **Schools & districts are looking for flexibility and data visibility** when it comes to their tech toolkits.
- ✓ **There are often gaps in core curriculum**, leading teachers to find supplemental resources on their own time and dime, often with little oversight.

Notes:



TPT School Access[®]

A district-wide subscription from TpT that empowers your educators with essential **teacher-tested resources** and **research-based digital tools** —
all in one place.

Content



Provide essential, ongoing support that teachers need



Fill curriculum gaps with standards-aligned, teacher-tested materials

Tools



Engage students with research-based digital tools



Unlock resources, insights, and tools, in one connected platform

A library of engaging resources administrators and teachers trust.

- ✓ Content catalogs that meet your specific instructional needs
- ✓ Resources across all subjects, PreK-12, printable and digital

The School Access Catalog

- Broad choice with 4M+ resources
- 700k standards-aligned resources
- More support for specialized subjects
- Access with resource licenses
- Available now

NEW

The Flex Catalog

- Only standards-aligned resources
- Exclusive feature of TpT School Access
- Unlimited access* to thousands of resources
- Available starting in July

*Unlimited access means access to these materials don't require your teachers to use a Resource License from your subscription package. Instructional use only for duration of your subscription.

Adapt, create, and assign engaging lessons with **Easel by TpT's** easy-to-use tools



Easel Activities are certified as research-based by Digital Promise



Tailor TpT resources to meet students' needs and add interactive elements, with premium features like audio instruction



Quickly create self-grading assessments and activities to check on student understanding



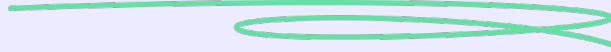
Assign activities and assessments with tools you already use, like Canvas and Google Classroom



Save time with ready-to-go resources that engage students instantly

Easel by TpT

Demo



What sets TpT School Access apart ✨



An **all-in-one offering** that combines content and tools for a seamless teacher and student experience



A breadth of **essential, trusted resources** that are aligned to standards and created by experienced educators



The **easiest way for administrators to get insight** into TpT usage and for teachers to customize, teach, and assign engaging TpT resources

TpT helps educators access high-quality, standards-aligned resources:



of teachers report that they are **better able to access quality** resources since using TpT*

of teachers say TpT makes it **easier to teach content that is aligned with state standards***

What we're hearing teachers say about TpT School Access



TpT School Access teachers are more likely to feel a positive connection with their school and less likely to be considering a job change this year**

- ✓ 85% say TpT School Access makes them feel **more supported** by their school leaders*
- ✓ 92% say TpT School Access helps them address **whole-child learning****
- ✓ 96% say their students are **more engaged** when using TpT materials compared with other materials**
- ✓ 89% say TpT School Access **saves them time** (an average of three hours/week!)***

*Source: May 2021 nationwide survey of over 2,400 teachers using TpT School Access

**Source: February 2022 nationwide survey of over 2,000 teachers using TpT and TpT School Access.

***Source: May 2020 survey of over 9,500 teachers using TpT School Access



Next steps:

CONTACT

Firstname Lastname

Firstname.Lastname@teacherspayteachers.com

Appendix

Teachers Pay Teachers

TPT School Access™

Content Library

A catalog of millions of teacher-created resources for all subjects and grade-levels



Streamlined purchasing and no out-of-pocket costs for teachers



Unlimited access to the Flex Catalog (coming soon)



Easel by TpT

Discover, create, and assign auto-graded Easel Assessments & Activities



Unlimited colors and expanded selection of fonts



LMS Integration with Canvas for Easel Activities



Audio upload & record



Integration with Canva for Education (coming soon)



Reporting

Visibility and insights into teacher utilization



License and roster management tools



Resource licenses and policies

- ✓ Includes over 4 million teacher-created resources valued up to \$15.
-

- ✓ A resource license covers one teacher's use of a resource while your school or district has an active subscription.
-

- ✓ Unlimited access* to printable and digital resources found in the Flex Catalog.

- ✓ Teachers can build a library of resources year over year as long as your school has an active subscription.
-

- ✓ Rollover any unused licenses when you renew your TpT School Access subscription.
-

- ✓ For more information, review our [TpT School Access Subscription Terms](#).

**Unlimited access means access to these materials don't require your teachers to use a Resource License from your subscription package. Instructional use only for the duration of your subscription.*

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 28, 2022

Attachments: x

From: Tammy Busch, Chief Business Officer

Item Number: 10.18

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

SUBJECT:

Request to Approve the Independent Contract For Services Agreement with DIXON SmartSchoolHouse, LLC to Provide Oversight and Assist the District in Negotiations with Developer

BACKGROUND:

The Superintendent and Chief Business Officer met with the District's partners to determine who can provide their expertise in negotiating with the developer on what is in the best interest of the district, students, and community. It was determined the District needs a contact person to coordinate in gathering disseminating information amongst the District and with the District's partners.

STATUS:

DIXON SMartSchoolHouse will collaborate with Superintendent, Chief Business Officer, and the District partners as the district moves forward with determining the needs of the District and students.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

Kathy Wright, Superintendent

COST AND FUNDING SOURCES:

Not to exceed \$25,000

RECOMMENDATION:

That the Board approves the Independent Contract for Services Agreement with DIXON SmartSchoolHouse, LLC to Provide Oversight and Assist the District in Negotiations with Developer

Time allocated: 3 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

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

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

1. TERM: The term of this agreement is from July 1, 2022 through June 30, 2023. 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:

See Attached Proposal

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

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

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

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.

Independent Contractor Agreement

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

Creating Excellence To Ensure That All Students Learn



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, _____, (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

Creating Excellence To Ensure That All Students Learn

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



RIVER DELTA UNIFIED SCHOOL DISTRICT

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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), _____ by this District to perform work as indicated below and/or per attached contract/agreement:

10. Description of Duties:

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

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

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

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

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

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

Kathy Wright, Superintendent

Date

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

Creating Excellence To Ensure That All Students Learn



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
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Attachment to Superintendent's Statement

DISTRICT'S CONFLICT-OF-INTEREST CODE

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

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

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

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

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

1/14/08

Creating Excellence To Ensure That All Students Learn

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



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CONTRACTOR INSURANCE REQUIREMENTS

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

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

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

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

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

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

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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: June 28, 2022

Attachments: x

From: Tammy Busch, Chief Business Officer

Item Number: 10.19

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

SUBJECT:

Request to Approve the Agreement with Loy Mattison Enterprises, E-Rate Consultant to Provide Assistance with the E-Rate Process in Fiscal Year 2022-23, not to exceed \$9,000.

BACKGROUND:

E-rate services are needed to assist the district navigate the complicated federal program with its application process, monitoring of discounts, maintaining mandatory records and procedures. The consultant prepares the applications, monitors the awarding period, and verifies that the district received the credits or reimbursements as stated in the agreement. The district wishes to continue to utilize the E-rate services of Loy Mattison Enterprises for fiscal year 2022-23.

STATUS:

Services are provided at a cost of \$130 per hour with a limit of \$9,000. District management and staff work closely with Loy Mattison Enterprises.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Not to exceed \$9,000 and will be paid from General Fund unrestricted.

RECOMMENDATION:

That the Board approves the agreement with Loy Mattison Enterprises, E-Rate consultant for fiscal year 2022-23.

Time allocated: 3 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

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

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

- TERM:** The term of this agreement is from July 1, 2022 through June 30, 2023. Extension or renewal requires approval of DISTRICT or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT or authorized representative.

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

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

See Attached Proposal

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

\$130.00 per hour for a total cost not to exceed \$9,000.

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

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

Independent Contractor Agreement

Page 2

- COMPLIANCE WITH LAWS:** CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.

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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

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 of 1989, Government Code Sections 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

Tammy Busch 10-7-2021
Requested By Date

Social Security Number/Federal Tax ID Number

Approval Signature Date

Address State Zip

Budget Code (Name & Coding)

Contact Phone and Email

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
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Clarksburg Elementary	Riverview School	D.H. White Elementary	Rio Vista High School	Mokelumne High School
River Delta High/Elementary School	River Delta Community Day School.....Delta Elementary Charter School			

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

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



RIVER DELTA UNIFIED SCHOOL DISTRICT

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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), _____ by this District to perform work as indicated below and/or per attached contract/agreement:

10. Description of Duties:

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

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

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

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

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

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

Kathy Wright, Superintendent

Date

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

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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: June 28, 2022

Attachments: x

From: Tammy Busch, Chief Business Officer

Item Number: 10.20

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

SUBJECT:

Request to Approve the Agreement with Ryland School Business Consulting for Fiscal Year 2022-23

BACKGROUND:

Ryland School Business Consulting (Ryland) provides financial and business officer services to the district as needed. Ryland provided an interim CBO for fiscal year 202-21 as a part of their services to the district.

STATUS:

Ryland has been instrumental in aided the district with transitional software and budget development through out 2021-22 and wishes to continue to have the option to utilize their experience and expertise for 2022-23 as needed.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Not to exceed \$5,000 and will be paid from General Fund unrestricted.

RECOMMENDATION:

That the Board approves the agreement with Ryland School Business Consultant for fiscal year 2022-23.

Time allocated: 3 minutes



SCHOOL BUSINESS SERVICES CONTRACT

This contract is made by and between STLR Corp, dba RYLAND SCHOOL BUSINESS CONSULTING (Contractor) and the RIVER DELTA JOINT UNIFIED SCHOOL DISTRICT. Contractor will provide financial and business office services (described more specifically below) as needed and directed by District staff. In consideration of the services provided, the RIVER DELTA JOINT UNIFIED SCHOOL DISTRICT will pay to Contractor hourly fees of \$175 for professional services and for travel time. All charges, including expenses, will be approved by the Superintendent of the RIVER DELTA JOINT UNIFIED SCHOOL DISTRICT. Expenses are defined as actual, out-of-pocket expenses, such as lodging, meals, telephone charges, express or overnight mail charges, etc. The District will be billed on a monthly basis for fees and expenses. The term of this contract is twelve months.

RYLAND SCHOOL BUSINESS CONSULTING will provide general financial planning and business services to RIVER DELTA JOINT UNIFIED SCHOOL DISTRICT and its districts which may include but are not limited to the following: business office assistance and training; budget development; year-end closing of the books; general financial analysis as needed for negotiations; charter school petition evaluation and fiscal viability analysis; documentation of procedures; development of financial strategies and analysis related to growth or decline; recommendations for board policy; preparation or review of short-term and long-term cash flow schedules; and presentations to the governing board.

It is expressly understood and agreed to by both parties that the Contractor, while carrying out and complying with any of the terms and conditions of this agreement, is a corporation licensed in California and not an employee of the District. This contract may be terminated by either party with 30 days' notice. In the case of early termination, RIVER DELTA JOINT UNIFIED SCHOOL DISTRICT will be entitled to completion of all work in progress at its option, and RYLAND SCHOOL BUSINESS CONSULTING will be entitled to payment in full of all expenses and fees incurred.

AGREED:

Katherine Wright, Superintendent
RIVER DELTA JOINT UNIFIED SCHOOL DISTRICT

_____ *s/ Teresa R. Ryland* _____
President
RYLAND SCHOOL BUSINESS CONSULTING

Date

Date

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: June 28, 2022

Attachments: _____

From: Katherine Wright, Superintendent

Item Number: 10.22

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

SUBJECT:

Donations

Rio Vista High School – In memory of Dennis Katsuki

Eugene Togioka
Lira's Supermarket
Leona Beaver
Dalene Sasaki
Jerry and Nadine Penick
Cheryl Apple
Richard and Kyoki Oba
Donald and Jill Birnbaum
Florence and John Inouye

BACKGROUND:

Donations to Receive and Acknowledge:

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 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: June 28, 2022

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 13

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

SUBJECT:

Request to Approve Resolution #834 Authorizing Fiscal Year 2022-23 expenditures from Education Protection Act Funds (Proposition 30)

BACKGROUND:

Voter approval in November 2012 of Proposition 30 made changes in the ongoing allocation of State financial allocations of funding to K-12 school districts. The Education Protection Act (EPA) requires that governing boards annually approve the expenditure of this portion of ongoing State funding by resolution.

In May 2018, this Board authorized the expenditure of FY 2017-18 EPA funding for employee salary and benefit expenses, excluding any administrative costs.

For the current year, FY 2022-23, our EPA award is estimated to be \$365,229.

STATUS:

Staff prepared a Resolution for Board Action to authorize EPA expenditures for FY 2022-23

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT: N/A

COST AND FUNDING SOURCES: N/A

RECOMMENDATION:

That the Board approves Resolution #834 to authorize FY 2022-23 expenditure of EPA funds in the amount of \$ 365,229 and that this information be posted on the district website in accordance with legal requirements.

Time allocated: 5 minutes

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
RIVER DELTA UNIFIED SCHOOL DISTRICT REGARDING
THE EDUCATION PROTECTION ACCOUNT – 2022-23**

RESOLUTION NO. 834

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, be it resolved, determined and ordered by the Board of Trustees of the River Delta Unified School District as follows:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of River Delta Unified School District;
2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the River Delta Unified School District has determined to spend the monies received from the Education Protection Act on current certificated teacher salaries and benefits.

PASSED AND ADOPTED this day, June 28, 2022 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

IN WITNESS WHEREOF, I, Marilyn Riley, Clerk of the Board of Trustees of the River Delta Unified School District of Sacramento County, California, certify that the foregoing is a full, true, and correct copy of Resolution No. 834 adopted by the said Board at a Regular Business meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

Marilyn Riley, Clerk
Board of Trustees
River Delta Unified School District

Date

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 28, 2022

Attachments: X _____

From: Tammy Busch, Chief Business Officer

Item Number: 14. _____

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

SUBJECT:

Consultant Proposal from Williams & Associates for State School Facility Program consulting services.

BACKGROUND:

On April 13, 2021, the Board approved Resolution #810 authorizing the filing of documents under the State School Facility Program (SFP) and the submittal of eligibility and application documents for State funding under the SFP. The documents were filed on May 25, 2021, with the Office of Public School Construction (OPSC). Although no State Bond funds are currently available, several sites have modernization eligibility and would be in line for funding when and if funds become available. In addition, funding may become available under the Career Technical Education program. There are specific submittal and approval requirements by various agencies that must be completed to capture any available funding opportunities.

STATUS:

RGM Kramer has obtained a proposal from Williams & Associates to provide consulting services to update the District facility inventory, and, prepare and submit documentation to various State agencies including OPSC and the California Department of Education (CDE) in order to preserve the opportunity to receive funding in the future for eligible projects.

PRESTENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT: Ralph Caputo, RGM Kramer

COST AND FUNDING SOURCES: Measure J & K not to exceed \$25,000.

RECOMMENDATION:

Staff recommends the Board approve the proposal from Williams & Associates for consulting services to update the District facility inventory, and, prepare and submit documentation to various State agencies including OPSC and the California Department of Education (CDE) in order to preserve the opportunity to receive funding in the future for eligible projects at a cost not to exceed \$25,000.

Time allocated: 3 minutes

June 13, 2022

Ms. Katherine Wright
Superintendent
River Delta Unified School District
445 Montezuma Street
Rio Vista, California 94571

Subject: Proposal for State School Facility Program Services

Dear Ms. Wright:

Williams & Associates, LLC is pleased to provide you with a proposal for State School Facility Program (SFP) services for the River Delta Unified School District (RDUSD).

Williams & Associates was established in 1995 and has provided services specializing in school facility planning over the last 27 years to over eighty school districts in California. With over 35 years of experience, we have worked on projects affected by Local, State, and Federal agencies including City and County Planning agencies; the California Department of Education and Office of Public School Construction. This diverse background provides our clients with the expertise to effectively coordinate their projects through the School Facilities Program's eligibility, application for funding, and closeout processes.

Please do not hesitate to contact us should you have any questions or require clarification on any aspect of this proposal. We thank you for the opportunity to submit this proposal and be considered for your District's facility funding needs.

Best regards,

MimiDene Z. Williams

MimiDene Z. Williams

Principal

Williams & Associates, LLC

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Prior Relevant Experience 5

Compensation 5

State School Facility Program Services

Executive Summary

Our team believes in partnering with the River Delta Unified School District (RDUSD) to become familiar with the district's facilities and goals, in order to provide a comprehensive approach to assisting the district in meeting those goals. We have collectively been involved in hundreds of projects throughout the State that have required numerous agency approvals, and our team brings a wealth of knowledge in how to successfully navigate projects through the various eligibility and funding stages.

We are excited to be able to provide the following assistance to the District:

- Preparation and submittal of California Department of Education (CDE) preliminary plan and final plan submittals for one (1) elementary school modernization project, and one (1) high school modernization project including preparation of the Notice of Exemption for the modernization projects under the California Environmental Quality Act (CEQA).
 - Walnut Grove Elementary School
 - Rio Vista High School
- Coordination with the school district and architects regarding the State School Facility Program (SFP) application for funding process for one (1) elementary school modernization project.
- Preparation and submittal of SFP funding applications for Modernization and supplemental information to the OPSC for one (1) elementary school modernization project including coordination of additional information requests from the OPSC during application processing.
 - Walnut Grove Elementary School
- Update District Facility Inventory at each school site in coordination with RGM Kramer, Inc.
- Meeting with District staff, architectural team, and State agencies.
- Attending Board and district committee meetings, when necessary.
- Providing updates and advice on the State program when requested.

Firm Information

Williams & Associates, LLC is a limited liability company that was established in 1995, and has provided services specializing in school facility planning over the last 27 years to over eighty school districts in California. With over 35 years of experience, we have worked on projects affected by Local, State, and Federal agencies including City and County Planning agencies; the California Department of Education and Office of Public School Construction. This diverse background provides our clients with the expertise to effectively coordinate their projects through the School Facilities Program's eligibility, application for funding, and closeout processes. We believe in approaching our clients as though we are extensions to the district's staff. We work collaboratively with the district's facilities team, whether they are district staff or district consultants, to ensure that we thoroughly understand the district's needs. Knowing the district's needs and goals allows our team the ability to create successful strategies to meet those needs in the most efficient manner possible.

In order to prepare successful funding strategies, we will work alongside district staff to gather relevant information. When necessary, we will request verification of data gathered by our team, to ensure proper preparation of document forms and reports.

Our primary team consists of MimiDene Williams of Williams & Associates, and two support staff.

MimiDene will lead efforts to gather necessary information for inclusion in the various facility analyses, including meeting with district staff and consultants to visit sites and document previously prepared facility documents. The support staff will prepare the primary analysis for calculation of eligibility in various facility programs, and preparation of agency forms and/or documents. MimiDene will be available to present any necessary information to district personnel, committees, or to the district's governing board.

MimiDene Williams, Principal

Ms. Williams has been assisting school districts throughout the state for over 35 years with their school facility needs.

From January, 1987 and the subsequent two and one-half years, she initiated her career into the school facilities arena with the Office of Local Assistance, now known as Office of Public School Construction, where she was responsible for all construction and modernization projects for San Diego and Imperial Counties.

For the next three and one half years, MimiDene was the Director of School Facilities Planning for the El Dorado County Office of Education. In this capacity she coordinated virtually all the projects for the school districts in El Dorado County that were seeking state funding for schools.

From July, 1993 through June, 1995, MimiDene was the Director of School Planning for the architectural firm Murray & Downs, A.I.A. Inc. located in Placerville, California.

Beginning in July, 1995, MimiDene Williams formed the company Williams & Associates specializing in school facility planning. Over the last 27 years, the firm has provided assistance to over eighty school districts in California working on projects affected by Local, State, and Federal agencies including City and County Planning agencies; the California Department of Education; Office of Public School Construction; Division of the State Architect; Department of Toxic Substance Control; California Coastal Commission; and the Tahoe Regional Planning Agency. This diverse background provides clients with the experience to effectively coordinate their projects through the State School Facilities Program's eligibility, application for funding, and closeout process.

Ms. Williams has a B.S. in Business Administration from California State University, Sacramento and holds a certificate in Educational Facilities Planning from the University of California, Davis.

Our team is unique in that MimiDene Williams and staff have worked directly for the Office of Public School Construction (and the Office of Local Assistance, as OPSC was previously named). Because our team is so familiar with this agency and has so many positive working relationships with the current agency employees, we are able to provide very first-hand knowledge of the intricacies of the facility programs. This creates advantages to your district, in the application of direct experience and the breadth of knowledgeable strategies that we are able to share with the district when preparing applications and creating strategies for successful funding.

We regularly attend workshops, monthly meetings and training provided through the Coalition of Adequate School Housing (CASH). We also regularly attend State Allocation Board meetings to keep abreast of changes to the regulations and policies associated with school facility funding.

CONTACT INFORMATION

FIRM NAME	Williams & Associates, LLC
PRINCIPAL	MimiDene Williams, Principal Williams & Associates, LLC P.O. Box 2125 Placerville, CA 95667 530.906.6690 Phone mimidene@williams-assoc.com

Prior Relative Experience

School District & Address	Contact / Title / Email	Phone Number
Nevada Joint Union High School District 11645 Ridge Road Grass Valley, CA 95945	Brett McFadden Superintendent bmfadden@njuhsd.com	(831) 539-9610
Redwood City School District 2565 Goodwin Avenue Redwood City, CA 94061	Donald Dias Bond Program Director ddias@rcsdk8.net	(650) 670-2943
Sonoma County Office of Education 5340 Skylane Boulevard Santa Rosa, CA 95403	Steven D. Herrington, Ph.D. Sonoma County Superintendent of Schools sherrington@scoe.org	(707) 524-2603

Compensation

Should the RDUSD wish to retain our team for the aforementioned services, we would request that services be billed on an hourly basis, at a rate of \$180 per hour, for a Not-to-Exceed amount of \$25,020.

Additional Costs

The District shall pay and reimburse any direct costs (such as travel, special printing fees and mailing costs), when such expenses are incurred at the request and approval of the District.



SCHOOL FACILITIES CONSULTANT AGREEMENT

**BETWEEN
RIVER DELTA UNIFIED SCHOOL DISTRICT
AND
WILLIAMS & ASSOCIATES, LLC**

This agreement is made by and between RIVER DELTA UNIFIED SCHOOL DISTRICT, herein referred to as the Client, and WILLIAMS & ASSOCIATES, LLC, herein referred to as the Consultant. For the remuneration stipulated, the Consultant shall:

1. Assist Client with a review of district eligibility, application and funding issues in support of state applications. Provide technical assistance to the Client, monitor the application(s) through the Office of Public School Construction, and make recommendations to accelerate the State's approval process for the Client's projects.
2. Provide documentation to the Client of services provided.

A fee of \$180.00 per hour shall be charged the Client, not to exceed \$25,020, for the aforementioned services under Item 1 and 2 above. Travel time will be charged at regular hourly rates, for actual time involved.

The Client shall pay and reimburse any direct costs, travel, meals, and lodging, when such expenses are incurred at the request of the Client. All such claims shall be authorized by the Client prior to the Consultant incurring the expense, to be reimbursable under this agreement.

The Client shall furnish to the Consultant all information in its possession as necessary to complete the designated tasks. It is understood that the Consultant shall function as an independent contractor without authority to obligate the Client for any indebtedness or other commitments without the Client's approval.

The undersigned understands that the Consultant cannot control the processes of the applicable Local, State, or Federal agencies in reviewing and approving any Client application request. The Consultant will use its best efforts to assist the Client to obtain approval of the Client's application but cannot guarantee a favorable result on the Clients application.

This agreement shall be effective from July 1, 2022 through June 30, 2023. This agreement may be terminated by either party upon 30 days written notice.

WILLIAMS & ASSOCIATES, LLC

RIVER DELTA UNIFIED SCHOOL DISTRICT

MimiDene Z. Williams

6/13/2022

MimiDene Z. Williams, Principal

Date

Katherine Wright, Superintendent

Date

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 28, 2022
From: Business Office

Attachments: X
Item Number: 15

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

SUBJECT:

Request the Board Authorize Warren Consulting Engineers, Inc. to provide Land Surveying Services for the Rio Vista High School New Classrooms, Riverview Student Drop-off & Accessibility and Delta/Clarksburg Cafeteria Modernization Projects.

BACKGROUND:

On August 10, 2021 a Request for Proposal for Land Surveying Services was issued. Several qualified firms submitted proposals. Land Surveying is an important step in the design process because it provides a map which shows land contours, vegetation and utilities. We received cost proposals from two (2) firms. Staff is recommending the selection of Warren Consulting Engineers, Inc. because their proposals include the full scope of the work including utility locating, boundary survey and title report. Please see the attached comparison summary. The project budget for these projects were approved at the May 10, 2022 Board meeting and these proposals are within the approved budgets.

STATUS:

Staff recommends authorization of Warren Consulting Engineers, Inc. to provide Land Surveying Services for the Rio Vista High School New Classroom, Riverview Student Drop-off and Accessibility and Delta/Clarksburg Cafeteria Modernization Projects.

PRESENTER: Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

Maria Denney and Ralph Caputo, RGM Kramer

COST AND FUNDING SOURCES:

Measure J not to exceed \$10,000 for Rio Vista High School New Classroom Project. Measure J not to exceed \$11,000 for Riverview Student Drop-off and Accessibility Project. Measure K not to exceed \$6,500 for Delta/Clarksburg Cafeteria Modernization Project

RECOMMENDATION: Staff recommends:

- (1) the Board approve the WCE land surveying proposal for RVHS New Classroom.
- (2) the Board approve the WCE land surveying proposal for Riverview Student Drop-off and Accessibility.
- (3) the Board approve the WCE land surveying proposal for Delta/Clarksburg Cafeteria Modernization.

Time allocated: 5 minutes

Survey Proposals Summary

Description	WCE	BKF
Rio Vista HS		
Topo Area 1	\$ 3,500	\$ 6,800
Topo Area 2	\$ 3,500	\$ 7,200
Utility Locating*	\$ 3,000	NIC
Total	\$ 10,000	\$ 14,000
Riverview MS		
Topo	\$ 3,500	\$ 5,500
Boundry Survey	\$ 3,500	NIC
Title Report	\$ 1,000	NIC
Utility Locating*	\$ 3,000	NIC
Total	\$ 11,000	\$ 5,500
DHS/CMS		
Topo	\$ 3,500	\$ 5,800
Utility Locating*	\$ 3,000	NIC
Total	\$ 6,500	\$ 5,800

*BKF's proposal includes mapping known utilities only. WCE's proposal includes using a utility locating service to locate utilities in the survey area using ground penetrating radar.



Warren Consulting Engineers, Inc.

May 26, 2022

Email: maria@mdenneyaia.com

River Delta Unified School District
C/O RGM Kramer, Inc.

RE: PROPOSAL FOR SURVEYING FOR RIO VISTA HIGH SCHOOL

Dear Maria,

We are pleased to submit for your review and consideration our proposal for land surveying and civil engineering services for the above referenced project. The civil site scope of work consists of:

1. Topographic Survey

- A. Provide a topographic survey of the project site, as noted on the attached sketch.
- B. Refer to attached checklist for items to be included in survey.
- C. Ground penetrating radar and mapping of project area provided by B&B Locating and incorporated into topographic survey, in Area 1 only.

Total Fee Proposed Fee:

Topographic Survey Area 1:	\$3,500.00
Topographic Survey Area 2:	\$3,500.00
Utility Locating Area 1:	<u>\$3,000.00</u>
Total Fee:	\$10,000.00

Items not included in this proposal are:

- 1) Boundary survey.
- 2) Title Reports.
- 3) Easements / Legal descriptions.
- 4) Construction staking.
- 5) Construction management services.

Billing will be monthly for work completed within that month. Payments shall be received 30 days after receipt of the invoice.

If this proposal is acceptable, please sign and return one copy.

Sincerely,

Accepted: _____

Anthony J. Tassano/tlb

Anthony J. Tassano, P.E.
AJT/tlb
22P.209

Date: _____

TOPOGRAPHIC SURVEY CHECKLIST

DATE: 05/26/22

TO: Maria Denney
PROJECT: Survey for Rio Vista High School
LOCATION: 410 S 4th Street Rio Vista, CA 94571
APN: 0049-120-0560
OWNER: River Delta Unified School District
ADDRESS: 445 Montezuma Rio Vista CA 94571

ITEMS NEEDED FROM OWNER

- 1. Title Report – **NEEDED WITH NOTICE TO PROCEED.**
- 2. Permission to Enter Site
- 3. Contact Person and Phone Number
- 4. Owner to provide as built or design drawings of existing facilities on-site if available. **NEEDED WITH NOTICE TO PROCEED**

DRAWINGS

- 5. Scale of finished drawing shall be 1" = 20'.
- 6. Finish drawing shall be a bond paper plot.
- 7. CD AutoCAD disk, 2018 Release.

ELEVATION BASIS

- 8. Based on County/City benchmark, if available.
- 9. Based on previous survey.
- 10. Assumed elevation.

BOUNDARY

- 11. Property line bearings, dimensions, reference points, and other pertinent data.
- 12. Locate and identify monuments and markers found.
- 13. Set a monument at each change in boundary course when no monument is existing, and file record survey with the County.
- 14. Indicate easements, rights of way, and encroachments on and immediately adjacent to the property.

- 15. Boundary will be as shown from record information provided by Owner.
- 16. Establish two temporary benchmarks within the area surveyed.

TOPOGRAPHY

- 17. Contour interval shall be 1 foot, in nonpervious areas.
- 18. Point elevation grid interval shall be 25 feet, approximate.
- 19. Indicate special point elevations as may be required to provide complete land surface picture (i.e., high points, swales, etc.).
- 20. Indicate surface water conditions including ditches, drainage channels, ponds, and natural courses.
- 21. Other: _____

PLANIMETRIC

- 22. Location and floor elevation of all permanent structures, at all exterior doors.
- 23. Location and floor elevation of all permanent structures, at all exterior doors at building elevation.
- 24. Indicate miscellaneous walks, roads, structures, paving, fences, etc.
- 25. Show individual trees with diameters larger than 4 inches. If trees are numerous, indicate perimeter of dripline.
- 26. Ground elevation at tree trunk.
- 27. Indicate tree dripline, ground elevation at four quadrants of tree dripline.
- 28. Indicate tree dripline, no ground elevation.
- 29. Show location and elevation of frontage improvements, such as curbs, gutters, walks, and edge of paving for entire street frontage within project area.
- 30. Show frontage improvements across street from property frontage. Show above ground utilities and elevation of top of subsurface utility Structures.

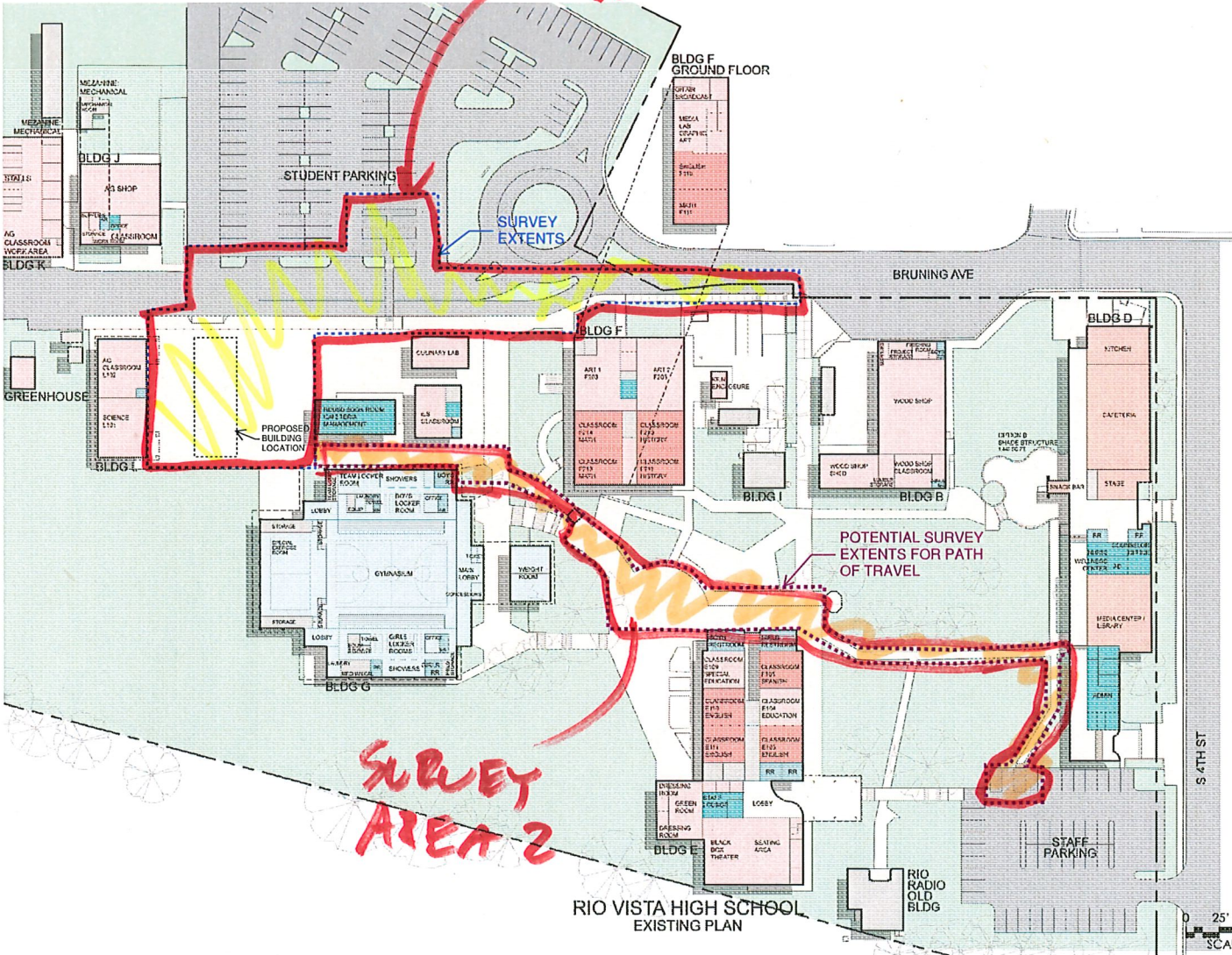
UNDERGROUND

NOTE: it is the responsibility of the Owner to provide access to and/or unbolt structures, and clean drain structures to expose pipes prior to field survey.

- 31. Indicate size, location and invert elevation of accessible subsurface piping. Conduit in utility boxes or individual vaults will not be identified.
- 32. Indicate size, location and invert elevation of subsurface piping and conduit available in existing records including abandoned lines.
- 33. Indicate size, location and type of construction of visible wells, septic tanks, pumps, basements and similar subsurface improvements, active or abandoned.
- 34. Indicate areas of irrigation utilizing subsurface systems, showing system layout where available.
- 35. Information on subsurface improvements within street right of way as outlined in Item 29.
- 36. Information on subsurface improvements within street right of way as outlined in Item 30.
- 37. Owner to provide as built or design drawings of existing facilities on-site, if available.
- 38. Other: Area 1 only, Underground utility locating by B&B Locating using ground penetrating radar, Vivax Metrotech, Radio Detection, Magnetic Locator, Rodder and Sonde. Please note PVC irrigation lines cannot be traced as well as anything else made of PVC. Will locate metallic piping and conduit locations only. Potholing is excluded from this scope of work.
- 39. See attached sketch.
- 40. See attached material.
- 41. Direct proposal to Owner C/O RGM Kramer Inc.
- 42. Direct proposal to Owner.

Comments: _____

**SURVEY AREA 1
AND UTILITY LOCATING**



**SURVEY
AREA 2**

**RIO VISTA HIGH SCHOOL
EXISTING PLAN**

0 25' 50' 100'
SCALE: 1" = 100'-0"



Warren Consulting Engineers, Inc.

May 26, 2022

Email: maria@mdenneyaia.com

River Delta Unified School District
C/O RGM Kramer, Inc.

RE: PROPOSAL FOR SURVEYING FOR RIVERVIEW MIDDLE SCHOOL

Dear Maria,

We are pleased to submit for your review and consideration our proposal for land surveying and civil engineering services for the above referenced project. The civil site scope of work consists of:

1. Topographic Survey

- A. Provide a topographic survey of the project site, as noted on the attached sketch.
- B. Property boundary and easement information that will be added to the topographic survey.
- C. Order title report.
- D. Refer to attached checklist for items to be included in survey.
- E. Ground penetrating radar and mapping of project area provided by B&B Locating and incorporated into topographic survey.

The fee for the above scope of work:

Topographic Survey:	\$3,500.00
Boundary Survey:	\$3,500.00
Title Report:	\$1,000.00
Underground Utility Locating:	<u>\$3,000.00</u>
Total Fee:	\$11,000.00

Items not included in this proposal are:

- 1) Record of Survey.
- 2) Parcel Map.
- 3) Proposed easements, legal descriptions and exhibits.

Billing will be monthly for work completed within that month. Payments shall be received 30 days after receipt of the invoice.

If this proposal is acceptable, please sign and return one copy.

Sincerely,

Accepted: _____

Anthony J. Tassano, P.E.

Date: _____

AJT/tlb
22P.208

TOPOGRAPHIC SURVEY CHECKLIST

DATE: 05/26/22

TO: Maria Denney
PROJECT: Survey for Riverview Middle School
LOCATION: 525 s 2nd Street Rio Vista, CA 94571
APN: 0049-193-080
OWNER: River Delta Unified School District
ADDRESS: 445 Montezuma Rio Vista CA 94571

ITEMS NEEDED FROM OWNER

- 1. Title Report – **NEEDED WITH NOTICE TO PROCEED.**
- 2. Permission to Enter Site
- 3. Contact Person and Phone Number
- 4. Owner to provide as built or design drawings of existing facilities on-site if available. **NEEDED WITH NOTICE TO PROCEED**

DRAWINGS

- 5. Scale of finished drawing shall be 1" = 20'.
- 6. Finish drawing shall be a bond paper plot.
- 7. CD AutoCAD disk, 2018 Release.

ELEVATION BASIS

- 8. Based on County/City benchmark, if available.
- 9. Based on previous survey.
- 10. Assumed elevation.

BOUNDARY

- 11. Property line bearings, dimensions, reference points, and other pertinent data.
- 12. Locate and identify monuments and markers found.
- 13. Set a monument at each change in boundary course when no monument is existing, and file record survey with the County.
- 14. Indicate easements, rights of way, and encroachments on and immediately adjacent to the property.

- 15. Boundary will be as shown from record information.
- 16. Establish two temporary benchmarks within the area surveyed.

TOPOGRAPHY

- 17. Contour interval shall be 1 foot, in nonpervious areas.
- 18. Point elevation grid interval shall be 25 feet, approximate.
- 19. Indicate special point elevations as may be required to provide complete land surface picture (i.e., high points, swales, etc.).
- 20. Indicate surface water conditions including ditches, drainage channels, ponds, and natural courses.
- 21. Other: _____

PLANIMETRIC

- 22. Location and floor elevation of all permanent structures, at all exterior doors.
- 23. Location and floor elevation of all permanent structures, at all exterior doors at building elevation.
- 24. Indicate miscellaneous walks, roads, structures, paving, fences, etc.
- 25. Show individual trees with diameters larger than 4 inches. If trees are numerous, indicate perimeter of dripline.
- 26. Ground elevation at tree trunk.
- 27. Indicate tree dripline, ground elevation at four quadrants of tree dripline.
- 28. Indicate tree dripline, no ground elevation.
- 29. Show location and elevation of frontage improvements, such as curbs, gutters, walks, and edge of paving for entire street frontage within project area.
- 30. Show frontage improvements across street from property frontage. Show above ground utilities and elevation of top of subsurface utility Structures.

UNDERGROUND

NOTE: it is the responsibility of the Owner to provide access to and/or unbolt structures, and clean drain structures to expose pipes prior to field survey.

- 31. Indicate size, location and invert elevation of accessible subsurface piping. Conduit in utility boxes or individual vaults will not be identified.
- 32. Indicate size, location and invert elevation of subsurface piping and conduit available in existing records including abandoned lines.
- 33. Indicate size, location and type of construction of visible wells, septic tanks, pumps, basements and similar subsurface improvements, active or abandoned.
- 34. Indicate areas of irrigation utilizing subsurface systems, showing system layout where available.
- 35. Information on subsurface improvements within street right of way as outlined in Item 29.
- 36. Information on subsurface improvements within street right of way as outlined in Item 30.
- 37. Owner to provide as built or design drawings of existing facilities on-site, if available.
- 38. Other: Underground utility locating by B&B Locating using ground penetrating radar, Vivax Metrotech, Radio Detection, Magnetic Locator, Rodder and Sonde. Please note PVC irrigation lines cannot be traced as well as anything else made of PVC. Will locate metallic piping and conduit locations only. Potholing is excluded from this scope of work.
- 39. See attached sketch.
- 40. See attached material.
- 41. Direct proposal to Owner C/O RGM Kramer Inc.
- 42. Direct proposal to Owner.

Comments: _____



Warren Consulting Engineers, Inc.

May 26, 2022

Email: maria@mdenneyaia.com

River Delta Unified School District
C/O RGM Kramer, Inc.

RE: PROPOSAL FOR SURVEYING FOR CLARKSBURG MIDDLE SCHOOL

Dear Maria,

We are pleased to submit for your review and consideration our proposal for land surveying and civil engineering services for the above referenced project. The civil site scope of work consists of:

- 1. **Topographic Survey**
 - A. Provide a topographic survey of the project site, as noted on the attached sketch.
 - B. Refer to attached checklist for items to be included in survey.
 - C. Ground penetrating radar and mapping of project area provided by B&B Locating and incorporated into topographic survey.

Total Fee Proposed Fee:

Topographic Survey:	\$3,500.00
Utility Locating:	<u>\$3,000.00</u>
Total Fee:	\$6,500.00

Items not included in this proposal are:

- 1) Boundary survey.
- 2) Title Reports.
- 3) Easements / Legal descriptions.
- 4) Construction staking.
- 5) Construction management services.
- 6) Construction management services.

Billing will be monthly for work completed within that month. Payments shall be received 30 days after receipt of the invoice.

If this proposal is acceptable, please sign and return one copy.

Sincerely,

Accepted: _____

Anthony J. Tassano

Anthony J. Tassano, P.E.

Date: _____

AJT/tlb
22P.210

TOPOGRAPHIC SURVEY CHECKLIST

DATE: 05/26/22

TO: Maria Denney
PROJECT: Survey for Clarksburg Middle School
LOCATION: 52870 Netherlands Road, Clarksburg CA 95612
APN: 043-281-001-000
OWNER: River Delta Unified School District
ADDRESS: 445 Montezuma Rio Vista CA 94571

ITEMS NEEDED FROM OWNER

- 1. Title Report – **NEEDED WITH NOTICE TO PROCEED.**
- 2. Permission to Enter Site
- 3. Contact Person and Phone Number
- 4. Owner to provide as built or design drawings of existing facilities on-site if available. **NEEDED WITH NOTICE TO PROCEED**

DRAWINGS

- 5. Scale of finished drawing shall be 1" = 20'.
- 6. Finish drawing shall be a bond paper plot.
- 7. CD AutoCAD disk, 2018 Release.

ELEVATION BASIS

- 8. Based on County/City benchmark, if available.
- 9. Based on previous survey.
- 10. Assumed elevation.

BOUNDARY

- 11. Property line bearings, dimensions, reference points, and other pertinent data.
- 12. Locate and identify monuments and markers found.
- 13. Set a monument at each change in boundary course when no monument is existing, and file record survey with the County.
- 14. Indicate easements, rights of way, and encroachments on and immediately adjacent to the property.

- 15. Boundary will be as shown from record information provided by Owner.
- 16. Establish two temporary benchmarks within the area surveyed.

TOPOGRAPHY

- 17. Contour interval shall be 1 foot, in nonpervious areas.
- 18. Point elevation grid interval shall be 25 feet, approximate.
- 19. Indicate special point elevations as may be required to provide complete land surface picture (i.e., high points, swales, etc.).
- 20. Indicate surface water conditions including ditches, drainage channels, ponds, and natural courses.
- 21. Other: _____

PLANIMETRIC

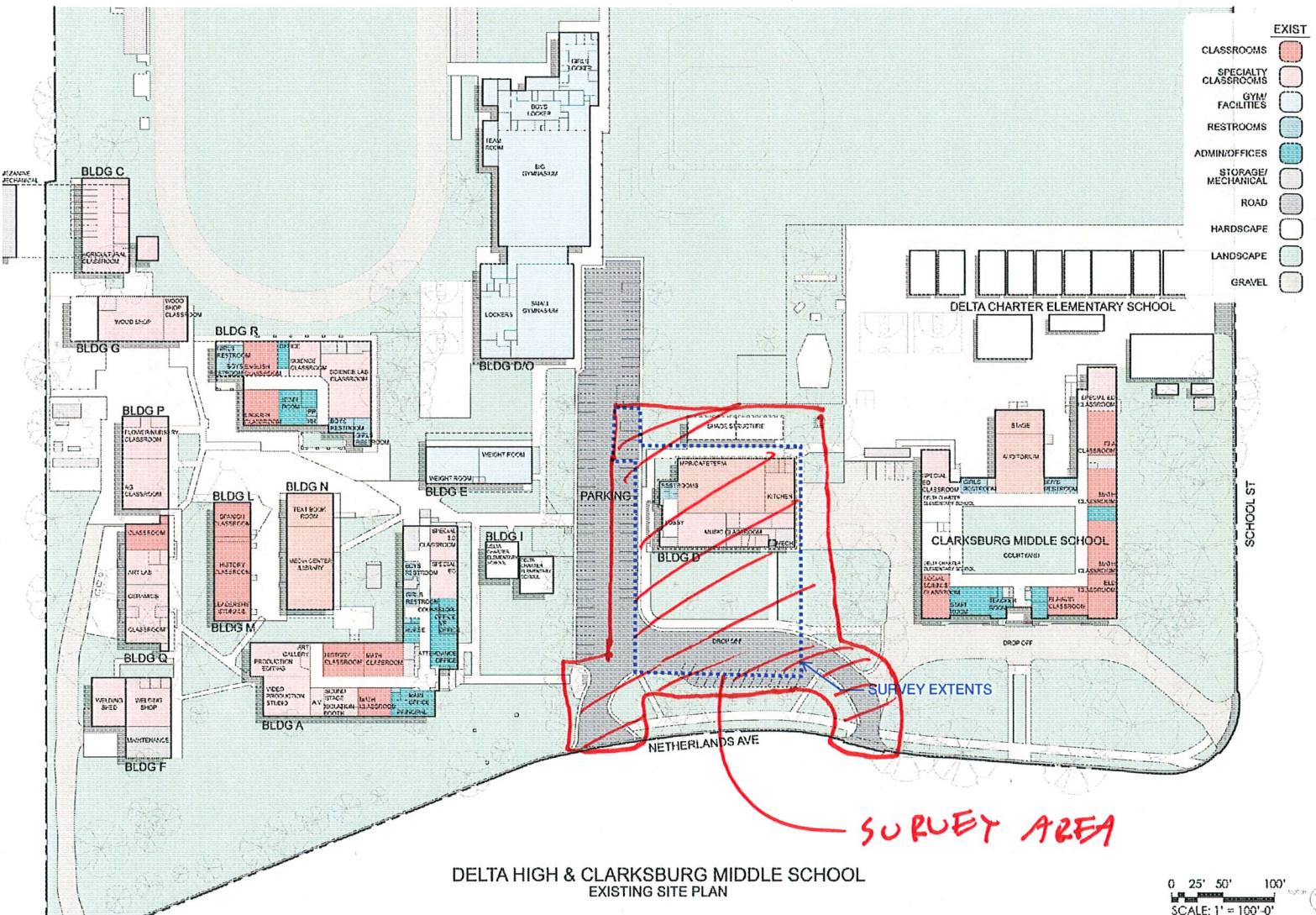
- 22. Location and floor elevation of all permanent structures, at all exterior doors.
- 23. Location and floor elevation of all permanent structures, at all exterior doors at building elevation.
- 24. Indicate miscellaneous walks, roads, structures, paving, fences, etc.
- 25. Show individual trees with diameters larger than 4 inches. If trees are numerous, indicate perimeter of dripline.
- 26. Ground elevation at tree trunk.
- 27. Indicate tree dripline, ground elevation at four quadrants of tree dripline.
- 28. Indicate tree dripline, no ground elevation.
- 29. Show location and elevation of frontage improvements, such as curbs, gutters, walks, and edge of paving for entire street frontage within project area.
- 30. Show frontage improvements across street from property frontage. Show above ground utilities and elevation of top of subsurface utility Structures.

UNDERGROUND

NOTE: it is the responsibility of the Owner to provide access to and/or unbolt structures, and clean drain structures to expose pipes prior to field survey.

- 31. Indicate size, location and invert elevation of accessible subsurface piping. Conduit in utility boxes or individual vaults will not be identified.
- 32. Indicate size, location and invert elevation of subsurface piping and conduit available in existing records including abandoned lines.
- 33. Indicate size, location and type of construction of visible wells, septic tanks, pumps, basements and similar subsurface improvements, active or abandoned.
- 34. Indicate areas of irrigation utilizing subsurface systems, showing system layout where available.
- 35. Information on subsurface improvements within street right of way as outlined in Item 29.
- 36. Information on subsurface improvements within street right of way as outlined in Item 30.
- 37. Owner to provide as built or design drawings of existing facilities on-site, if available.
- 38. Other: Underground utility locating by B&B Locating using ground penetrating radar, Vivax Metrotech, Radio Detection, Magnetic Locator, Rodder and Sonde. Please note PVC irrigation lines cannot be traced as well as anything else made of PVC. Will locate metallic piping and conduit locations only. Potholing is excluded from this scope of work.
- 39. See attached sketch.
- 40. See attached material.
- 41. Direct proposal to Owner C/O RGM Kramer Inc.
- 42. Direct proposal to Owner.

Comments: _____



May 24, 2022



River Delta Unified School District
C/) RGM Kramer, Inc.
Maria Denney, AIA
Program and Project Management
Oakland, CA
510-342-2603
maria@mdenneyaia.com
Transmitted Via Email

**Subject: Rio Vista High School, River Delta Unified School District
Land Surveying Proposal**

Dear Maria:

BKF Engineers welcomes the opportunity to submit this proposal for land surveying services associated with the Rio Vista High School project located in the City of Rio Vista, California. To arrive at the estimated effort required by our office for this project, we have outlined a proposed scope of services, identified assumptions, and determined a level of effort fee based on our understanding of the project.

I. SCOPE OF SERVICES

TASK 1: TOPOGRAPHIC SURVEY

1. **Topographic Field Survey:** BKF will provide the field work to prepare a Topographic Map for the subject property. BKF will gather available public data and plans for the site and its surrounding improvements. The topographic survey will be comprised of the following:
 - a. Field Survey - BKF will provide the field work to prepare a Topographic Map for the subject property. The limits of the topographic survey are in the attached exhibit. The topographic survey will be comprised of identified visible site features such as roadways, pavements, evidence of significant traveled ways, walls, fences, trees 6-inches and larger in diameter and visual utility infrastructure. We will obtain a succession of spot elevations to define the general terrain of the site and immediately adjacent improvements to produce mapping at a 1-foot contour interval.
 - b. Utilities - Utility infrastructure within the mapping limits, including sewer, water valves, hydrants, meter boxes, storm drain and marked utilities, if encountered during the course of our field survey, will also be identified. The basic routing, inverts and orientation of the on-site gravity utilities will be identified based on field evidence and any available plans provided if to BKF prior to commencement of the survey. If as-built drawings are not provided or are inconclusive when compared to the field evidence, only data at the dipped structures will be provided. Locating of underground pressure pipe and dry utilities is not included.
 - c. Mapping - BKF will produce the mapping in a reproducible hard copy and electronic format. The signed hardcopy Topographic Map will be an instrument of service. Electronic mapping will be

completed in an AutoCAD format and can be transferred and used by other team consultants for their work, as a courtesy.

- 1) The mapping is anticipated to be compiled at 1" = 20', and will also indicate individual spot elevations at various locations throughout the site. BKF will take a series of photographs for future reference and documentation of current field conditions encountered during the time of our survey.
- 2) The vertical control for the survey will be tied to the North American Vertical Datum of 1988 (NAVD88), unless otherwise agreed upon in writing prior to commencement of the survey.
- 3) The horizontal location and rotation of the mapping is anticipated to be on an "assumed" coordinate system otherwise agreed upon in writing prior to commencement of the survey.

OPTIONAL TASK 2: TOPOGRAPHIC SURVEY FOR PATH OF TRAVEL

1. **Topographic Field Survey:** BKF will provide the field work to prepare a Topographic Map for the subject property. BKF will gather available public data and plans for the site and its surrounding improvements. The topographic survey will be comprised of the following:
 - a. Field Survey - BKF will provide the field work to prepare a Topographic Map for the subject property. The limits of the topographic survey are in the attached exhibit. The topographic survey will be comprised of identified visible site features such as roadways, pavements, evidence of significant traveled ways, walls, fences, trees 6-inches and larger in diameter and visual utility infrastructure. We will obtain a succession of spot elevations to define the general terrain of the site and immediately adjacent improvements to produce mapping at a 1-foot contour interval.
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 - c. Mapping - BKF will produce the mapping in a reproducible hard copy and electronic format. The signed hardcopy Topographic Map will be an instrument of service. Electronic mapping will be completed in an AutoCAD format and can be transferred and used by other team consultants for their work, as a courtesy.
 - 1) The mapping is anticipated to be compiled at 1" = 20', and will also indicate individual spot elevations at various locations throughout the site. BKF will take a series of photographs for future reference and documentation of current field conditions encountered during the time of our survey.
 - 2) The vertical control for the survey will be tied to the North American Vertical Datum of 1988 (NAVD88), unless otherwise agreed upon in writing prior to commencement of the survey.



- 3) The horizontal location and rotation of the mapping is anticipated to be on an "assumed" coordinate system otherwise agreed upon in writing prior to commencement of the survey.

II. SCOPE QUALIFICATIONS AND ASSUMPTIONS

BKF Engineers' services are limited to those expressly set forth in the scope. We understand that BKF will have no other obligations or responsibilities for the project except as provided in this proposal letter, or as otherwise agreed to in writing. BKF will provide the scope of services consistent with, and limited to, the standard of care applicable to such services. Any participation in non-adversarial procedures, or other right to repair items, is considered as additional services. For the scope of work identified, we have assumed the following:

- a) **Potholing:** Potholing services are not included in this proposal unless specifically identified.
- b) **Legal Support:** If requested, BKF can participate in non-adversarial procedures that would be considered as additional services.
- c) **Mapping:** We have not included time to prepare additional items not contained in the mapping scope of work. Additional mapping services such as subdivision maps, private easement documents, quit claims, ALTA's, right of way dedications, etc. not specifically listed in this proposal are not included.
- d) **Drawings:** All drawings will be prepared in AutoCAD format. We will submit copies of all drawings in both electronic and paper format.
- e) **Building Information Modeling (BIM):** We have not included time to convert civil 3D design or existing conditions AutoCAD files into BIM model files. We have assumed all conversions will be by the architect.
- f) **Construction Staking:** These services are assumed to be contracted directly with the general contractor and are not included.
- g) **Post Construction Survey:** Preparation of post construction record documents or as-built surveys are not included.
- h) **Meetings:** We have not included attendance at regularly meetings as part of the scope of services.

III. COMPENSATION

1. BASE SCOPE OF WORK

BKF proposes to provide the services on a lump sum basis, for a fee of **\$6,800**.

BKF proposed to provide the optional services on a lump sum basis, for a fee of **\$7,200**.

In addition, please budget **\$500** for reimbursable expenses. Reimbursable expenses are anticipated for reproduction, mileage, express and messenger deliveries, and computer deliverable plots. Reimbursable expenses will be billed on a cost plus 10-percent markup basis.

For tasks requested by the owner or architect not defined in this scope of services, BKF will identify them as potential extra work. We can provide a scope and fee for these items or they may be tracked separately as extra work and billed on a time and materials per our attached rate schedule.



May 24, 2022

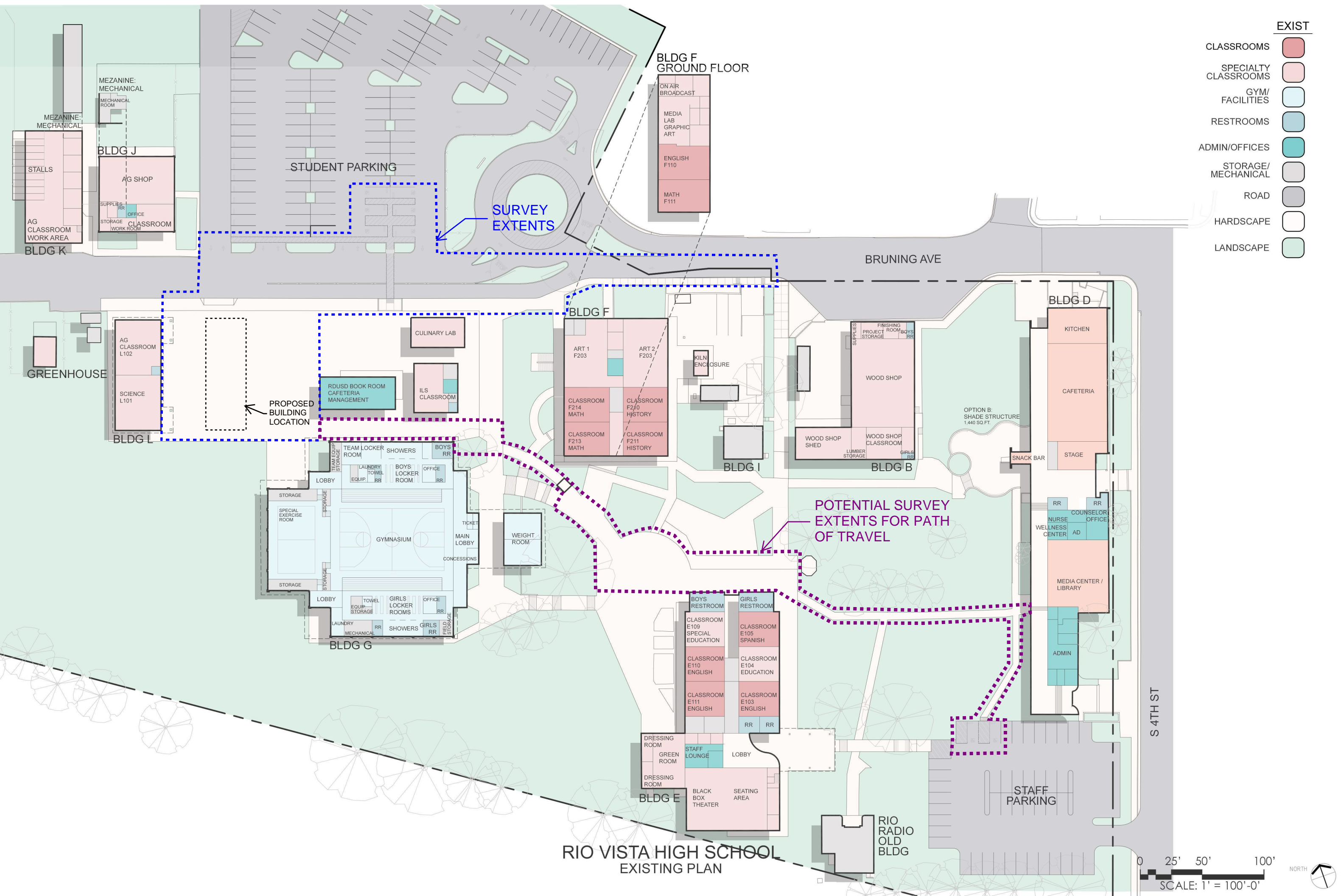
Thank you for the opportunity to present this proposal. We look forward to assisting in developing this project. Please contact me at 916-556-5804 if you have any questions regarding our scope of services.

Respectfully,
BKF Engineers

A handwritten signature in blue ink, appearing to read 'Jonathan Shattuck', is written over the printed name.

Jonathan Shattuck, PE, PLS
Associate

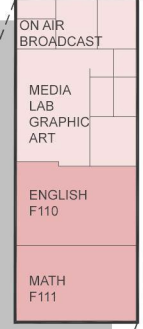




EXIST

- CLASSROOMS
- SPECIALTY CLASSROOMS
- GYM/FACILITIES
- RESTROOMS
- ADMIN/OFFICES
- STORAGE/MECHANICAL
- ROAD
- HARDSCAPE
- LANDSCAPE

BLDG F GROUND FLOOR

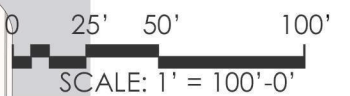


SURVEY EXTENTS

POTENTIAL SURVEY EXTENTS FOR PATH OF TRAVEL

PROPOSED BUILDING LOCATION

RIO VISTA HIGH SCHOOL
EXISTING PLAN



May 24, 2022



River Delta Unified School District
C/) RGM Kramer, Inc.
Maria Denney, AIA
Program and Project Management
Oakland, CA
510-342-2603
maria@mdenneyaia.com
Transmitted Via Email

**Subject: Riverview Middle School, River Delta Unified School District
Land Surveying Proposal**

Dear Maria:

BKF Engineers welcomes the opportunity to submit this proposal for land surveying services associated with the Riverview Middle School project located in the City of Rio Vista, California. To arrive at the estimated effort required by our office for this project, we have outlined a proposed scope of services, identified assumptions, and determined a level of effort fee based on our understanding of the project.

I. SCOPE OF SERVICES

TASK 1: TOPOGRAPHIC SURVEY

1. **Topographic Field Survey:** BKF will provide the field work to prepare a Topographic Map for the subject property. BKF will gather available public data and plans for the site and its surrounding improvements. The topographic survey will be comprised of the following:
 - a. Field Survey - BKF will provide the field work to prepare a Topographic Map for the subject property. The limits of the topographic survey are in the attached exhibit. The topographic survey will be comprised of identified visible site features such as roadways, pavements, evidence of significant traveled ways, walls, fences, trees 6-inches and larger in diameter and visual utility infrastructure. We will obtain a succession of spot elevations to define the general terrain of the site and immediately adjacent improvements to produce mapping at a 1-foot contour interval.
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- 3) The horizontal location and rotation of the mapping is anticipated to be on an "assumed" coordinate system otherwise agreed upon in writing prior to commencement of the survey.

II. SCOPE QUALIFICATIONS AND ASSUMPTIONS

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- b) **Legal Support:** If requested, BKF can participate in non-adversarial procedures that would be considered as additional services.
- c) **Mapping:** We have not included time to prepare additional items not contained in the mapping scope of work. Additional mapping services such as subdivision maps, private easement documents, quit claims, ALTA's, right of way dedications, etc. not specifically listed in this proposal are not included.
- d) **Drawings:** All drawings will be prepared in AutoCAD format. We will submit copies of all drawings in both electronic and paper format.
- e) **Building Information Modeling (BIM):** We have not included time to convert civil 3D design or existing conditions AutoCAD files into BIM model files. We have assumed all conversions will be by the architect.
- f) **Construction Staking:** These services are assumed to be contracted directly with the general contractor and are not included.
- g) **Post Construction Survey:** Preparation of post construction record documents or as-built surveys are not included.
- h) **Meetings:** We have not included attendance at regularly meetings as part of the scope of services.

III. COMPENSATION

1. BASE SCOPE OF WORK

BKF proposes to provide the services on a lump sum basis, for a fee of **\$5,500**.

In addition, please budget **\$500** for reimbursable expenses. Reimbursable expenses are anticipated for reproduction, mileage, express and messenger deliveries, and computer deliverable plots. Reimbursable expenses will be billed on a cost plus 10-percent markup basis.



May 24, 2022

For tasks requested by the owner or architect not defined in this scope of services, BKF will identify them as potential extra work. We can provide a scope and fee for these items or they may be tracked separately as extra work and billed on a time and materials per our attached rate schedule.

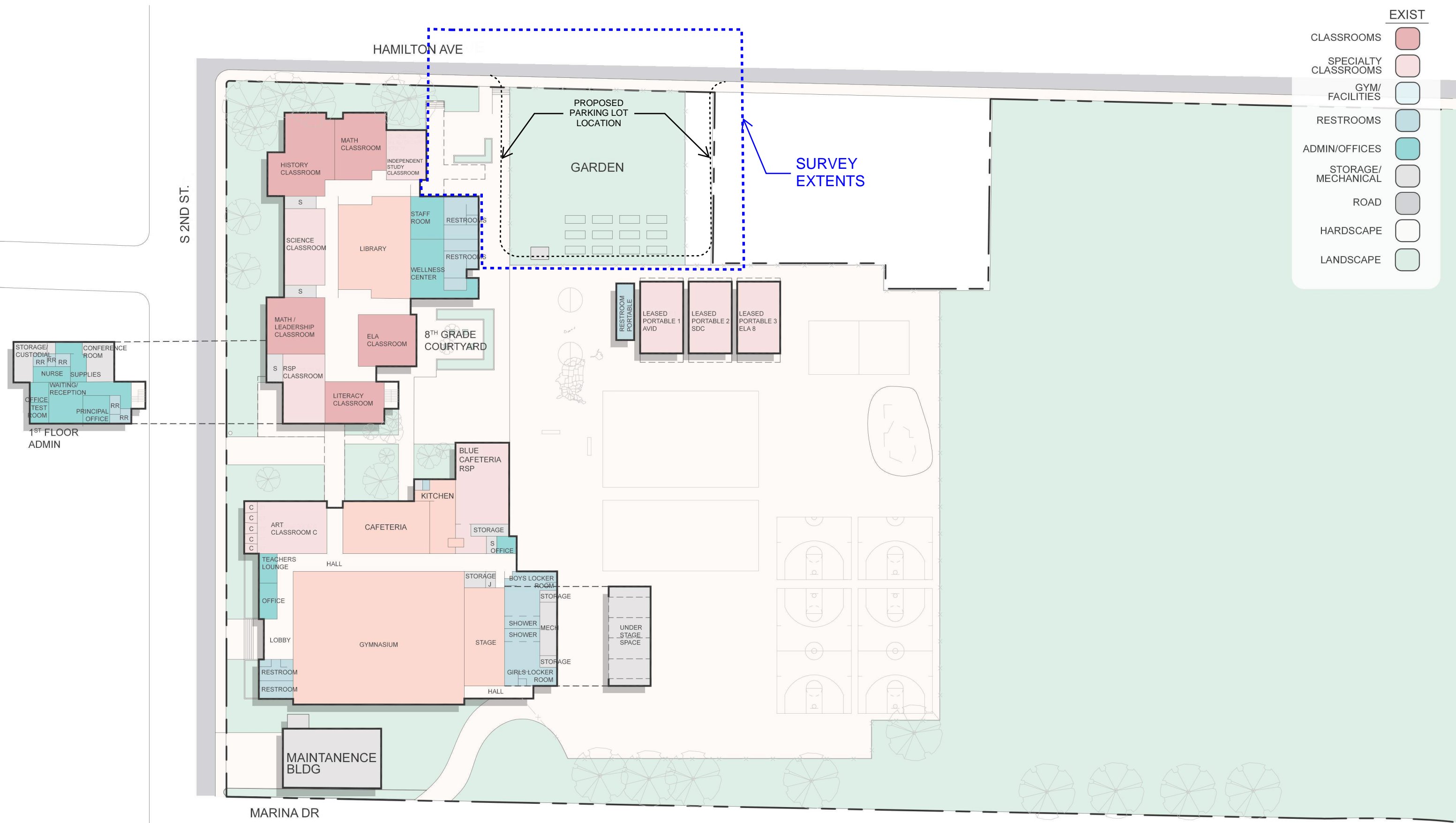
Thank you for the opportunity to present this proposal. We look forward to assisting in developing this project. Please contact me at 916-556-5804 if you have any questions regarding our scope of services.

Respectfully,
BKF Engineers

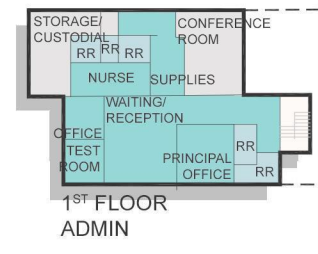


Jonathan Shattuck, PE, PLS
Associate

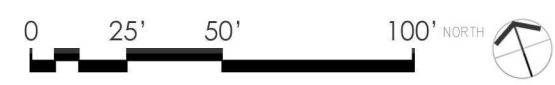




- EXIST**
- CLASSROOMS
 - SPECIALTY CLASSROOMS
 - GYM/FACILITIES
 - RESTROOMS
 - ADMIN/OFFICES
 - STORAGE/MECHANICAL
 - ROAD
 - HARDSCAPE
 - LANDSCAPE



RIVERVIEW MIDDLE SCHOOL
EXISTING CONDITIONS



May 24, 2022



River Delta Unified School District
C/) RGM Kramer, Inc.
Maria Denney, AIA
Program and Project Management
Oakland, CA
510-342-2603
maria@mdenneyaia.com
Transmitted Via Email

**Subject: Clarksburg Middle School, River Delta Unified School District
Land Surveying Proposal**

Dear Maria:

BKF Engineers welcomes the opportunity to submit this proposal for land surveying services associated with the Clarksburg Middle School project located in the City of Rio Vista, California. To arrive at the estimated effort required by our office for this project, we have outlined a proposed scope of services, identified assumptions, and determined a level of effort fee based on our understanding of the project.

I. SCOPE OF SERVICES

TASK 1: TOPOGRAPHIC SURVEY

1. **Topographic Field Survey:** BKF will provide the field work to prepare a Topographic Map for the subject property. BKF will gather available public data and plans for the site and its surrounding improvements. The topographic survey will be comprised of the following:
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- h) **Meetings:** We have not included attendance at regularly meetings as part of the scope of services.

III. COMPENSATION

1. BASE SCOPE OF WORK

BKF proposes to provide the services on a lump sum basis, for a fee of **\$5,800**.



May 24, 2022

In addition, please budget **\$500** for reimbursable expenses. Reimbursable expenses are anticipated for reproduction, mileage, express and messenger deliveries, and computer deliverable plots. Reimbursable expenses will be billed on a cost plus 10-percent markup basis.

For tasks requested by the owner or architect not defined in this scope of services, BKF will identify them as potential extra work. We can provide a scope and fee for these items or they may be tracked separately as extra work and billed on a time and materials per our attached rate schedule.

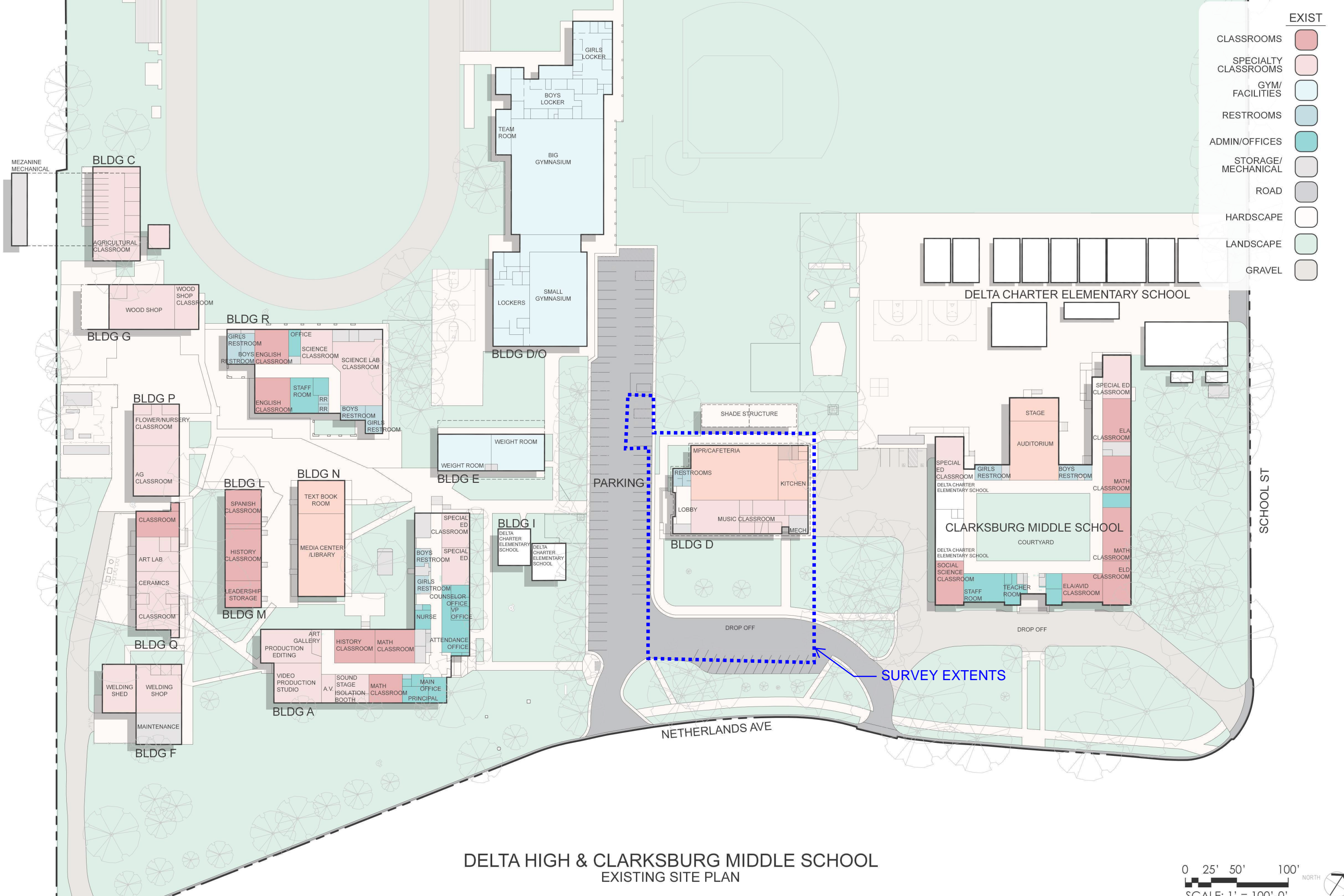
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Respectfully,
BKF Engineers



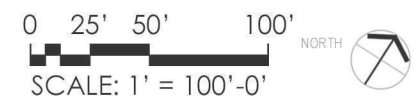
Jonathan Shattuck, PE, PLS
Associate





- EXIST**
- CLASSROOMS
 - SPECIALTY CLASSROOMS
 - GYM/FACILITIES
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 - STORAGE/MECHANICAL
 - ROAD
 - HARDSCAPE
 - LANDSCAPE
 - GRAVEL

DELTA HIGH & CLARKSBURG MIDDLE SCHOOL
EXISTING SITE PLAN



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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 28, 2022
From: Business Office

Attachments: X
Item Number: 16

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

SUBJECT:

Request the Board Authorize RGM Kramer to Continue to Provide Construction Program Management Services for the Measure J and K Facilities Bond Programs.

BACKGROUND:

On April 13, 2021 the Board approved a Program and Construction Management contract with RGM Kramer for the Measure J and K Facilities Bond Programs in the amount of \$150,000. The fee included Planning and Programming Phase in the amount of \$100,000 to prepare Requests for Proposals for professional services including architects, civil engineers, geotechnical engineers, electrical engineers, mechanical engineers, project inspectors, testing and special inspection, environmental consultants, accounting software; facilitation of interviewing and selection of professional services. Other services provided were portable analysis, masterplan development, master schedule and project list creation. Coordination of roofing and HVAC assessments are in progress and will be completed under this new proposal. The original fee also covered \$50,000 for Quick Start Projects.

This new proposal will include implementation of the masterplan and master schedule, budgeting, cost estimation, legacy closeout certification as required, and implementation of California Uniform Construction Cost Accounting Act (CUPCCAA) informal bidding.

STATUS:

Staff recommends authorization of RGM Kramer to continue to provide Program Management Services for the Measure J and K Facilities Bond Programs.

PRESENTER: Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

Maria Denney and Ralph Caputo, RGM Kramer

COST AND FUNDING SOURCES:

Measure K (24%) not to exceed \$44,360. Measure J (76%) not to exceed \$140,474.

Total contract amount is \$184,834.

RECOMMENDATION: Staff recommends:

(1) the Board approve the program management proposal.

Time allocated: 3 minutes



May 24, 2022

Ms. Tammy Busch, Chief Business Official
River Delta Unified School District
445 Montezuma Street
Rio Vista, CA 94571

Re: Measure J and K Bond Programs
Program 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 Program Management services for the Measure J and K Bond Program. This proposal is for Program Management services and does not include project specific services which will be billed separately on a lump sum basis in accordance with the Agreement and as approved by the Board.

As set forth in the Agreement, our fee will be on an hourly basis not to exceed \$184,834 for services through June 30, 2023. We estimate the Program Management cost to be \$35,484 through June 30, 2022 and \$147,850 for July 1, 2022, through June 30, 2023. The services to be provided shall be as described in the Agreement.

Please see the attached which was the basis for determining the estimated fee. The District will be invoiced monthly on an hourly basis for the actual time expended in accordance with our Agreement. 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,

A handwritten signature in blue ink, appearing to read "Ralph J. Caputo".

Ralph J. Caputo, CEO
RGM Kramer, Inc.

CC:

Kathy Wright, RDUSD
Marlin Jones, RGM Kramer, Inc.
Maria Denney, RGM Kramer, Inc.

Janice Betts, RGM Kramer, Inc.
Shireen Harris, RGM Kramer, Inc.

Corporate Office • 3230 Monument Way • Concord, CA 94518 • Phone: (925) 671-7717
4020 Moorpark Avenue, Suite 220 • San Jose, CA 95117 • Phone: (408) 246-6327
1101 College Avenue, Suite 215 • Santa Rosa, CA 95404 • Phone: (707) 575-9550

www.rgmkramer.com



Program & Construction
Management

RGMK PROJECTED FEE SCHEDULE						
TITLE	STAFF	HOURS	RATE	WEEKS	TOTALS	
Through 6/30/2022:						
Sr. Program Manager	Marlin Jones	6 Hours/week	\$ 205.00	12	\$	14,760.00
Program Manager	Maria Denney	6 Hours/week	\$ 200.00	12	\$	14,400.00
Contracts Manager (CUPCCAA)	Susan Kettlewell	1 Hours/week	\$ 147.00	12	\$	1,764.00
Admin Assistant	Shireen Harris	4 Hours/week	\$ 95.00	12	\$	4,560.00
TOTAL					\$	35,484.00
7/1/2022 through 6/30/2023						
Sr. Program Manager	Marlin Jones	6 Hours/week	\$ 205.00	50	\$	61,500.00
Program Manager	Maria Denney	6 Hours/week	\$ 200.00	50	\$	60,000.00
Contracts Manager (CUPCCAA)	Susan Kettlewell	1 Hours/week	\$ 147.00	50	\$	7,350.00
Admin Assistant	Shireen Harris	4 Hours/week	\$ 95.00	50	\$	19,000.00
TOTAL					\$	147,850.00

SUMMARY	
PROGRAM MANAGEMENT	\$ 183,334.00
REIMBURSABLE ALLOWANCE	\$ 1,500.00
TOTAL PRELIMINARY FEE PROJECTION	\$ 184,834.00

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 28, 2022

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 17

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

SUBJECT:

Request the Board Authorize Wallace Kuhl & Associates to Provide Geotechnical Engineering Services for the Rio Vista High School New Classrooms and Riverview Student Drop-off and Accessibility Projects.

BACKGROUND:

On August 10, 2021 a Request for Proposal for Geotechnical Engineering Services was issued. Several qualified firms submitted proposals. Geotechnical Engineering is an important step in the design process because the engineers take borings of the soil and analyze the soil for its structural integrity. The geotechnical engineer will prepare a report which will inform the structural engineer as to how to develop a foundation and structural system for the new building and subgrade design for the parking lot. Wallace Kuhl was the geotechnical engineer of record on the Rio Vista High School Ag Science Building as part of the last Bond measure. This prior experience provides a value to the District because new borings will not need to be drilled at RVHS for the new culinary and science classroom project.

The project budget for both projects were approved at the May 10, 2022 Board meeting and these proposals are within the approved budgets.

STATUS:

Staff recommends authorization of Wallace Kuhl & Associates to provide Geotechnical Engineering Services for the Rio Vista High School New Classroom and Riverview Student Drop-off and Accessibility Projects.

PRESENTER: Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

Maria Denney and Ralph Caputo, RGM Kramer

COST AND FUNDING SOURCES:

Measure J not to exceed \$3,500 for Rio Vista High School New Classroom Project. Measure J not to exceed \$5,000 for Riverview Student Drop-off and Accessibility Project.

RECOMMENDATION: Staff recommends:

- (1) Board approves the geotechnical proposal for RVHS New Classroom proposal.
- (2) Board approves the geotechnical proposal for Riverview Student Drop-off and Accessibility proposal.

Time allocated: 3 minutes

May 24, 2022

River Delta Unified School District
c/o RGM Kramer, Inc.

Proposal for Geotechnical Engineering Services
RIO VISTA HIGH SCHOOL NEW CLASSROOM BUILDING
410 S 4th Street
Rio Vista, California

As requested, Wallace-Kuhl & Associates (WKA) has prepared this proposal to prepare a geotechnical engineering report to support the design and construction of the proposed new classroom to be constructed at the existing Rio Vista High School campus in Rio Vista, California. In preparing this proposal we reviewed site plan provided by RGM Kramer, Inc., aerial photographs of the site, and a *Geotechnical Engineering Report* (Wallace-Kuhl & Associates [WKA], Inc. No. 5888.04; dated June 18, 2009) prepared for the Ag Tech Buildings project located just west of the site.

Project Description

We understand the project will consist of the design and construction of a new slab-on-grade classroom building. We understand the classroom building will be a single-story structure covering about 3,500 square feet in plan area and will be constructed of wood-frame or light-steel frame structures of Type II or V construction. Associated improvements will consist of exterior concrete flatwork, and underground utilities.

Scope of Services

The purposes of our work will be to evaluate the existing site, soil, and groundwater conditions across the site and provide geotechnical engineering conclusions and recommendations for the design and construction of the proposed improvements.

We anticipate the project will be under the scrutiny of the Division of the State Architect (DSA), who typically submits the geotechnical engineering report to the California Geological Survey (CGS) for geotechnical and geologic hazards review. However, DSA Interpretation of Regulations (IR) A-4 states that discrete, separate structures/buildings less than 4000 square feet in plan area, constructed of wood-frame or light-steel frame structures of Type II or V construction, and not located within Earthquake Fault or Hazard Zones are exempt from a full geologic hazards investigation and report. Based on our understanding of the project, we anticipate the new buildings will be less than 4000 square feet in plan area and the site is not

located within an Earthquake Fault or Hazard Zone. Therefore, the buildings will not require a full geologic hazards investigation and report in accordance with CGS Note 48 and the intent of our work would be to provide conclusions and recommendations satisfying the requirements of Section 1803A.5 of the 2019 California Building Code (CBC).

Based on our previous experience at the site and in the immediate vicinity, our scope of work will consist of a site reconnaissance to observe existing site conditions, review of previous subsurface exploration and laboratory testing performed at the site, and preparation of a formal geotechnical report containing:

1. a site vicinity map;
2. previous boring location plan;
3. previous logs of soil borings performed in the vicinity of the site;
4. previous laboratory test results;
5. findings regarding site, soil and groundwater conditions;
6. conclusions regarding:
 - a. 2019 CBC seismic design parameters
 - b. bearing capacity
 - c. expansive soil conditions
 - d. preliminary soil corrosivity potential
 - e. effect of groundwater on development
 - f. excavation conditions
 - g. soil suitability for use in fill construction
7. recommendations regarding:
 - a. site clearing
 - b. site preparation and fill placement
 - c. utility trench backfill
 - d. building foundation design
 - e. interior and exterior slab support
 - f. site drainage

Note that the scope of work noted above is based on previous work performed in the immediate vicinity of the site and will satisfy the requirements of the 2019 CBC based on our understanding of the scope of the project. However, additional subsurface exploration and analysis may be required if additional structures are added to the project to meet the requirements of CGS Note 48.

Schedule

We anticipate the site reconnaissance can begin within about one after receiving authorization to proceed, provided the site is accessible, and report preparation can be completed within about three weeks of receiving formal authorization to proceed.



However, preliminary information can be transmitted to the project team within several days after receiving formal authorization to proceed, if required.

Fee Estimate

We anticipate we can perform the services described above for an estimated fee of **\$3500**.

We will not exceed this fee estimate unless our work scope is revised and only after receiving authorization from your office for additional work.

Final billing for the work will be in accordance with the attached Schedule of Fees for the work accomplished. Please note these fees do not include costs related to review of project plans and specifications, environmental sampling or analysis, nor the costs associated with testing and observation services required during construction. A fee estimate for those services can be provided at a later date after more information is known about the plans and construction schedule.

Agreement

If this proposal is acceptable, please indicate so by signing one copy of the attached agreement and returning it along with one copy of this letter as our written authorization to proceed.

We appreciate the opportunity to submit this proposal and look forward to the possibility of providing you with our services. If you have any questions concerning this proposal or work scope, please contact our office.

Wallace - Kuhl & Associates



Matthew S. Moyneur

Senior Engineer

GE No. 2920, Expires 6/30/24

Attachments: Agreement for Geotechnical Engineering Services
Schedule of Fees 2022P



AGREEMENT FOR GEOTECHNICAL ENGINEERING SERVICES

THIS AGREEMENT, effective as of May 24, 2022, is by and between **River Delta Unified School District (“Client”)** and **River City Geoprosessionals, Inc., dba Wallace-Kuhl and Associates (“WKA”)**.

THE PROJECT: **RIO VISTA HIGH SCHOOL NEW CLASSROOM BUILDING**

THE PROJECT is generally described as:

Design and construction of a new classroom building at the existing Rio Vista High School campus in Rio Vista, California (“Project Site”).

THIS AGREEMENT consists of the following documents which are incorporated herein by reference:

- General Conditions for Geotechnical Engineering Services;
- **WKA’s** Geotechnical Engineering Services Proposal for letter; and,
- **WKA’s** Schedule of Fees (Exhibit A).

WKA agrees to perform the Services set forth in this Agreement and in accordance with its terms, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

<u>CLIENT:</u>	<u>WKA:</u>
Signature:	_____
Print Name:	Matthew S. Moyneur, GE _____
Title:	Senior Engineer _____
Company:	River City Geoprosessionals, Inc., dba Wallace-Kuhl and Associates (WKA) _____
Address:	3050 Industrial Boulevard _____ West Sacramento, CA 95691 _____
Date:	_____

GENERAL CONDITIONS FOR GEOTECHNICAL ENGINEERING SERVICES

1. DEFINITIONS

1.1. Contract Documents. Plans, specifications, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.

1.2. Contractor. The contractor or contractors retained to construct the Project for which **Wallace-Kuhl and Associates (WKA)** is providing Services under this Agreement.

1.3. Day(s). Calendar day(s) unless otherwise stated.

1.4. Hazardous Materials. The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

1.5. Services. The Services provided by **WKA** as set forth in this Agreement, the SCOPE OF SERVICES and any written amendment to this Agreement.

1.6. Work. The labor, materials, equipment and services required to complete the work described in the Contract Documents.

2. SCOPE OF SERVICES

WKA will perform the Services set forth in the attached SCOPE OF SERVICES.

2.1. Changes in Scope. If **WKA** provides Client with a writing confirming a change in the SCOPE OF SERVICES, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by **WKA** on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the SCOPE OF SERVICES or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 19, "Disputes."

2.2. Licenses. **WKA** will procure and maintain business and professional licenses and registrations necessary to provide its Services.

2.3. Excluded Services. **WKA's** Services under this Agreement include only those Services specified in the SCOPE OF SERVICES.

2.3.1. General. Client expressly waives any claim against **WKA** resulting from its failure to perform recommended additional Services that Client has not authorized **WKA** to perform, and any claim that **WKA** failed to perform services that Client instructs **WKA** not to perform.

2.3.2. Biological Pollutants. **WKA's** SCOPE OF SERVICES specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. **WKA's** SCOPE OF SERVICES will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that **WKA** has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless **WKA** from all claims by any third party concerning Biological Pollutants, except for damages caused by **WKA's** sole negligence.

3. PAYMENTS TO WKA

3.1. Basic Services. **WKA** will perform all Services set forth in the attached SCOPE OF SERVICES AND SCHEDULE OF FEES for the amount(s) set forth therein.

3.2. Additional Services. Any Services performed under this Agreement, except those Services expressly identified in the attached SCOPE OF SERVICES, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

3.3. Estimate of Fees. **WKA** will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by **WKA**. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that **WKA** shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

3.4. Rates. Client will pay **WKA** at the rates set forth in the attached SCHEDULE OF FEES.

3.4.1. Changes to Rates. Client and **WKA** agree that the SCHEDULE OF FEES is subject to periodic review and amendment, as appropriate to reflect **WKA's** then-current fee structure. **WKA** will give Client at least 30 days advance notice of any changes. Unless Client objects in



writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and **WKA** and Client cannot agree upon a new fee structure within 30 days after notice, **WKA** may terminate this Agreement and be compensated as set forth under Section 18, "Termination."

3.4.2. Prevailing Wages. Unless Client specifically informs **WKA** in writing that prevailing wage regulations cover the Project and the SCOPE OF SERVICES identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless **WKA** from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

3.5. Payment Timing; Late Charge. All invoices are due upon receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law. If the Client is an LLC or LLP, the person signing this agreement shall be personally responsible for payment of all invoices and late fees.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1. Level of Service. **WKA** offers different levels of Geotechnical Engineering Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of Services adequate for its purposes. Client has reviewed the SCOPE OF SERVICES and has determined that it does not need or want a greater level of Services than that being provided.

4.2. Standard of Care. Subject to the limitations inherent in the agreed SCOPE OF SERVICES as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, **WKA** will perform its Services consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the Services are performed.

4.3. No Warranty. No warranty, either express or implied, is included or intended by this Agreement.

5. ESTIMATE OF CONSTRUCTION COSTS

Client acknowledges that construction and Project development are subject to many influences that are not subject to precise forecasting and are outside of **WKA's** control. Client further acknowledges that actual costs incurred may vary substantially from the estimates prepared by **WKA** and that **WKA** does not warrant or

guaranty the accuracy of construction or development cost estimates.

6. CONSTRUCTION PHASE SERVICES

If **WKA's** SCOPE OF SERVICES includes observation and/or testing during the course of construction, **WKA** may:

6.1. Construction Observation.

6.1.1. Site Meetings & Visits. **WKA** will participate in job site meetings as requested by Client or Client's designated representative, and, unless otherwise requested by Client, visit the site at times specified in the SCOPE OF SERVICES or, if not specified in the SCOPE OF SERVICES, at intervals as **WKA** deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such observations, **WKA** may inform Client of the progress of the geotechnical aspects of the Work. Client understands that **WKA** may not be on site continuously; and, unless expressly agreed otherwise, **WKA** will not observe all of the Work.

6.1.2. Contractor's Performance. **WKA** does not, and cannot, warrant or guarantee that all of the geotechnical Work performed by Contractor meets the requirements of **WKA's** geotechnical recommendations or the plans and specifications for such geotechnical Work; nor can **WKA** be responsible for Contractor's failure to perform the Work in accordance with the plans, specifications or the recommendations of **WKA**.

6.1.3. Contractor's Responsibilities. **WKA** will not supervise, direct or have control over the Work nor will **WKA** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor for the geotechnical aspects of the Project; for safety precautions and programs incident to the Work; nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor furnishing and performing its Work.

6.1.4. Final Report. At the conclusion of Construction Phase Services, **WKA** will provide Client with a written report summarizing the tests and observations, if any, made by **WKA**.

6.2. Review of Contractor's Submittals. If included in the SCOPE OF WORK, **WKA** will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. **WKA** will review such submittals solely for general conformance with **WKA's** design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.



6.3. Tests. Tests performed by **WKA** on finished Work or Work in progress are taken intermittently and indicate the general acceptability of the Work on a statistical basis. **WKA's** tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements.

7. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

7.1. Cooperation. Assist and cooperate with **WKA** in any manner necessary and within its ability to facilitate **WKA's** performance under this Agreement.

7.2. Representative. Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

7.3. Rights of Entry. Provide access to and/or obtain permission for **WKA** to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. **WKA** will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that **WKA's** operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

7.4. Relevant Information. Supply **WKA** with all information and documents in Client's possession or knowledge which are relevant to **WKA's** Services. Client warrants the accuracy of any information supplied by it to **WKA** and acknowledges that **WKA** is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify **WKA** of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

7.5. Subsurface Structures. Correctly designate on plans to be furnished to **WKA**, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s) and be responsible for any damage inadvertently caused by **WKA** to any such structure or utility not so designated. **WKA** is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to **WKA**.

8. CHANGED CONDITIONS

If **WKA** discovers conditions or circumstances that it had not contemplated at the commencement of this

Agreement ("Changed Conditions"), **WKA** will notify Client in writing of the Changed Conditions. Client and **WKA** agree to that they will then renegotiate in good faith the terms and conditions of this Agreement. If **WKA** and Client cannot agree upon amended terms and conditions within 30 days after notice, **WKA** may terminate this Agreement and be compensated as set forth in Section 18, "Termination."

9. HAZARDOUS MATERIALS

Client understands that **WKA's** Services under this Agreement are limited to geotechnical engineering and that **WKA** has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or located during the performance of this Agreement. The existence or discovery of Hazardous Materials constitutes a Changed Condition under this Agreement.

10. CERTIFICATIONS

Client agrees not to require that **WKA** execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) **WKA** believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) **WKA** believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) **WKA** has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by **WKA** is limited to an expression of professional opinion based upon the Services performed by **WKA**, and does not constitute a warranty or guaranty, either express or implied.

11. ALLOCATION OF RISK

11.1. Limitation of Liability. The total cumulative liability of **WKA**, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "**WKA Entities**"), to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by **WKA** under this Agreement or \$50,000, whichever is greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in **WKA's** Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, **WKA** and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in **WKA's** fee, provided that they amend this Agreement in writing as provided in Section 20.



11.2. Indemnification.

11.2.1. Indemnification of Client. Subject to the provisions and limitations of this Agreement, **WKA** agrees to indemnify and hold harmless Client, its shareholders, officers, directors, and employees from and against any and all claims, suits, liabilities, damages, expenses (including reasonable attorney's fees and costs of defense), or other losses (collectively "Losses") to the extent caused by **WKA's** negligent performance of its Services under this Agreement and proportionate the degree of fault of **WKA**. Notwithstanding the foregoing, **WKA** has no immediate obligation to provide the defense of any indemnified party for claims, suits, liabilities, damages, expenses alleged to have been caused by the negligent performance of professional services performed by **WKA**. **WKA** agrees to reimburse indemnified parties their reasonable cost of defense ultimately determined by an arbiter or Court of competent jurisdiction to have been caused by **WKA's** negligent performance of professional services and proportionate to **WKA's** fault.

11.2.2. Indemnification of WKA. Client will indemnify and hold harmless **WKA Entities** from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by **WKA's** sole negligence, Client expressly agrees to defend, indemnify and hold harmless **WKA Entities** from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

11.3. Consequential Damages. Neither Client nor **WKA** will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

11.4. Continuing Agreement. The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If **WKA** provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

12. INSURANCE

12.1. WKA's Insurance. **WKA** will obtain, if reasonably available, the following coverages:

12.1.1. Statutory Workers' Compensation/Employer's Liability Insurance;

12.1.2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate;

12.1.3. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

12.1.4. Professional Liability Insurance in amounts of \$2,000,000 per claim and annual aggregate.

12.2. Contractor's Insurance. Client shall require that all Contractors and subcontractors for the Project name **WKA** as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above, and to name **WKA** and its subcontractors and subconsultants as additional insureds on the General Liability insurance.

12.3. Certificates of Insurance. Upon request, **WKA** and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required herein shall contain a waiver of subrogation.

13. OWNERSHIP AND USE OF DOCUMENTS

13.1. Client Documents. All documents provided by Client will remain the property of Client. **WKA** will return all such documents to Client upon request but may retain file copies of such documents.

13.2. WKA's Documents. Unless otherwise agreed in writing, all documents and information prepared by **WKA** or obtained by **WKA** from any third party in connection with the performance of Services, including, but not limited to, **WKA's** reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of **WKA**. **WKA** has the right, in its sole discretion, to dispose of or retain the Documents.

13.3. Use of Documents. All Documents prepared by **WKA** are solely for use by Client and will not be provided by either party to any other person or entity without **WKA's** prior written consent.

13.3.1. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

13.3.2. Use by WKA. **WKA** retains the right of ownership with respect to any patentable concepts or



copyrightable materials arising from its Services and the right to use the Documents for any purpose.

13.4. Electronic Media. WKA may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by WKA in electronic media are for informational purposes only and not as final documentation. Unless otherwise defined in the Scope of Services, WKA's electronic Documents and media will conform to WKA's standards. WKA will provide any requested electronic Documents for a 30-day acceptance period, and WKA will correct any defects reported by Client to WKA and provide one round of reasonable editorial revisions during this period. WKA makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

13.5. Unauthorized Reuse. No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without WKA's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without WKA's express prior written consent. Client waives any and all claims against WKA resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless WKA from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained Documents provided to such person or entity, published, disclosed or referred to without WKA's prior written consent.

14. SAMPLES AND CUTTINGS

14.1. Sample Retention. If WKA provides laboratory testing or analytic Services, WKA will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

14.2. Monitoring Wells. Client will take custody of all monitoring wells and probes installed during any investigation by WKA and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

15. RELATIONSHIP OF THE PARTIES

WKA will perform Services under this Agreement as an independent contractor.

16. ASSIGNMENT AND SUBCONTRACTS

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. WKA may subcontract for the services of others without obtaining Client's consent if WKA deems it necessary or desirable for others to perform certain Services.

17. SUSPENSION AND DELAYS

17.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by WKA. WKA may terminate this Agreement if Client suspends WKA's Services for more than 60 days and Client will pay WKA as set forth under Section 18, "Termination." If Client suspends WKA's Services, or if Client or others delay WKA's Services, Client and WKA agree to equitably adjust: (1) the time for completion of the Services; and (2) WKA's compensation in accordance with WKA's then current SCHEDULE OF FEES for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by WKA for demobilization and subsequent remobilization.

17.2. Liability. WKA is not liable to Client for any failure to perform or delay in performance due to circumstances beyond WKA's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, pandemics, epidemics, adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

18. TERMINATION

18.1. Termination for Convenience. WKA and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

18.2. Termination for Cause. In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party. The termination notice shall state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

18.3. Payment on Termination. Following termination other than for WKA's material breach of this Agreement, Client will pay WKA for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of



completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with **WKA's** then current SCHEDULE OF FEES.

19. DISPUTES

19.1. Mediation. All disputes between **WKA** and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice.

19.2. Precondition to Other Action. No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

19.3. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the State of California. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state and county in which the Project is located.

19.4. Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of **WKA's** Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

20. MISCELLANEOUS

20.1. Integration and Severability. This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

20.2. Modification of this Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

20.3. Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

20.4. Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

20.5. Waiver. The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

End of General Conditions



EXHIBIT A
WKA Schedule of Fees



PROFESSIONAL SERVICES

PROFESSIONAL SERVICES

Principal Engineer / Geologist	\$ 210.00	per hour
Senior Engineer / Geologist	\$ 205.00	per hour
Senior Environmental Scientist	\$ 205.00	per hour
Project Engineer / Geologist	\$ 170.00	per hour
Project Environmental Scientist	\$ 170.00	per hour
Senior Staff Engineer / Geologist	\$ 160.00	per hour
Senior Staff Environmental Scientist	\$ 160.00	per hour
Staff Engineer / Geologist	\$ 150.00	per hour
Staff Environmental Scientist	\$ 150.00	per hour
Senior Environmental Technician	\$ 125.00	per hour
Senior / Supervising Technician	\$ 125.00	per hour
Draftsperson / GIS Technician	\$ 120.00	per hour
Administrative Assistant	\$ 90.00	per hour

FIELD INVESTIGATION TESTING

Seismic Refraction Survey	\$ 205.00	per hour
Thermal Resistivity Testing	\$ 205.00	per hour
Electrical Resistivity Survey	\$ 205.00	per hour
Hand Augering/Sampling - Engineer	\$ 180.00	per hour
Photoionization Detector	\$ 210.00	per hour
Rebar Location / GPR	\$ 335.00	per hour

LITIGATION

Data Review/Consultation	\$310.00	per hour
Depositions/Expert Witness Testimony	\$425.00	per hour

EXPENSES

Vehicle Charges (<i>Subject to periodic adjustment due to fuel cost</i>)	\$0.75	per mile
Subsistence	\$90.00	per day
Lodging	Cost	
Services by Associate Firms and other outside services	Cost	plus 20%
Equipment rental, freight, special materials	Cost	plus 20%
Extra Report Copies		
Black and white versions	\$35.00	each
Color photography versions	\$45.00	each

PREMIUM CHARGES

Overtime and Saturdays	hourly rate plus	40	percent
Sunday and Holidays, and over 8 hrs on Saturday	hourly rate plus	75	percent

SHIFT DIFFERENTIAL

A 25 percent shift differential surcharge will be added to the hourly rate of personnel involved in scheduled testing work between the hours of 6 P.M. and 5 A.M., as well as a four hour minimum.



FIELD SERVICES

CONCRETE & REINFORCING STEEL

Ball Penetration (Kelly Ball)	\$150.00 /hr.
Batch Plant Inspection	\$120.00 /hr.
CaCl Moisture Emission Test Kit	\$40.00 /kit
CaCl Moisture Emission Testing	\$115.00 /hr.
CLSM/CDF/Slurry Testing	\$115.00 /hr.
Concrete Mix Design Review	\$205.00 /hr.
Concrete Placement Obs/Cast Cylinder	\$120.00 /hr.
Concrete Rebound Number Testing	\$150.00 /hr.
Concrete Trial Batch	\$120.00 /hr.
Floor Flatness Testing	\$150.00 /hr.
High Strength Grout Sampling / Testing	\$120.00 /hr.
Rebar / Post Tension Special Inspection	\$130.00 /hr.
Rebar Location / GPR	\$340.00 /hr.
Rebar Location / Pachometer	\$150.00 /hr.
Rebar Placement Inspection	\$130.00 /hr.
Reinforcing Steel Sampling/Tagging	\$120.00 /hr.
Relative Humidity Testing	\$150.00 /hr.
Shotcrete Special Inspection	\$120.00 /hr.
Transport Cylinders / Samples to Lab	\$120.00 /hr.

CORING

Coring (Technician + equipment)	\$150.00 /hr.
Coring (Technician assistant)	\$120.00 /hr.

POST-INSTALLED ANCHORS

Concrete Anchor Installation Inspection	\$120.00 /hr.
Concrete Anchor Proof Load Testing	\$150.00 /hr.
Concrete Anchor Torque Testing	\$130.00 /hr.
Suspended Ceiling Inspection / Testing	\$150.00 /hr.

STRUCTURAL STEEL

Fireproofing Special Inspection / Testing	\$120.00 /hr.
High Strength Bolt Skidmore Testing	\$150.00 /hr.
High Strength Bolt Special Inspection	\$130.00 /hr.
Material Identification	\$130.00 /hr.
Non-Destructive Testing - UT/MT/PT	\$150.00 /hr.
Tower Certified Special Inspector	\$150.00 /hr.
Welding Special Inspection - Field	\$130.00 /hr.
Welding Special Inspection - Shop	\$120.00 /hr.

MASONRY

In-Place Masonry Flatjack Testing	\$185.00 /hr.
In-Place Masonry Shear Testing	\$150.00 /hr.
Masonry Materials Sampling / Testing	\$120.00 /hr.
Masonry Special Inspection	\$120.00 /hr.
Masonry Special Inspection DSA Cert.	\$135.00 /hr.

SOILS & ASPHALT CONCRETE

Asphalt Concrete Inspection / Testing	\$130.00 /hr.
Asphalt Concrete Materials Sampling	\$130.00 /hr.
Building Pad Special Inspection / Testing	\$130.00 /hr.
Deep Foundation Inspection	\$130.00 /hr.
Flatwork AB Inspection / Testing	\$130.00 /hr.
Flatwork Subgrade Inspection / Testing	\$130.00 /hr.
Grading Inspection / Testing	\$130.00 /hr.
Hand Augering and Sampling	\$130.00 /hr.
Pavement AB Inspection / Testing	\$130.00 /hr.
Pavement Subgrade Inspection / Testing	\$130.00 /hr.
Proof Rolling Observation	\$130.00 /hr.
Shallow Foundation Inspection	\$130.00 /hr.
Slab Subgrade Soil Moisture Tests	\$130.00 /hr.
Soil / Aggregate Sampling	\$130.00 /hr.
Soil Treatment Testing / Observation	\$130.00 /hr.
Structure Backfill Inspection / Testing	\$130.00 /hr.
Subgrade Stabilization Observation	\$130.00 /hr.
Utility Trench Backfill Testing	\$130.00 /hr.
WKA Drill Rig (including operator)	\$255.00 /hr.
WKA Drill Rig (helper)	\$130.00 /hr.

SPECIALIZED SERVICES

Coefficient of Friction Testing	\$160.00 /hr.
Crack Monitoring	**
Epoxy / FRP Installation Inspection	\$120.00 /hr.
Existing Building Evaluation / Demo	\$120.00 /hr.
Existing Building Evaluation / Document	\$120.00 /hr.
Existing Building Evaluation / Repair	\$120.00 /hr.
Field Investigate Support	\$120.00 /hr.
Firestopping Inspection	\$135.00 /hr.
GFRC Inspection / Testing	\$120.00 /hr.
Glulam / Truss Fabrication Inspection	\$130.00 /hr.
Glulam / Truss Inspection Travel	\$95.00 /hr.
Meggar Ground Testing	\$150.00 /hr.
Prestress Framing Installation	\$120.00 /hr.
Proto Wall Inspection / Testing	\$120.00 /hr.
Roofing Inspection	\$120.00 /hr.
Shear Nailing Inspection	\$120.00 /hr.
Soil Elect. Resitivity Testing - Technician	\$160.00 /hr.
Thickness Testing - Coating / Steel	\$150.00 /hr.
Timber Framing / Hardware Inspection	\$120.00 /hr.
Timber-in-Structure Inspection	\$150.00 /hr.
Vapor Barrier Inspection	\$120.00 /hr.
Vibration Monitoring	**

GENERAL

Inspection / Testing Cancelled	*
Reinspection / Retesting	*
Stand-by Time	*

* Based on hourly rate of Inspection or Testing scheduled

** Based on Staff Classification

MINIMUM CHARGES

A two hour minimum charge will apply to field technician services with the following exceptions:

- a) Single trip pickup and delivery services, where a one hour minimum will apply.
- b) Saturday, Sunday and holidays, where a four hour minimum charge will apply.



LABORATORY SERVICES

SOIL

Atterberg Limits (LL/PI) - Wet Method	ASTM D4318	\$175.00	each
CLSM/CDF/Soil Cement Compression Test	ASTM D4832	\$65.00	each
Compaction Characteristics	ASTM D698	\$285.00	each
Compaction Characteristics	ASTM D1557	\$285.00	each
Compaction Characteristics	CTM 216	\$285.00	each
Consolidation (8 loads + 1 rebound)	ASTM D2435	\$525.00	each
Consolidation (additional loads)	ASTM D2435	\$85.00	each
Expansion Index	ASTM D4829	\$210.00	each
Hydraulic Conductivity, Flexible Wall Permeability	ASTM D5084	\$440.00	each
Lime-Treated Unconfined Compression	CTM 373	\$840.00	each
Moisture Content	ASTM D2216	\$45.00	each
Organic Content	ASTM D2974	\$110.00	each
Particle-Size Distribution - Hydrometer	ASTM D7928	\$180.00	each
Particle-Size Distribution - Sieve Analysis	ASTM D6913	\$120.00	each
Resistance "R" Value - Laboratory Lime-Treated	ASTM D2844, CTM 301	\$340.00	each
Resistance "R" Value - Untreated	ASTM D2844, CTM 301	\$290.00	each
Sieve Analysis - Passing No. 200 only	ASTM D1140	\$105.00	each
Specific Gravity of Soils	ASTM D854	\$150.00	each
Thermal Resistivity	ASTM D5334	\$85.00	each
Triaxial Compression Test, 1 point - Remolded	ASTM D4767	\$355.00	each
Triaxial Compression Test, 1 point - Undisturbed	ASTM D4767	\$275.00	each
Triaxial Compression Test, 3 Pt. Staged - Remolded	ASTM D4767	\$435.00	each
Triaxial Compression Test, 3 Pt. Staged - Undisturbed	ASTM D4767	\$335.00	each
Unconfined Compression Test	ASTM D2166	\$120.00	each
Unit Weight/Moisture Content - Tube Sample	ASTM D2937/D2216	\$45.00	each

AGGREGATE

Aggregate Unit Weight	ASTM C29	\$65.00	each
Clay Lumps and Friable Particles	ASTM C142	\$170.00	per size
Cleanness Value	CTM 227	\$180.00	each
Correction of Unit Weight & Water Content for Oversize Particles	ASTM D4718	\$125.00	each
Durability Index (Coarse or Fine)	CTM 229	\$180.00	each
Flat and Elongated Particles in Coarse Aggregate	ASTM D4791	\$130.00	per size
Fractured/Crushed Particles	ASTM D5821, CTM 205, AASHTO T335	\$130.00	per size
Organic Impurities in Fine Aggregates	ASTM C40	\$70.00	each
Resistance "R" Value - Aggregate	CTM 301	\$330.00	each
Sand Equivalent, 1 point	CTM 217, AASHTO T176	\$115.00	each
Sand Equivalent, 3 points	CTM 217, AASHTO T176	\$150.00	each
Sieve Analysis - Coarse or Fine	ASTM C136, CTM 202, AASHTO T27	\$125.00	each
Sieve Analysis - Passing No. 200 only	ASTM C117, AASHTO T11	\$105.00	each
Sodium Sulfate Soundness	ASTM C88, CTM 214	\$180.00	per size
Specific Gravity and Absorption (Coarse or Fine)	ASTM C127, C128	\$135.00	each

ASPHALT CONCRETE

Asphalt Content (Ignition Oven)	CTM 382,AASHTO T308	\$280.00	each
Asphalt Content Correction Factor Development	CTM 382,AASHTO T308	\$550.00	each
Hveem Compaction, Unit Weight, and Stability	ASTM D1560/D2726		
	CTM 304/308, AASHTO T166	\$360.00	set of 3
Laboratory Test Maximum Density (LTMD), 5 points	CTM 375	\$380.00	each
Moisture Content of Asphalt Mixtures	CTM 370, AASHTO T329	\$85.00	each
Sieve Analysis of AC Aggregate (Coarse and Fine)	ASTM D5444, CTM 202, AASHTO T30	\$190.00	each



LABORATORY SERVICES

ASPHALT CONCRETE (continued)

Theoretical Maximum Density	ASTM D2041, CTM 309, AASHTO T209	\$175.00	each
Thickness of AC Cores	ASTM D3549	\$30.00	each
Unit Weight of AC Cores	CTM 308, AASHTO T166/T275	\$70.00	each

CONCRETE

Compression Test, Concrete Cylinder	ASTM C39	\$30.00	each
Compression Test, Concrete Cylinder - Hold	ASTM C39	\$27.00	each
Compression Test, Concrete Core	ASTM C42, C39	\$85.00	each
Compression Test, Shotcrete Core	ASTM C42, C39	\$115.00	each
Compression Test, High Strength Grout	ASTM C1107/C109	\$45.00	each
Concrete Cylinder Mold		\$7.00	each
Density / Unit Weight of Concrete	ASTM C567, C642	\$110.00	each
Flexural Strength Test, Concrete Beam	ASTM C78	\$125.00	each
Laboratory Drying Shrinkage Test, per beam	ASTM C157, AASHTO T160	\$315.00	each
Splitting Tensile Test, Concrete Cylinder	ASTM C496	\$90.00	each

MASONRY

Brick			
Compression Test	ASTM C67	\$80.00	each
Modulus of Rupture	ASTM C67	\$85.00	each
Absorption	ASTM C67	\$100.00	each
Concrete Masonry Unit			
Compression Test	ASTM C140	\$95.00	each
Absorption & Moisture Content	ASTM C140	\$95.00	each
Linear Drying Shrinkage	ASTM C426	\$235.00	each
Compression Test, Composite Masonry Prism	ASTM C1314	\$160.00	each
Compression Test, Masonry Grout	ASTM C1019	\$50.00	each
Compression Test, Mortar	ASTM C780/C109	\$45.00	each
Core Shear Test	CBC Section 2105A	\$100.00	each

STEEL

Anchor Bolt Tensile Test	ASTM F606	\$120.00	each
Fireproofing Density Test	ASTM E605	\$105.00	each
High Strength Bolt Assembly Laboratory Testing			
Bolt - Wedge Tension Test	ASTM F606	\$95.00	each
Bolt - Proof Load Test	ASTM F606	\$95.00	each
Bolt - Hardness Test	ASTM E18	\$45.00	each
Nut - Proof Load Test	ASTM F606	\$95.00	each
Nut - Hardness Test	ASTM E18	\$45.00	each
Washer - Hardness Test	ASTM E18	\$45.00	each
Prestressing Steel Strand Tensile Test	ASTM A416/A1061	\$420.00	each
Reinforcing Steel (Rebar) Tensile Test			
Up to No. 7	ASTM A615, A706/A370	\$100.00	each
From No. 8 through No. 14	ASTM A615, A706/A370	\$130.00	each
Reinforcing Steel (Rebar) Bend Test	ASTM A615, A706/A370	\$55.00	each
Structural Steel Tensile Test			
Up to 3/4"	ASTM A370	\$115.00	each
Sizes Larger Than 3/4"	ASTM A370	\$125.00	each
Machining of Test Specimens		cost plus 20%	
Structural Steel Hardness Test	ASTM E18	\$90.00	each
Weld Assembly, Guided Bend/Macroetch/T-Bend Test	AWS D1.1, ASTM E190	\$90.00	per test
Welder Qualification Test Inspection		\$110.00	per hour
Welder Qualification Test Record		\$105.00	each

TESTING SERVICES

Laboratory Technician		\$105.00	per hour
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May 24, 2022

River Delta Unified School District
c/o RGM Kramer, Inc.

Proposal for Geotechnical Engineering Services

RIVERVIEW MIDDLE SCHOOL PARKING LOT AND STUDENT DROP-OFF

525 S. Second Street
Rio Vista, California

As requested, Wallace-Kuhl & Associates (WKA) has prepared this proposal to prepare a geotechnical engineering report to support the design and construction of the proposed new parking lot and student drop-off at the existing Riverview Middle School campus in Rio Vista, California. In preparing this proposal we reviewed a site plan provided by RGM Kramer, Inc. and aerial photographs of the site.

Project Description

We understand the project will consist of the design and construction of a new asphalt concrete parking lot and student drop-off area. Associated improvements will consist of exterior concrete flatwork and underground utilities.

Scope of Services

The purposes of our work will be to evaluate the existing site, soil, and groundwater conditions across the site and provide geotechnical engineering conclusions and recommendations for the design and construction of the proposed improvements.

To accomplish our purposes, we propose to hand auger at two locations to depths of about five feet below the existing ground surface within the proposed pavement areas and sample the near-surface subgrade soils. Laboratory testing of selected soil samples, including Resistance value (R-value testing), will be performed.

Following the field exploration and laboratory testing, we will prepare a letter report with our findings, conclusions and recommendations for pavement and exterior flatwork design and construction.

RIVERVIEW MIDDLE SCHOOL PARKING LOT AND STUDENT DROP-OFF

Rio Vista, California

May 24, 2022

Schedule

We anticipate the field exploration can begin within about two weeks after receiving written authorization to proceed provided we are given access to the site. The field exploration should take one day to complete. Laboratory testing will require about two weeks to complete and the final report can be completed within about one week following completion of the laboratory testing.

However, preliminary information can be transmitted to the project team within several days after receiving formal authorization to proceed, if required.

Fee Estimate

We anticipate we can perform the services described above for an estimated fee of **\$5000**.

We will not exceed this fee estimate unless our work scope is revised and only after receiving authorization from your office for additional work.

Final billing for the work will be in accordance with the attached Schedule of Fees for the work accomplished. Please note these fees do not include costs related to review of project plans and specifications, environmental sampling or analysis, nor the costs associated with testing and observation services required during construction. A fee estimate for those services can be provided at a later date after more information is known about the plans and construction schedule.

Agreement

If this proposal is acceptable, please indicate so by signing one copy of the attached agreement and returning it along with one copy of this letter as our written authorization to proceed.

We appreciate the opportunity to submit this proposal and look forward to the possibility of providing you with our services. If you have any questions concerning this proposal or work scope, please contact our office.

Wallace - Kuhl & Associates



Matthew S. Moyneur

Senior Engineer

GE No. 2920, Expires 6/30/24

Attachments: Agreement for Geotechnical Engineering Services
Schedule of Fees 2022P



**AGREEMENT FOR GEOTECHNICAL
 ENGINEERING SERVICES**

THIS AGREEMENT, effective as of May 24, 2022, is by and between **River Delta Unified School District (“Client”)** and **River City Geoprosessionals, Inc., dba Wallace-Kuhl and Associates (“WKA”)**.

THE PROJECT: **RIVERVIEW MIDDLE SCHOOL PARKING LOT AND STUDENT DROP-OFF**

THE PROJECT is generally described as:

Design and construction of a new asphalt concrete parking lot and student drop-off area on the existing Riverview Middle School campus in Rio Vista, California (“Project Site”).

THIS AGREEMENT consists of the following documents which are incorporated herein by reference:

- General Conditions for Geotechnical Engineering Services;
- **WKA’s** Geotechnical Engineering Services Proposal for letter; and,
- **WKA’s** Schedule of Fees (Exhibit A).

WKA agrees to perform the Services set forth in this Agreement and in accordance with its terms, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

<u>CLIENT:</u>	<u>WKA:</u>
Signature: _____	_____
Print Name: _____	Matthew S. Moyneur, GE
Title: _____	Senior Engineer
Company: _____	River City Geoprosessionals, Inc., dba Wallace-Kuhl and Associates (WKA)
Address: _____	3050 Industrial Boulevard
_____	West Sacramento, CA 95691
Date: _____	_____

GENERAL CONDITIONS FOR GEOTECHNICAL ENGINEERING SERVICES

1. DEFINITIONS

1.1. Contract Documents. Plans, specifications, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.

1.2. Contractor. The contractor or contractors retained to construct the Project for which **Wallace-Kuhl and Associates (WKA)** is providing Services under this Agreement.

1.3. Day(s). Calendar day(s) unless otherwise stated.

1.4. Hazardous Materials. The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

1.5. Services. The Services provided by **WKA** as set forth in this Agreement, the SCOPE OF SERVICES and any written amendment to this Agreement.

1.6. Work. The labor, materials, equipment and services required to complete the work described in the Contract Documents.

2. SCOPE OF SERVICES

WKA will perform the Services set forth in the attached SCOPE OF SERVICES.

2.1. Changes in Scope. If **WKA** provides Client with a writing confirming a change in the SCOPE OF SERVICES, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by **WKA** on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the SCOPE OF SERVICES or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 19, "Disputes."

2.2. Licenses. **WKA** will procure and maintain business and professional licenses and registrations necessary to provide its Services.

2.3. Excluded Services. **WKA's** Services under this Agreement include only those Services specified in the SCOPE OF SERVICES.

2.3.1. General. Client expressly waives any claim against **WKA** resulting from its failure to perform recommended additional Services that Client has not authorized **WKA** to perform, and any claim that **WKA** failed to perform services that Client instructs **WKA** not to perform.

2.3.2. Biological Pollutants. **WKA's** SCOPE OF SERVICES specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. **WKA's** SCOPE OF SERVICES will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that **WKA** has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless **WKA** from all claims by any third party concerning Biological Pollutants, except for damages caused by **WKA's** sole negligence.

3. PAYMENTS TO WKA

3.1. Basic Services. **WKA** will perform all Services set forth in the attached SCOPE OF SERVICES AND SCHEDULE OF FEES for the amount(s) set forth therein.

3.2. Additional Services. Any Services performed under this Agreement, except those Services expressly identified in the attached SCOPE OF SERVICES, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

3.3. Estimate of Fees. **WKA** will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by **WKA**. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that **WKA** shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

3.4. Rates. Client will pay **WKA** at the rates set forth in the attached SCHEDULE OF FEES.

3.4.1. Changes to Rates. Client and **WKA** agree that the SCHEDULE OF FEES is subject to periodic review and amendment, as appropriate to reflect **WKA's** then-current fee structure. **WKA** will give Client at least 30 days advance notice of any changes. Unless Client objects in



writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and **WKA** and Client cannot agree upon a new fee structure within 30 days after notice, **WKA** may terminate this Agreement and be compensated as set forth under Section 18, "Termination."

3.4.2. Prevailing Wages. Unless Client specifically informs **WKA** in writing that prevailing wage regulations cover the Project and the SCOPE OF SERVICES identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless **WKA** from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

3.5. Payment Timing; Late Charge. All invoices are due upon receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law. If the Client is an LLC or LLP, the person signing this agreement shall be personally responsible for payment of all invoices and late fees.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1. Level of Service. **WKA** offers different levels of Geotechnical Engineering Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of Services adequate for its purposes. Client has reviewed the SCOPE OF SERVICES and has determined that it does not need or want a greater level of Services than that being provided.

4.2. Standard of Care. Subject to the limitations inherent in the agreed SCOPE OF SERVICES as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, **WKA** will perform its Services consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the Services are performed.

4.3. No Warranty. No warranty, either express or implied, is included or intended by this Agreement.

5. ESTIMATE OF CONSTRUCTION COSTS

Client acknowledges that construction and Project development are subject to many influences that are not subject to precise forecasting and are outside of **WKA's** control. Client further acknowledges that actual costs incurred may vary substantially from the estimates prepared by **WKA** and that **WKA** does not warrant or

guaranty the accuracy of construction or development cost estimates.

6. CONSTRUCTION PHASE SERVICES

If **WKA's** SCOPE OF SERVICES includes observation and/or testing during the course of construction, **WKA** may:

6.1. Construction Observation.

6.1.1. Site Meetings & Visits. **WKA** will participate in job site meetings as requested by Client or Client's designated representative, and, unless otherwise requested by Client, visit the site at times specified in the SCOPE OF SERVICES or, if not specified in the SCOPE OF SERVICES, at intervals as **WKA** deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such observations, **WKA** may inform Client of the progress of the geotechnical aspects of the Work. Client understands that **WKA** may not be on site continuously; and, unless expressly agreed otherwise, **WKA** will not observe all of the Work.

6.1.2. Contractor's Performance. **WKA** does not, and cannot, warrant or guarantee that all of the geotechnical Work performed by Contractor meets the requirements of **WKA's** geotechnical recommendations or the plans and specifications for such geotechnical Work; nor can **WKA** be responsible for Contractor's failure to perform the Work in accordance with the plans, specifications or the recommendations of **WKA**.

6.1.3. Contractor's Responsibilities. **WKA** will not supervise, direct or have control over the Work nor will **WKA** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor for the geotechnical aspects of the Project; for safety precautions and programs incident to the Work; nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor furnishing and performing its Work.

6.1.4. Final Report. At the conclusion of Construction Phase Services, **WKA** will provide Client with a written report summarizing the tests and observations, if any, made by **WKA**.

6.2. Review of Contractor's Submittals. If included in the SCOPE OF WORK, **WKA** will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. **WKA** will review such submittals solely for general conformance with **WKA's** design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.



6.3. Tests. Tests performed by **WKA** on finished Work or Work in progress are taken intermittently and indicate the general acceptability of the Work on a statistical basis. **WKA's** tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements.

7. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

7.1. Cooperation. Assist and cooperate with **WKA** in any manner necessary and within its ability to facilitate **WKA's** performance under this Agreement.

7.2. Representative. Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

7.3. Rights of Entry. Provide access to and/or obtain permission for **WKA** to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. **WKA** will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that **WKA's** operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

7.4. Relevant Information. Supply **WKA** with all information and documents in Client's possession or knowledge which are relevant to **WKA's** Services. Client warrants the accuracy of any information supplied by it to **WKA** and acknowledges that **WKA** is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify **WKA** of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

7.5. Subsurface Structures. Correctly designate on plans to be furnished to **WKA**, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s) and be responsible for any damage inadvertently caused by **WKA** to any such structure or utility not so designated. **WKA** is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to **WKA**.

8. CHANGED CONDITIONS

If **WKA** discovers conditions or circumstances that it had not contemplated at the commencement of this

Agreement ("Changed Conditions"), **WKA** will notify Client in writing of the Changed Conditions. Client and **WKA** agree to that they will then renegotiate in good faith the terms and conditions of this Agreement. If **WKA** and Client cannot agree upon amended terms and conditions within 30 days after notice, **WKA** may terminate this Agreement and be compensated as set forth in Section 18, "Termination."

9. HAZARDOUS MATERIALS

Client understands that **WKA's** Services under this Agreement are limited to geotechnical engineering and that **WKA** has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or located during the performance of this Agreement. The existence or discovery of Hazardous Materials constitutes a Changed Condition under this Agreement.

10. CERTIFICATIONS

Client agrees not to require that **WKA** execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) **WKA** believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) **WKA** believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) **WKA** has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by **WKA** is limited to an expression of professional opinion based upon the Services performed by **WKA**, and does not constitute a warranty or guaranty, either express or implied.

11. ALLOCATION OF RISK

11.1. Limitation of Liability. The total cumulative liability of **WKA**, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "**WKA Entities**"), to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by **WKA** under this Agreement or \$50,000, whichever is greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in **WKA's** Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, **WKA** and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in **WKA's** fee, provided that they amend this Agreement in writing as provided in Section 20.



11.2. Indemnification.

11.2.1. Indemnification of Client. Subject to the provisions and limitations of this Agreement, **WKA** agrees to indemnify and hold harmless Client, its shareholders, officers, directors, and employees from and against any and all claims, suits, liabilities, damages, expenses (including reasonable attorney's fees and costs of defense), or other losses (collectively "Losses") to the extent caused by **WKA's** negligent performance of its Services under this Agreement and proportionate the degree of fault of **WKA**. Notwithstanding the foregoing, **WKA** has no immediate obligation to provide the defense of any indemnified party for claims, suits, liabilities, damages, expenses alleged to have been caused by the negligent performance of professional services performed by **WKA**. **WKA** agrees to reimburse indemnified parties their reasonable cost of defense ultimately determined by an arbiter or Court of competent jurisdiction to have been caused by **WKA's** negligent performance of professional services and proportionate to **WKA's** fault.

11.2.2. Indemnification of WKA. Client will indemnify and hold harmless **WKA Entities** from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by **WKA's** sole negligence, Client expressly agrees to defend, indemnify and hold harmless **WKA Entities** from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

11.3. Consequential Damages. Neither Client nor **WKA** will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

11.4. Continuing Agreement. The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If **WKA** provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

12. INSURANCE

12.1. WKA's Insurance. **WKA** will obtain, if reasonably available, the following coverages:

12.1.1. Statutory Workers' Compensation/Employer's Liability Insurance;

12.1.2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate;

12.1.3. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

12.1.4. Professional Liability Insurance in amounts of \$2,000,000 per claim and annual aggregate.

12.2. Contractor's Insurance. Client shall require that all Contractors and subcontractors for the Project name **WKA** as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above, and to name **WKA** and its subcontractors and subconsultants as additional insureds on the General Liability insurance.

12.3. Certificates of Insurance. Upon request, **WKA** and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required herein shall contain a waiver of subrogation.

13. OWNERSHIP AND USE OF DOCUMENTS

13.1. Client Documents. All documents provided by Client will remain the property of Client. **WKA** will return all such documents to Client upon request but may retain file copies of such documents.

13.2. WKA's Documents. Unless otherwise agreed in writing, all documents and information prepared by **WKA** or obtained by **WKA** from any third party in connection with the performance of Services, including, but not limited to, **WKA's** reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of **WKA**. **WKA** has the right, in its sole discretion, to dispose of or retain the Documents.

13.3. Use of Documents. All Documents prepared by **WKA** are solely for use by Client and will not be provided by either party to any other person or entity without **WKA's** prior written consent.

13.3.1. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

13.3.2. Use by WKA. **WKA** retains the right of ownership with respect to any patentable concepts or



copyrightable materials arising from its Services and the right to use the Documents for any purpose.

13.4. Electronic Media. WKA may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by WKA in electronic media are for informational purposes only and not as final documentation. Unless otherwise defined in the Scope of Services, WKA's electronic Documents and media will conform to WKA's standards. WKA will provide any requested electronic Documents for a 30-day acceptance period, and WKA will correct any defects reported by Client to WKA and provide one round of reasonable editorial revisions during this period. WKA makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

13.5. Unauthorized Reuse. No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without WKA's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without WKA's express prior written consent. Client waives any and all claims against WKA resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless WKA from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained Documents provided to such person or entity, published, disclosed or referred to without WKA's prior written consent.

14. SAMPLES AND CUTTINGS

14.1. Sample Retention. If WKA provides laboratory testing or analytic Services, WKA will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

14.2. Monitoring Wells. Client will take custody of all monitoring wells and probes installed during any investigation by WKA and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

15. RELATIONSHIP OF THE PARTIES

WKA will perform Services under this Agreement as an independent contractor.

16. ASSIGNMENT AND SUBCONTRACTS

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. WKA may subcontract for the services of others without obtaining Client's consent if WKA deems it necessary or desirable for others to perform certain Services.

17. SUSPENSION AND DELAYS

17.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by WKA. WKA may terminate this Agreement if Client suspends WKA's Services for more than 60 days and Client will pay WKA as set forth under Section 18, "Termination." If Client suspends WKA's Services, or if Client or others delay WKA's Services, Client and WKA agree to equitably adjust: (1) the time for completion of the Services; and (2) WKA's compensation in accordance with WKA's then current SCHEDULE OF FEES for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by WKA for demobilization and subsequent remobilization.

17.2. Liability. WKA is not liable to Client for any failure to perform or delay in performance due to circumstances beyond WKA's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, pandemics, epidemics, adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

18. TERMINATION

18.1. Termination for Convenience. WKA and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

18.2. Termination for Cause. In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party. The termination notice shall state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

18.3. Payment on Termination. Following termination other than for WKA's material breach of this Agreement, Client will pay WKA for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of



completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with **WKA's** then current SCHEDULE OF FEES.

19. DISPUTES

19.1. Mediation. All disputes between **WKA** and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice.

19.2. Precondition to Other Action. No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

19.3. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the State of California. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state and county in which the Project is located.

19.4. Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of **WKA's** Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

20. MISCELLANEOUS

20.1. Integration and Severability. This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

20.2. Modification of this Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

20.3. Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

20.4. Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

20.5. Waiver. The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

End of General Conditions



EXHIBIT A
WKA Schedule of Fees



PROFESSIONAL SERVICES

PROFESSIONAL SERVICES

Principal Engineer / Geologist	\$ 210.00	per hour
Senior Engineer / Geologist	\$ 205.00	per hour
Senior Environmental Scientist	\$ 205.00	per hour
Project Engineer / Geologist	\$ 170.00	per hour
Project Environmental Scientist	\$ 170.00	per hour
Senior Staff Engineer / Geologist	\$ 160.00	per hour
Senior Staff Environmental Scientist	\$ 160.00	per hour
Staff Engineer / Geologist	\$ 150.00	per hour
Staff Environmental Scientist	\$ 150.00	per hour
Senior Environmental Technician	\$ 125.00	per hour
Senior / Supervising Technician	\$ 125.00	per hour
Draftsperson / GIS Technician	\$ 120.00	per hour
Administrative Assistant	\$ 90.00	per hour

FIELD INVESTIGATION TESTING

Seismic Refraction Survey	\$ 205.00	per hour
Thermal Resistivity Testing	\$ 205.00	per hour
Electrical Resistivity Survey	\$ 205.00	per hour
Hand Augering/Sampling - Engineer	\$ 180.00	per hour
Photoionization Detector	\$ 210.00	per hour
Rebar Location / GPR	\$ 335.00	per hour

LITIGATION

Data Review/Consultation	\$310.00	per hour
Depositions/Expert Witness Testimony	\$425.00	per hour

EXPENSES

Vehicle Charges (<i>Subject to periodic adjustment due to fuel cost</i>)	\$0.75	per mile
Subsistence	\$90.00	per day
Lodging	Cost	
Services by Associate Firms and other outside services	Cost	plus 20%
Equipment rental, freight, special materials	Cost	plus 20%
Extra Report Copies		
Black and white versions	\$35.00	each
Color photography versions	\$45.00	each

PREMIUM CHARGES

Overtime and Saturdays	hourly rate plus	40	percent
Sunday and Holidays, and over 8 hrs on Saturday	hourly rate plus	75	percent

SHIFT DIFFERENTIAL

A 25 percent shift differential surcharge will be added to the hourly rate of personnel involved in scheduled testing work between the hours of 6 P.M. and 5 A.M., as well as a four hour minimum.



FIELD SERVICES

CONCRETE & REINFORCING STEEL

Ball Penetration (Kelly Ball)	\$150.00 /hr.
Batch Plant Inspection	\$120.00 /hr.
CaCl Moisture Emission Test Kit	\$40.00 /kit
CaCl Moisture Emission Testing	\$115.00 /hr.
CLSM/CDF/Slurry Testing	\$115.00 /hr.
Concrete Mix Design Review	\$205.00 /hr.
Concrete Placement Obs/Cast Cylinder	\$120.00 /hr.
Concrete Rebound Number Testing	\$150.00 /hr.
Concrete Trial Batch	\$120.00 /hr.
Floor Flatness Testing	\$150.00 /hr.
High Strength Grout Sampling / Testing	\$120.00 /hr.
Rebar / Post Tension Special Inspection	\$130.00 /hr.
Rebar Location / GPR	\$340.00 /hr.
Rebar Location / Pachometer	\$150.00 /hr.
Rebar Placement Inspection	\$130.00 /hr.
Reinforcing Steel Sampling/Tagging	\$120.00 /hr.
Relative Humidity Testing	\$150.00 /hr.
Shotcrete Special Inspection	\$120.00 /hr.
Transport Cylinders / Samples to Lab	\$120.00 /hr.

CORING

Coring (Technician + equipment)	\$150.00 /hr.
Coring (Technician assistant)	\$120.00 /hr.

POST-INSTALLED ANCHORS

Concrete Anchor Installation Inspection	\$120.00 /hr.
Concrete Anchor Proof Load Testing	\$150.00 /hr.
Concrete Anchor Torque Testing	\$130.00 /hr.
Suspended Ceiling Inspection / Testing	\$150.00 /hr.

STRUCTURAL STEEL

Fireproofing Special Inspection / Testing	\$120.00 /hr.
High Strength Bolt Skidmore Testing	\$150.00 /hr.
High Strength Bolt Special Inspection	\$130.00 /hr.
Material Identification	\$130.00 /hr.
Non-Destructive Testing - UT/MT/PT	\$150.00 /hr.
Tower Certified Special Inspector	\$150.00 /hr.
Welding Special Inspection - Field	\$130.00 /hr.
Welding Special Inspection - Shop	\$120.00 /hr.

MASONRY

In-Place Masonry Flatjack Testing	\$185.00 /hr.
In-Place Masonry Shear Testing	\$150.00 /hr.
Masonry Materials Sampling / Testing	\$120.00 /hr.
Masonry Special Inspection	\$120.00 /hr.
Masonry Special Inspection DSA Cert.	\$135.00 /hr.

SOILS & ASPHALT CONCRETE

Asphalt Concrete Inspection / Testing	\$130.00 /hr.
Asphalt Concrete Materials Sampling	\$130.00 /hr.
Building Pad Special Inspection / Testing	\$130.00 /hr.
Deep Foundation Inspection	\$130.00 /hr.
Flatwork AB Inspection / Testing	\$130.00 /hr.
Flatwork Subgrade Inspection / Testing	\$130.00 /hr.
Grading Inspection / Testing	\$130.00 /hr.
Hand Augering and Sampling	\$130.00 /hr.
Pavement AB Inspection / Testing	\$130.00 /hr.
Pavement Subgrade Inspection / Testing	\$130.00 /hr.
Proof Rolling Observation	\$130.00 /hr.
Shallow Foundation Inspection	\$130.00 /hr.
Slab Subgrade Soil Moisture Tests	\$130.00 /hr.
Soil / Aggregate Sampling	\$130.00 /hr.
Soil Treatment Testing / Observation	\$130.00 /hr.
Structure Backfill Inspection / Testing	\$130.00 /hr.
Subgrade Stabilization Observation	\$130.00 /hr.
Utility Trench Backfill Testing	\$130.00 /hr.
WKA Drill Rig (including operator)	\$255.00 /hr.
WKA Drill Rig (helper)	\$130.00 /hr.

SPECIALIZED SERVICES

Coefficient of Friction Testing	\$160.00 /hr.
Crack Monitoring	**
Epoxy / FRP Installation Inspection	\$120.00 /hr.
Existing Building Evaluation / Demo	\$120.00 /hr.
Existing Building Evaluation / Document	\$120.00 /hr.
Existing Building Evaluation / Repair	\$120.00 /hr.
Field Investigate Support	\$120.00 /hr.
Firestopping Inspection	\$135.00 /hr.
GFRC Inspection / Testing	\$120.00 /hr.
Glulam / Truss Fabrication Inspection	\$130.00 /hr.
Glulam / Truss Inspection Travel	\$95.00 /hr.
Meggar Ground Testing	\$150.00 /hr.
Prestress Framing Installation	\$120.00 /hr.
Proto Wall Inspection / Testing	\$120.00 /hr.
Roofing Inspection	\$120.00 /hr.
Shear Nailing Inspection	\$120.00 /hr.
Soil Elect. Resitivity Testing - Technician	\$160.00 /hr.
Thickness Testing - Coating / Steel	\$150.00 /hr.
Timber Framing / Hardware Inspection	\$120.00 /hr.
Timber-in-Structure Inspection	\$150.00 /hr.
Vapor Barrier Inspection	\$120.00 /hr.
Vibration Monitoring	**

GENERAL

Inspection / Testing Cancelled	*
Reinspection / Retesting	*
Stand-by Time	*

* Based on hourly rate of Inspection or Testing scheduled

** Based on Staff Classification

MINIMUM CHARGES

A two hour minimum charge will apply to field technician services with the following exceptions:

- a) Single trip pickup and delivery services, where a one hour minimum will apply.
- b) Saturday, Sunday and holidays, where a four hour minimum charge will apply.



LABORATORY SERVICES

SOIL

Atterberg Limits (LL/PI) - Wet Method	ASTM D4318	\$175.00	each
CLSM/CDF/Soil Cement Compression Test	ASTM D4832	\$65.00	each
Compaction Characteristics	ASTM D698	\$285.00	each
Compaction Characteristics	ASTM D1557	\$285.00	each
Compaction Characteristics	CTM 216	\$285.00	each
Consolidation (8 loads + 1 rebound)	ASTM D2435	\$525.00	each
Consolidation (additional loads)	ASTM D2435	\$85.00	each
Expansion Index	ASTM D4829	\$210.00	each
Hydraulic Conductivity, Flexible Wall Permeability	ASTM D5084	\$440.00	each
Lime-Treated Unconfined Compression	CTM 373	\$840.00	each
Moisture Content	ASTM D2216	\$45.00	each
Organic Content	ASTM D2974	\$110.00	each
Particle-Size Distribution - Hydrometer	ASTM D7928	\$180.00	each
Particle-Size Distribution - Sieve Analysis	ASTM D6913	\$120.00	each
Resistance "R" Value - Laboratory Lime-Treated	ASTM D2844, CTM 301	\$340.00	each
Resistance "R" Value - Untreated	ASTM D2844, CTM 301	\$290.00	each
Sieve Analysis - Passing No. 200 only	ASTM D1140	\$105.00	each
Specific Gravity of Soils	ASTM D854	\$150.00	each
Thermal Resistivity	ASTM D5334	\$85.00	each
Triaxial Compression Test, 1 point - Remolded	ASTM D4767	\$355.00	each
Triaxial Compression Test, 1 point - Undisturbed	ASTM D4767	\$275.00	each
Triaxial Compression Test, 3 Pt. Staged - Remolded	ASTM D4767	\$435.00	each
Triaxial Compression Test, 3 Pt. Staged - Undisturbed	ASTM D4767	\$335.00	each
Unconfined Compression Test	ASTM D2166	\$120.00	each
Unit Weight/Moisture Content - Tube Sample	ASTM D2937/D2216	\$45.00	each

AGGREGATE

Aggregate Unit Weight	ASTM C29	\$65.00	each
Clay Lumps and Friable Particles	ASTM C142	\$170.00	per size
Cleanness Value	CTM 227	\$180.00	each
Correction of Unit Weight & Water Content for Oversize Particles	ASTM D4718	\$125.00	each
Durability Index (Coarse or Fine)	CTM 229	\$180.00	each
Flat and Elongated Particles in Coarse Aggregate	ASTM D4791	\$130.00	per size
Fractured/Crushed Particles	ASTM D5821, CTM 205, AASHTO T335	\$130.00	per size
Organic Impurities in Fine Aggregates	ASTM C40	\$70.00	each
Resistance "R" Value - Aggregate	CTM 301	\$330.00	each
Sand Equivalent, 1 point	CTM 217, AASHTO T176	\$115.00	each
Sand Equivalent, 3 points	CTM 217, AASHTO T176	\$150.00	each
Sieve Analysis - Coarse or Fine	ASTM C136, CTM 202, AASHTO T27	\$125.00	each
Sieve Analysis - Passing No. 200 only	ASTM C117, AASHTO T11	\$105.00	each
Sodium Sulfate Soundness	ASTM C88, CTM 214	\$180.00	per size
Specific Gravity and Absorption (Coarse or Fine)	ASTM C127, C128	\$135.00	each

ASPHALT CONCRETE

Asphalt Content (Ignition Oven)	CTM 382, AASHTO T308	\$280.00	each
Asphalt Content Correction Factor Development	CTM 382, AASHTO T308	\$550.00	each
Hveem Compaction, Unit Weight, and Stability	ASTM D1560/D2726		
	CTM 304/308, AASHTO T166	\$360.00	set of 3
Laboratory Test Maximum Density (LTMD), 5 points	CTM 375	\$380.00	each
Moisture Content of Asphalt Mixtures	CTM 370, AASHTO T329	\$85.00	each
Sieve Analysis of AC Aggregate (Coarse and Fine)	ASTM D5444, CTM 202, AASHTO T30	\$190.00	each



LABORATORY SERVICES

ASPHALT CONCRETE (continued)

Theoretical Maximum Density	ASTM D2041, CTM 309, AASHTO T209	\$175.00	each
Thickness of AC Cores	ASTM D3549	\$30.00	each
Unit Weight of AC Cores	CTM 308, AASHTO T166/T275	\$70.00	each

CONCRETE

Compression Test, Concrete Cylinder	ASTM C39	\$30.00	each
Compression Test, Concrete Cylinder - Hold	ASTM C39	\$27.00	each
Compression Test, Concrete Core	ASTM C42, C39	\$85.00	each
Compression Test, Shotcrete Core	ASTM C42, C39	\$115.00	each
Compression Test, High Strength Grout	ASTM C1107/C109	\$45.00	each
Concrete Cylinder Mold		\$7.00	each
Density / Unit Weight of Concrete	ASTM C567, C642	\$110.00	each
Flexural Strength Test, Concrete Beam	ASTM C78	\$125.00	each
Laboratory Drying Shrinkage Test, per beam	ASTM C157, AASHTO T160	\$315.00	each
Splitting Tensile Test, Concrete Cylinder	ASTM C496	\$90.00	each

MASONRY

Brick			
Compression Test	ASTM C67	\$80.00	each
Modulus of Rupture	ASTM C67	\$85.00	each
Absorption	ASTM C67	\$100.00	each
Concrete Masonry Unit			
Compression Test	ASTM C140	\$95.00	each
Absorption & Moisture Content	ASTM C140	\$95.00	each
Linear Drying Shrinkage	ASTM C426	\$235.00	each
Compression Test, Composite Masonry Prism	ASTM C1314	\$160.00	each
Compression Test, Masonry Grout	ASTM C1019	\$50.00	each
Compression Test, Mortar	ASTM C780/C109	\$45.00	each
Core Shear Test	CBC Section 2105A	\$100.00	each

STEEL

Anchor Bolt Tensile Test	ASTM F606	\$120.00	each
Fireproofing Density Test	ASTM E605	\$105.00	each
High Strength Bolt Assembly Laboratory Testing			
Bolt - Wedge Tension Test	ASTM F606	\$95.00	each
Bolt - Proof Load Test	ASTM F606	\$95.00	each
Bolt - Hardness Test	ASTM E18	\$45.00	each
Nut - Proof Load Test	ASTM F606	\$95.00	each
Nut - Hardness Test	ASTM E18	\$45.00	each
Washer - Hardness Test	ASTM E18	\$45.00	each
Prestressing Steel Strand Tensile Test	ASTM A416/A1061	\$420.00	each
Reinforcing Steel (Rebar) Tensile Test			
Up to No. 7	ASTM A615, A706/A370	\$100.00	each
From No. 8 through No. 14	ASTM A615, A706/A370	\$130.00	each
Reinforcing Steel (Rebar) Bend Test	ASTM A615, A706/A370	\$55.00	each
Structural Steel Tensile Test			
Up to 3/4"	ASTM A370	\$115.00	each
Sizes Larger Than 3/4"	ASTM A370	\$125.00	each
Machining of Test Specimens		cost plus 20%	
Structural Steel Hardness Test	ASTM E18	\$90.00	each
Weld Assembly, Guided Bend/Macroetch/T-Bend Test	AWS D1.1, ASTM E190	\$90.00	per test
Welder Qualification Test Inspection		\$110.00	per hour
Welder Qualification Test Record		\$105.00	each

TESTING SERVICES

Laboratory Technician		\$105.00	per hour
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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: June 28, 2022

Attachments: _____

From: Jennifer Stone, Board President

Item Number: 18

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

SUBJECT:

Request to Approve the Amended Employment Agreement, Section II: Salary, Part 1, for Katherine Wright, Superintendent

BACKGROUND:

The Board of Trustee entered into a contract with Katherine Wright as the District's Superintendent on May 14, 2019, commencing on July 1, 2019. In the contract it states that the Board may grant an additional salary increase to the Superintendent at any time in its discretion. The Board of Trustee has reviewed and analyzed comparable Superintendent's salaries to determine the salary increase. The Superintendent has not had a base salary increase for the duration of the contract, July 1, 2019 through June 30, 2022.

STATUS:

Effective July 1, 2021, the salary compensation for the Superintendent will be amended to \$202,751.64.

PRESENTER:

Jennifer Stone, Board President

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

The cost of salary increase is \$25,000.

RECOMMENDATION:

That the Board approves the amended employment agreement for Katherine Wright, Superintendent.

Time allocated: 2 minutes

Amendment II

II. SALARY

1. SUPERINTENDENT shall receive an annual base salary of \$202,751.64 per year less all legally required deductions, payable in 12 equal monthly installments on the last day of each month for services rendered during that month. Where only a portion of the year served, salary and fringe benefits shall be prorated, unless otherwise provided herein.

Board President, Jennifer Stone Date

Superintendent, Katherine Wright Date

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 28, 2022

Attachments: _____

From: Katherine Wright, Superintendent

Item Number: 19

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

SUBJECT:

Request to Correct the Placement of the Chief Business Officer on the Salary Schedule, Due to Incorrect Placement Upon Hiring

BACKGROUND:

When completing the hiring process for the Chief Business Officer (CBO) the Director of Personnel placed the CBO on Step 2 on the salary schedule. However, the years of experience warranted the CBO to be placed on Step 6.

STATUS:

The Superintendent has reviewed the Chief Business Officer's years of experience and finds that the placement at hire should have been Step 5. The change in placement shall be retro active to July 1, 2021.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

The cost of this corrective action is \$28,748 for the 2022-2023 fiscal year.

RECOMMENDATION:

That the Board Approves correcting the placement of the Chief Business Officer from Step 2 to Step 6 as recommended by the Superintendent.

Time allocated: 2 minutes

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: Tuesday, June 28, 2022

Attachments: X

From: Codi Agan, Director of Personnel

Item Number: 20

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

SUBJECT:

Request to Approve to Name Change of the Position Titles: Chief Business Officer to Assistant Superintendent for Business Services and Chief Educational Services Officer to Assistant Superintendent for Educational Services

BACKGROUND:

River Delta Unified School District made a commitment to its stakeholders to review and make changes and adjustments to names, titles, policies and practices to celebrate diversity, ensure equity and embrace inclusion.

STATUS:

After a comprehensive review of all job titles, a name change of the position titles for Chief Business Officer and Chief Educational Services Officer is needed. With respect for cultural sensitivity of indigenous people, we recommend removing “Chief” from each title and replacing it with Assistant Superintendent.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board Approves the Name Change of the Position Titles: Chief Business Officer to Assistant Superintendent for Business Services and Chief Educational Services Officer to Assistant Superintendent for Educational Services

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: June 28, 2022

Attachments: X

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 21

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

SUBJECT:

Request to Review and Approve the River Delta Unified School District's Plan for the Universal Pre-Kindergarten Planning and Implementation Grant Program

BACKGROUND:

In order to provide equity of access for all students and their families, it is vital for River Delta Unified School District, in partnership with early learning and care programs, to develop a coherent educational system that begins with Universal Pre-Kindergarten (UPK), including access to Transitional kindergarten (TK) and other options for four-year-old children, and provided nine hours of programming per day through a combination of instructional time and extended learning and care opportunities for those families who chose this option. RDUSD has created a plan to support the implementation of UPK districtwide.

STATUS:

This implementation is a phased rollout with full implementation for programming for all four-year-old children to be offered by the 2025-2026 school year.

PRESENTER: Nicole Latimer, Chief Educational Services Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: N/A

RECOMMENDATION:

That the Board approves the Universal Pre-Kindergarten Planning and Implementation Grant Program

Time allocated: 3 minutes

UPK Planning Template

Self-Certification

In the data collection survey submitted to the CDE, LEAs must self-certify they developed a plan that was presented for consideration by the governing board or body at a public meeting on or before June 30, 2022, for how all children in the attendance area of the LEA will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA's expanding learning offerings, ASES, CSPP, Head Start programs, and other community-based early learning and care programs.

1. 1. Please complete the following table:

LEA Name	Contact Name and Title of the Individual Self-Certifying the Statement Above	Email	Phone
River Delta Joint Unified School District	Katherine Wright, Superintendent	kwright@rdsd.org	707-374-1711

1. 2. Did the LEA develop a joint plan with multiple LEAs (for example, multiple small and rural LEAs serving similar communities or countywide plans developed with support of the COE for all LEAs in the county)? [select one]

- a. a. Yes

- a. b. **No**

- a. 3. If the LEA answered Yes to Question 2, what other LEAs are part of this joint plan? [open response]

- 1.

**Projected
Enrollment
and Needs
Assessment**

***Recommended
Planning
Questions***

The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions.

- 1. What do existing data sources indicate about parental needs and preferences related to early learning and care programs for three- and four-year-old children in the LEAs attendance area? (LEAs are encouraged to work with local early learning and care partners such as CSPP, Head Start programs, LPCs, R&Rs, and APPs, and utilize data sources such as LPC Needs Assessment data, Head Start Needs Assessments, and so on)
- 2. Using the projected TK enrollment for the LEA provided by the CDE, make modifications to the LEA’s TK student estimates and make cumulative facilities and staffing estimates needed each year from school year 2022–23 to 2025–26.⁷ Complete the following tables.⁸

Table: Projected Student Enrollment

Type of Student	2019–20	Current (TK-eligible children turn five between September 2 and December 2, inclusive)	2022–23 (TK-eligible children turn five between September 2 and February 2, inclusive)	2023–24 (TK-eligible children turn five between September 2 and April 2, inclusive) ⁴	2024–25 (TK-eligible children turn five between September 2 and June 2, inclusive)
TK Students	25	30	42	59	75
CSPP (if applicable)	4	5	8	10	12

12

⁷ If the administration of kindergarten will be impacted by the implementation of UPK, (for example, through the use of combination classes), add additional rows to the table and develop estimates for the number of kindergarten students, classrooms, teachers, and teacher’s assistants will be needed, in addition to those estimates that are required for reporting to CDE.

⁸ See the implementation schedule above for changes in teacher/adult ratios over the implementation period.

Table: Facilities Estimates (Cumulative)

Type of Facility	2019–20	Current	2022–23	2023–24	2024–25
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TK Classrooms	2	3	4	4	4
CSPP Classrooms	1	1	1	1	1
Head Start or Other Early Learning and Care Classrooms	2	1	2	2	2

Table: Staffing Estimates (Cumulative)

Type of Staff	2019–20	Current	2022–23	2023–24	2024–25
TK	2	3	4	4	4
TK Teacher’s Assistants	NA	NA	N/A	2	3
CSPP (if applicable)	1	1	1	1	1
Other CSPP Classroom Staff (if applicable)	2	2	2	2	2

Type of Staff	2019–20	Current	2022–23	2023–24	2024–25
Early Education District-level staffing (if applicable)	0	0	0	0	0

- 3. As part of the ELO-P requirements, *EC* Section 8281.5 requires LEAs to offer or partner in offering in-person before school or after-school expanded learning opportunities that, when added to daily instructional minutes, are no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day, including through partnerships with the LEA’s expanding learning offerings, ASES, CSPP, Head Start programs, and other community-based early learning and care programs.

Consider your estimated number of TK students. Estimate the number of TK students that will utilize extended learning and care services in addition to the TK instructional minutes. Then, working with local early learning and care and expanded learning partners, estimate the number of slots available for TK students in the following programs:

Table: Projected Number of TK Students Utilizing Extended Learning and Care

2019–20	Current	2022–23	2023–24	2024–25
5	14	42	59	75

Table: Projected Number of Slots Available for TK Students

Slot Type	2019–20	Current	2022–23	2023–24	2024–25
CSPP	24	24	24	24	24
Head Start	48	24	48	48	48
ASES Program/ELO - P	5	14	42	59	75

Required Questions

CDE will be requiring this information be completed after the plan is presented to the governing board.

There are no required questions in this section.

Focus Area A: Vision and Coherence

In order to provide equity of access for all students and their families, it is vital for the LEA, in partnership with early learning and care programs, to develop a coherent educational system that begins with UPK, includes access to TK and other options for all four-year-old children, and provides nine hours of programming per day through a combination of instructional time and extended learning and care opportunities for those families who choose this option.

In planning for UPK, consider how the LEA’s administrative structure will support school leadership in building connections between them and expanded learning programs as well as early learning and care programs (CSPP, Head Start, other subsidized or privately administered preschool and child care programs) to provide UPK programming and before school and after-school, intersession, and summer learning and care.

Recommended Planning Questions

The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions.

- 1. What is the LEA's vision for UPK? [open response]

River Delta Joint Unified School District's (RDUSD) vision for the Universal Pre-Kindergarten is focused on developmentally appropriate experiences for teaching communication, group interactions, social emotional learning, and school readiness.

- 2. In addition to TK, what service delivery models will be integrated to offer UPK programming, including the nine hours of total extended learning and care programming around the TK instructional time for families that opt in? In developing this component of the plan, LEAs should include partners such as CSPP, Head Start, and other early learning and care providers to ensure local services and funding are maximized and coordinated in response to parental needs and choice. [open response]

RDUSD is developing programming that directly aligns with the skills and topics covered in the classroom. As the scope and sequence of the Transitional Kindergarten curriculum is revised and expanded. A supplemental curriculum program will be developed.

- 3. Describe the planned administrative structure that will support and monitor the UPK program and facilitate connections with the ELO-P as well as non-LEA- administered early learning and care programs that will support the extended learning components of UPK. [open response]

The UPK program will fall under the supervision of the Educational Services Officer. The Educational Services Officer will oversee the curriculum and funding for the program. Site administrators will oversee the day-to-day operations and staff.

- 1. Identify and assign each individual that will be responsible for key functions pertaining to implementing UPK (for example, academic or educational services, early childhood, facilities, human resources and labor, special education, English learner or multilingual programs, partnerships, including early learning and care and ELO-P, assessment and data collection, professional learning, workforce recruitment and preparation support, or others). [open response]

-Educational Services Officer: academic or educational services, early childhood, facilities, including early learning and care and ELO-P, partnerships, assessment and data collection, professional learning, English learner or multilingual programs^[1]_[2]-Site Principals: day-to-day operations and staffing.

-Human Resources Director: human resources and labor, workforce recruitment and preparation support

-Special Education Director: special education services

- 2. Identify how UPK leadership will be integrated in the decision-making process at the executive or cabinet level. [open response]

The Educational Services Officer will be the leader for the UPK program and is a

member of the executive administrative team at the LEA.

- 3. Describe how the LEA's proposed UPK model will be integrated with the district's LCAP. [open response]

The UPK model will be integrated directly into the elementary program, which aligns directly with the current LCAP. The LCAP has five goals, which are aligned in our TK program as they are aligned with all other elementary grade levels.

- 4. Describe how the LEA plans to ensure the inclusion of students with disabilities in UPK classrooms and who will be involved in the process. [open response]

RDUSD works to support students with disabilities through its full inclusion model under the direction of Educational Services Officer, Director of Special Education, and Education Specialists at the school site. PreK students will have the access to the full span of resources available in the LEA.

- 5. Describe how the LEA plans to support sites in building connections between them and ELO-P, as well as early learning and care partners. [open response]

RDUSD plans to house a TK program on every school site district wide. The facilities are equipped to meet the needs of PK students and their access to the before and after school program.

Required Questions

CDE will be requiring this information be completed after the plan is presented to the governing board.

- a. 1. Which of the following model(s) of service delivery does the LEA plan to implement for UPK for all four-year-old children, including classes fully inclusive of children with disabilities, to provide access to the least restrictive environment for learning? [select all that apply]
 - a. a. **TK offered at all sites**
 - a. b. TK offered at some sites
 - a. c. **TK stand-alone classes**
 - a. d. **TK and kindergarten combination classes**
 - a. e. CSPP and TK combination classes (CSPP funding and ADA funding)
 - a. f. Locally-funded preschool and TK combination classes
 - a. g. **CSPP stand-alone classes**

- a. h. **Head Start stand-alone classes**
- a. i. Other [describe, open response]
- a. 2. Does the LEA plan to implement full-day TK, part-day TK, or both?⁹ [select one]
 - a. a. **Full Day TK**
 - a. b. Part Day TK
 - a. c. Both
- a. 3. Describe how the model(s) of service delivery selected in the preceding two questions will be implemented across the LEA's sites and why. [open response]

RDUSD's service delivery model includes a full day TK offering. Three campuses will support stand alone TK classes. Bates Elementary School currently has a combination TK-K class in the Dual Language Immersion program and will continue this offering for the 2022-2023 school year. ELO-P funding will provide after school program to include academic experiences through 6pm at D.H White School, while the Beyond the Bell program will continue to serve students at Bates, Walnut Grove and Isleton Elementary Schools. All before and after school program offerings will be available to all TK students.

⁹ The minimum length of instructional time that must be offered to constitute a school day is 180 minutes (*EC* sections 46117 and 46201). By statute, the maximum school day in kindergarten is four hours ("part day") (*EC* Section 46111). However, *EC* Section 8973 allows schools that have adopted an early primary program (extended-day kindergarten or "full day") to exceed four hours. Furthermore, *EC* Section 48000 states that a TK shall not be construed as a new program or higher-level service. In general, the number of required instructional minutes for TK is 36,000 minutes per year.

- a. 4. Does the LEA plan to begin operating a CSPP or expand its current CSPP contract? [select one]
 - a. a. Yes - the LEA applied to expand its existing CSPP contract in 2022–23
 - a. b. Yes - the LEA applied for a new CSPP contract in 2022–23
 - a. c. **Yes - the LEA will apply to expand its existing CSPP contract in future years (if funding is appropriated by the legislature)**
 - a. d. Yes - the LEA plans to apply to administer a CSPP contract in future

years (if funding is appropriated by the legislature)

- a. e. No - the LEA has no plans to begin or expand a CSPP contract in future years
- a. f. No - the LEA plans to relinquish or reduce CSPP services in future years
- a. 5. If the LEA answered yes in question four, what age of children does the LEA plan to serve through a CSPP contract? [select all that apply]
 - a. a. **Three-year-old children**
 - a. b. **Four-year-old children who will not be enrolled in TK in the current school year**
 - a. c. Four-year-old children who will be enrolled in early admittance TK on their fifth birthday but who are not yet enrolled because their birthday does not fall in the range for which LEAs are fully funded to support TK. (Note: children whose birthdays fall outside of this range can be served in TK at LEA option from the beginning of the school year, but LEAs only generate ADA after the child's fifth birthday.)
 - a. d. Four-year-old children who are enrolled in TK, including early admittance TK (CSPP would provide extended learning and care in addition to the TK instructional day)
- a. 6. Please indicate if the LEA plans to serve students eligible for early admittance TK, for children whose fifth birthday occurs after the enrollment date for the year of implementation (see implementation timeline above)?
 - a. a. 2022–23 (Birthdays February 3 or after) [select one]
 - i. i. Yes
 - i. ii. No
 - ii. i. **iii. Maybe**
 - a. b. 2023–24 (Birthdays April 3 or after) [select one]
 - i. i. Yes
 - i. ii. No
 - i. **iii. Maybe**
 - a. c. 2024–25 (Birthdays June 3 or after) [select one]

i. i. Yes

i. ii. No

i. iii. **Maybe**

i. Focus Area B: Community Engagement and Partnerships

To successfully implement UPK and create a P–3 continuum, LEAs will need to cultivate relationships and collaborate with both internal and external partners.

Recommended Planning Questions

The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions below.

- 1. How does the LEA's UPK Plan prioritize parental needs and choices? [open response]

RDUSD will utilize parent surveys to determine the parental needs and choices.

- 2. How does the LEA plan to meaningfully engage extended learning and care partners in the development of the LEA's UPK Plan? [open response]

RDUSD will continue to use in house extended learning and care partners. The Educational Services Officer who oversees extended learning has been part of the planning process.

- 3. What actions does the LEA plan to take to partner with local R&Rs; LPCs; and existing early education, child care, and expanded learning providers within the LEA's attendance boundary to support parents to access services across LEA- administered and non-LEA-administered programs for extended learning and care and other supports? [open response]

RDUSD will continue to use in house extended learning and care partners. The Educational Services Officer who oversees extended learning has been part of the planning process.

- 4. How does the LEA plan to create or grow partnerships with early learning and care providers serving children with disabilities (including how the LEA plans to collaborate with their SELPA to enroll more children with disabilities in inclusive UPK opportunities)? [open response]

RDUSD will continue to use in house extended learning and care partners. The Educational Services Officer who oversees extended learning has been part of the planning process.

- 5. Develop sample program schedules that describe how the requirements of the ELO-P will be met for UPK, including the use of ELO-P funds or other fund sources; how they will be combined with the instructional day to offer a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports); and how they will offer a minimum nine-hour summer or intersession day. [open response]
 1. RDUSD will continue to use in house extended learning and care partners. The Educational Services Officer who oversees extended learning has been part of the planning process.

Required Questions

CDE will be requiring this information be completed and submitted to the CDE after the plan is presented to the governing board.

- 1. Identify which of the following opportunities the LEA implemented to obtain public input on the UPK Plan. [Select all that apply]
 - a. a. **Parent Teacher Association Meetings**
 - a. b. **Family or parent surveys**
 - a. c. **English Learner Advisory Committee (ELAC)**
 - a. d. **District English Learner Advisory Committee (DELAC)**
 - a. e. Special Education Local Plan Area (SELPA)
 - a. f. **School Site Council**
 - a. g. District Advisory Committee
 - a. h. **LCAP educational partners input sessions**
 - a. i. Tribal Community input session
 - a. j. Co-hosting events with community-based organizations (CBOs)
 - a. k. Hosting meet and greets with the early learning and care community
 - a. l. LPC Meetings
 - a. m. Local Quality Counts California (QCC) consortia meetings
 - a. n. First 5 County Commission meetings

- a. o. Community Advisory Committee (CAC)
 - a. p. Head Start Policy Council meetings
 - a. q. Collaboration with parent engagement centers (for example, Parent Training and Information Center [PTIC], Community Parent Resource Center [CPRC], Family Empowerment Centers [FEC])
 - b. a. r. Other [describe, open response]
- a. 2. Select which programs the LEA plans to combine with the TK instructional day to offer a minimum of nine hours per day of programming (instructional day plus programming) for children whose families opt in for extended learning and care. [select all that apply]
- a. a. **Expanded learning programs on an LEA site (ASES, 21st Century Community Learning Centers [21st CCLC], ELO-P)**
 - a. b. Expanded learning programs at a CBO site (ASES, 21st CCLC, ELO-P)
 - a. c. CSPP (on an LEA site)
 - a. d. CSPP (at a CBO site)
 - a. e. LEA- or locally-funded preschool
 - a. f. Head Start
 - a. g. LEA preschool funded with Title I of the Every Student Succeeds Act funds
 - a. h. Other CBO preschool
 - a. i. State subsidized child care (not including CSPP)
 - a. j. Other [describe, open response]
- a. **Focus Area C: Workforce Recruitment and Professional Learning**

Based on the projected enrollment and needs described in Focus Area A, LEAs should create a plan to recruit, train, and support the new TK, preschool, early learning and care, and expanded learning staff needed to support full-day early education options for all children the year before kindergarten.

(Note: All LEAs will need to plan for workforce development considerations as part of this planning work. There is a separate \$100 million allocation for the Prekindergarten

Planning and Implementation Grant – Competitive, also known as the Early Education Teacher Development Grant, that will be competitively awarded and is not part of this planning template.)

EC Section 48000(g)(4) specifies that credentialed teachers who are first assigned to a TK classroom after July 1, 2015, have, by August 1, 2023, one of the following:

- a. At least 24 units in early childhood education, or childhood development, or both.
- b. As determined by the LEA employing the teacher, professional experience in a classroom setting with preschool age children that is comparable to the 24 units of education described in subparagraph (a).
- c. A Child Development Teacher Permit issued by the CTC.

EC Section 8295 specifies that teachers in CSPP shall either possess a permit issued by the CTC authorizing service in the care, development, and instruction of children in a child care and development program; or meet the following criteria:

- a. Possess a current credential issued by the CTC authorizing teaching service in elementary school or a single subject credential in home economics; and
- b. Possess twelve units in early childhood education or child development, or both, or two years' experience in early childhood education or a child care and development program.

Recommended Planning Questions

The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions below.

- 1. How does the LEA plan to recruit the educators needed to implement its UPK Plan (including CSPP teachers, assistant teachers, TK teachers, and TK teachers' instructional aides and assistants)? [open response]

RDUSD has ongoing partnerships with local Institutions of higher education (IHEs) including Fortune School of Education, Sacramento, Yolo and Solano COE and Teachers College of San Joaquin to help support teachers holding less than a full credential to complete requirements to earn a preliminary Multiple Subject Teaching Credential.

- 2. How does the LEA plan to partner with CSPP, Head Start, and other early learning and care providers to offer joint professional learning opportunities? [open response]

RDUSD will partner with a local IHE offering eligible early childhood education or childhood development coursework to teachers.

- a. 1. What is the LEA's planned strategy for providing professional learning

for educators across the LEA's P–3 continuum? Plans might include the following: [open response]

- a. a. Who will receive this professional learning?
 - i. i. By role (lead teachers, assistant teachers, administrators, coaches, and so forth)
 - i. ii. By grade (TK staff, kindergarten through third grade staff, on-site preschool staff, off-site preschool staff, and so forth)
- a. b. What content will professional learning opportunities cover?
 - i. i. Effective adult-child interactions
 - i. ii. Children's literacy and language development (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
 - i. iii. Children's developing math and science (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
 - i. iv. Children's social-emotional development (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
 - i. v. Implicit bias and culturally- and linguistically-responsive practice
 - i. vi. Adverse Childhood Experiences (ACEs) and trauma- and healing- informed practice
 - i. vii. Curriculum selection and implementation
 - i. viii. Creating developmentally-informed environments
 - i. ix. Administration and use of child assessments to inform instruction
 - ii. i. x. Support for multilingual learners, including home language development and strategies for a bilingual classroom
 - i. xi. Serving children with disabilities in inclusive settings, including Universal Design for Learning
 - i. xii. Engaging culturally- and linguistically-diverse families

- a. c. How will professional learning be delivered?
 - i. i. Coaching and mentoring
 - i. ii. Classroom observations and demonstration lessons with colleagues
 - i. iii. Workshops with external professional development providers
 - i. iv. Internally-delivered professional learning workshops and trainings
 - i. v. Operating an induction program
 - i. vi. Partnerships with local QCC professional learning in CSPP settings
 - i. vii. In mixed groupings (for example, TK and CSPP teachers)

- a. Who will receive this professional learning?
 - i. By role (lead teachers, assistant teachers, administrators, coaches, and so forth)
- b. What content will professional learning opportunities cover?
 - i. Effective adult-child interactions
 - ii. Children's literacy and language development (aligned with the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks)
 - iii. Children's developing math and science (aligned with the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks)
 - iv. Children's social-emotional development (aligned with the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks)
 - v. Implicit bias and culturally- and linguistically-responsive practice
 - vi. Adverse Childhood Experiences (ACEs) and trauma- and healing-informed practice
 - vii. Curriculum selection and implementation
 - viii. Creating developmentally-informed environments
 - ix. viii. Administration and use of child assessments to inform instruction
 - x. ix. xi. Serving children with disabilities in inclusive settings, including Universal Design for Learning
 - xii. Engaging culturally- and linguistically-diverse families
- c. How will professional learning be delivered?
 - i. Coaching and mentoring
 - ii. Classroom observations and demonstration lessons with colleagues
 - iii. Workshops with external professional development providers
 - i. iv. Internally-delivered professional learning workshops and trainings
 - v. In mixed groupings (for example, TK and CSPP teachers)
 - x. Support for multilingual learners, including home language development and strategies for a bilingual classroom

- a. 2. How does the LEA plan to facilitate the development of a district early

education leadership team (across grade levels and departments) and promote site-based horizontal and vertical articulation (P–3) teams to support student transitions, share strategies, and collaboratively monitor student progress?

RDUSD currently an elementary curriculum committee that focuses on TK-6th grade horizontal and vertical articulation. This team will meet regularly to discuss strategies to support student progress.

Required Questions

CDE will be requiring this information be completed after the plan is presented to the governing board.

- a. 1. Which of the following strategies does the LEA intend to use to support diverse and effective prospective TK teachers, including multilingual educators, to earn a Multiple Subject Teaching Credential? [select all that apply]
 - a. a. **Partner with one or more local Institutions of higher education (IHEs) or the COE to help support teachers holding less than a full credential to complete requirements to earn a preliminary Multiple Subject Teaching Credential**
 - a. b. Apply for a California Classified School Employee Teacher Credentialing Program grant (<https://www.ctc.ca.gov/educator-prep/grant-funded-programs/Classified-Sch-Empl-Teacher-Cred-Prog>) on your own, with your COE, as part of a new collaborative, or by joining an existing Classified grant program to recruit teachers
 - a. c. Apply for a California Teacher Residency Grant Program (<https://www.ctc.ca.gov/educator-prep/grant-funded-programs/teacher-residency-grant-program>) on your own, as part of a new collaborative, or by joining an existing Teacher Residency Grant Program to recruit and prepare individuals with a bachelor's degree who want to become teachers in your LEA
 - a. d. Join an existing intern preparation program to recruit and prepare teachers for your LEA
 - a. e. Join an existing apprenticeship cohort program to recruit and prepare teachers for your LEA
 - b. a. f. Establish a relationship with other local LEAs to establish pathways for high school students interested in a career in CSPP or in P–3 teaching through clubs, registered apprenticeships, or other such early recruitment opportunities

- a. g. Partner with the California Center on Careers to contact registrants who might be interested in becoming teachers for your LEA
 - a. h. Provide information on scholarship and grant opportunities to CSPP and other staff interested in providing extended learning and care services
 - a. i. Apply for workforce development funding and competitive grant opportunities from the CDE
 - a. j. Provide a stipend for tuition and fees for coursework leading to a Multiple Subject Teaching Credential
 - a. **k. Provide advising on credential requirements and options for how to meet these requirements**
 - a. l. Collaborate with IHEs to offer unit-bearing coursework at a local LEA site during times that work for teachers and other interested staff members [list IHEs, open response]
 - a. m. Partner with a local IHE to provide other services to candidates seeking to earn a Multiple Subject Teaching Credential
 - a. n. Partner with a COE to provide other services to candidates seeking to earn a multiple subject credential
 - a. o. Other [describe, open response]
 - a. p. None of the above, the LEA currently has enough Multiple Subject Teaching Credential holders to meet the need for TK educators
- a. 2. Which of the following strategies does the LEA intend to employ to support diverse and effective prospective TK teachers, including multilingual educators, to meet the requirements under *EC* Section 48000(g)(4)? [select all that apply]
- a. a. Partner with a local IHE offering eligible early childhood education or childhood development coursework
 - a. b. Partner with an IHE or COE to operate cohort models for LEA teachers earning 24 units
 - a. c. Provide information on scholarship and grant opportunities
 - b. **a. d. Apply for workforce development funding and grant opportunities**

- a. e. Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining credit-based coursework or a degree
 - a. f. Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining a Child Development Teacher Permit
 - a. g. Provide advising on requirements and how to meet the requirements
 - a. h. Offer unit-bearing IHE coursework at a local LEA site during times that work for teachers
 - a. i. Develop or work with an established mentorship program to support new TK teachers
 - a. j. Other [describe, open response]
 - a. k. **None of the above; the LEA currently has enough Multiple Subject Teaching Credential holders who have at least 24 units in early childhood education, or childhood development, or both; professional experience in a classroom setting with preschool-age children that is comparable to the 24 units of education described in subparagraph (a); or a Child Development Teacher Permit issued by the CTC.**
- a. 3. Which of the following strategies does the LEA intend to employ to support diverse and effective prospective **CSPP** teachers, including multilingual educators, to obtain a Child Development Teacher Permit [select all that apply]
- a. a. **Partner with a local IHE offering eligible early childhood education or childhood development coursework**
 - a. b. **Partner with an IHE or COE to operate cohort models for educators working towards a Child Development Teacher Permit**
 - a. c. **Provide information on scholarship and grant opportunities**
 - a. d. Apply for workforce development funding and grant opportunities
 - a. e. Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining credit-based coursework or a degree
 - a. f. Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining a Child Development Teacher

Permit

- b. a. g. Provide advising on requirements and planning for how to meet the Child Development Teacher Permit requirements
 - a. h. Offer unit-bearing coursework at a local district site during times that work for teachers
 - a. i. Other [describe, open response]
 - a. j. None of the above, the LEA is not planning to support prospective CSPP educators in obtaining a Child Development Teacher Permit
- a. 4. On which child observational assessments does the LEA intend to offer professional learning to TK, CSPP, and other early education teachers during the 2022–23 school year? [select all that apply]
- a. a. Ages & Stages Questionnaire (ASQ)
 - a. b. BRIGANCE Early Childhood Screen
 - a. c. **Desired Results Developmental Profile (DRDP)**
 - a. d. Developmental Reading Assessment (DRA)
 - a. e. **LEA-based, grade level benchmarks and a report card**
 - a. f. Teaching Strategies GOLD (TS GOLD)
 - a. g. Work Sampling System (WSS)
 - a. h. Other [describe, open response]
 - a. i. The LEA does not plan to offer professional learning on child observational assessments
- a. 5. On what topics does the LEA intend to offer professional learning regarding early childhood education to site leaders and principals? [select all that apply]
- a. a. **Effective adult-child interactions**
 - a. b. **Children’s literacy and language development (aligned with the Preschool Learning Foundations and Frameworks)**
 - a. c. **Children’s developing math and science (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)**
 - b. a. d. **Children’s social-emotional development (aligned with**

the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)

- a. e. Implicit bias and culturally- and linguistically-responsive practice
- a. f. **ACEs and trauma- and healing-informed practice**
- a. g. Curriculum selection and implementation
- a. h. Creating developmentally-informed environments
- a. i. Administration and use of child assessments to inform instruction
- a. j. Support for multilingual learners, including home language development and strategies for a bilingual classroom
- a. k. **Serving children with disabilities in inclusive settings, including Universal Design for Learning**
- a. l. **Engaging culturally- and linguistically-diverse families**
- a. m. Other [describe, open response]
- a. n. Site leaders and principals will not be offered professional learning on early childhood education
- a. **Focus Area D: Curriculum, Instruction, and Assessment**

It is critical for each LEA and preschool program partner to plan for how they will develop or select curriculum or curricula that are developmentally-informed and aligned with the strengths of all students, including multilingual students and students with disabilities, as well as how they will ensure curricula are implemented with fidelity to support intentional, quality instruction for all students. LEAs and preschool program partners should consider how they will provide coherent, culturally- and linguistically-responsive UPK curriculum or curricula anchored in the *California Preschool Learning Foundations* (<https://www.cde.ca.gov/sp/cd/re/psfoundations.asp>) and the *California Preschool Curriculum Frameworks* (<https://www.cde.ca.gov/sp/cd/re/psframework.asp>) to support the development of skills across the domains outlined in those documents.

Recommended Planning Questions

The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions.

1. Describe how the LEA will develop or select a curriculum for UPK classrooms that aligns with the *California Preschool Learning Foundations* and *California Preschool Curriculum Frameworks*. [open response]

RDUSD is completing a self-assessment of the current curriculum in place and completing research on other curricula that has been developed.

- 1. Describe the intended timeline for curriculum implementation, including steps for piloting and gathering input from UPK teachers, and a process for ensuring curriculum fidelity. [open response]

RDUSD will complete the curriculum study by Spring 2023 and pilot any new curriculum in 2022- 2023 with a determination by summer of 2023.

- 2. What actions does the LEA plan to take to support effective classroom organization practices and behavior management strategies to ensure a positive learning environment for a diverse population of UPK students?

RDUSD will continue to provide all elementary (TK-5) teachers opportunities for professional development in the following strategies: PBIS, MTSS, and Sanford Harmony.

- 1. Describe how classroom practices for UPK (TK and other preschool programs the LEA operates or has on site) will be integrated and aligned.

Teachers from all four campuses will be provided opportunities to work collaboratively in an effort to share best practices and make program improvements.

- 2. What instructional practices does the LEA plan to implement to support children with disabilities in UPK (for example, implementing Universal Design for Learning, providing specialized services in the classroom with peer models, implementing social-emotional strategies such as the Pyramid Model)? [open response]

RDUSD will implement Universal Design for Learning (UDL), provide specialized services in the classroom with peer models through our Inclusive Education department, and implement social- emotional strategies through our Second Step curriculum.

1. What instructional practices does the LEA plan to implement to support the language and overall development of multilingual learners? [open response]

RDUSD will continue to implement GLAD and EL strategies through our designated and integrated instructional time.

1. How does the LEA plan to assess dual language learners (DLLs) in areas other than English language acquisition? [open response]

RDUSD will continue to assess DLLs through the state required ELPAC assessment and provide integrated instructional time in all subjects.

Required Questions

CDE will be requiring this information be completed after the plan is presented to the governing board.

- a. 1. Does the LEA plan to provide any of the following language model(s) for TK students? [select all that apply]
 - a. a. **Dual language program with a language allotment¹⁰ of 50/50 [open response for language offered]**
 - a. b. Dual language program with a language allotment of 90/10 [open response for language offered]
 - a. c. Dual language program with a language allotment of 80/20 [open response for language offered]
 - a. d. Dual language program with a language allotment of 70/30 [open response for language offered]
 - a. e. **English-only instruction with home-language support**

¹⁰ The percentage of instructional time spent on the target language and English (e.g., in a 50/50 Spanish/English program, 50% of instructional time is spent on each language).

- a. f. None
- a. g. Other [describe, open response]
- a. 2. If the LEA administers CSPP, does it plan to provide any of the following language model(s) for CSPP students? [select all that apply]
 - a. a. Dual language program with a language allotment¹¹ of 50/50 [open response for language offered]
 - a. b. Dual language program with a language allotment of 90/10 [open response for language offered]
 - a. c. Dual language program with a language allotment of 80/20 [open response for language offered]
 - a. d. Dual language program with a language allotment of 70/30 [open response for language offered]
 - a. e. **English-only instruction with home-language support**
 - a. f. None
 - a. g. Other [describe, open response]

- a. 3. Identify methods the LEA plans to use to support the development of social- emotional learning and executive function skills through specific instruction in these areas and by embedding and reinforcing this instruction in all curriculum areas. [select all that apply]
 - a. a. Provide training for staff on the Center on the Social Emotional Foundations for Early Learning (CSEFEL) Pyramid Model
 - a. b. Implement the CSEFEL Pyramid Model in the classroom
 - a. c. **Designing developmentally-appropriate learning environments to allow for individual and group activities that promote social- emotional learning and executive function skills (for example, use students' pictures or words in daily routines, feelings charts)**

¹¹ The percentage of instructional time spent on the target language and English (e.g., in a 50/50 Spanish/English program, 50% of instructional time is spent on each language).

- a. d. **Promote learning through play as a context for social and emotional development, including social play with teachers and peers in small or large group settings**
- a. e. **Use developmental observations to identify children's emerging skills and support their development through daily interactions**
- a. f. **Development of lesson plans or use of a curriculum that includes specific and targeted social-emotional learning and executive function activities throughout the day of instruction**
- a. g. **Staff development opportunities encouraging reflective practice and cross-level support for instruction specific to social-emotional learning and executive function skills**
- a. h. **Offer open-ended, self-directed learning opportunities that foster individual interests and curiosity and new learning**
- a. 4. What instructional practices does the LEA plan to implement to support children with disabilities in UPK programming? [select all that apply]
 - a. a. **Implement Universal Design for Learning**

- a. b. **Provide adaptations to instructional materials**
 - a. c. **Provide specialized services (for example, occupational therapy, physiotherapy, speech and language pathology therapy) in the classroom with peer models**
 - a. d. **Implement social-emotional strategies, such as the Pyramid Model, CSEFEL, and others**
 - a. e. **Provide additional staff to support participation in instruction**
 - a. f. Other [open response]
- a. 5. What assessments does the LEA plan to use in TK or kindergarten?
[select all that apply]
- a. a. ASQ
 - a. b. BRIGANCE Early Childhood Screen
 - a. c. DRDP
 - a. d. DRA
 - b. a. e. **LEA-based grade level benchmarks and a report card**
 - a. f. TS GOLD
 - a. g. WSS
 - a. h. Other [describe, open response]
 - a. i. The LEA does not plan to use a common TK assessment
 - a. j. Unsure

a. Focus Area E: LEA Facilities, Services, and Operations

It is critical to ensure that LEA facilities, services, and operations are thoughtfully aligned to support the implementation of UPK and movement towards a P–3 continuum. It is also critical for early education programs currently operating to continue to be a part of California’s mixed-delivery system by creating shared space, blending funding and coordinating service delivery.

For Facilities:

For facilities planning, draw on the Projected Enrollment and Needs Assessment section of this document and the LEA’s Facilities Master Plan. The objectives of this

section are to identify the availability of space for UPK, the adequacy of available space to meet the kindergarten facilities standards for meeting the needs of young children, and, if needed, to update the Facilities Master Plan to address any unmet need for developmentally-appropriate space.

Recommended Planning Questions

The CDE recommends districts prioritize these questions as part of their UPK Plan in addition to required questions.

- 1. What strategies does the LEA plan to employ to integrate younger children and older children on the same campus and ensure safety and appropriate commingling? [open response]

Preschool program students have their own playground. TK and Kindergarten students have opportunities for recess and outdoor play that are separate from other grade levels according to the school schedule. All TK-5th grade students share the same library, cafeteria, and front office at different times according to the school schedule.

- 2. Describe how the LEA plans to address transportation issues resulting from UPK implementation. [open response]

RDUSD does not have the option to address transportation issues resulting from UPK implementation due to a significant shortage in transportation staffing.

- 3. What strategies does the LEA intend to implement to ensure TK students have access to meals and adequate time to eat (for example, adding additional meal services and time in the cafeteria, offering breakfast after the bell [students pick up a breakfast and bring it to the classroom])? (Note: The LEA must continue to comply with all health and safety, state, and federal Child Nutrition Program regulations while implementing meal service) [open response]

1. RDUSD will continue to provide access to meals for all students. Our after school program provides snacks for students after school as well.

Required Questions

CDE will be requiring this information be completed after the plan is presented to the governing board.

- a. 1. To support an overall increase in UPK access, what efforts does the LEA plan to make to prevent the displacement of any early education programs on LEA campuses, including both LEA-administered and non-LEA-administered programs? [open response]
- a. 2. Does the LEA have adequate classroom space to meet the Projected Enrollment of TK students listed in the Projected Enrollment and Needs

Assessment section of this document, for the respective implementation year?
[multiple choice]

a. a. **Yes**

a. b. No

i. i. If no, how many more classrooms does the LEA need?
[identify number, open response]

i. ii. If no, how might the LEA provide classrooms in the
timeframe needed? [describe, open response]

i. 3. Does the space meet the kindergarten standards described in *California Code of Regulations*, Title 5, Section 14030(h)(2)? [multiple choice]

a. a. **Yes**

a. b. No

i. i. If no, what modifications need to be made? What resources
are needed to make them? (See Facilities Grant Program
Funding at
<https://www.dgs.ca.gov/OPSC/Services/Page-Content/Office-of-Public-School-Construction-Services-List-Folder/Access-Full-Day-Kindergarten-Facilities-Grant-Program-Funding>) [describe, open
response]

ii. i. 4. Does the space contain necessary adaptive equipment, assistive
technology, or other accommodations to ensure children with disabilities have
access to education in the least restrictive environment? [multiple choice]

a. a. **Yes**

a. b. No

i. i. If no, what modifications need to be made? What resources
are needed to provide equipment or accommodations? [describe,
open response]

i. 5. Does the LEA's Facilities Master Plan adequately address the need for
UPK programming? [multiple choice]

a. a. **Yes**

a. b. No

i. i. If no, what process will the LEA use to update the Facilities

Master Plan to accommodate future TK and early education programming? [describe, open response]

i. 6. In which of the following areas does the LEA intend to make updates to facilities? [select all that apply]

- a. a. Turfed area
- a. b. Paved area
- a. c. Apparatus area
- a. d. Land required for buildings and grounds
- a. e. Total square feet required
- a. f. **None of the above**

a. 7. What transportation will the LEA offer to children enrolled in TK? [select all that apply]

- a. a. Transportation to and from the TK program
- a. b. Transportation from the TK program to an extended learning and care opportunity on another LEA site
- b. a. c. Transportation from the TK program to an extended learning and care opportunity on a non-LEA site (for example, a CBO that operates a preschool program)
- a. d. **No transportation will be provided**

a. 8. Will the LEA offer transportation to transport TK children to extended learning and care opportunities that are at other sites than the one the child is enrolled at for TK?

No

Appendix I - Definitions

The following definitions are critical for UPK planning efforts. Additional terms and definitions can be found in the Guidance Document:

- **Preschool through Third Grade (P-3):** P-3 is a continuum of learning from preschool through third grade that can be supported by intentional practices at the classroom, school, and leadership levels that align curricula, assessment, and professional learning opportunities to ensure instruction builds on the knowledge and skills that children acquire as they transition

across grades and settings.

- **Universal prekindergarten (UPK):** UPK refers to universal TK as well as the expanded CSPP, Head Start, and early childhood special education services that families can choose from to create rich early learning opportunities for all three- and four-year-old children during the year or two years before kindergarten. In high-needs neighborhoods, the CDE strongly encourages LEAs to consider pairing TK programs with access to Head Start and CSPP for age- and income- eligible three- and four-year-old children to further bolster program quality, either through the LEA's own Head Start or CSPP program or via a contract partnership with a CBO that administers a Head Start or CSPP.
- **Transitional kindergarten (TK):** TK means the first year of a two-year kindergarten program, serving four-year-old children regardless of income that uses a modified kindergarten curriculum that is age- and developmentally-appropriate (*EC* Section 48000 [d]).
- **Universal transitional kindergarten (UTK):** UTK refers to the expansion of TK by 2025–26 to serve all four-year-old children by September 1 of each year, regardless of income, providing a year of rich learning opportunities the year before kindergarten that families can choose from as part of California's public education system.
- **California State Preschool Program (CSPP):** CSPP is the largest state-funded preschool program in the nation. CSPP includes both part-day and full-day services to eligible three- and four-year-old children. CSPP provides a core class curriculum that is developmentally, culturally, and linguistically appropriate for the children served. The program also provides meals and snacks to children, parent education, referrals to health and social services for families, and staff development opportunities to employees. The program is administered through LEAs, colleges, community-action agencies, local government entities, and private, nonprofit agencies.
- **Expanded learning:** This includes before school, after-school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results-driven, include community
 - partners, and complement, but do not replicate, learning activities in the regular school day and school year.
- **Expanded Learning Opportunities Program (ELO-P):** ELO-P provides funding for after-school and summer school enrichment programs for TK through sixth grade. The ELO-P is defined as services provided in addition to the normal school day and school year operations, to provide full-day and full-year expanded learning programs to meet the needs of working families whose children are enrolled in TK through sixth grade and also provide expanded learning enrichment programming for students. A full day is defined as in-person before

school or after-school expanded learning opportunities that, when added to daily instructional minutes, are no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day. A full year includes a minimum of 30 days of programming in the summer and intersession for no fewer than nine hours of in-person expanded learning opportunities per day.

- **Early learning and care:** This refers to the continuum of programs serving children from birth to preschool or school entry, as well as extended care to support school-age children with before school and after-school care as well as vacation schedules. This includes general child care, Early Head Start and Head Start, community-based early learning and care programs, family child care providers, and family, friend, and neighbor care.
- **Extended learning and care:** This refers to the continuum of programs and services (early learning and care options and expanded learning options) available in addition to the normal school day and school year operations, to provide full-day and full-year care to meet the needs of working families whose children are enrolled in TK or kindergarten. A full day is defined as in-person before school or after-school programming or care that, when added to daily instructional minutes, provide no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day. A full year includes a minimum of 30 days of programming in the summer and intersession for no fewer than nine hours of in-person expanded learning opportunities per day. Funding to support extended learning and care for children enrolled in TK includes the ELO-P and the CSPP, as specified in guidance provided by the CDE’s Early Education Division. Additional subsidized care opportunities may be available to families who qualify, such as child care vouchers and the General Child Care School Age program.

Appendix II - Additional Deeper Planning Questions

This section includes optional planning questions for LEAs that are ready to develop more advanced UPK and P–3 plans.

These additional questions are designed to support the LEA’s development of a more comprehensive local UPK Plan. LEAs can also use these questions as a tool for integrating UPK into existing LEA plans such as the LCAP. LEA’s should assess their readiness to include any of these deeper planning questions in their initial planning process and reassess their readiness throughout the implementation of their UPK Plan.

Focus Area A: Vision and Coherence

- 1. If an LEA has a California State Preschool Plan (as part of the LEA’s application for its CSPP contract) what updates would the LEA like to make to the LEA’s program narrative to reflect implementation of TK? [open response]
- 2. Does the LEA plan to establish, maintain, and facilitate ongoing LEA leadership teams to focus on effective P–3 articulation and coordination

throughout the LEA? [open response]

- 3. How will the LEA support sites in providing well-coordinated transitions for all P–3 students as they move through grade levels? [open response]
- 4. How does the LEA plan to communicate the importance of the P–3 continuum across a broad spectrum of audiences (including audiences internal and external to the district)? [open response]
- 5. Identify the processes and tools the LEA will use to strengthen understanding of early childhood development and facilitate communication between preschool and elementary school (including TK) teachers, principals, and administrators to support P–3 alignment? [open response]

Focus Area C: Workforce Recruitment and Professional Learning

- 1. What strategies does the LEA plan to employ to recruit multilingual educators to teach in dual language programs? [open response]
- 2. How does the LEA plan to assess the implementation of its professional learning structures to ensure efficacy? [open response]

Focus Area D: Curriculum, Instruction, and Assessment

- 8. Describe how the LEA plans to establish and maintain a coherent, culturally- and linguistically-responsive P–3 continuum to provide a strong integrated curriculum anchored in the California Preschool Learning Foundations and the *California*
8. *Preschool Curriculum Frameworks*, California Common Core State Standards, and the Curriculum Frameworks. [open response]
- 9. What actions does the LEA plan to take to establish or expand multilingual programs across the P–3 continuum based on student population and family needs? (If the LEA has no plans to establish or expand multilingual programs across the P–3 continuum, identify how the LEA will evaluate these opportunities moving forward.) [open response]
- 10. What planning and actions are needed to accommodate a positive meal service, and how will the LEA adapt their universal meal program for TK students? [open response]

Focus Area E: LEA Facilities, Services, and Operations

- 4. Describe what changes the LEA intends to make to the LEA's Facilities Master Plan to ensure it is consistent with P–3 goals of creating seamless transitions for children and families. [open response]

- 5. Identify how the LEA plans to ensure TK students are included in all provisions of Multi-Tiered Systems of Supports (MTSS) and, when necessary, special education instruction, with an emphasis on early intervention and inclusion practices to address supports and least restrictive environments. [open response]
- 6. Identify any modifications the LEA intends to make to the Student Information System (SIS) and the assessment data system to ensure teachers and administrators have access to data from preschool through third grade. [open response]

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 28, 2022

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 22

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

SUBJECT:

Request to Approve the First and Final Reading of Administrative Regulation 3541 Transportation Routes and Service and the Modified Transportation Services Offered in River Delta Unified School District

BACKGROUND:

Like other states, California does not require transportation services for students to and from school. However, there are mandated classifications that requires districts to provided transportation services.

School districts across the state, as well as River Delta Unified School District's transportation Department, are suffering from a shortage of bus and van drivers. Our team has made tremendous ongoing efforts to hire both bus and van drivers. We have reached out through multiple online channels, EDJOIN, print media, school site postings, 6ft by 12ft Hiring signs posted around the district, social media, and flyers to name a few. We also used internal notifications thru email, Parent Square, and flyers expressing the same message.

To give perspective on the decline in staffing, in 2012-2013 the district had 12 bus and 2 car/van drivers. In 2018-2019 the district had 8 bus and 4 car/van drivers. Moving forward the 2021-2022 school year, we had 4 bus and 3 car/van drivers. Due to shortage of staffing we were forced to modify bus routes to community stops in 2021-2022. Currently the District does not have enough drivers to operate the already modified 4 bus and 2 car/van routes.

STATUS:

Due to the decline in staff, the District is forced to provide transportation services to those students required or mandated by law.

PRESENTER:

Tammy Busch, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board adopts Administrative Regulation 3541 and acknowledges the transportation services the District will be providing starting the 2022-2023 school year.

Time allocated: 5 minutes

Regulation 3541: Transportation Routes And Services

Status: DRAFT

Original Adopted Date: 06/26/2018 | Last Revised Date: Pending

The Superintendent or designee shall design transportation routes and stops within district boundaries that promote student safety, maximum efficiency in the use of buses, and decreased traffic in and around the schools.

(cf. 3510 - Green School Operations)

(cf. 3514 - Environmental Safety)

(cf. 3540 - Transportation)

(cf. 5142.2 - Safe Routes to School)

The Superintendent or designee shall communicate in writing to parents/guardians regarding bus routes, schedules, and stops. He/she may also arrange for local media to publish such information.

(cf. 1112 - Media Relations)

With the Board of Trustees' authorization, transportation services may be provided or arranged by the district for:

1. Students traveling to and from school during the regular school day (Education Code 39800)
2. Field trips and excursions (Education Code 35330)

(cf. 3541.1 - Transportation for School-Related Trips)

3. School activities, expositions or fairs, or other activities determined to be for the benefit of students (Education Code 39860)

4. District employees, parents/guardians, and adult volunteers traveling to and from educational activities authorized by the district (Education Code 39837.5)

Students who attend school outside of their school attendance area or district boundaries may be eligible for transportation services in accordance with district policy.

(cf. 5116.1- Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

The district shall provide home-to-school transportation and additional transportation services as needed for students with disabilities as specified in their individualized education program or Section 504 plan. (Education Code 41850; 20 USC 1400-1482; 34 CFR 104.4, 300.17, 300.34)

(cf. 3541.2 - Transportation for Students with Disabilities)

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education Under Section 504)

The Superintendent or designee shall provide transportation to homeless students in accordance with law, Board policy, and administrative regulation. When the student resides outside of district boundaries, the Superintendent or designee shall consult with the superintendent of the district of residence to apportion the responsibility and costs of transportation. (42 USC 11432)

(cf. 6173 - Education for Homeless Children)

The Superintendent or designee shall collaborate with the local child welfare agency to determine the provision, arrangement, and funding of transportation to enable foster youth to attend their school of origin when it is in the student's best interest to do so. (20 USC 6312)

(cf. 6173.1 - Education for Foster Youth)

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 15240-15244	Allowances for student transportation, definitions
Ed. Code 10900.5	Use of school buses for community recreation
Ed. Code 35330	Field trips and excursions; student fees
Ed. Code 35350	Authority to transport pupils
Ed. Code 39800	Powers of governing board to provide transportation to and from school
Ed. Code 39800-39809.5	Transportation, general provisions
Ed. Code 39801.5	Transportation for adults
Ed. Code 39808	Transportation for private school students
Ed. Code 39830-39843	School buses
Ed. Code 39835	Use of school buses for community recreation
Ed. Code 39837	Transportation to summer employment program
Ed. Code 39837.5	Transportation of employees, parents/guardians, and adult volunteers to school activities
Ed. Code 39860	Transportation to school activities
Ed. Code 41850-41856	Allowances for transportation
Ed. Code 41860-41863	Supplementary allowances for transportation
Ed. Code 48853.5	Education of foster youth; immediate enrollment
Federal	Description
20 USC 1400-1482	Individuals with Disabilities Education Act

20 USC 6312	Local educational agency plan
34 CFR 104.4	Equal opportunity under the Rehabilitation Act of 1973, Section 504
34 CFR 300.17	Free appropriate public education
34 CFR 300.34	Related services
42 USC 11432	McKinney-Vento Homeless Assistance Act
Management Resources	Description
CSBA Publication	Special Education Pupil Transportation: Considerations in the Era of LCFF, Governance Brief, April 2014
Website	California Department of Education, Office of School Transportation
Website	Pupil Transportation Safety Institute

Cross References

Code	Description
1112	Media Relations
3250	Transportation Fees
3250	Transportation Fees
3510	Green School Operations
3514	Environmental Safety
3514	Environmental Safety
3540	Transportation
3540	Transportation
3541.1	Transportation For School-Related Trips
3541.1-E PDF(1)	Transportation For School-Related Trips
3541.2	Transportation For Students With Disabilities
3542	School Bus Drivers
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4231	Staff Development
4231	Staff Development
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5116.1-E PDF(1)	Intradistrict Open Enrollment - Intradistrict Enrollment
5117	Interdistrict Attendance

5117	Interdistrict Attendance
5117-E PDF(1)	Interdistrict Attendance
5142.2	Safe Routes To School Program
5142.2	Safe Routes To School Program
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6154	Homework/Makeup Work
6159	Individualized Education Program
6159	Individualized Education Program
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E PDF(1)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6178.2	Regional Occupational Center/Program
6200	Adult Education
6200	Adult Education

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 28, 2022

Attachments: _____

From: Katherine Wright, Superintendent

Item Number: 23

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

SUBJECT:

Request to Authorize Superintendent Wright to Approve the Conditional Appointment of the Vacant Administrative Positions

BACKGROUND:

The vacant administrative positions are: Chief Educational Services Officer (Assistant Superintendent of Educational Services, if approved), Director of Special Education, D.H. White Elementary Principal, and Vice Principal of Delta High and Clarksburg Middle Schools.

STATUS:

The appointments will be conditional pending fingerprint clearance, signed employment contract, acceptable background check to the Superintendents satisfaction for each candidate. All names will be included in the Monthly Personnel Report at the August meeting.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board authorizes Superintendent Wright to approve conditional appointments of the vacant administrative positions pending fingerprint clearance, a signed employment contract, and an acceptable background check.

Time allocated: 2 minutes