

# 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:

**April 12, 2022 – General Open Session – 6:30pm**

**Bates Elementary School • 180 Primasing, Courtland, 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 Facilities Steering Committee report(s)
    - 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 Monthly Financial Report – Tammy Busch, Chief Business Officer
  - 9.2.3 Maintenance, Operations & Transportation Update, Ken Gaston, Director of MOT
- 9.3 Education Services' and Special Education Reports and/or Presentation(s) - Nicole Latimer, Chief Educational Services Officer
  - 9.3.1 Educational Services Update – Nicole Latimer, Chief Educational Services Officer
  - 9.3.2 Delta High School Future Farmers of America (FFA) Leadership Officers Presentation – Charles Van Riper and Anika Neeley, Delta High School FFA Advisors
  - 9.3.3 Williams Settlement Public Notification regarding sufficiency of teachers, facilities, and textbook and instructional materials, quarterly report (Third Quarter Jan.-Mar.); – Nicole Latimer, Chief Educational Services Officer
  - 9.3.4 Sacramento County Office of Education (SCOE) Second Quarterly Williams Review Report for 2021-2022
  - 9.3.5 Special Education Update – Nicole Latimer, Chief Educational Services Officer
- 9.4 River Delta Unified Teachers Association (RDUTA) Update – Alyson Stiles, RDUTA President
- 9.5 California State Employees Association (CSEA) Chapter #319 Update – David Groves, CSEA President, Delta Chapter #319

## 10. Consent Calendar

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

- 10.1 Approve Board Minutes
  - Regular Meeting of the Board – March 8, 2022
  - Special Meeting of the Board – March 21, 2022
- 10.2 Receive and Approve Monthly Personnel Report - As of April 12, 2022
- 10.3 Request to Approve District's Monthly Expenditure Report  
March 2022
- 10.4 Request to Approve a submission for the Dual Language Immersion Grant to the California Department of Education to support the current Dual Language Immersion (DLI) program at Bates Elementary School – Maria Elena Becerra, Principal
- 10.5 Request to approve the Independent Contract for Services Agreement with April Seto of Seto Educational Support Services for the 2021-2022 school year at a cost not to exceed \$5,000 – Nicole Latimer, Chief Educational Services Officer
- 10.6 Request to Approve the Contract with Michael's Transportation for Migrant Education for the Remainder of the 2021-2022 School Year and 2022 Summer Programs, not to exceed \$65,000, Migrant Education Funds - Nicole Latimer, Chief Educational Services Officer
- 10.7 Request to Approve the Overnight Field Trip for the Delta High School's FFA Program to attend the State Finals for Horse Judging Competition in San Luis Obispo – Christine Mabery, Principal
- 10.8 Donations or Receive and Acknowledge
  - Riverview Middle School - General Donations**
  - Blackbaud Giving Fund – PG & E - \$89.74

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_

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

11. Request to Approve the Agreement with Dora Dome Law Offices to Provide Legal Services Regarding Student Discipline and Other Legal Services not limited to the 2021-2022 School Year – Katherine Wright, Superintendent  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_
12. Request to Approve the Food Service Management Contract Extension with Sodexo for Fiscal Year 2022-2023 – Tammy Busch, Chief Business Officer  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_
13. Request to Approve the Contract with DataPath to Provide a Multi-Factored Authentication (MFA) Services in Connection the District’s Cyber Security, a one-time cost of \$12,000 and an annual cost of \$2,263 – General Funds – Tammy Busch, Chief Business Officer  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_
14. Request to Approve the Purchase of an Industrial Trash Compactor/Baler to be Located at Delta High School and Clarksburg Middle School Campus, at a Cost not to Exceed \$63,869.64, Maintenance and Operations Funds – Ken Gaston, Director of Maintenance, Operation and Transportation  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_
15. Request to Approve the Purchase of a 16 ft. Trailer for the Maintenance and Operations Department, at a Cost not to Exceed \$16,955 - Maintenance and Operations Funds – Ken Gaston, Director of Maintenance, Operation and Transportation  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_
16. Request the Board’s Authorization for Superintendent Wright to Review and Approve on Behalf of the Board the District Service Agreement (DSA) with Butte County Office of Education Migrant Education Region 2 for Migrant Services in RDUSD for the 2022-2023 School Year – Nicole Latimer, Chief Educational Services Officer  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_
17. Request to Approve the Two-year (2) Renewal Lease Agreement with Sacramento Employment And Training Agency (SETA-Head Start) for Operation of the Preschool Program at Walnut Grove Elementary School August 1, 2022 through July 31, 2024 – Tammy Busch, Chief Business Officer  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_
18. Request Approval of Election Process and Resolution #831 Specifications of Election Order, Publication of Notice of Election form, Notice of Election and Certification of Maps and Boundaries for the November 8, 2022 Elections of District Board Members for the 2022-2026 Term of Office – Katherine Wright, Superintendent  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_  
 Roll Call Vote:  
 Member Riley \_\_; Member Casillas \_\_; Member Lamera \_\_; Member Apel \_\_; Member Jelly \_\_; Member Mahoney \_\_; Member Stone \_\_
19. Request to Approve Resolution #832 Condemning Racism, Violence, and Injustice And Committing To Equity and Humanity is Central Guiding Principals – Katherine Wright, Superintendent Officer  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_  
 Roll Call Vote:  
 Member Riley \_\_; Member Casillas \_\_; Member Lamera \_\_; Member Apel \_\_; Member Jelly \_\_; Member Mahoney \_\_; Member Stone \_\_
20. Request to Approve the Revised Student Disciplinary Guide as of April 12, 2022 – Nicole Latimer, Chief Educational Services Officer  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_
21. Request to Approve the First Reading of the Board Policy 1330 and Exhibit 1330 Use of School Facilities – Tammy Busch, Chief Business Officer  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_

- 22. Request to Approve Contracts with Frontier Communications in the Amount of \$6,530 and Conterra Wireless Broadband, LLC in the Amount of \$5,578 to Provide E-rate Data Transport Services (E-Rate YR 2022(YR25)) – General and E-Rate Funding - Tammy Busch, Chief Business Officer  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_
- 23. Request to Review and Approve the Audit and Performance Report from Crowe LLP, Independent Auditor, Fiscal Year 2020-2021 for Measure J (SFID#1) and Measure K (SFID#2)– Tammy Busch, Chief Business Officer  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_
- 24. Request to Approve the SFID#1 and SFID#2 Initial Project Lists, Projects to be Paid from Corresponding Bond Funds (Measure J and Measure K) – Katherine Wright, Superintendent and Tammy Busch, Chief Business Officer  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_
- 25. Re-Adjourn to continue Closed Session, if needed
- 26. Report of Action taken, if any, during continued Closed Session (Government Code Section 54957.1) - Board President Stone
- 27. 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, April 8, 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:

**April 12, 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 April 12, 2022, at the Bates Elementary School, Courtland, 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 & Fulfroft, LLP) – None

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

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

4.2.1.1 Development Discussion with Counsel (Parker & Covert, LLC) and River Delta Unified School District's Lead Negotiator for Developments, Joe Dixon, Dixon SmartSchoolHouse LLC

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

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

Public Employee(s) Evaluation:

4.3.1 Certificated

4.3.2 Classified

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

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

4.3.4.1 Resolution #830 non-re-employment for the 2022-2023 school year for Probationary 0, I & II Certificated Staff – Katherine Wright, Superintendent

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_

Roll Call Vote:

Member Riley \_\_; Member Casillas \_\_; Member Lamera \_\_; Member Apel \_\_; Member Jelly \_\_; Member Mahoney \_\_; Member Stone \_\_

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

4.3.5.1 RDUTA

4.3.5.2 CSEA

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

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_ Time: \_\_\_\_\_

jg

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: April 12, 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 (**MARCH MONTH 8**)

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

**STATUS:** District-wide enrollment **decreased by 140** students compared to the same month of school year 2019-20, decreasing from 1,947 to 1,824 (does not include Adult Ed), due to COVID-19 enrollment ADA is compared to 2019-20.

District-wide enrollment **increased by 4 students** compared to **last month from 1,820 to 1,824**. (Does not include Adult Ed)

District-wide attendance **increased by 66 ADA** compared to **last month, from 1,609 to 1,675**. (Does not include Adult Ed)

**PRESENTER:**

Tammy Busch, Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:**

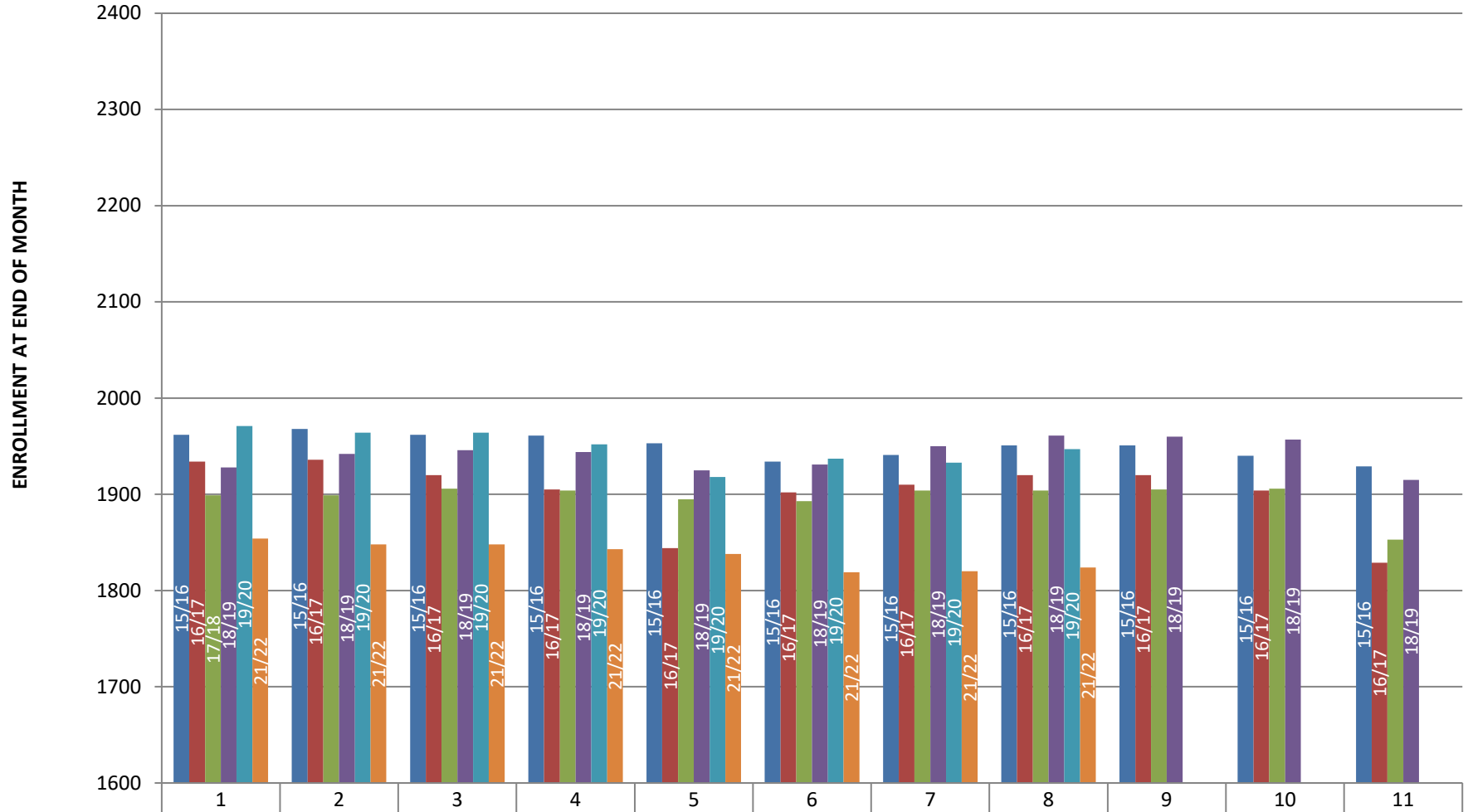
**RECOMMENDATION:**

That the Board receives the information presented

Time allocated: 3 minutes

SITE		JAN	JAN	Incr/Decr	% of ADA	FEB	FEB	Incr/Decr	% of ADA	MAR	MAR	Incr/Decr	% of ADA
		19-20	21-22	From Pr Month		19-20	21-22	From Pr Month		19-20	21-22	From Pr Month	
BATES	ENR	121	88	3	86.4%	121	89	1	89.9%	121	89	0	95.5%
	ADA	114	76			117	80			114	85		
CLARKSBURG (7th & 8th Gr)	ENR	177	145	-3	86.2%	172	145	0	91.0%	172	145	0	94.5%
	ADA	168	125			166	132			160	137		
ISLETON	ENR	155	156	-1	81.4%	154	156	0	91.7%	155	156	0	92.3%
	ADA	147	127			147	143			148	144		
RIVERVIEW	ENR	253	183	6	81.4%	252	181	-2	87.3%	259	185	4	89.7%
	ADA	242	149			233	158			240	166		
WALNUT GROVE	ENR	176	171	-1	78.9%	176	173	2	89.0%	175	176	3	91.5%
	ADA	166	135			168	154			162	161		
D.H. WHITE	ENR	345	386	-1	79.5%	348	384	-2	86.7%	354	386	2	92.0%
	ADA	332	307			321	333			326	355		
<b>ELEMENTARY</b>	ENR	1,227	1,129	3		1,223	1,128	-1		1,236	1,137	9	
<b>SUB TOTAL</b>	ADA	1,169	919			1,152	1,000			1,150	1,048		
CLARKSBURG (9th Grade)	ENR	94	77	-1	85.7%	92	78	1	91.0%	93	76	-2	94.7%
	ADA	87	66			89	71			89	72		
DELTA HIGH	ENR	205	205	-9	82.4%	200	203	-2	91.6%	200	202	-1	92.1%
	ADA	188	169			191	186			191	186		
RIO VISTA HIGH	ENR	388	374	-5	76.2%	393	373	-1	85.8%	396	373	0	90.9%
	ADA	366	285			357	320			370	339		
<b>HIGH SCHOOL</b>	ENR	687	656	-15		685	654	-2		689	651	-3	
<b>SUB TOTAL</b>	ADA	641	520			637	577			650	597		
Mokelumne High (Continuation)	ENR	10	3	-1		7	3	0		8	4	1	
	ADA	7	1			5	1			4	1		
River Delta High/Elem (Alternative)	ENR	10	31	-6		15	35	4		12	32	-3	
	ADA	10	25			14	31			10	29		
Community Day	ENR	3	0	0		3	0	0		2	0	0	
	ADA	1	0			1	0			1	0		
<b>TOTAL K-12</b>	ENR	1,937	1,819	-19		1,933	1,820	1		1,947	1,824	4	
<b>LCFF Funded</b>	ADA	1,828	1,465			1,809	1,609			1,815	1,675		
Wind River- Adult Ed	ENR	0	11	5		27	11	0		28	11	0	
<b>TOTAL DISTRICT</b>	ENR	1,937	1,830	-14		1,960	1,831	1		1,975	1,835	4	

# ENROLLMENT

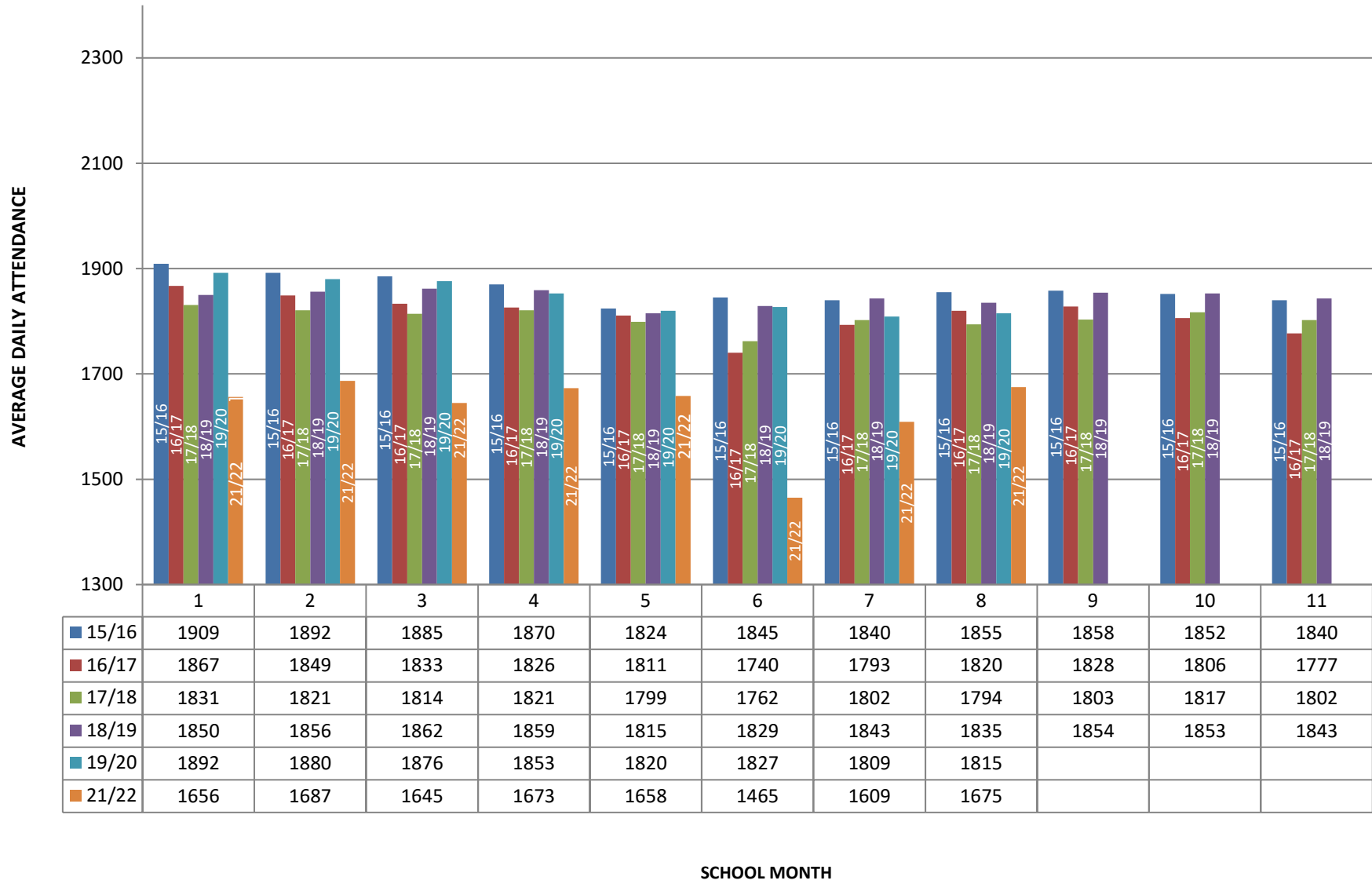


	1	2	3	4	5	6	7	8	9	10	11
■ 15/16	1962	1968	1962	1961	1953	1934	1941	1951	1951	1940	1929
■ 16/17	1934	1936	1920	1905	1844	1902	1910	1920	1920	1904	1829
■ 17/18	1899	1899	1906	1904	1895	1893	1904	1904	1905	1906	1853
■ 18/19	1928	1942	1946	1944	1925	1931	1950	1961	1960	1957	1915
■ 19/20	1971	1964	1964	1952	1918	1937	1933	1947			
■ 21/22	1854	1848	1848	1843	1838	1819	1820	1824			

SCHOOL MONTH



## ACTUAL ATTENDANCE



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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: April 12, 2022

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 9.2.2

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

**SUBJECT:**

Monthly Financial Report

**BACKGROUND:**

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

This report does not include any encumbered expenditures.

**STATUS:**

**PRESENTER:**

Tammy Busch, Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES: NOT APPLICABLE**

**RECOMMENDATION:**

That the Board receives the Monthly Financial report as submitted

Time allocated: 2 minutes

**River Delta Unified School District**  
 2021-22 Working Budget vs. Actuals Report  
 March 2022

Working Budget						Actuals thru: 3/31/2022					
	Beginning Balance ( A )	Net Income/ Contributions in ( B )	Expense/ Contributions out ( C )	Ending Balance ( D )	YTD Income ( E )	YTD Paid to Delta Charter ( F )	YTD Net Revenue ( G )	Percentage Received ( H )	YTD Expense ( I )	Percentage Spent ( J )	
							( G/B=H )			( I/C=J )	
<b>General Fund: (01)</b>											
Unrestricted	7,866,730	21,652,916	20,343,841	9,175,805	15,102,574	1,527,110	13,575,464	62.70%	11,464,670	56.35%	
Restricted	1,414,087	12,188,946	11,023,146	2,579,887	2,990,800		2,990,800	24.54%	5,125,057	46.49%	
Combined	9,280,817	33,841,862	31,366,987	11,755,692	18,093,374	1,527,110	18,093,374	53.46%	16,589,727	52.89%	
<b>Other Funds</b>											
Adult Ed. ( 11 )	78,830	106,165	106,165	78,830	67,882		67,882	63.94%	37,255	35.09%	
Child Development ( 12 )	7,717	292,102	292,102	7,717	196,011		196,011	67.10%	149,571	51.21%	
Cafeteria ( 13 )	71,074	1,005,750	1,005,750	71,074	675,471		675,471	67.16%	685,082	68.12%	
Sp. Res-Other than Cap. Outlay ( 17 )	40,992	400	-	41,392	171		171	42.75%	-	0.00%	
Bond Fund ( 21 )	88,937	34,656	-	123,593	20,320		20,320	58.63%	-	0.00%	
Bond Fund- Measure J ( 22 )	15,205,731	3	-	15,205,734	-		-	0.00%	321,714	0.00%	
Bond Fund - Measure K ( 23 )	4,801,187	6	-	4,801,193	-		-	0.00%	131,538	0.00%	
Developer Fees ( 25 )	947,141	318,371	-	1,265,512	138,407		138,407	43.47%	257,832	0.00%	
County School Facilities ( 35 )	3,388	(30)	-	3,358	14		14	-46.67%	-	0.00%	
Capital Projects ( 49 )	110,040	6,100	-	116,140	420		420	6.89%	26,338	0.00%	

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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: April 12, 2022

Attachments:   X  

From: Ken Gaston, Director of MOT

Item Number:   9.2.3  

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

**SUBJECT:**

Monthly MOT Information Report

**BACKGROUND:**

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

**STATUS:**

See attached monthly report for the period of March 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**  
**April 12, 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:**

- **Delta High School**
  - Replaced toilet spud, flush valve, gaskets, and seals in boy's bathroom. - \$160
  - Replaced lights and ballasts in gym. - \$890
  
- **D. H. White Elementary**
  - Replaced sprinkler timer. - \$170
  - Replaced flush valve and seals for handle in girl's bathroom. \$125
  - Replaced water pump for water bottle filling station. - \$140
  - Reset thermostats to summer mode for the whole school. - \$100
  
- **Isleton Elementary School**
  - Replaced broken window in cafeteria. - \$100
  - Turn on irrigation for planter boxes and fixed broken pipes in garden. - \$123
  
- **Rio Vista High School**
  - Replaced wheels on rolling cart for Art teacher. - \$120
  - Moved irrigation clock from loft in metal shop to Ag barn. - \$ 340
  - Replaced three bulbs for classroom E113. - \$100
  - Dig up irrigation and checked valves for water leak in the roundabout. - \$1,000
  - Changed dispensers in handicapped bathroom. - \$225
  
- **Riverview Middle School**
  - Replaced fittings and PVC for leaking sprinklers in front of the school. - \$ 185
  - Flushed pipe in boy's bathroom locker room and women's bathroom. - \$480
  - Installed plate on weak and broken area in ramp, will fix in summer. - \$130
  - Assembled eight chairs for conference room. - \$ 240
  
- **Walnut Grove Elementary School**
  - Put in new window in room 5. - \$131
  - Secured stage door. - \$190

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: April 12, 2022

Attachments: \_\_\_\_\_

From: Christine Mabery, Principal

Item Number: 9.3.2

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

**SUBJECT:**

The Delta High School Future Farmers of America (FFA) Leadership Officers would like to Present to the RDUSD Board of Trustees.

**BACKGROUND:**

The Delta High School FFA chapter officers prepare a presentation for the board on a yearly basis. The FFA officer presenting to the board has gone through a rigorous preparation and presentation competition before being chosen to address the RDUSD Board of Trustees. The presentation will focus on the role and importance of FFA in their personal and educational lives and will provide an avenue for students to demonstrate proficiency in the content standards of the Public Speaking and Professionalism curriculum from the Agriculture Leadership and Communication Class. In addition, presenters will gain experience in being an advocate for agriculture education and sharing their personal knowledge with the Board of Trustees.

**STATUS:**

The Delta High School FFA officers make yearly board presentations.

**PRESENTER:**

Charles Van Riper, Anika Neeley, Delta High School FFA Advisors

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

FFA Leadership Officers and Members

**COST AND FUNDING SOURCES:**

N/A

**RECOMMENDATION:**

That the Board receives this information and presentation

Time allocated: 10 minutes

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: April 12, 2022

Attachments:   X  

From: Nicole Latimer, Chief Educational Services Officer

Item Number:   9.3.3  

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

**SUBJECT:**

Williams Settlement Public Notification regarding sufficiency of teachers, facilities, and textbook and instructional materials.

**BACKGROUND:**

The Williams Settlement requires that all students have qualified teachers, appropriate instructional materials and that their schools be clean and safe. The settlement holds schools accountable for delivering these fundamental elements. Education Code 35186 BP 13124 also requires the district to provide quarterly reports regarding Williams Settlement compliance.

**STATUS:**

The district has received no complaints this quarter.

**PRESENTER:** Nicole Latimer, Chief Educational Services Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:** No cost to the district.

**RECOMMENDATION:**

That the Board receives this item as fulfillment of Williams Settlement requirements.

Time allocated: 2 minutes

# Quarterly District Report: *Williams* Uniform Complaint Process (UCP)

Properly submitting this form to SCOE serves as your district's *Williams* UCP Quarterly Complaint Report per *Education Code* § 35186(d). **All fields are required.**

## SUBMITTER INFORMATION

Name

Person submitting form

Job Title

Phone Number

Include area code

E-mail Address

## DISTRICT INFORMATION

School District

Year Covered by This Report

Quarter Covered by This Report

## COMPLAINTS

### Sufficiency of Textbooks

<b>Total Number of Textbook Complaints</b> Enter 0 if none.	
<b>Number of Textbook Complaints <u>Resolved</u></b> Enter 0 if none.	
<b>Number of Textbook Complaints <u>Unresolved</u></b> Enter 0 if none.	

### Emergency School Facilities Issues

<b>Total Number of Emergency Facilities Complaints</b> Enter 0 if none.	
<b>Number of Emergency Facilities Complaints <u>Resolved</u></b> Enter 0 if none.	
<b>Number of Emergency Facilities Complaints <u>Unresolved</u></b> Enter 0 if none.	

### Vacancy or Misassignment of Teachers

<b>Total Number of Vacancy/Misassignment Complaints</b> Enter 0 if none.	
<b>Number of Vacancy/Misassignment Complaints <u>Resolved</u></b> Enter 0 if none.	
<b>Number of Vacancy/Misassignment Complaints <u>Unresolved</u></b> Enter 0 if none.	



## RESOLUTION OF COMPLAINTS

**Briefly summarize the nature of complaints and how they were resolved.**

Enter "N/A" if no complaints were received. If you need more space, enter "sent by e-mail" and send your summary to Shannon Hansen with your report.

### REPORT INCLUDES ALL COMPLAINTS FOR THIS QUARTER

The number of UCP complaints (textbooks, facilities, and teachers categories) filed for the quarter being reported *MUST* be entered in this report. Please check the box below confirming this:

**Includes All UCP Complaints**

All UCP complaints for the indicated quarter are being reported—from my district office and all school sites in my district.

By submitting this form, you certify that the information is complete and accurate, and that you have verified the accuracy of the report information by contacting each school in your district. The report includes *ALL* UCP complaints in the above categories received at school sites in the district, plus the district office.

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### RETURN INSTRUCTIONS

After completing the form in its entirety, save the file and e-mail it to Shannon Hansen at the Sacramento County Office of Education (SCOE): [shannonh@scoe.net](mailto:shannonh@scoe.net).

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: April 12, 2022

Attachments:   X  

From: Nicole Latimer, Chief Educational Services Officer

Item Number:   9.3.4  

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

**SUBJECT:**

Sacramento County Office of Education (SCOE) Second Quarterly Williams Review Report for 2021-2022.

**BACKGROUND:**

Education Code section 1240(c)(2)(C) requires the county superintendent of schools to send quarterly reports regarding the results of the school site visits and reviews to the governing boards of school districts with Williams schools. River Delta Unified School District (RDUSD) currently has two schools that are required to receive an annual Williams visit and review: Walnut Grove Elementary School and Clarksburg Middle School.

**STATUS:**

During the second quarter of Fiscal Year (FY) 2021-2022, the Sacramento County Office of Education did not conduct any site reviews of instructional materials or facilities. SCOE will review the District's SARC's beginning in the third quarter of FY 2021-2022. The California Commission on Teacher Credentialing has reported there were two teacher misassignments, one corrected teacher misassignment, and zero teacher vacancies in FY 2020-2021. There were no complaints filed in the district under the Uniform Complaint Procedure during the quarter ending December 31, 2021.

**PRESENTER:** Nicole Latimer, Chief Educational Services Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:** No cost to the district.

**RECOMMENDATION:**

That the Board receives and acknowledges this information as fulfillment of Williams Settlement Requirements.

Time allocated: 2 minutes



Sacramento County Office of Education  
**EDUCATION EMPOWERS**

David W. Gordon  
Superintendent

March 3, 2022

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**Board of Education**

Karina Talamantes  
President

Paul A. Keefer, Ed.D., MBA  
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Joanne Ahola

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Heather Davis

Harold Fong, MSW

Bina Lefkovitz

Jennifer Stone, President  
Board of Education  
River Delta Unified School District  
445 Montezuma Street  
Rio Vista, CA 94571-1651

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

Re: Second Quarterly *Williams* Review Report  
Fiscal Year 2021-2022

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(916) 228-2500

[www.scoe.net](http://www.scoe.net)

Dear President Stone and Superintendent Wright:

As a result of the *Williams* Settlement, county offices of education are required to visit schools in their county that have been identified as *Williams* schools by the California Department of Education. (Ed. Code, § 1240.) The county superintendent of schools is required to send quarterly reports regarding the results of school site visits and reviews conducted each quarter to the governing boards of the school districts with *Williams* schools. (Ed. Code, § 1240(c)(2)(C).) The results can then be made public at a regularly scheduled and noticed meeting of each district's governing board.

This letter serves as the 2021-2022 Second Quarterly Report for the River Delta Unified School District.

**Instructional Materials and Facilities**

During the second quarter of Fiscal Year (FY) 2021-2022, Sacramento County Office of Education (SCOE) staff did not conduct any site reviews of instructional materials or facilities.

**School Accountability Report Card**

Please be reminded that pursuant to Education Code section 35256(c), the School Accountability Report Card (SARC) is required to be published

Jennifer Stone, President  
Katherine Wright, Superintendent  
March 3, 2022  
Page 2

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by February 1 of each year. Therefore, SCOE will review the District's SARC's beginning in the third quarter of FY 2021-2022 to determine the accuracy of the District's reports regarding the availability of sufficient textbooks and instructional materials, and the safety, cleanliness, and adequacy of school facilities.

During the quarter ending December 31, 2021, SCOE conducted no SARC reviews.

### **Teacher Vacancies and Misassignments**

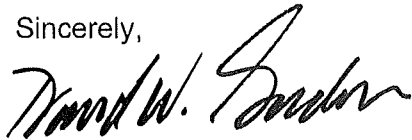
The California Commission on Teacher Credentialing (CCTC) has provided final teacher misassignment and vacancy data for the 2020-2021 school year utilizing the new monitoring system (CalSAAS). (Ed. Code, § 44258.9.) For the District's *Williams* schools, CCTC has reported there were two teacher misassignments, one corrected teacher misassignment, and zero teacher vacancies in FY 2020-2021. The enclosed Exhibit A provides a more detailed report of this information.

### **Uniform Complaint Procedure**

Finally, according to the District's report to SCOE, there were no complaints filed in the District under the Uniform Complaint Procedure during the quarter ending December 31, 2021.

We are looking forward to working with your District for the remainder of the year. If you have any questions regarding the above report, please contact Elizabeth Linton, Associate General Counsel at (916) 228-2755 or by email at [elinton@scoe.net](mailto:elinton@scoe.net).

Sincerely,



David W. Gordon  
Sacramento County Superintendent of Schools

DWG/EL/ef

Attachment: Exhibit A (Teacher Misassignments and Teacher Vacancies for River Delta Unified School District)

**EXHIBIT A**  
**Sacramento County Superintendent of Schools**  
**WILLIAMS SETTLEMENT LEGISLATION**  
**SECOND QUARTERLY REPORT FOR RIVER DELTA UNIFIED SCHOOL DISTRICT**  
**2021-2022 FISCAL YEAR**

**TEACHER MISASSIGNMENTS AND TEACHER VACANCIES:**

The *Williams* Settlement requires the county superintendent to report the number of teacher misassignments and vacancies identified in a school district by the California Commission on Teacher Credentialing (CCTC) through the CalSAAS monitoring system. (Ed. Code, §§ 1240(c)(2), 44258.9.)

A teacher misassignment occurs when a certificated employee is placed in a teaching or services position for which the employee does not hold the appropriate credential or is not otherwise legally authorized to hold. (Ed. Code, § 33126(b)(5)(B).) CCTC recognizes “corrected misassignments” as teacher misassignments that are corrected prior to an exception report being generated in CalSAAS at the beginning of the monitoring period. While these are still considered misassignments, CCTC differentiates them in its reporting. A “vacant position” is “a position to which a single-designated certificated employee has not been assigned at the beginning of the year or, if the position is for a one-semester course, a position to which a single-designated certificated employee has not been assigned at the beginning of the semester.” (Ed. Code, § 44258.9(b)(5).)

The results of teacher misassignments and vacancies monitoring for the District are as follows:

<b>Schools</b>	<b>Clarksburg MS</b>	<b>Walnut Grove ES</b>
<b>Number of misassignments for 2020-2021</b>	1	1
<b>Number of misassignments that were corrected</b>	1	0
<b>Number of teacher vacancies for 2020-2021</b>	0	0

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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: April 12, 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 March 8, 2022 and the Special meeting held on March 24, 2022.

**BACKGROUND:**

Attached are the Minutes from the Regular meeting of the Board of Trustees held on March 8, 2022 and the Special meeting held on March 24, 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

March 8, 2022

1. **Call Open Session to Order** – Board President Stone called the Open Session of the meeting of the Board of Trustees to order at 5:33 p.m. on March 8, 2022 at the Walnut Grove Elementary School, Walnut Grove, California.
2. **Roll Call of Members:**
  - Jennifer Stone, President
  - Dan Mahoney, Vice President
  - Marilyn Riley, Clerk
  - Rafaela Casillas, Member
  - Marcial Lamera, Member
  - Wanda Apel, Member
  - Randall Jelly, MemberAlso present: Katherine Wright, Superintendent
3. **Review, Approve the Closed Session Agenda and Adjourn to Closed Session**
  - 3.1 Board President Stone announced items on the Closed Session Agenda
  - 3.2 Public Comment on Closed Session Agenda Items. – None to report
4. **Board President Stone asked for a motion to approve the Closed Session agenda and adjourn the meeting to Closed Session @ 5:34 pm**

*Member Mahoney moved to approve, Member Lamera seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent:)*
5. **Open Session was reconvened at 6:41 pm**
  - 5.1 Roll was retaken, all members were present.  
Also present: Katherine Wright, Superintendent; Tammy Busch, Chief Business Officer, Nicole Latimer, Chief Educational Service Officer and Jennifer Gaston, Recorder.
  - 5.2 Pledge of Allegiance was led by Board President Stone
6. **Report of Action taken, if any, during the Closed Session** (Government Code Section 54957.1)  
Board President Stone reported that the Board approved Closed Session item 4.3.4.1 Resolution #829 Release and Reassignment of certificated employees for the 2022-2023 school year.

*Member Mahoney moved to approve, Member Lamera seconded. Motion carried by roll call vote 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent:)*
7. **Review and Approve the Open Session Agenda**

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

*Member Lamera moved to approve, Member Casillas seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent:)*
8. **Public Comment:** Michael Garcia, Elementary School Counselor at D.H. White Elementary and Isleton Elementary, provided data to support the need of a full-time counselor at D.H. White Elementary School and a shared counselor for Isleton Elementary and Riverview Middle School.  
Kendall Murphy, Walnut Grove Elementary School Teacher, requested that the Board help expedite the installation of three SmartBoards at her school site.  
Mr. Dan Simpson, community member and former Board member, requested the support of the Board on a Lions Club fundraising event. The Lion's Club is partnering with the Rotary Club, the Art Studio, the Booster Club and CAPS, an organization that supports the Rio Vista Police Department, to hold summer concerts that are designed to be a family affair with children's games, face painting and other fun opportunities. Mr. Simpson is hoping to hold these summer concerts on District property, specifically the Rio Vista High School Football Stadium. The City of Rio Vista, Rio Vista Chamber of Commerce and local businesses are in support of the fundraising events. Mr. Simpson is requesting the Board to make an

exception on the Board policy that excludes the sale or distribution of alcohol when children are present. The local service clubs are trying to find a fundraiser other than the fireworks booth to raise money for their organizations, and, in turn, will ultimately benefit the local schools. The proceeds will be split 50/50 with the police department through CAPS and the local service club organizations.

## **9. Reports, Presentations, Information**

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

9.1.1 Board Members' report(s) Member Lamera reported that Delta High School students will be interviewed on Good Day Sacramento the following morning to showcase the Delta Education Vineyard Project. The finished project will be displayed including the wine labels designed by the students. The live feed should air sometime between 8:00-9:00am.

9.1.2 Superintendent Wright's report(s) shared that March 8<sup>th</sup> is a very special day for her. It is the day she first became a mother and wished her son Nathan a happy birthday.

Superintendent Wright announced that the District's Admin Team welcomes two new members, Jane Cronin and Thomas Pender. She mentioned that Jane graciously returned to River Delta USD and agreed to serve the District's new Director of Special Education and Tom is serving as the Vice Principal of Delta High and Clarksburg Middle Schools. She stated that we are very fortunate and grateful to have these two working for us until the end of the school year.

Superintendent Wright reported that she along with Mr. Gaston and Ms. Becerra met with the Courtland Pear Fair Committee Chair to discuss the possibility of bringing back the Pear Fair to the town of Courtland for the 50<sup>th</sup> Anniversary of the Pear Fair. She felt that the collaboration made for a successful meeting.

Superintendent Wright mentioned that she was a guest reader for Read Across America Day at D.H. White Elementary School. She had the pleasure of reading to Mrs. Saldana's, Mr. Pedro's and Mrs. Lindsay's classes. She thanked Ms. Wasson for organizing of the event.

Superintendent Wright was part of a financial planning simulation in one of the Foundational Skills classes at Rio Vista High School. Mrs. Johnson, a teacher at Rio Vista High School, partnered with Travis Credit Union to teach smart decision making and financial planning to the students.

Superintendent Wright announced that she received official notice from the California Department of Public Health that the masking mandate will become strongly recommended on Monday, March 14<sup>th</sup> and the Decision Forest has been revised down to a Decision Tree to use as reference for those who have been exposed to the Covid-19 virus.

Superintendent Wright shared with the Board that, between the last Board meeting and the meeting this evening, the District-provided staff members with a delicious lunch at each school site and the District Office to show gratitude for all that they do for the District and students. She thanked Tammy Busch and Nicole Latimer for coming up with the idea and planning the lunches for each site.

### **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 Monthly Financial Report – Tammy Busch, Chief Business Officer, announced that the financial report is included within the First Interim Report.

9.2.1.1 ADA/Enrollment Report – Tammy Busch, Chief Business Officer reported that the districtwide enrollment decreased by 113 student compared to the same month of the 2019-2020 school year. However, the districtwide attendance had an increase of 144 ADA compared to last month.

9.2.1.2 A Representative from Crowe LLP to present River Delta Unified School District's 2020-2021 Audit Reports – Ms. Busch introduced Charles Raibley, a



representative from Crowe LLP. Mr. Raibley provided an overview of the three components of the External Audit which included: a Financial Statements Audit, which is a financial picture of the District for FY2020-2021, Federal Compliance Audit and a State Compliance Audit for FY2020-2021. Mr. Raibley also provided the results of the audits including an opinion/ranking to each audit. The Financial Audit was given an unmodified opinion, which is the highest-ranking a district can receive, with no findings. The Federal Audit included Covid Relief funds, receiving an unmodified opinion. The State Compliance Audit received a minor finding which was the ratio of the District's expenditures related to teacher's salaries was deficient. The District's narrative explained the deficiency was due to the expenditure using Covid relief funds. There was no fiscal impact due to this finding. Superintendent Wright mentioned that at the time of the expenditures for FY2020-2021 negotiations was still in progress. Since that time, a Tentative Agreement has been reached and the expenditures for salaries for FY2020-2021 have been adjusted and paid out.

9.2.1.3 Measures J & K Bond Program Update and Presentation - Process Moving Forward, Timetable, Budget Overview, and Initial Project List for Consideration – Tammy Busch, Chief Business Officer, and Representative from RGM Kramer, Inc., Ralph Caputo, provide the Board with process moving forward and reviewed the timeline of the projects by phases, a budget overview including a breakdown of the estimated expenditures, as well as an initial projects list for consideration.

9.2.2 Maintenance, Operations & Transportation Update - Ken Gaston, Director of MOT, stated that his report is as submitted. However, one work order that is in question and mentioned earlier was submitted on January 21st, updates on this work order have been provided to the principal. During the seven weeks in question, the maintenance department had several employees out and is currently working with only has 80% of its staff. The work order will be address as soon as possible.

Good news - a bus driver candidate is almost completed with all requirements needed to become a driver for the District. Bad news - one driver will be out for an undetermined amount of time.

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, shared the events and projects of her department. She stated that, over the weekend, the District held a ELPAC training session coordinated by Ms. Norris and led by Mandi Friedel to train test examiners for the school sites in preparation of the upcoming testing window that will last until the end of the year.

The Educational Services Department has been preparing for a professional development day for teachers to be held on March 30th and will focused on collaborating on differentiation.

Ms. Latimer acknowledged Jennifer Ratola for her dedication in completing the Office of Civil Rights Certification.

Ms. Latimer announced that a secondary leadership curriculum meeting was held for the administration team which focused on curriculum and trainings needs, various programs, and student mental health. An elementary leadership curriculum meeting will follow.

Ms. Latimer stated that she has been working with Ms. Busch and Mr. Mimiaga to find creative ways to provide bus transportation to students. They have been working with Regional Migrant Education and have received their approval to use migrant funds to provide bussing for migrant students for the remainder of the year and through the Migrant Summer Program.

Ms. Latimer indicated that they are preparing for the Summer Programs and the staffing needs. She also indicated that Mr. Wright has been preparing the culture and climate surveys, which will be sent out through ParentSquare at the end of March. These surveys will eventually be sent out to students, staff and families.

9.3.2 Special Education Update – Nicole Latimer, Chief Educational Services Officer, reported that, the Special Education teachers are adding testing accommodations into the TOMS system prior to the testing season. This effort has been heavily supported by the Technology TOSA, Steve Wright, and Principal, Stacy Wallace.

Jane Cronin, Interim Director of Special Education, has been conferring with case managers and service providers to obtain information on where the District stands and what the needs are that still need to be addressed. As Jane Cronin, Dir. SpEd, was recently hired and is working part-time until the remainder of the year, the department has been supported by Debbie Morris, SCOE SELPA Director, Superintendent Wright, and Nicole Latimer, Chief Educational Services Officer. The Health support services portion of the position has been led by Superintendent Wright with the help of the School Nurse, Angela Patin. Becky Bryant and Meladee McCarty have been additional support for our preschool and non-public school students on an as need basis.

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

9.5 California State Employees Association (CSEA) Chapter #319 Update – CSEA Representative, David Groves, reported that a survey had been sent out to the CSEA employees regarding how they stand on the mask mandates. 36 employees responded to the survey. Most of the employees would prefer not to wear masks. Mr. Groves mentioned that he and his team have a negotiation meeting scheduled with the District on March 23<sup>rd</sup>.

9.6 Hold a Public Hearing to “Sunshine” the River Delta Unified School District’s Negotiation Proposals to the River Delta Unified Teachers’ Association for 2021-2022 – Katherine Wright, Superintendent

Open Public Hearing 8:04 pm

Public Comments: Superintendent Wright announced the District’s negotiation proposals to be “Sunshined” to the River Delta Unified Teachers Association (RDUTA). Among the Article they plan to negotiate Salary, Benefits, and Class size for the 2021-2022 school year. A Public Comment was made by Marina Pearl, a concerned parent of two students that attend D.H White Elementary School. She stated that her son’s first year of school his teacher was out on maternity leave and a long-term sub was placed into the classroom. In his second year of school, he had a novice teacher which also took maternity leave. She doesn’t feel that the maternity leave is the issue, but the fact is that his first two years of school he had very new teachers and teacher retention is to blame. She has the opinion that the District has low salaries, which only attract new teachers that use River Delta Unified School District as a place to enter the profession and once they have experience and are tenured, they leave the district for positions with high paying wages. Mrs. Pearl mentioned that is a substitute teacher for the District and has conversations with many of the teachers daily and that teachers do not feel appreciated or heard. Mrs. Pearl noted that she has heard that seven teachers do not plan on returning to D.H. White Elementary because the pay is not worth their commute. She urges the Board to pay teachers a competitive salary with incentives to attract experienced, qualified teachers.

Close Public Hearing: 8:08 pm

9.7 Hold a Public Hearing to “Sunshine” the River Delta Unified Teachers’ Association Negotiation Proposals to the River Delta Unified School District for 2021-2022 – Peter Hamilton, RDUTA Lead Negotiator

Open Public Hearing 8:08 pm

Public Comments: Superintendent Wright stated this Public Hearing is to “Sunshine” the RDUTA Initial Proposals to the District. These articles listed were received from RDUTA in order to add to this agenda. Superintendent Wright noted that she has been directed not to speak on their behalf regarding their proposals.

Close Public Hearing: 8:09 pm

## 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 – February 15, 2022
  - Special Meeting of the Board – February 28, 2022
- 10.2 Receive and Approve Monthly Personnel Report - As of March 8, 2022
- 10.3 Request to Approve District's Monthly Expenditure Report  
February 2022
- 10.4 Request to Approve the Parent Teacher Club Fundraising Events for D.H White Elementary School – Nicolas Casey
- 10.5 Request to Approve the Agreement for Services with Signal Vine to Provide Communication and Engagement with Adult Students for Wind River High School (Adult Education)  
– Nicholas Casey, Principal

*Member Stone requested to pull consent item 10.5 for discussion, Member Mahoney moved to approve the remaining items Member Riley seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent)*

*After the discussion Member Lamera moved to approve Consent Calendar item 10.5, Member Casillas second. Motion passed 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent)*

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

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

- 11. Request to Accept and Approve the Audit Report of Crowe LLP, Independent Auditor, for Fiscal Year 2020-2021 – Tammy Busch, Chief Business Officer
  - Member Mahoney moved to approve, Member Lamera seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent:)*
- 12. Request to Approve the Second Interim Financial Report for 2021-2022 – Tammy Busch, Chief Business Officer
  - Member Lamera moved to approve, Member Casillas seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent:)*
- 13. Request to Approve the First and Final Reading of Updated Board Policy 3555 – Nutrition Program Compliance, Due to New Legislation – Tammy Busch, Chief Business Officer
  - Member Jelly moved to approve, Member Apel seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent:)*
- 14. Request to Approve the Second and Final Reading of the Updated or New Board Policies, Administrative Regulations and Exhibits Due to New Legislation, Mandated Language and/or Citation Revisions as of December 2021 - Katherine Wright, Superintendent
  - Member Apel moved to approve, Member Casillas seconded. Motion carried 7 (Ayes: Mahoney, Riley, Casillas, Lamera, Apel, Jelly, Stone): 0 (Nays): 0 (Absent:)*
- 15. Request to “Sunshine” River Delta Unified School District’s Initial Negotiation Proposals to the River Delta Unified Teachers’ Association for 2021-2022 – Katherine Wright, Superintendent

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

16. Request to Acknowledge the “Sunshined” River Delta Unified Teachers’ Association Negotiation Proposals to the River Delta Unified School District for 2021-2022 – Peter Hamilton, RDUTA Lead Negotiator

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

17. Request to approve the Agreement with Fagen Friedman & Fulfrost LLP. to Provide Legal Services Regarding Student Discipline and Other Legal Services not limited to the 2021-2022 School Year – Katherine Wright, Superintendent

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

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

19. Report of Action taken, if any, during continued Closed Session (Government Code Section 54957.1) Board President Stone reported Closed Session was not necessary – no actions to report.

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

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

The meeting was adjourned at 8:33 pm

Submitted:

Approved:

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Katherine Wright, Superintendent and  
Secretary to the Board of Trustees

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Marilyn Riley, Clerk, Board of Trustees

By: Jennifer Gaston, Recorder  
End

# RIVER DELTA UNIFIED SCHOOL DISTRICT

## MINUTES

### SPECIAL MEETING

March 24, 2022

1. **Call Open Session to Order** – Board President Stone called the Open Session of the meeting of the Board of Trustees to order at 5:30 p.m. on March 24, 2022 at District Office of River Delta Unified School District, Rio Vista, California.
2. **Roll Call of Members:**
  - Jennifer Stone, President
  - Dan Mahoney, Vice President (Absent)
  - Marilyn Riley, Clerk (Absent)
  - Rafaela Casillas, Member (Absent)
  - Marcial Lamera, Member
  - Wanda Apel, Member
  - Randall Jelly, MemberAlso, Present: Katherine Wright, Superintendent and Jennifer Gaston, Recorder.
3. **Review Closed Session Agenda**
  - 3.1 Board President Stone announced items on the Closed Session Agenda
  - 3.2 Public Comment on Closed Session Agenda Items Only – None to report
4. **Board President Stone asked for a motion to approve the Closed Session agenda and adjourn the meeting to Closed Session @ 5:32 pm**

Member Lamera moved to approve, *Member Apel seconded. Motion carried*  
*Vote 4 (Ayes: Lamera, Apel, Jelly, Stone): 0 (Nays): 3 (Absent: Mahoney, Riley, Casillas)*
5. **Open Session was reconvened at 6:30 pm**
  - 5.1 Roll was retaken. Members Mahoney, Riley and Casillas were absent. All other members were present.

Also, present: Katherine Wright, Superintendent and Jennifer Gaston, Recorder.
  - 5.2 Pledge of Allegiance was led by Board President Stone
6. **Report of Action taken, if any, during the Closed Session** (Government Code Section 54957.1)

Board President Stone reported that, during Closed Session the Board did not take any actions. However, the Board reviewed documents regarding Student Discipline/Expulsion Hearing(s) or Stipulation Agreement(s). The Board will take action and vote on each case individually during item number 9 of the Open Session Agenda.
7. **Review and Approve the Open Session Agenda**

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

Member Lamera moved to approve, *Member Jelly seconded. Motion carried*  
*Vote 4 (Ayes: Lamera, Apel, Jelly, Stone): 0 (Nays): 3 (Absent: Mahoney, Riley, Casillas)*
8. **Public Comment:** No public comments were received.
9. Request Approval of Action Taken During Closed Session Regarding Student Discipline/Expulsion Hearing(s) or Stipulation Agreement(s) Action Taken to be Announced and Voted on Individually by Student Case Number to Maintain Student Confidentiality (Ed. Code 49070 (c) and 76232(c) - Board President Stone
  - 4.1.1 Student Case #2122-311-003 – Member Stone motioned to approve the Recommended Action and Rehabilitation Plan with minor modifications.

Member Stone moved to approve, *Member Jelly seconded. Motion carried by roll call vote:*  
*Vote 4 (Ayes: Lamera, Apel, Jelly, Stone): 0 (Nays): 3 (Absent: Mahoney, Riley, Casillas)*
  - 4.1.2 Student Case #2122-311-004 - Member Stone motioned to approve the Recommended Action and Rehabilitation Plan with minor modifications.

Member Stone moved to approve, *Member Lamera seconded. Motion carried by roll call vote:  
Vote 4 (Ayes: Lamera, Apel, Jelly, Stone): 0 (Nays): 3 (Absent: Mahoney, Riley, Casillas)*

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

Member Apel moved to approve, *Member Lamera seconded. Motion carried  
Vote 4 (Ayes: Lamera, Apel, Jelly, Stone): 0 (Nays): 3 (Absent: Mahoney, Riley, Casillas)*

The meeting was adjourned at 6:35 p.m.

Submitted:

Approved:

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Katherine Wright, Superintendent and  
Secretary to the Board of Trustees

By: Jennifer Gaston, Recorder  
End

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Marilyn Riley, Clerk, Board of Trustees

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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: April 12, 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: April 12, 2022

NAME	SCHOOL OR DEPARTMENT	NEW / CURRENT POSITION	FTE	TRANSACTION, EFFECTIVE AT
				*CLOSE OF THE DAY
				**BEGINNING OF THE DAY
<b>**ADMINISTRATIVE**</b>				
Christine Mabery	Clarksburg Middle/Delta High	Principal	1.00	Resigned effective *06/18/2022
Thomas Pender	Clarksburg Middle/Delta High	Vice Principal	1.00	Resigned effective *06/18/2022
Gabino Perez	Walnut Grove Elementary	Principal	1.00	Hired effective **08/01/2022
Maria Elena Becerra	Bates Elementary	Principal	1.00	Released effective *06/14/2022
<b>**CERTIFICATED**</b>				
Michael Garcia	DH White/Isleton Elementary	Counselor	1.00	Resigned effective *06/18/2022
Maria Elena Becerra	District wide	Migrant Ed Counselor	1.00	Reassigned effective **06/15/2022
Judi Arel	DH White Elementary	Teacher	1.00	Resigned effective *06/03/2022
Emily Corvin	DH White Elementary	Teacher	1.00	Resigned effective *06/03/2022
Raequel McCosker	Clarksburg Middle/Delta High	Art Teacher	1.00	Hired effective **08/05/2022
<b>**CLASSIFIED MANAGEMENT**</b>				
<b>**CLASSIFIED**</b>				
Brenda Casillas	Walnut Grove Elementary	Insturctional Assistant I	0.13	Resigned effective *03/04/2022
Sabrina Buoncristiani	Riverview Middle School	Secretary	1.00	Hired effective **03/14/2022
Emma Norris	Isleton Preschool	Preschool Secretary	0.50	Resigned effective *03/11/2022
Emma Norris	Isleton Preschool	Insturctional Assistant II	0.44	Resigned effective *03/11/2022
Hope Cohn	Riverview Middle School	Instructional Assistant IV	0.81	Resigned effective *06/03/2022



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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: April 12, 2022

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 10.3

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

**SUBJECT:**

Approve Monthly Expenditure Summary

**BACKGROUND:**

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

**STATUS:**

**PRESENTER:**

Tammy Busch, Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:**

Not Applicable

**RECOMMENDATION:**

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

Time allocated: 2 minutes

Cutoff amount: \$1.00

Select vendors with 1099 flags: of any setting.

Select payments with 1099 flags: of any setting.

Input file: Unknown Updated:

Report prepared: Mon, Apr 04, 2022, 4:34 PM

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015023 49ER WATER SERVICES 245 NEW YORK RANCH ROAD #A JACKSON, CA 95642  ( 0) - 0 813849564 N	1,050.00	3796 MAINT WATER TESTING	03/22/2022	22340201 PO-220109	1,050.00	N
013415 4IMPRINT 101 COMMERCE STREET PO BOX 320 OSHKOSH, WI 94501  (877) 446-7746 N	996.00	9673407 RVHS BSLL SUPPLIES	03/22/2022	22340202 PO-220697	996.00	N
013287 ACSA FOUNDATION FOR ED ADMIN 1575 BAYSHORE HIGHWAY BURLINGAME, CA 94010  (800) 608-2272 N	254.99	ACSA MARCH 22 DUES	03/01/2022	22336344 PV-220554	254.99	N
015346 ADAIR, MARIE 2687 BETTY WAY WEST SACRAMENTO, CA 95691  ( 0) - 0 N	22.10	LUNCH MONEY REIMB	03/15/2022	22338958 TC-220266	22.10	N
012976 AGAN, CODI 525 PHEASANT RUN DR DIXON, CA 95620  (925) 783-5096 N	129.95	LUNCH MONEY REIMB QSS CONF REIMB	03/01/2022 03/17/2022	22336249 TC-220171 22339525 TC-220332	.95 129.00	N N
015284 ALCARTADO, CHEZFNIE 2815 CENTER AVE PAYETTE, ID 83661  ( 0) - 0 N	1.75	LUNCH MONEY REIMB	03/01/2022	22336250 TC-220172	1.75	N
015201 ALL STAR GLASS	322.18	ISC050088 WINDSHIELD REPAIR	03/01/2022	22336343 PV-220555	322.18	N

5710 ROSEVILLE RD #A  
SACRAMENTO, CA 95842

(800) 761-9088

N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015292 AMANT, KORINA 756 LINDA VISTA WAY RIO VISTA, CA 94571	89.35	LUNCH MONEY REIMB	03/01/2022	22336251 TC-220174	89.35	N
( 0) - 0						N
015291 AMARAL, VICTORIA 140 SIERRA AVE. RIO VISTA, CA 94571	5.90	LUNCH MONEY REIMB	03/01/2022	22336252 TC-220173	5.90	N
( 0) - 0						N
015394 AMIN, NARGIS PO BOX 530 WALNUT GROVE, CA 95690	17.10	LUNCH MONEY REIMB	03/15/2022	22338959 TC-220267	17.10	N
( 0) - 0						N
015007 AMS.NET C/O FREMONT BANK PO BOX 4933 HAYWARD, CA 94540-4933	4,867.48	0053580 SPKR EQUIP PROJECT 0054711 SPEAKER EQUIP PROJECT	03/03/2022 03/29/2022	22336805 PO-220441 22341628 PO-220441	3,507.48 1,360.00	N N
( 0) - 0						N
015293 AMSLER, THOMAS 3810 GRAHAM ISLAND RD WEST SACRAMENTO, CA 95691	7.15	LUNCH MONEY REIMB	03/01/2022	22336253 TC-220175	7.15	N
( 0) - 0						N
015295 ARANDA, ADALID 50 RIVER RD. #11 RIO VISTA, CA 94571	9.00	LUNCH MONEY REIMB	03/01/2022	22336255 TC-220177	9.00	N
( 0) - 0						N
015296 ARELLANO, ALISHA	10.55	LUNCH MONEY REIMB	03/01/2022	22336256 TC-220178	10.55	N

741 ANDERSIN EAY  
RIO VISTA, CA 94571

( 0) - 0 N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015297 ARIAS, SALEENA 180 YOSEMITE DR. RIO VISTA, CA 94571	7.15	LUNCH MONEY REIMB	03/01/2022	22336257 TC-220179	7.15	N
( 0) - 0						N
011641 ARROYO, ANN 530 VIEIRA WAY RIO VISTA, CA 94571	18.80	LUNCH MONEY REIMB	03/01/2022	22336258 TC-220180	18.80	N
( 0) - 0						N
015298 AUSTIN-BOWER, BERNADETTE 2125 HEARST ST. WEST SACRAMENRO, CA 95691	121.25	LUNCH MONEY REIMB	03/01/2022	22336260 TC-220182	121.25	N
( 0) - 0						N
014998 BALBINI, ROMI 981 TANGLEWOOD DR. REDDING, CA 96003	22.90	LUNCH MONEY REIMB	03/01/2022	22336261 TC-220183	22.90	N
( 0) - 0						N
011792 BALDWIN, SARA P.O. BOX 790 RIO VISTA, CA 94571	4.30	LUNCH MONEY REIMB	03/01/2022	22336262 TC-220184	4.30	N
( 0) - 0						N
014367 BANK OF AMERICA PO BOX 15796 WILMINGTON, DE 19886-5710	15,395.91	RVHS SUPPLIES	03/15/2022	22339024 PO-220659	97.29	N
		MAINT SUPPLIES	03/15/2022	22339024 PO-220662	105.26	N
		MAINT SUPPLIES	03/15/2022	22339024 PO-220665	246.67	N
		CAFE SUPPLIES	03/15/2022	22339027 PO-220668	3,416.00	N
( 0) - 0		ISLE SUPPLIES	03/15/2022	22339024 PO-220672	118.98	N
		MAINT SUPPLIES	03/15/2022	22339024 PO-220674	583.32	N
		MAINT SUPPLIES	03/15/2022	22339024 PO-220675	112.45	N
		MAINT SUPPLIES	03/15/2022	22339024 PO-220678	8.10	N
		DHW SUPPLIES	03/15/2022	22339024 PO-220679	67.56	N

WIND RIVER FLIGHT CASAS	03/15/2022	22339025	PO-220680	137.96	N
MAINT SUPPLIES	03/15/2022	22339024	PO-220683	281.55	N
RMS SUPPLIES	03/15/2022	22339024	PO-220685	227.14	N
ISLE SUPPLIES	03/15/2022	22339024	PO-220686	176.84	N
WG LAPTOPS 3	03/15/2022	22339024	PO-220689	2,710.26	N
ISLE PRSCL SUPPLIES	03/15/2022	22339026	PO-220698	28.13	N
ISLE PRSCL SUPPLIES	03/15/2022	22339026	PO-220700	45.22	N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
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014367 BANK OF AMERICA (Continued...)		ISLE PRSCL SUPPLIES	03/15/2022	22339024 PO-220701	229.11	N
		ISLE PRSCL SUPPLIES	03/15/2022	22339026 PO-220702	29.20	N
		ISLE PRESCL SUPPLIES	03/15/2022	22339026 PO-220703	79.99	N
		ISLE OFFICE SUPPLIES	03/15/2022	22339024 PO-220704	79.99	N
		ISLE SUPPLIES	03/15/2022	22339024 PO-220705	218.39	N
		MAINT SUPPLIES	03/15/2022	22339024 PO-220708	91.02	N
		TRANS INK	03/15/2022	22339024 PO-220709	209.52	N
		RMS SUPPLIES	03/15/2022	22339024 PO-220710	34.00	N
		RMS SUPPLIES	03/15/2022	22339024 PO-220710	6.70	N
		RMS SUPPLIES	03/15/2022	22339024 PO-220710	59.88	N
		J. KITCHENS CONF REGIST	03/15/2022	22339024 PO-220711	450.00	N
		SP ED SUPPLIES	03/15/2022	22339024 PO-220713	137.07	N
		SP ED SUPPLIES	03/15/2022	22339024 PO-220715	123.25	N
		J. KITCHENS SUPPLIES	03/15/2022	22339024 PO-220716	20.07	N
		SP ED SUPPLIES	03/15/2022	22339024 PO-220719	6.84	N
		SP ED SUPPLIES	03/15/2022	22339024 PO-220720	70.27	N
		RVHS SUPPLIES/ED SV	03/15/2022	22339024 PO-220721	393.81	N
		SONOMA ST CAREER FAIR REGIST	03/15/2022	22339024 PO-220726	51.32	N
		ISLE PRSCL SUPPLIES	03/15/2022	22339026 PO-220731	142.67	N
		ISLE PRSCL SUPPLIES	03/15/2022	22339026 PO-220732	17.75	N
		BUS OFF SUPPLIES	03/15/2022	22339024 PV-220584	91.41	N
		RVHS REFUND	03/15/2022	22339024 PV-220584	144.88	N
		SP ED LAPTOP	03/15/2022	22339024 PV-220584	903.42	N
		FASTRAK	03/15/2022	22339024 PV-220584	7.00	N
		BATES LAPTOPS	03/15/2022	22339024 PV-220584	3,459.96	N
		SP ED CHARGER	03/15/2022	22339024 PV-220584	15.13	N
		WG HEATERS	03/15/2022	22339024 PV-220584	243.29	N
		FASTRAK	03/15/2022	22339024 PV-220584	7.00	N
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015254 BANKSTON, STACEY 3130 BALFOUR ROAD STE D-112 BRENTWOOD, CA 94513	1,000.00	1006 RVHS PROF DEVELPMNT	03/17/2022	22339515 PO-220551	1,000.00	Y
( 0) - 0						Y
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010822 BARKMAN, MELINDA P.O. BOX 524 RIO VISTA, CA 94571	160.00	QSS CONF REIMB	03/17/2022	22339526 TC-220344	160.00	N
( 0) - 0						N
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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015299 BARTOLUS, MEGAN PO BOX 96 CLARKSBURG, CA 95612	21.50	LUNCH MONEY REIMB	03/01/2022	22336263 TC-220185	21.50	N
( 0) - 0						N
015146 BATTERIES PLUS BULBS 369 S LOWER SACRAMENTO RE #A LODI, CA 95242	180.89	P49535170/P493070137 MAINT SPL	03/24/2022	22340715 PV-220611	180.89	N
(925) 687-2600						N
015300 BAUER, JENNIFER 2801 SUMMERFIELD COURT WEST SACRAMENTO, CA 95691	15.65	LUNCH MONEY REIMB	03/01/2022	22336264 TC-220186	15.65	N
( 0) - 0						N
012586 BAY ALARM 60 BERRY DRIVE PACHECO, CA 94553	14,223.59	DW ALARMS	03/01/2022	22336331 PO-220288	3,325.36	N
		RMS CAMERAS	03/22/2022	22340209 PO-220060	249.99	N
		DHW CAMERAS	03/22/2022	22340203 PO-220071	667.44	N
		ISLE CAMERAS	03/22/2022	22340209 PO-220177	115.23	N
(209) 465-1986		RMS FIRE MONITORING	03/24/2022	22340705 PO-220288	5,789.52	N
		DW ALARMS	03/24/2022	22340705 PO-220288	4,076.05	N
015301 BECERRA, GLORIA PO BOX 58 COURTLAND, CA 95615	46.35	LUNCH MONEY REIMB	03/01/2022	22336265 TC-220187	46.35	N
( 0) - 0						N
012147 BECERRA, LUCIA P.O. BOX 64 RYDE, CA 95680	383.34	ASP MILEAGE DEC-FEB	03/10/2022	22338272 TC-220255	127.78	N
		ASP MILEAGE DEC-FEB	03/10/2022	22338272 TC-220255	127.78	N
		ASP MILEAGE DEC-FEB	03/10/2022	22338272 TC-220255	127.78	N
( 0) - 0						N
011231 BECERRA, MARIA ELENA	156.09	BATES REIMB	03/29/2022	22341648 TC-220436	86.97	N

PO BOX 98  
COURTLAND, CA 95615

BATES REIMB

03/29/2022 22341648 TC-220436

69.12 N

( 0) - 0 N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015302 BECK, AMANDA PO BOX 340 CLARKSBURG, CA 95612  ( 0) - 0 N	52.25	LUNCH MONEY REIMB	03/01/2022	22336266 TC-220188	52.25	N
015303 BEECHLER, VANESSA 681 SIMMER WAY RIO VISTA, CA 94571  ( 0) - 0 N	10.90	LUNCH MONEY REIMB	03/01/2022	22336267 TC-220189	10.90	N
015304 BEJARANO, PATRICIA 8119 SIMMER HILLS WAY SACRAMENTO, CA 95828  ( 0) - 0 N	24.30	LUNCH MONEY REIMB	03/01/2022	22336268 TC-220190	24.30	N
002104 BEL AIR P.O. BOX 15618 SACRAMENTO, CA 95852  (888) 208-8930 N	594.89	5000034 DHS AG SUPPLIES 5000034 DHS AG SUPPLIES	03/22/2022 03/22/2022	22340222 PO-220692 22340222 PO-220692	297.45 297.44	N N
015305 BERRY, LACY 37940 NETHERLANDS RD. CLARKSBURG, CA 95612  ( 0) - 0 N	8.40	LUNCH MONEY REIMB	03/01/2022	22336269 TC-220191	8.40	N
010795 BETTENCOURT, AMY 3 ESPERSON COURT RIO VISTA, CA 94571  (916) 777-5350 N	17.30	LUNCH MONEY REIMB	03/01/2022	22336270 TC-220192	17.30	N
013642 BLACK POINT ENVIRONMENTAL INC 930 SHILOH RD BLDG 40F	570.00	2014 PROJ #247 146 MAGNOLIA	03/22/2022	22340227 PV-220589	570.00	N

WINDSOR, CA 95492

(707) 837-7407

N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015347 BLEDSOE, CORINNA 14886 STATE HIGHWAY 160 WALNUT GROVE, CA 95690	4.15	LUNCH MONEY REIMB	03/15/2022	22338960 TC-220268	4.15	N
( 0) - 0						N
015306 BOGLE, STEPHANIE 38045 NETHERLANDS RD CLARKSBURG, CA 95612	59.05	LUNCH MONEY REIMB	03/01/2022	22336271 TC-220193	59.05	N
( 0) - 0						N
015307 BOHTE, KIM 2 SHORELINE CIRCLE SACRAMENTO, CA 95831	51.15	LUNCH MONEY REIMB	03/01/2022	22336272 TC-220194	51.15	N
( 0) - 0						N
015308 BOUTHILLIER, MONIQUE 656 SIMMER WAY RIO VISTA, CA 94571	44.80	LUNCH MONEY REIMB	03/01/2022	22336273 TC-220195	44.80	N
( 0) - 0						N
015309 BOWDEN, MERIHA 9018 AYELSFORD LN, STOCKTON, CA 95210	31.15	LUNCH MONEY REIMB	03/01/2022	22336274 TC-220196	31.15	N
( 0) - 0						N
014715 BOWES, TIMOTHY 2344 AMERICAN RIVER DR. #B SACRAMENTO, CA 95825	2.19	STALEDATE 22304092	03/17/2022	22339527 TC-220333	2.19	N
(530) 902-0803						N
015310 BRECKINRIDGE, STACY PO BOX 261	9.80	LUNCH MONEY REIMB	03/01/2022	22336275 TC-220197	9.80	N

CLARKSBURG, CA 95612

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015095 BRIOSO, TRINIDAD 9674 JAN MARIE WAY ELK GROVE, CA 95624  (209) 625-7663 N	48.08	FEB MILEAGE	03/22/2022	22340251 TC-220345	48.08	N
015204 BROOKCREST WATER COMPANY 1908 D ST SACRAMENTO, CA 95811-1123  (916) 441-7261 N WATERCO OF CAL	197.60	102296 WG ASP WATER 101414 MOKE WATER 136357 BATES WATER	03/22/2022 03/22/2022 03/22/2022	22340228 PV-220590 22340228 PV-220590 22340228 PV-220590	82.40 48.45 66.75	N N N
015349 BROWN, JENNIFER PO BOX 1193 VALLEY SPRINGS, CA 95252  ( 0) - 0 N	8.10	LUNCH MONEY REIMB	03/15/2022	22338961 TC-220269	8.10	N
015311 BROWN, SARAH 3141 SUISUN BAY RD WEST SACRAMENTO, CA 95691  ( 0) - 0 N	3.75	LUNCH MONEY REIMB	03/01/2022	22336276 TC-220198	3.75	N
015348 BROWN, SUSAN 37675 COUNTY RD #144 CLARKSBURG, CA 95612  ( 0) - 0 N	34.70	LUNCH MONEY REIMB	03/15/2022	22338962 TC-220270	34.70	N
014614 BUCKMASTER 1801 TRIBUTE ROAD SACRAMENTO, CA 95815  (916) 923-0500 N	546.71	426875 DHS PRINTER SUPPLIES 42421/423884/427021 CMS SUPPLS 427206 DHS COPIER CONTRACTS	03/01/2022 03/03/2022 03/22/2022	22336332 PO-220226 22336818 PV-220564 22340210 PO-220225	66.33 154.20 326.18	N N N
015350 BURKHOLDER, JORDAN 3252 SAN VICENTE RD,	39.65	LUNCH MONEY REIMB	03/15/2022	22338963 TC-220271	39.65	N



WEST SACRAMENTO, CA 95691

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015312 BURNEY, LANA 2190 PALO VERDE BLVD S LAKE HAVASU CITY, AZ 86403  ( 0) - 0 N	5.70	LUNCH MONEY REIMB	03/01/2022	22336277 TC-220199	5.70	N
015218 BUSCH, TAMMY 221 REDSTONE CIRCLE SUISUN CITY, CA 94585  (559) 679-6957 N	420.91	QSS CONF REIMB	03/17/2022	22339528 TC-220334	420.91	N
012497 BUSWEST 21107 CHICO STREET CARSON, CA 90745  (209) 531-3928 N	153.59	410032676 TRANS BUS PARTS	03/24/2022	22340706 PO-220267	153.59	N
015425 CA Dept of ED Office of School Trans 825 Riverside Pkwy, #110 W. Sacramento, CA 95605  (916) 375-7100 N	3,000.00	03072022-2 MIMIAGA TRAINING	03/10/2022	22338252 PV-220566	3,000.00	N
010825 CABE 20888 AMAR ROAD WALNUT, CA 91789  (626) 814-4441 N	735.00	A22090 DHW CABE REGIST	03/24/2022	22340703 PO-220699	735.00	N
015352 CABRERA, SENIA PO BOX 124 ISLETON, CA 95641  ( 0) - 0 N	71.75	LUNCH MONEY REIMB	03/15/2022	22338964 TC-220272	71.75	N
003681 CALIFORNIA AMERICAN WATER	381.88	ISLE WATER	03/10/2022	22338253 PV-220565	381.88	N

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

(888) 237-1333

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003294 CALIFORNIA ASSOCIATION FFA P.O. BOX 460 GALT, CA 95632  (209) 744-1600	2,390.00	103432/106164 RVHS PACKETS 103432/106164 RVHS PACKETS	03/22/2022 03/22/2022	22340204 PO-220777 22340204 PO-220777	1,195.00 1,195.00	N N
013205 CALIFORNIA FFA PO BOX 460 GALT, CA 95632  (209) 744-1600	400.00	104977 FFA ADVISOR REGIST 104977 FFA ADVISOR REGIST	03/03/2022 03/03/2022	22336802 PO-220738 22336802 PO-220738	200.00 200.00	N N
012268 CALIFORNIA WASTE RECOVERY SYSTEMS 175 ENTERPRISE CT STE #A GALT, CA 95632-9047  (209) 369-6887	1,256.12	ISLE WASTE SERV	03/10/2022	22338254 PV-220567	1,256.12	N
014242 CAMACHO MECHANICAL 618 A AIRPORT RD RIO VISTA, CA 94571  (209) 607-9807	1,855.14	8435/8429/8430 REPAIRS 8361/8386 REISSUE/LOST WARRANT	03/17/2022 03/17/2022	22339516 PO-220308 22339521 PV-220585	1,605.14 250.00	Y Y
015353 CAMPOS, JOSE 144 CEDAR ROCK CIRCLE SACRAMENTO, CA 95823  ( 0) - 0	18.65	LUNCH MONEY REIMB	03/15/2022	22338965 TC-220273	18.65	N
015313 CAPEL, HEATHER 17213 NE 236TH CT. BRUSH PRAIRIE, WA 98606  ( 0) - 0	47.40	LUNCH MONEY REIMB	03/01/2022	22336278 TC-220200	47.40	N
015315 CARR, KARA	8.00	LUNCH MONEY REIMB	03/01/2022	22336279 TC-220202	8.00	N

3509 COOPER ISLAND RD  
WEST SACRAMENTO, CA 95691

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015354 CARSON, MARIA PO BOX 78 COURTLAND, CA 95615	1.40	LUNCH MONEY REIMB	03/15/2022	22338966 TC-220274	1.40	N
( 0) - 0						N
013247 CARVALHO, STEPHANIE 690 CALIFORNIA ST RIO VISTA, CA 94571	7.15	LUNCH MONEY REIMB	03/01/2022	22336280 TC-220204	7.15	N
( 0) - 0						N
014547 CASEY, NICHOLAS 2318 Windy Springs LN BRENTWOOD, CA 94513	33.93	DHW MILEAGE	03/29/2022	22341649 TC-220437	33.93	N
( 0) - 0						N
015286 CASTRO, STEFANIE 3662 SAN PABLO DAM RD. EL SOBRANTE, CA 94803	3.50	LUNCH MONEY REIMB	03/01/2022	22336281 TC-220203	3.50	N
( 0) - 0						N
014492 CATA PO BOX 186 GALT, CA 95632	70.00	A. NEELEY NEW TEACHER REG	03/03/2022	22336803 PO-220739	35.00	N
		A. NEELEY NEW TEACHER REG	03/03/2022	22336803 PO-220739	35.00	N
(209) 744-1614						N
015317 CAVANAGH, DAVE & CHERYL PO BOX 1 COURTLAND, CA 95615-0001	74.30	LUNCH MONEY REIMB	03/01/2022	22336282 TC-220205	74.30	N
( 0) - 0						N
014428 CENTRAL REGION CATA CA DEPT OF EDUCATION	90.00	DHS TEACHER REGIST	03/22/2022	22340205 PO-220768	45.00	N
		DHS TEACHER REGIST	03/22/2022	22340205 PO-220768	45.00	N

1430 N STREET SUITE 4202  
SACRAMENTO, CA 95814

(916) 319-0494

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251  ( 0) - 0 N	2,213.87	BATES/WG/ TRANS WASTE	03/22/2022	22340229 PV-220591	2,213.87	N
015411 CHAVEZ, GABY 14400 STATE HIGHWAY 160 WALNUT GROVE, CA 95690  ( 0) - 0 N	20.00	LUNCH MONEY REIMB	03/29/2022	22341542 TC-220431	20.00	N
015283 CHEN, ;JANICE 8834 STARFALL WAY ELK GROVE, CA 95624  ( 0) - 0 N	1.25	LUNCH MONEY REIMB	03/01/2022	22336283 TC-220206	1.25	N
015422 CHRISTIAN, MIA 240 PINWOOD DR ROCK SPRINGS, GA 30739  ( 0) - 0 N	23.87	LUNCH MONEY REIMB	03/15/2022	22338967 TC-220275	23.87	N
000201 CITY OF ISLETON P.O. BOX 716 101 SECOND STREET ISLETON, CA 95641  (916) 777-7770 N	411.05	89102 ISLE SEWER	03/10/2022	22338238 PO-220159	411.05	N
000077 CITY OF RIO VISTA 1 MAIN STREET RIO VISTA, CA 94571  ( 0) - 0 N RIO VISTA FIRE	8,567.37	RV WATER SERV RV SEWER SERV	03/22/2022 03/22/2022	22340211 PO-220286 22340211 PO-220286	5,329.79 3,237.58	N N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015265 CLARK PEST CONTROL OF STOCKTON PO BOX 1480 LODI, CA 952411480  (800) 936-3339	320.00	30358950 RVHS PEST CONTROL/CFE	03/01/2022	22336352 PV-220563	320.00	N
015330 COAD, LISA RAE 698 CHRISTENSEN WAY RIO VISTA, CA 94571  ( 0) - 0	19.05	LUNCH MONEY REIMB	03/01/2022	22336284 TC-220207	19.05	N
015316 COLGROVE, NICHOLE PO BOX 156 CLARKSBURG, CA 95612  ( 0) - 0	8.55	LUNCH MONEY REIMB	03/01/2022	22336285 TC-220208	8.55	N
013196 COMMERCIAL APPLIANCE SERVICE INC 281 LATHROP WAY #100 SACRAMENTO, CA 95815-4200  (916) 567-0203	979.97	206060/206083 DISHWASHER LABOR	03/17/2022	22339520 PO-220744	979.97	N
014215 CONTERRA ULTRA BROADBAND PO BOX 281357 ATLANTA, GA 30384-1357  (704) 936-1722	1,624.18	52766 DW NETWORK	03/01/2022	22336345 PV-220556	1,624.18	N
015314 CORDOZA, HEATHER 1631 PARK BLVD WEST SACRAMENTO, CA 95691  ( 0) - 0	16.50	LUNCH MONEY REIMB	03/01/2022	22336286 TC-220201	16.50	N
013390 CRONIN, JANE	37.05	LUNCH MONEY REIMB	03/29/2022	22341543 TC-220353	37.05	N

PO BOX 884  
RIO VISTA, CA 94571

(707) 374-4789

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013798 CROWE LLP 320 E JEFFERSON BOULEVARD PO BOX 7 SOUTH BEND, IN 46624-0007  ( 0) - 0 Y	6,450.00	745-2505871 AUDIT SERVICES 745-2505871 AUDIT SERVICES 745-2505871 AUDIT SERVICES	03/22/2022 03/22/2022 03/22/2022	22340230 PV-220592 22340249 PV-220592 22340250 PV-220592	4,450.00 1,000.00 1,000.00	7 7 7
015226 CULLIGAN OF NAPA VALLEY 1429 ILLINOIS STREET ST# 1 FAIRFILED, CA 94533  (707) 558-1000 N	128.95	844261 DO WATER	03/22/2022	22340231 PV-220593	128.95	N
013476 CURRICULUM ASSOCIATES 153 RANGEWAY RD NORTH BILLERICA, MA 01862  (800) 225-0248 Y	1,187.68	90026915 WG SUPPLIES	03/22/2022	22340232 PV-220594	1,187.68	Y
015355 DAGGETT, DANIELLE 3256 SAN VICENTE RD WEST SACRAMENTO, CA 95691  ( 0) - 0 N	3.25	LUNCH MONEY REIMB	03/15/2022	22338968 TC-220276	3.25	N
015356 DANTO-DORAFSHA, HANNAH 3232 WILKINSON RD CAMERON PARK, CA 95682  ( 0) - 0 N	15.20	LUNCH MONEY REIMB	03/15/2022	22338969 TC-220277	15.20	N
012624 DART, SHEREEN 751 LAUREL WAY RIO VISTA, CA 94571  ( 0) - 0 N	10.75	LUNCH MONEY REIMB	03/01/2022	22336287 TC-220209	10.75	N
013876 DATAPATH	14,662.53	154639 DW IT SERVICES	03/03/2022	22336806 PO-220191	121.82	N

PO BOX 886009  
LOS ANGELES, CA 90088-6009

(888) 693-2827 N

154639	DW IT SERVICES	03/03/2022	22336806	PO-220191	121.82	N
154639	DW IT SERVICES	03/03/2022	22336806	PO-220191	11,573.21	N
154639	DW IT SERVICES	03/03/2022	22336806	PO-220191	121.82	N
154639	DW IT SERVICES	03/03/2022	22336815	PO-220191	243.64	N
153833	DHW COMPUTER	03/10/2022	22338232	PO-220522	1,028.44	N
153424	RVHS AG SURFACE PRO	03/22/2022	22340233	PV-220595	725.89	N
153424	RVHS AG SURFACE PRO	03/22/2022	22340233	PV-220595	725.89	N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015423 DAVID, CANDICE 922 W. BRANNAN ISLAND RD #126 ISLETON, CA 95641  ( 0) - 0 N	6.80	LUNCH MONEY REIMB	03/15/2022	22338970 TC-220278	6.80	N
013722 DE LAGE LANDEN PUBLIC FINANCE 1111 OLD EAGLE SCHOOL ROAD WAYNE, PA 19087  (800) 736-0220 N	2,324.35	75803031 F5 LEASE 75802910 WG LEASE 75796655 BATES LEASE 75846547 DO LEASE	03/24/2022 03/24/2022 03/24/2022 03/24/2022	22340707 PO-220039 22340707 PO-220089 22340707 PO-220230 22340716 PV-220612	84.86 175.37 355.58 1,708.54	N N N N
015318 DEBUSK, GINA 4548 ELK CT. ANTIOCH, CA 94531  ( 0) - 0 N	5.70	LUNCH MONEY REIMB	03/01/2022	22336288 TC-220210	5.70	N
002819 DELTA CARE DEPT #0170 LOS ANGELES, CA 90084-0170  ( 0) - 0 N	75.50	MARCH 2022 SUMMER HLTH PRMS	03/10/2022	22338256 PV-220568	75.50	N
012807 DELTA ELEMENTARY CHARTER SCHOOL 36230 N SCHOOL ST CLARKSBURG, CA 95612  (916) 995-1335 N	296,938.00	MARCH TAX IN LIEU	03/22/2022	22340234 PV-220596	296,938.00	N
015319 DERRICK, ELISHA 2761 TEAL DR. WEST SACRAMENTO, CA 95691  ( 0) - 0 N	8.90	LUNCH MONEY REIMB	03/01/2022	22336289 TC-220211	8.90	N
015357 DEWEY, KENDRA	17.40	LUNCH MONEY REIMB	03/15/2022	22338971 TC-220279	17.40	N

669 SIMMER WAY  
RIO VISTA, CA 94571

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015358 DIAZ, HEATHER 2749 TEAL DR. WEST SACRAMENTO, CA 95691	29.60	LUNCH MONEY REIMB	03/15/2022	22338972 TC-220280	29.60	N
( 0) - 0						N
015214 DIAZ, JOSEPH 99 HAMILTON AVE RIO VISTA, CA 94571	9.90	LUNCH MONEY REIMB	03/01/2022	22336290 TC-220212	9.90	N
( 0) - 0						N
015359 DIETZEN, REBECCA 1027 FOUNTAIN DR. WEST SACRAMENTO, CA 95605	28.50	LUNCH MONEY REIMB	03/15/2022	22338973 TC-220281	28.50	N
( 0) - 0						N
014067 DISCOVERY OFFICE SYSTEMS 1269 CORPORATE CENTER PARKWAY SANTA ROSA, CA 95407	372.05	55E1662179 WG CONTRCT 55E1665797 ISLE COPIER CONTRCT 55E1664085 BATES COPIER CNTRCT 55E1666531 WG CONTRACT	03/01/2022 03/22/2022 03/22/2022 03/24/2022	22336337 PO-220351 22340217 PO-220181 22340217 PO-220231 22340708 PO-220351	36.69 257.60 41.07 36.69	N N N N
(707) 570-1000						N
015248 DIXON SMARTSCHOOLHOUSE 4 VIA CANCION SAN CLEMENTE, CA 92673	1,402.50	1313 CONSULTING	03/03/2022	22336816 PO-220546	1,402.50	N
( 0) - 0 470963551						N
015360 DIXON, KAMDIN PO BOX 980 WALNUT GROVE, CA 95690	3.90	LUNCH MONEY REIMB	03/15/2022	22338974 TC-220282	3.90	N
( 0) - 0						N
015320 DOLE, SUSAN 105 HIGHLAND DR.	24.75	LUNCH MONEY REIMB	03/01/2022	22336291 TC-220213	24.75	N

RIO VISTA, CA 94571

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014960 DORA DOME LAW 5111 TELEGRAPH AVE #164 OAKLAND, CA 94609	97.50	1714 LEGAL SERV	03/17/2022	22339522 PV-220586	97.50	Y
( 0) - 0						Y
015321 DRURY, CHANDRA 243 MONTEZUMA ST RIO VISTA, CA 94571	4.85	LUNCH MONEY REIMB	03/01/2022	22336292 TC-220214	4.85	N
( 0) - 0						N
001285 DUBOIS, PATRICIA 422 ST. FRANCIS WAY RIO VISTA, CA 94571	2.15	LUNCH MONEY REIMB	03/01/2022	22336293 TC-220215	2.15	N
( 0) - 0 000000000						N
010469 E.F. KLUDT & SONS INC P.O. BOX 166 LODI, CA 95241-0166	19,994.82	287985/287977 FUEL 288482/288474 TRANS FUEL 288283 TRANS SUPPLIES 288945 TRANS FUEL	03/01/2022 03/17/2022 03/22/2022 03/29/2022	22336333 PO-220142 22339517 PO-220142 22340212 PO-220149 22341629 PO-220142	7,564.71 8,606.82 294.60 3,528.69	N N N N
( 0) - 0						N
015368 ELLIOTT, MARTY 13263 GRAND ISLAND RD. WALNUT GROVE, CA 95690	112.60	LUNCH MONEY REIMB	03/15/2022	22338975 TC-220283	112.60	N
( 0) - 0						N
015229 EMERGENT TECHNOLOGY SERVICES 10463 GRANT LINE RD. #113 ELK GROVE, CA 95624	6,487.50	22-1551 CHRMBKS RMS/RDHS	03/01/2022	22336334 PO-220661	6,487.50	N
( 0) - 0						N
010042 EMIGH, JENNIFER 315 RANIER COURT	2.50	LUNCH MONEY REIMB	03/01/2022	22336294 TC-220216	2.50	N

RIO VISTA, CA 94571

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
001498 EMPLOYMENT DEVELOPMENT DEPT P.O. BOX 2482 SACRAMENTO, CA 95812-2482  (916) 653-5380	1,557.60	L0165702928 SEF LOCAL EXP CHRG	03/17/2022	22339523 PV-220587	1,557.60	N
015200 EMS LINQ 2528 INDEPENDENCE BLVD #200 WILMINGTON, NC 28412  (800) 541-8999	2,266.57	3361 CAFE SUPPLIES	03/17/2022	22339518 PO-220210	2,266.57	N
015361 ETHELTON, BRITTNEY 340 MONTEZUMA ST. #C RIO VISTA, CA 94571  ( 0) - 0	10.60	LUNCH MONEY REIMB	03/15/2022	22338976 TC-220284	10.60	N
015362 EVANS, NICOLE 18164 SHERMAN ISLAND EAST LEVE RIO VISTA, CA 94571  ( 0) - 0	44.30	LUNCH MONEY REIMB	03/15/2022	22338977 TC-220285	44.30	N
015363 FICK, JULIAN 2312 SHOREBIRD CT ELK GROVE, CA 95757  ( 0) - 0	14.65	LUNCH MONEY REIMB	03/15/2022	22338978 TC-220286	14.65	N
015364 FISHER, KIMBERLY 4022 MARTIS ST. WEST SACRAMENTO, CA 95691  ( 0) - 0	27.70	LUNCH MONEY REIMB	03/15/2022	22338979 TC-220287	27.70	N
015365 FISHER, SHARON 50 RIVER RD #78	21.95	LUNCH MONEY REIMB	03/15/2022	22338980 TC-220288	21.95	N

RIO VISTA, CA 94571

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015366 FLAZ, MELISSA 513 DE FLORES CIRCLE RIO VISTA, CA 94571	98.05	LUNCH MONEY REIMB	03/15/2022	22338981 TC-220289	98.05	N
( 0) - 0						N
014148 FLEET FEET SPORTS SACRAMENTO 2311 J STREET SACRAMENTO, CA 95816	660.00	BEYOND THE BELL REGIST	03/24/2022	22340717 PV-220613	660.00	N
( 0) - 0 00000000						N
013913 FLORAL FRESH 1127 FEE DRIVE SACRAMENTO, CA 95815	614.98	1255736 DHS AG SUPPLIES 1255736 DHS AG SUPPLIES 1258390 DHS AG SUPPLIES 1258390 DHS AG SUPPLIES	03/01/2022 03/01/2022 03/10/2022 03/10/2022	22336335 PO-220283 22336335 PO-220283 22338239 PO-220283 22338239 PO-220283	218.32 218.31 89.18 89.17	N N N N
(916) 504-3591						N
015367 FOGEL, RICARDO PO BOX 916 WALNUT GROVE, CA 95690	61.05	LUNCH MONEY REIMB	03/15/2022	22338982 TC-220290	61.05	N
( 0) - 0						N
015369 FOLKES, CHRISTINE 37345 COUNTY RD. #144 CLARKSBURG, CA 95612	51.80	LUNCH MONEY REIMB	03/15/2022	22338983 TC-220291	51.80	N
( 0) - 0						N
015322 FORBES, JAY 935 HILLSIDE TERRACE RIO VISTSA, CA 94571	32.80	LUNCH MONEY REIMB	03/01/2022	22336296 TC-220218	32.80	N
( 0) - 0						N
015370 FRAME, CHRISTY PO BOX 251	60.75	LUNCH MONEY REIMB	03/15/2022	22338984 TC-220292	60.75	N

CLARKSBURG, CA 95612

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011339 FRONTIER COMMUNICATIONS CORPORATION THREE HIGH RIDGE PARK STAMFORD, CT 06905	4,807.47	DW PHONE SERVICE RADIO RIO BIIG CIRCUIT 070121-8 WG BIIG 102021-8 RADIO RIO CIRCUIT	03/10/2022 03/10/2022 03/22/2022 03/29/2022	22338240 PO-220287 22338269 PV-220583 22340235 PV-220597 22341647 PV-220636	3,659.72 123.23 831.48 193.04	N N N N
( 0) - 0						N
015372 GARCIA, MARIA PO BOX 753 WALNUT GROVE, CA 95690	12.00	LUNCH MONEY REIMB	03/15/2022	22338985 TC-220294	12.00	N
( 0) - 0						N
015371 GARCIA, MARIANA 7233 CROMWELL WAY SACRAMENTO, CA 95822	27.15	LUNCH MONEY REIMB	03/15/2022	22338986 TC-220293	27.15	N
( 0) - 0						N
015144 GARCIA, MICHAEL 4712 HAMILTON ST. SACRAMENTO, CA 95841	85.96	DHW SUPPLIES	03/10/2022	22338273 TC-220256	85.96	N
(760) 987-8969						N
015373 GARDINER, HEATHER PO BOX 652 ISLETON, CA 95641	12.50	LUNCH MONEY REIMB	03/15/2022	22338987 TC-220295	12.50	N
( 0) - 0						N
015374 GEARY, TAMARA 6500 BENHAM WAY SACRAMENTO, CA 95831	30.10	LUNCH MONEY REIMB	03/15/2022	22338988 TC-220296	30.10	N
( 0) - 0						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014234 GIRARD EDWARDS STEVENS & TUCKER LLP., ATTORNEYS AT LAW 8801 FOLSOM BLVD STE 285 SACRAMENTO, CA 95826	3,752.00	3972 ATTY FEES 3972 ATTY FEES 3972 ATTY FEES 3972 ATTY FEES	03/24/2022 03/24/2022 03/24/2022 03/24/2022	22340718 PV-220614 22340718 PV-220614 22340718 PV-220614 22340718 PV-220614	228.00 1,586.00 1,852.50 85.50	Y Y Y Y
(916) 706-1255						Y
015376 GLAU, CHRISTIAN PO BOX 242 WALNUT GROVE, CA 95690	18.80	LUNCH MONEY REIMB	03/15/2022	22338989 TC-220297	18.80	N
( 0) - 0						N
012162 GLENDE, NICK 3512 LAKELAND WAY ELK GROVE, CA 95758	30.15	LUNCH MONEY REIMB	03/01/2022	22336299 TC-220221	30.15	N
( 0) - 0						N
015377 GLENN, ERIN 2595 SAN CARLOS CT. W. SACRAMENTO, CA 95691	8.00	LUNCH MONEY REIMB	03/15/2022	22338990 TC-220298	8.00	N
( 0) - 0						N
015378 GLITSCH, STEPHANIE 9101 NEWHALL DR. #49 SACRAMENTO, CA 95826	1.45	LUNCH MONEY REIMB	03/15/2022	22338991 TC-220299	1.45	N
( 0) - 0						N
012883 GOMES, BRANDI 230 RIVERVIEW STREET RIO VISTA, CA 94571	100.25	LUNCH MONEY REIMB	03/01/2022	22336300 TC-220222	100.25	N
( 0) - 0						N
010662 GOMES, NOELLE	10.00	LUNCH MONEY REIMB	03/01/2022	22336301 TC-220223	10.00	N



17781 GRAND ISLAND ROAD  
WALNUT GROVE, CA 95690

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003111 GOVERNMENT FINANCIAL STRATEGIES INC. 1228 N STREET, SUITE 13 SACRAMENTO, CA 95814-5609  (916) 444-5100 N	1,050.00	1324151 PROF SERV	03/29/2022	22341639 PV-220628	1,050.00	N
015327 GRAHAM-MACCIOCCHI, HEATHER 739 LINDA VISTA WAY RIO VISTA, CA 94571  ( 0) - 0 N	1.90	LUNCH MONEY REIMB	03/01/2022	22336302 TC-220224	1.90	N
014623 GRANADOS-ORDAZ, YAZMIN PO BOX 947 WALNUT GROVE, CA 95690  ( 0) - 0 N	38.37	FEB MILEAGE	03/10/2022	22338274 TC-220257	38.37	N
014573 GREAT AMERICA FINANCIAL SVCS PO BOX 660831 DALLAS, TX 75266-0831  (877) 311-4422 N	765.85	31087168 CMS LEASE 31235179 DHS LEASE	03/01/2022 03/29/2022	22336346 PV-220557 22341640 PV-220629	309.95 455.90	N N
011690 GROVES, DAVID 340 MONTEZUMA ST RIO VISTA, CA 94571  ( 0) - 0 N	823.21	LUNCH MONEY REIMB STALEDATE 22501588	03/01/2022 03/17/2022	22336303 TC-220225 22339529 TC-220335	27.20 796.01	N N
015380 GUNN, TIFFANY 1175 CLAREDON ST. W. SACRAMENTO, CA 95691  ( 0) - 0 N	93.35	LUNCH MONEY REIMB	03/15/2022	22338992 TC-220300	93.35	N
015381 GUZMAN, ANTONIA	35.75	LUNCH MONEY REIMB	03/15/2022	22338993 TC-220301	35.75	N

PO BOX 464  
ISLETON, CA 95641

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015382 HALE, MELISSA 147 GARDINER WAY RIO VISTA, CA 94571	2.85	LUNCH MONEY REIMB	03/15/2022	22338994 TC-220302	2.85	N
( 0) - 0						N
014868 HALL, SARA PO BOX 9586 TRUCKEE, CA 96162	4,700.00	SP ED BEHVR ASSMNTS	03/10/2022	22338241 PO-220179	4,700.00	Y
(916) 640-3533						Y
014500 HAND IN HAND THERAPEUTICS 214 ELMWOOD AVE MODESTO, CA 95354	9,505.83	SP ED OCC THERAPY W/E 2/11 SP ED OCC THERAPY W/E 2/24 SP ED OCC THERAPY W/E 3/4 SP ED OCC THERAPY W/E 3/10 SP ED OCC THERAPY W/E 3/17	03/01/2022 03/03/2022 03/10/2022 03/22/2022 03/29/2022	22336336 PO-220176 22336807 PO-220176 22338242 PO-220176 22340213 PO-220176 22341630 PO-220176	1,540.00 2,777.50 2,145.00 1,540.00 1,503.33	Y Y Y Y Y
(209) 604-8533		Y WAYNE STEVENSO				
015383 HARDING, BRANDON 1725 CHINOOK RD W. SACRAMENTO, CA 95691	50.55	LUNCH MONEY REIMB	03/15/2022	22338995 TC-220303	50.55	N
( 0) - 0						N
015384 HARPER, RENEE 7590 ALMA VISTA WAY SACRAMENTO, CA 95831	19.05	LUNCH MONEY REIMB	03/15/2022	22338996 TC-220304	19.05	N
( 0) - 0						N
010432 HASTIE'S CAPITOL SAND & GRAVEL 9350 JACKSON ROAD SACRAMENTO, CA	334.03	191723 DHS BASEBALL MIX 191723 DHS BASEBALL MIX	03/10/2022 03/10/2022	22338233 PO-220691 22338233 PO-220691	37.23 296.80	N N
(916) 361-2720						N
015385 HASTINGS, YVETTE 1084 UPLANDS DR.	14.65	LUNCH MONEY REIMB	03/15/2022	22338997 TC-220305	14.65	N

EL DORADO HILLS, CA 95762

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015386 HAWKINSON, ELISA 2400 HARMON RD W. SACRAMENTO, CA 95691	28.85	LUNCH MONEY REIMB	03/15/2022	22338998 TC-220306	28.85	N
( 0) - 0						N
002011 HEINEMANN PUBLISHING 15963 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693	2,903.51	7341098 WG SUPPLIES	03/29/2022	22341641 PV-220630	2,903.51	N
(800) 225-5800 000000000						N
015388 HERRING, BRIANNE 12910 ALTA MESA RD HERALD, CA 95638	13.50	LUNCH MONEY REIMB	03/15/2022	22338999 TC-220307	13.50	N
( 0) - 0						N
015274 HINSHAW, MERCY 14486 STATE HWY 160 WALNUT GROVE, CA 95690	45.63	MARCH 10 MILEAGE	03/22/2022	22340258 TC-220352	45.63	N
( 0) - 0						N
015210 HKIT 538 NINTH ST #240 OAKLAND, CA 94607	55,571.45	21029.01 MASTER PLANNING SERV 21029.01 MASTER PLANNING SERV 21029.00 MASTER PLN/PROJECT 21029.00 MASTER PLN/PROJECT	03/10/2022 03/10/2022 03/29/2022 03/29/2022	22338250 PO-220547 22338251 PO-220547 22341637 PO-220453 22341638 PO-220453	2,715.00 2,715.00 25,070.72 25,070.73	N N N N
(510) 625-9800						N
015390 HOLLINGSWORTH, HEATHER 15 AMADOR CIRCLE RIO VISTA, CA 94571	10.90	LUNCH MONEY REIMB	03/15/2022	22339000 TC-220308	10.90	N
( 0) - 0						N
012352 HOME DEPOT 2121 CADENASSO DRIVE	47.95	DHS AG SUPPLIES DHS AG SUPPLIES	03/22/2022 03/22/2022	22340215 PO-220693 22340215 PO-220693	23.97 23.98	N N

FAIRFIELD, CA 94533

(707) 426-9600 000000000 N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003538 HOME DEPOT CREDIT SERVICES DEPT 32-2500439736 P.O. BOX 78047 PHOENIX, AZ 85062-8047	1,408.15	MAINT SUPPLIES RVHS WOODSHOP SUPPLIES RVHS AG SUPPLIES RVHS AG SUPPLIES	03/22/2022 03/22/2022 03/22/2022 03/22/2022	22340214 PO-220115 22340214 PO-220341 22340214 PO-220383 22340214 PO-220383	440.35 562.88 202.46 202.46	N N N N
( 0) - 0						N
013947 HOME DEPOT PRO PO BOX 742056 LOS ANGELES, CA 90074-2056	3,421.63	666426135 MAINT SUPPLIES 666235916 MAINT SUPPLIES 665648549 MAINT SUPPLIES 666426127 MAINT SUPPLIES 666235908 MAINT SUPPLIES 666691241 MAINT SUPPLIES 665369419 MAINT SUPPLIES 665369401 MAINT SUPPLIES 665898300 MAINT SUPPLIES 666994926 669103632 667717201 671410140 670316581 671410157 666923743 669806655 666762042 670058551 671410132 669630741	03/03/2022 03/03/2022 03/03/2022 03/03/2022 03/03/2022 03/03/2022 03/03/2022 03/03/2022 03/03/2022 03/24/2022 03/24/2022 03/24/2022 03/24/2022 03/24/2022 03/24/2022 03/24/2022 03/24/2022 03/24/2022 03/24/2022 03/24/2022 03/24/2022	22336808 PO-220125 22336808 PO-220125 22336808 PO-220125 22336808 PO-220125 22336808 PO-220125 22336808 PO-220125 22336808 PO-220125 22336808 PO-220125 22336808 PO-220125 22340719 PV-220615 22340719 PV-220615 22340719 PV-220615 22340719 PV-220615 22340719 PV-220615 22340719 PV-220615 22340719 PV-220615 22340719 PV-220615 22340719 PV-220615 22340719 PV-220615 22340719 PV-220615 22340719 PV-220615	201.93 193.24 18.18 560.92 344.42 61.42 96.31 77.69 105.55 190.29 152.20 100.88 172.38 35.11 231.15 50.99 113.59 155.44 85.33 233.06 241.55	N N
(877) 577-1114						N
015391 HOSTETTER-VAZQUEZ, KELLY 3835 HUNTINGTON RD W. SACRAMENTO, CA 95691	18.20	LUNCH MONEY REIMB	03/15/2022	22339001 TC-220309	18.20	N
( 0) - 0						N
012272 HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY 222 BERKELEY STREET BOSTON, MA 02116	69.34	955530977 BOOKS/BATES	03/29/2022	22341625 PO-220714	69.34	N
(800) 225-5425						N





Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015392 HUTSON, KRISTEN 14686 STATE HWY 160 WALNUT GROVE, CA 95690	19.05	LUNCH MONEY REIMB	03/15/2022	22339002 TC-220310	19.05	N
( 0) - 0						N
011917 INDOFF 11816 LACKLAND AVENUE ST. LOUIS, MO 63146-4206	69.90	3548751 BATES SUPPLIES	03/10/2022	22338243 PO-220232	69.90	N
(707) 374-4037						N
000107 INLAND BUSINESS SYSTEMS 1500 NO. MARKET SACRAMENTO, CA 95834-1912	1,068.44	2493595 RVHS LEASE AGREEMENT 2493595 RVHS LEASE AGRMNT 2526050 WIND RIVER COPIER CNTR	03/22/2022 03/22/2022 03/24/2022	22340216 PO-220011 22340216 PO-220011 22340713 PO-220072	257.42 257.42 553.60	N N N
(916) 928-0770						N
015325 JAHNER, CHEYENNE 500 S. 3RD ST RIO VISTA, CA 94571	3.55	LUNCH MONEY REIMB	03/01/2022	22336305 TC-220227	3.55	N
( 0) - 0						N
015457 JOHAS, NOEL 33980 S. RIVER RD CLARKSBURG, CA 95612	22.50	LUNCH MONEY REIMB	03/29/2022	22341544 TC-220435	22.50	N
( 0) - 0						N
015395 JOHNSON, KELLILYNNE 3089 COUNTY RD #3114 JACKSONVILLE, TX 75766	3.90	LUNCH MONEY REIMB	03/15/2022	22339004 TC-220312	3.90	N
( 0) - 0						N
015396 JOHNSON, LAURA 1231 ROBLES CT	2.50	LUNCH MONEY REIMB	03/15/2022	22339005 TC-220313	2.50	N

VACAVILLE, CA 95687

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015397 JONES, JENNIFER 2965 JANET DR W. SACRAMENTO, CA 95691	22.45	LUNCH MONEY REIMB	03/15/2022	22339006 TC-220314	22.45	N
( 0) - 0						N
015399 KAUZLARICH, BRIANNA 818 THEREZA RIO VISTA, CA 94571	9.40	LUNCH MONEY REIMB	03/15/2022	22339007 TC-220315	9.40	N
( 0) - 0						N
015400 KENNEDY, RACHELLE 3905 EAGLE ST. W. SACRAMENTO, CA 95691	112.65	LUNCH MONEY REIMB	03/15/2022	22339008 TC-220316	112.65	N
( 0) - 0						N
015401 KIRTLAN, JENNIFER 3730 ANTIOCH AVE. W. SACRAMENTO, CA 95691	113.90	LUNCH MONEY REIMB	03/15/2022	22339009 TC-220317	113.90	N
( 0) - 0						N
015387 KIRTLAN, REBECCA 3298 NEW YORK RD W. SACRAMENTO, CA 95691	4.35	LUNCH MONEY REIMB	03/15/2022	22339010 TC-220318	4.35	N
( 0) - 0						N
015419 KRUSSE, JENNIFER 49669 HAMILTON RD CLARKSBURG, CA 95612	33.60	LUNCH MONEY REIMB	03/15/2022	22339011 TC-220320	33.60	N
( 0) - 0						N
015403 KRUEGER, JONI 477 GARDEN STREET	33.00	LUNCH MONEY REIMB	03/15/2022	22339012 TC-220319	33.00	N

W. SACRAMENTO, CA 95691

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015427 Kona Ice 1250 Callen St. Vacaville, CA 95688	928.00	12931 RVHS SUPPLIES	03/22/2022	22340236 PV-220598	928.00	N
( 0) - 0		N Outlaw Strength				
011311 LA RUE COMMUNICATIONS 521 E. MINER AVE STOCKTON, CA 95202	330.00	9515 TRANS UHF REPEATER	03/03/2022	22336809 PO-220144	330.00	7
(209) 463-1900		Y LA RUE, KNOX J				
015404 LAMPI, ALICIA 8768 NEWRY COURT ELK GROVE, CA 95674	32.25	LUNCH MONEY REIMB	03/15/2022	22339013 TC-220321	32.25	N
( 0) - 0		N				
015421 LANGLOIS, CHRISTINA 131 SEQUOIA CT RIO VISTA, CA 94571	7.15	LUNCH MONEY REIMB	03/15/2022	22339014 TC-220322	7.15	N
( 0) - 0		N				
015231 LARA, DIANA 14801 ST. HWY 160 SPC #1 ISLETON, CA 95641	277.99	FEB MILEAGE	03/10/2022	22338275 TC-220258	277.99	N
( 0) - 0		N				
015405 LAWSON, STACY 756 RUBIER WAY RIO VISTA, CA 94571	5.00	LUNCH MONEY REIMB	03/15/2022	22339015 TC-220323	5.00	N
( 0) - 0		N				
014670 LEARNING WITHOUT TEARS 806 W DIAMOND AVE #230	25.42	138958 SP ED WRKBKS	03/22/2022	22340206 PO-220736	25.42	N

GAITHERSBURG, MD 20878

(888) 983-8409

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015406 LETT, PHILIP 4009 HANCOCK DR SACRAMENTO, CA 95821	28.75	LUNCH MONEY REIMB	03/15/2022	22339016 TC-220325	28.75	N
( 0) - 0						N
015458 LEW, RON 538 MAIN ST RIO VISTA, CA 94571	20.00	LUNCH MONEY REIMB	03/29/2022	22341545 TC-220434	20.00	N
( 0) - 0						N
015326 LIGHT, JASON 601 MONTEZUMA ST RIO VISTA, CA 94571	75.05	LUNCH MONEY REIMB	03/01/2022	22336306 TC-220228	75.05	N
( 0) - 0						N
015407 LINDSAY, MOLLY 2925 BRENDA WAY W. SACRAMENTO, CA 95691	230.60	LUNCH MONEY REIMB	03/15/2022	22339017 TC-220326	230.60	N
( 0) - 0						N
000548 LIRAS SUPERMARKET 609 HWY 12 RIO VISTA, CA 94571	206.81	#175 DHW SUPPLIES #138 ED SV SUPPLIES	03/22/2022 03/22/2022	22340218 PO-220066 22340237 PV-220599	118.57 88.24	N N
(707) 374-5399						N
015490 LLOYD, ANASHIA 40 S. 7TH ST RIO VISTA, CA 94571	27.45	LUNCH MONEY REIMB	03/29/2022	22341546 TC-220393	27.45	N
( 0) - 0						N
015409 LOPEZ, ERIKA 1917 6TH ST #5	6.45	LUNCH MONEY REIMB	03/15/2022	22339018 TC-220327	6.45	N



BERKELEY, CA 94710

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015183 LOPEZ, LUIS PO BOX 237 HOOD, CA 95639	84.52	FEB MILEAGE	03/10/2022	22338276 TC-220259	84.52	N
( 0) - 0						N
015494 LOPEZ, MARIA LUISA PO BOX 112 HOOD, CA 95639	24.85	LUNCH MONEY REIMB	03/29/2022	22341547 TC-220388	24.85	N
( 0) - 0						N
013206 LOWE'S 8369 POWER INN ROAD ELK GROVE, CA 95624-3464	929.70	MAINT SUPPLIES	03/22/2022	22340219 PO-220117	929.70	N
(866) 232-7443						N
014665 LOY MATTISON ENTERPRISES 7038 ALMOND HILL COURT ORANGEVALE, CA 95662	1,787.50	20122022822 ERATE SERV	03/29/2022	22341631 PO-220061	1,787.50	Y
( 0) - 0						Y
015420 LUCOT, NICOLE PO BOX 216 ISLETON, CA 95641	21.50	LUNCH MONEY REIMB	03/29/2022	22341548 TC-220433	21.50	N
( 0) - 0						N
015410 LUERAS, KRISTIN 31 BINGHAM CIRCLE SACRAMENTO, CA 95831	14.10	LUNCH MONEY REIMB	03/29/2022	22341549 TC-220432	14.10	N
( 0) - 0						N
015412 LYON, TERESA 823 ELM WAY	3.95	LUNCH MONEY REIMB	03/29/2022	22341550 TC-220430	3.95	N

RIO VISTA, CA 94571

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015459 MACDOUGALL, MARY 13599 RIVER RD WALNUT GROVE, CA 95690	18.85	LUNCH MONEY REIMB	03/29/2022	22341551 TC-220429	18.85	N
( 0) - 0						N
015505 MAGANA, SAMUEL 1946 PINWOOD WAY MARYSVILLE, CA 95901	134.83	BATES REIMB	03/29/2022	22341650 TC-220438	134.83	N
( 0) - 0						N
015287 MANDUJANO, ZAYRA 844 MITCHELL ST. RIO VISTA, CA 94571	9.30	LUNCH MONEY REIMB LUNCH MONEY REIMB	03/01/2022 03/29/2022	22336307 TC-220229 22341552 TC-220428	3.45 5.85	N N
( 0) - 0						N
015417 MANGUNLAY, TRACY 53303 COUNTY RD 142 CLARKSBURG, CA 95612	75.75	LUNCH MONEY REIMB	03/29/2022	22341553 TC-220427	75.75	N
( 0) - 0						N
015414 MARIN, JULIA 5244 FAIR OAKS BLVD CARMICHAEL, CA 95612	15.20	LUNCH MONEY REIMB	03/29/2022	22341554 TC-220426	15.20	N
( 0) - 0						N
015415 MARTIN, TAYLOR 510 VIRGINA AVE LODI, CA 95240	22.06	LUNCH MONEY REIMB LUNCH MONEY REIMB	03/15/2022 03/29/2022	22339019 TC-220324 22341555 TC-220425	17.06 5.00	N N
( 0) - 0						N
015418 MARTINEZ, BLANCA 1611 VALLARTA CIRCLE	9.85	LUNCH MONEY REIMB	03/29/2022	22341556 TC-220424	9.85	N

SACRAMENTO, CA 95834

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014144 MARTINEZ, SANDRA PO BOX 298 ISLETON, CA 95641	133.26	FEB MILEAGE	03/22/2022	22340252 TC-220346	133.26	N
( 0) - 0						N
014819 MAVERICK NETWORKS INC. 7060 KOLL CENTER PKWY#318 PLEASANTON, CA 94566	807.55	2200281 PHONE REPAIRS 2200283 HANDSETS 2200361 PHONE REPAIRS	03/10/2022 03/29/2022 03/29/2022	22338257 PV-220569 22341626 PO-220707 22341642 PV-220631	120.00 567.55 120.00	N N N
(925) 931-1900						N
014355 MAXIM STAFFING SOLUTIONS 12558 COLLECTIONS CENTER DR CHICAGO, IL 60693	7,413.60	E5076470262 NURSING ASSTS E5077100262 NURSING ASSTS E5136350262 NURSING ASSTS E5196000262 NURSING ASSTS E5262880262 NURSING ASSTS E5302940262 NURSING ASSTS	03/01/2022 03/01/2022 03/10/2022 03/22/2022 03/24/2022 03/29/2022	22336338 PO-220451 22336338 PO-220451 22338244 PO-220451 22340220 PO-220451 22340709 PO-220451 22341632 PO-220451	1,034.88 1,680.00 811.68 1,191.84 1,303.68 1,391.52	N N N N N N
(800) 394-7195						N
015110 MAYNARD, NIKKA 4545 BEACON COURT RIO VISTA, CA 94571	113.25	CAFE MILEAGE	03/01/2022	22336353 TC-220253	113.25	N
( 0) - 0						N
014107 MCCARTY, MELADEE 9217 VERVAINE WAY SACRAMENTO, CA 95829-8733	720.00	SP ED PROF SERVICES	03/03/2022	22336810 PO-220158	720.00	Y
(209) 601-2940						Y
015461 MCCRUM, JENNIFER 638 ANDERSON WAY RIO VISTA, CA 94571	26.65	LUNCH MONEY REIMB	03/29/2022	22341557 TC-220422	26.65	N
( 0) - 0						N
015462 MCDONALD, REBECCA	7.30	LUNCH MONEY REIMB	03/29/2022	22341558 TC-220421	7.30	N

123 SEQUOIA CT  
RIO VISTA, CA 94571

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015463 MCDOWELL, AMBER 13161 GRAND ISLAND RD WALNUT GROVE, CA 95690	100.00	LUNCH MONEY REIMB	03/29/2022	22341559 TC-220420	100.00	N
( 0) - 0						N
015464 MCDOWELL, LISA 15245 POVERTY RD WALNUT GROVE, CA 95690	183.25	LUNCH MONEY REIMB	03/29/2022	22341560 TC-220419	183.25	N
( 0) - 0						N
014886 MCGEE, REBECCA 8132 PINE OAKS CT SACRAMENTO, CA 95828	6.71	STALEDATE 22304097	03/17/2022	22339530 TC-220336	6.71	N
(916) 519-9776						N
015465 MCGOVERN, AMBER 8060 LINDA ISLE LANE SACRAMENTO, CA 95831	37.05	LUNCH MONEY REIMB	03/29/2022	22341561 TC-220418	37.05	N
( 0) - 0						N
015466 MCKEACHNIE, CARRISA 10070 WILLARD PARKWAY #226 ELK GROVE, CA 95757	30.90	LUNCH MONEY REIMB	03/29/2022	22341562 TC-220417	30.90	N
( 0) - 0						N
015402 MCKELLAR, TERRI 395 BRANNAN ISLAND RD. #116 W. SACRAMENTO, CA 95691	16.00	LUNCH MONEY REIMB	03/15/2022	22339020 TC-220328	16.00	N
( 0) - 0						N
015467 MCKIBBIN, PAIGE 3390 PARTRIDGE AVE	27.80	LUNCH MONEY REIMB	03/29/2022	22341563 TC-220416	27.80	N



WEST SACRAMENTO, CA 95691

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015288 MCWILLIAMS, SIERRA 1007 HILLSIDE TERRACE RIO VISTA, CA 94571	3.15	LUNCH MONEY REIMB	03/01/2022	22336308 TC-220230	3.15	N
( 0) - 0						N
015270 MEDIWASTE PO BOX 6579 CORONA, CA 92878	265.00	148075 NURSE WASTE SERV	03/10/2022	22338245 PO-220673	265.00	N
(855) 449-6334						N
015468 MEINTS, KYLIE 606 E. SPRUCE ST SAULT STE MARIE, MI 49783	4.70	LUNCH MONEY REIMB	03/29/2022	22341564 TC-220415	4.70	N
( 0) - 0						N
015470 MEYER, ASHLEY 7773 W. CARDINAL DR BOISE, ID 83714	30.00	LUNCH MONEY REIMB	03/29/2022	22341565 TC-220413	30.00	N
( 0) - 0						N
015379 MILLER, GRACE 406 MONTEZUMA ST RIO VISTA, CA 94571	1.20	LUNCH MONEY REIMB	03/15/2022	22339021 TC-220329	1.20	N
( 0) - 0						N
014934 MIMIAGA, MICHAEL 240 YOSEMITE DRIVE RIO VISTA, CA 94571	94.25	LUNCH MONEY REIMB	03/01/2022	22336309 TC-220231	94.25	N
( 0) - 0 000000000						N
014990 MINDSPEAKER PRINTING 1163 GRANDVIEW DR	1,598.38	RV-079 RVHS SUPPLIES	03/22/2022	22340238 PV-220600	1,598.38	N

PROVIDENCE, UT 84332

(707) 321-9425 000000000 N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015328 MINGAY, MICHELLE 8186 B & R LANE RIO VISTA, CA 94571	1.00	LUNCH MONEY REIMB	03/01/2022	22336310 TC-220232	1.00	N
( 0) - 0						N
012837 MOBILE MODULAR 5700 LAS POSITAS ROAD LIVERMORE, CA 94551	625.00	2250884 MODULAR LEASE	03/10/2022	22338268 PV-220580	625.00	N
(925) 606-9000		N MCGRATH RENTCO				
015471 MOORE, SARAH 427 POPLAR AVE. WEST SACRAMENTO, CA 95692	211.30	LUNCH MONEY REIMB	03/29/2022	22341566 TC-220412	211.30	N
( 0) - 0						N
015329 MYER, JOANNA 2772 OLSET ROAD RIO VISTA, CA 94571	16.50	LUNCH MONEY REIMB	03/01/2022	22336311 TC-220233	16.50	N
( 0) - 0						N
015472 NAVARRO-CHAVOLLA, CYNTHIA PO BOX 439 WALNUT GROVE, CA 95690	52.05	LUNCH MONEY REIMB	03/29/2022	22341567 TC-220411	52.05	N
( 0) - 0						N
014975 NEWSELA 620 8TH AVENUE 21ST FLOOR NEW YORK, NY 10018	3,300.00	24085 SUBSCR RENEWAL	03/10/2022	22338234 PO-220740	3,300.00	N
( 0) - 0						N
012514 NOLASCO, ALICIA P.O. BOX 39	37.80	LUNCH MONEY REIMB170	03/29/2022	22341568 TC-220395	37.80	N

COURTLAND, CA 95615

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013877 NORRIS, CARRIE 4833 STEPPE COURT ELK GROVE, CA 95757	83.06	LUNCH MONEY REIMB WG REIMB	03/01/2022 03/17/2022	22336312 TC-220234 22339531 TC-220337	54.15 28.91	N N
( 0) - 0						N
014359 NORTH STATE TIRE CO 1610 KATHLEEN AVE SACRAMENTO, CA 95815	407.71	K115111/K115374 TRANS SUPPLIES	03/22/2022	22340239 PV-220601	407.71	N
(916) 922-1075						N
011429 OLIVER WORLDCLASS LABS INC 11040 BOLLINGER CANYON RD SUITE E-463 SAN RAMON, CA 94582	299.00	1630 WG SUPPLIES	03/01/2022	22336339 PO-220637	299.00	N
(707) 747-1537						N
003218 ORIENTAL TRADING CO INC 4206 SOUTH 108TH STREET OMAHA, NE 68137	113.63	714075232-05 ASP ISLE SUPPLIES	03/01/2022	22336340 PO-220573	113.63	N
(800) 228-0475		N OTC DIRECT INC				
014454 OROZCO, PRITIKA 14216 SHOP STREET WALNUT GROVE, CA 95690	560.19	FEB MILEAGE	03/10/2022	22338277 TC-220260	560.19	N
(916) 491-0657 000000000						N
015474 OROZCO, QUIRINA 408 15TH STREET WEST SACRAMENTO, CA 95691	67.50	LUNCH MONEY REIMB	03/29/2022	22341569 TC-220410	67.50	N
( 0) - 0						N
015475 OSUNA, NESSA	22.15	LUNCH MONEY REIMB	03/29/2022	22341570 TC-220409	22.15	N

6460 DRIFTWOOD ST  
SACRAMENTO, CA 95831

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015232 PALMA HERNANDEZ, MARIA 928 THEREZA WAY RIO VISTA, CA 94571	156.20	FEB MILEAGE LUNCH MONEY REIMB	03/10/2022 03/29/2022	22338278 TC-220261 22341571 TC-220392	144.90 11.30	N N
( 0) - 0						N
014613 PANORAMA EDUCATION 24 SCHOOL STREET 4TH FLOOR BOSTON, MA 02108	8,270.00	5714 LICENSE FEE	03/22/2022	22340240 PV-220602	8,270.00	N
(415) 598-7170						N
014465 PARKER & COVERT LAW OFFICE 17862 EAST SEVENTEENTH ST#204 EAST BUILDING TUSTIN, CA 92780	9,288.59	74743 ATTY FEES 74743 ATTY FEES 74743 ATTY FEES 74814 ATTY FEES 74814 ATTY FEES	03/10/2022 03/10/2022 03/10/2022 03/24/2022 03/24/2022	22338259 PV-220571 22338259 PV-220571 22338270 PV-220571 22340721 PV-220617 22340732 PV-220617	6,236.09 100.00 700.00 2,202.50 50.00	Y Y Y Y Y
(714) 573-0900		Y PARKER & COVE				
013692 PATIN, ANGELA 633 MADERE STREET RIO VISTA, CA 94571	129.39	LUNCH MONEY REIMB FEB MILEAGE	03/01/2022 03/22/2022	22336313 TC-220235 22340253 TC-220347	13.10 116.29	N N
(707) 628-4406 000000000						N
015261 PCR CONSULTING 4041 SOQUEL DRIVE, STE A-1 SOQUEL, CA 95073	686.47	RD04 PROF SERVICES	03/29/2022	22341643 PV-220632	686.47	N
( 0) - 0						N
015285 PEARL, MARINA 464 LINCOLN LANDING RIO VISTA, CA 94571	4.50	LUNCH MONEY REIMB	03/01/2022	22336314 TC-220236	4.50	N
( 0) - 0						N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013895 PEARSON CLINICAL ASSESSMENT ORDERING PO BOX 599700 SAN ANTONIO, TX 78259  (800) 627-7271	503.15	15957686 SP ED BOOKLETS	03/01/2022	22336347 PV-220558	503.15	N
014310 PEREZ, GABINO 7904 HARTWICK WAY SACRAMENTO, CA 95828  ( 0) - 0	45.48	WG REIMB	03/22/2022	22340254 TC-220348	45.48	N
015408 PETERSEN, CRYSTAL 25455 HARDY PLACE STEVENSON RANCH, CA 91381  ( 0) - 0	107.30	LUNCH MONEY REIMB	03/15/2022	22339022 TC-220330	107.30	N
015476 PEZZAGLIA, PHIL 145 SAINT FRANCIS WAY RIO VISTA, CA 94571  ( 0) - 0	1.50	LUNCH MONEY REIMB	03/29/2022	22341572 TC-220408	1.50	N
003270 PG&E 685 EMBARCADERO DRIVE SACRAMENTO, CA 95605  ( 0) - 0	12,602.72	DW ELECTRIC RADIO RIO ELECT	03/10/2022 03/10/2022	22338246 PO-220289 22338260 PV-220572	12,575.41 27.31	N N
015477 PHILLIPS, ANTHONY PO BOX 403 ISLETON, CA 95641  ( 0) - 0	24.50	LUNCH MONEY REIMB	03/29/2022	22341573 TC-220407	24.50	N
013458 PITNEY BOWES INC	370.12	3105347253 PSTAGE MACH LEASE	03/03/2022	22336811 PO-220209	370.12	N

1 ELMCROFT ROAD  
STAMFORD, CT 06926-0700

(800) 228-1071

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014420 PIZZA FACTORY WALNUT GROVE 14127 RIVER ROAD WALNUT GROVE, CA 95690  ( 0) - 0 N	97.98	#89 ED SV SUPPLIES	03/10/2022	22338261 PV-220573	97.98	N
013554 POINT QUEST EDUCATION 9355 E STOCKTON BLVD STE 225 ELK GROVE, CA 95624  (916) 422-0571 N	22,735.24	1578 SP ED INST ASSTS 737083 NPS 737094 NPS 536952 NPS 737068 NPS	03/03/2022 03/03/2022 03/03/2022 03/03/2022 03/03/2022	22336812 PO-220168 22336812 PO-220169 22336812 PO-220169 22336812 PO-220169 22336812 PO-220169	10,866.24 392.00 112.00 3,920.00 7,445.00	N N N N N
013244 PRECIADO, VICKI 737 LAUREL WAY RIO VISTA, CA 94571  ( 0) - 0 N	421.16	LUNCH MONEY REIMB QSS CONF REIMB	03/01/2022 03/17/2022	22336315 TC-220237 22339532 TC-220338	.25 420.91	N N
015121 PRESTON, JOHN 95 HIGHLAND DR. RIO VISTA, CA 94571  (707) 590-0012 N	12.15	LUNCH MONEY REIMB	03/01/2022	22336316 TC-220238	12.15	N
012857 PRISTINE REHAB CARE 706 N. DIAMOND BAR BLVD STE #B DIAMOND BAR, CA 91765  (317) 371-3866 Y	25,770.24	7828/7827 SP THERAPY	03/22/2022	22340221 PO-220165	25,770.24	7
015478 PULIDO, ALBERTO 3213 HOPLIND ST WEST SACRAMENTO, CA 95691  ( 0) - 0 N	10.00	LUNCH MONEY REIMB	03/29/2022	22341574 TC-220406	10.00	N
015424 Quirino-Bautista, Jamie 125 Edgewater Drive	616.88	SP ED MILEAGE NOV-JAN SP ED CONF REIMB	03/10/2022 03/10/2022	22338279 TC-220262 22338279 TC-220263	145.92 470.96	N N

Rio Vista, CA 94571

(530) 218-1384

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012541 R.A. JONES CONSTRUCTION P.O. BOX 835 THORNTON, CA 95686	3,891.00	WG/DHW MARQUEE INSTALL WG/DHW MARQUEE INSTALL	03/22/2022 03/22/2022	22340207 PO-220542 22340208 PO-220542	2,186.00 1,705.00	Y Y
(209) 794-8185		Y ROBERT A. JONE				
015479 RAMIREZ, SONIA Q49514 GAFFNEY RD. CLARKSBURG, CA 95612	4.55	LUNCH MONEY REIMB	03/29/2022	22341575 TC-220405	4.55	N
( 0) - 0		N				
015480 RAMOS, DYNA 1989 PARK PL RIO VISTA, CA 94571	87.30	LUNCH MONEY REIMB	03/29/2022	22341576 TC-220404	87.30	N
( 0) - 0		N				
015481 RAMSEY, ASPEN 4398 BROADWAY CHASE RIO VISTA, CA 94571	5.55	LUNCH MONEY REIMB	03/29/2022	22341577 TC-220403	5.55	N
( 0) - 0		N				
010909 RAPP, TIM 8149 BRAMFIELD WAY SACRAMENTO, CA 95829	276.98	DHS GAS FOR SCHL VAN TRIP	03/29/2022	22341651 TC-220439	276.98	N
( ) -		N				
010134 READ NATURALLY INC 1284 CORPORATE CENTER DR. #600 SAINT PAUL, MN 55121	690.00	253099 BATES LICENSES	03/24/2022	22340704 PO-220690	690.00	N
(800) 788-4085		N				
015262 REEVES, JODIE 133 DELTA WAY	248.50	FEB MILEAGE	03/22/2022	22340255 TC-220349	248.50	N

RIO VISTA, CA 94571

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013993 REFRIGERATION SUPPLIES DISTRIBUTOR 26021 ATLANTIC OCEAN DRIVE LAKE FORREST, CA 92630  (916) 369-0203 N	156.54	63214660/63214658 MAINT SUPPLI	03/24/2022	22340723 PV-220619	156.54	N
015501 REYNA, ANA PO BOX 721 WALNUT GROVE, CA 95690  ( 0) - 0 N	8.55	LUNCH MONEY REIMB	03/29/2022	22341578 TC-220381	8.55	N
015276 REYNOLDS, DOUG 103 C STREET ISLETON, CA 95641  ( 0) - 0 N	15.60	LUNCH MONEY REIMB	03/01/2022	22336317 TC-220239	15.60	N
015341 RIO VISION PO BOX 89 RIO VISTA, CA 94571  ( 0) - 0 N	25.00	BOOTH REGISTR.	03/17/2022	22339519 PO-220752	25.00	N
000193 RIO VISTA ACE HARDWARE 506 STATE HIGHWAY 12 RIO VISTA, CA 94571  ( 0) - 0 N	469.23	270676 MAINT SUPPLIES	03/03/2022	22336813 PO-220110	469.23	N
000313 RIO VISTA CARE 125 SACRAMENTO STREET P.O. BOX 576 RIO VISTA, CA 94571  ( 0) - 0 N	5,000.00	DW COUNSELING SERV DW COUNSELING SERVICE	03/01/2022 03/01/2022	22336341 PO-220167 22336341 PO-220167	2,500.00 2,500.00	N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607	2,349.17	DO WASTE SERV DHW/RVHS WASTE SERV	03/10/2022 03/24/2022	22338258 PV-220570 22340720 PV-220616	127.62 2,221.55	N N
( 0) - 0						N
010048 RIVER DELTA REVOLVING FUND 445 MONTEZUMA ST RIO VISTA, CA 94571	5,200.00	4142 DW STAFF APPRECIATION	03/01/2022	22336348 PV-220559	5,200.00	N
( 0) - 0						N
014982 RIVERA-GARCIA, MARIA PO BOX 753 WALNUT GROVE, CA 95690	148.23	FEB MILEAGE	03/22/2022	22340256 TC-220350	148.23	N
(916) 270-5670						N
010670 RIVERVIEW-INTERNATIONAL TRUCKS 2445 EVERGREEN AVE P.O. BOX 716 WEST SACRAMENTO, CA 95691	205.17	61671 TRANS SUPPLIES	03/24/2022	22340722 PV-220618	205.17	7
( ) -						Y
015483 ROBLES, PATICIA 741 CHRISTENSEN WAY RIO VISTA, CA 94571	51.15	LUNCH MONEY REIMB	03/29/2022	22341579 TC-220402	51.15	N
( 0) - 0						N
014672 RODARTE DE MENA, LIZETH PO BOX 436 CLARKSBURG, CA 95612	2.07	STALEDATE 99306058	03/17/2022	22339533 TC-220339	2.07	N
( 0) - 0						N
013668 ROGERS, NICHOL	10.00	LUNCH MONEY REIMB	03/01/2022	22336318 TC-220240	10.00	N



9150 PLAZA PARK DR  
ELK GROVE, CA 95624

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012796 ROSSI, MARCY 128 N SECOND STREET RIO VISTA, CA 94571	59.36	RMS REIMB LUNCH MONEY REIMB	03/10/2022 03/29/2022	22338280 TC-220264 22341580 TC-220401	58.36 1.00	N N
( 0) - 0						N
015485 ROWLETT, TASHA 2987 RUBICON WAY WEST SACRAMENTO, CA 95691	29.25	LUNCH MONEY REIMB	03/29/2022	22341581 TC-220399	29.25	N
( 0) - 0						N
014640 RUIZ, ALEJANDRO PO BOX 184 WALNUT GROVE, CA 95690	391.66	QSS CONF REIMB	03/17/2022	22339534 TC-220340	391.66	N
( 0) - 0						N
015486 RUIZ, LYDIA 500 DEFLORES CIRCLE RIO VISTA, CA 94571	3.00	LUNCH MONEY REIMB	03/29/2022	22341582 TC-220398	3.00	N
( 0) - 0						N
014433 RYLAND CONSULTING 8334 PARUS WAY GRANITE BAY, CA 95746	175.00	3251 FINANCE PROF SERVICES	03/22/2022	22340223 PO-220082	175.00	N
(916) 652-7165						N
000095 S M U D P.O. BOX 15555 SACRAMENTO, CA 95852	11,274.26	WG, BATES ELECT	03/22/2022	22340224 PO-220292	11,274.26	N
( 0) - 0						N
000090 SACRAMENTO COUNTY UTILITIES 9700 GOETHE ROAD	1,389.27	WG/BATES WG SEWER	03/10/2022	22338262 PV-220575	1,389.27	N

SUITE C  
SACRAMENTO, CA 95827

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011124 SALDANA, JAMIE 811 MORGAN LANE RIO VISTA, CA 94571  (707) 280-7243 N	37.90	LUNCH MONEY REIMB	03/01/2022	22336319 TC-220241	37.90	N
015487 SALES, ANISSA 1155 HIGHLAND AVE CUYAHOGA FALLS, OH 44221  ( 0) - 0 N	59.55	LUNCH MONEY REIMB	03/29/2022	22341583 TC-220397	59.55	N
015488 SANDERS, RANDY 8801 AMBERJACK WAY SACRAMENTO, CA 95828  ( 0) - 0 N	30.05	LUNCH MONEY REIMB	03/29/2022	22341584 TC-220396	30.05	N
015489 SAVAGE, CHRISTY 3850 HENSHAW RD WEST SACRAMENTO, CA 95691  ( 0) - 0 N	16.40	LUNCH MONEY REIMB	03/29/2022	22341585 TC-220394	16.40	N
011160 SCHOOL HEALTH CORPORATION 5600 APOLLO DRIVE ROLLING MEADOWS, IL 60008  (800) 323-1305 N	1,464.73	4032438 NURSE SUPPLIES 4032428 BUS AIDE SUPPLIES 4032438-01 NURSE SUPPLIES	03/10/2022 03/10/2022 03/29/2022	22338247 PO-220723 22338235 PO-220724 22341633 PO-220723	901.15 125.25 438.33	N N N
002988 SCHOOL SERVICES OF CALIFORNIA PO BOX 516613 LOS ANGELES, CA 90051-0599  (916) 446-7517 N	275.00	W120958 CBO WORKSHOP	03/29/2022	22341627 PO-220687	275.00	N
003318 SCHOOL SPECIALTY INC W6316 DESIGN DRIVE	1,354.16	208129216207 WG SUPPLIES 308103942973 CMS SUPPLIES	03/10/2022 03/24/2022	22338263 PV-220577 22340710 PO-220185	560.28 311.93	N N

GREENVILLE, WI 54942

308103943548 DHS SUPPLIES  
308103748049 WG SUPPLIES

03/29/2022 22341634 PO-220221  
03/29/2022 22341644 PV-220633

98.07 N  
383.88 N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000316 SCHOOLS INSURANCE AUTHORITY P.O. BOX 276710 SACRAMENTO, CA 95827-6710	717.50	032022.15 EMP ASST PROGRAM 032022.15 EMP ASST PROGRAM	03/10/2022 03/10/2022	22338264 PV-220576 22338264 PV-220576	365.92 351.58	N N
( 0) - 0						N
013193 SCOE P.O. BOX 269003 10474 MATHER BLVD SACRAMENTO, CA 95826	6,850.00	221242 BATES AVID REG 221525 INFO SERV/DATA PROCESS	03/10/2022 03/24/2022	22338265 PV-220574 22340724 PV-220620	600.00 6,250.00	N N
( 0) - 0						N
015331 SEEBECK, JANELLE 36526 S. CENTER ST CLARKSBURG, CA 95612	31.80	LUNCH MONEY REIMB	03/01/2022	22336320 TC-220242	31.80	N
( 0) - 0						N
014074 SELPH, BONNIE 870 HILLSIDE TERRACE RIO VISTA, CA 94571	97.00	LUNCH MONEY REIMB	03/01/2022	22336321 TC-220243	97.00	N
(209) 986-6863						N
013891 SENTINEL FIRE EQUIPMENT CO INC 5702 BROADWAY SACRAMENTO, CA 95820	377.00	90488/90489 FIRE EXT CHECK	03/24/2022	22340725 PV-220621	377.00	N
(916) 455-5630						N
015491 SERGANIN, CHERIENA PO BOX 425 CLARKSBURG, CA 95612	1.25	LUNCH MONEY REIMB	03/29/2022	22341586 TC-220391	1.25	N
( 0) - 0						N
015220 SERVANIA, ROLLY	58.96	FEB MILEAGE	03/03/2022	22336819 TC-220254	58.96	N

PO BOX 9075  
PITTSBURG, CA 94565

(925) 698-7098

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015339 SHANNON, SHIRLEY 140 YOSEMITE RIO VISTA, CA 94571	1.25	LUNCH MONEY REIMB	03/01/2022	22336322 TC-220244	1.25	N
( 0) - 0						N
015484 SHOOK, SARAH 716 PAULA ST KENNEDALE, TX 76060	29.30	LUNCH MONEY REIMB	03/29/2022	22341587 TC-220400	29.30	N
( 0) - 0						N
000055 SIA DELTA DENTAL P.O. BOX 276710 SACRAMENTO, CA 95827-6710	4,651.13	MARCH 2022 PREMIUMS MARCH 2022 PREMIUMS	03/24/2022 03/24/2022	22340726 PV-220622 22340726 PV-220622	2,841.51 1,809.62	N N
( 0) - 0						N
000056 SIA VISION SERVICE P.O. BOX 276710 SACRAMENTO, CA 95827-6710	951.72	MARCH 2022 PREMIUMS MARCH 2022 PREMIUMS	03/24/2022 03/24/2022	22340727 PV-220623 22340727 PV-220623	403.76 547.96	N N
( 0) - 0						N
015429 SIGNAL VINE INC 811 N. ROYAL STREET ALEXANDRIA, VA 22314	6,500.00	4682 WIND RIVER SFTWR	03/24/2022	22340731 PV-220627	6,500.00	N
( 0) - 0						N
015333 SILVA, ALICIA PO BOX 95 ISLETON, CA 95641	1.25	LUNCH MONEY REIMB	03/01/2022	22336323 TC-220245	1.25	N
( 0) - 0						N
015460 SILVA, TERESA 40470 WIDGEON RD	105.35	LUNCH MONEY REIMB	03/29/2022	22341588 TC-220423	105.35	N



CLARKSBURG, CA 95612

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014477 SISNEROS, KELLE 920 MORGAN LANE RIO VISTA, CA 94571	203.35	LUNCH MONEY REIMB QSS CONF REIMB	03/01/2022 03/17/2022	22336324 TC-220246 22339535 TC-220341	43.35 160.00	N N
( 0) - 0						N
015492 SKEWES, RACHEL PO BOX 604 CLARKSBURG, CA 95612	101.05	LUNCH MONEY REIMB	03/29/2022	22341589 TC-220390	101.05	N
( 0) - 0						N
015504 SKINNER, MELANIE 3880 BALDWIN DRIVE PLACERVILLE, CA 95667	34.16	DHS MILEAGE	03/29/2022	22341652 TC-220440	34.16	N
( 0) - 0						N
015493 SLOSSER, CYNTHIA 3256 BROWNS ISLAND CT WEST SACRAMENTO, CA 95691	20.45	LUNCH MONEY REIMB	03/29/2022	22341590 TC-220389	20.45	N
( 0) - 0						N
012084 SODEXO INC & AFFILIATES PO BOX 360170 PITTSBURGH, PA 15251-6170	57,265.92	FEB MEALS FEB MEALS	03/29/2022 03/29/2022	22341636 PO-220489 22341636 PO-220489	47,483.67 9,782.25	N N
( 0) - 0						N
014358 SPARTAN TOOL 1506 W. DIVISION ST. MENDOTA, IL 61342  (815) 539-7411	408.82	47359 SNAKE CABLE	03/24/2022	22340728 PV-220624	408.82	N
(815) 539-7411						N
013858 SPURR 1850 GATEWAY BOULEVARD	14,653.28	DW GAS DW GAS	03/22/2022 03/22/2022	22340241 PV-220603 22340248 PV-220603	13,952.87 700.41	N N

CONCORD, CA 94520

(888) 400-2155

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014381 STARK, REBECCA 503 CALIFORNIA STREET RIO VISTA, CA 94571  (707) 374-7534	6.75	LUNCH MONEY REIMB	03/01/2022	22336325 TC-220247	6.75	N
003646 STATE OF CALIFORNIA 1300 I STREET SUITE 810 SACRAMENTO, CA 95814  ( 0) - 0	341.00	565616/559854 HR FINGERPRINTIN	03/10/2022	22338266 PV-220578	341.00	N
015495 STEELE, FRANCI 786 MITCHELL ST RIO VISTA, CA 94571  ( 0) - 0	1.00	LUNCH MONEY REIMB	03/29/2022	22341591 TC-220387	1.00	N
015334 STEINBERGER, MARIE 820 MORGAN LANE RIO VISTA, CA 94571  ( 0) - 0	10.00	LUNCH MONEY REIMB	03/01/2022	22336326 TC-220248	10.00	N
015335 STONE, JENNIFER 14915 ISLETON RD ISLETON, CA 95641  ( 0) - 0	119.80	LUNCH MONEY REIMB	03/01/2022	22336327 TC-220249	119.80	N
015336 STONE, STEPANIE 719 VIRGINIA DR. RIO VISTA, CA 94571  ( 0) - 0	11.20	LUNCH MONEY REIMB	03/01/2022	22336328 TC-220250	11.20	N
015497 STOVALL, MICHELLE	3.00	LUNCH MONEY REIMB	03/29/2022	22341592 TC-220386	3.00	N

1100 ROLLING GREEN DR  
RIO VISTA, CA 94571

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015496 STRICKLEY, KATHLEEN 1529 ALABAMA AVE WEST SACRAMENTO, CA 95691	60.70	LUNCH MONEY REIMB	03/29/2022	22341593 TC-220385	60.70	N
( 0) - 0						N
015345 STUNTMASTERS INC 1398 SOUTH HERON LANE GILBERT, AZ 85296	3,060.00	DH WHITE ASSEMBLY	03/10/2022	22338236 PO-220756	3,060.00	N
( 0) - 0						N
013795 SULLIVAN SUPPLY INC 5991 E. KETTLEMAN LANE LODI, CA 95240	1,561.75	RIV0098 DHS AG SUPPLIES RIV0098 DHS AG SUPPLIES	03/29/2022 03/29/2022	22341645 PV-220634 22341645 PV-220634	780.88 780.87	N N
(209) 367-5972						N
015498 SWENSON, DELAINA 38883 Z LINE RD CLARKSBURG, CA 95612	25.55	LUNCH MONEY REIMB	03/29/2022	22341594 TC-220384	25.55	N
( 0) - 0						N
014675 TALLEY, ELAINE 6 PARKSIDE DR DAVIS, CA 95616	618.75	2022.14 SP ED IEP SERV	03/10/2022	22338248 PO-220095	618.75	Y
(530) 304-0090						Y
015499 TAVARES, PAVAREE 4192 BANBURY PLACE BILLINGS, MT 59106	34.35	LUNCH MONEY REIMB	03/29/2022	22341595 TC-220383	34.35	N
( 0) - 0						N
015203 TAYLOR, DANIELLE 7530 WATSON WAY	1.40	STALEDATE 22304102	03/17/2022	22339537 TC-220342	1.40	N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015500 TEJADA, JACQUELINE PO BOX 461 COURTLAND, CA 95615	21.10	LUNCH MONEY REIMB	03/29/2022	22341596 TC-220382	21.10	N
( 0) - 0						N
015277 TEXTHELP INC 500 UNICORN PARK DRIVE WOBURN, MA 01801	145.00	55590 SP ED READ/WRITE	03/10/2022	22338237 PO-220733	145.00	N
( 0) - 0						N
015428 THE BASIX/LAWRENCE ROUSS PMB 115 SACRAMENTO, CA 95825	294.06	14177 DHS SUPPLIES	03/22/2022	22340242 PV-220604	294.06	N
(916) 486-1820						N
015212 THE HUMAN BEAN 1010 CA-12 RIO VISTA, CA 94571	300.00	#108 RVHS SUPPLIES #108 RVHS SUPPLIES	03/22/2022 03/22/2022	22340225 PO-220696 22340225 PO-220696	150.00 150.00	N N
( 0) - 0						N
015256 THOMPSON, SARAH 13215 RIVER RD. WALNUT GROVE, CA 95690	28.90	LUNCH MONEY REIMB	03/29/2022	22341597 TC-220380	28.90	N
( 0) - 0						N
015456 TONNESEN, GREG 3073 SHILOH RD SUISUN, CA 94585	91.35	LUNCH MONEY REIMB	03/29/2022	22341598 TC-220379	91.35	N
( 0) - 0						N
015455 TORRES, JENNIFER 684 RUBIER WAY	68.70	LUNCH MONEY REIMB	03/29/2022	22341599 TC-220378	68.70	N



RIO VISTA, CA 94571

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015454 TOSTADO, LETICIA 1920 BIRMINGHAM AVE WEST SACRAMENTO, CA 95691	5.25	LUNCH MONEY REIMB	03/29/2022	22341600 TC-220377	5.25	N
( 0) - 0						N
014873 TFX COMMUNICATIONS PO BOX 509013 SAN DIEGO, CA 92150-9013	3,281.92	DW LONG DIST PHONE	03/22/2022	22340243 PV-220605	3,281.92	N
(877) 487-2877						N
015453 TSAI, KIMBERLEE 3175 BOWEN ISLAND WEST SACRAMENTO, CA 95691	87.45	LUNCH MONEY REIMB	03/29/2022	22341601 TC-220376	87.45	N
( 0) - 0						N
015426 The People Painters 8361 Guanache Ct. Sacramento, CA 95829	925.00	SS-00089-001 RVHS SERV	03/17/2022	22339524 PV-220588	925.00	N
( 0) - 0						N
012694 U.S. BANK 221 SOUTH FIGUEROA ST, STE 210 LM-CA-F2TC LOS ANGELES, CA 90012	10,246.24	FEBRUARY 2022 GASB 75	03/01/2022	22336350 PV-220561	10,246.24	N
( 0) - 0						N
001896 UNITED PARCEL SERVICE INC 55 GLENLAKE PARKWAY NE ATLANTA, GA 30328	357.33	DO SHIPPING	03/01/2022	22336349 PV-220560	57.88	N
		DO SHIPPING	03/22/2022	22340244 PV-220606	140.81	N
		DO SHIPPING	03/24/2022	22340729 PV-220625	59.42	N
		DO SHIPPING	03/29/2022	22341646 PV-220635	99.22	N
( 0) - 0						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014541 UNIVERSITY OF THE PACIFIC OFFICE OF FINANCIAL AID 3601 PACIFIC AVE STOCKTON, CA 95211  (209) 946-2421 N	200.00	175 UOP SPRING JOB FAIR 2022	03/03/2022	22336804 PO-220735	200.00	N
013419 US BANK NATIONAL ASSOCIATION 1310 MADRID ST SUITE 101 MARSHALL, MN 56258  (800) 328-5371 N	1,513.44	467436614 WIND RIVER LEASE	03/24/2022	22340714 PO-220073	1,513.44	N
010907 VAN RIPER, CHARLES 673 4TH AVENUE STREET SACRAMENTO, CA 95818  ( 0) - 0 N	61.89	DHS AG REIMB DHS AG REIMB	03/29/2022 03/29/2022	22341653 TC-220441 22341653 TC-220441	30.94 30.95	N N
015452 VARNER, ROSEMARIE 2895 BANDALIN CT WEST SACRAMENTO, CA 95691  ( 0) - 0 N	36.30	LUNCH MONEY REIMB	03/29/2022	22341602 TC-220375	36.30	N
015451 VAUGHN, ANDREA 2 MARINA BLVD #11A3 PITTSBURG, CA 94565  ( 0) - 0 N	10.00	LUNCH MONEY REIMB	03/29/2022	22341603 TC-220374	10.00	N
012718 VELA, CHRISTINA PO BOX 214 COURTLAND, CA 95615  ( 0) - 0 N	50.31	TRANS MILEAGE	03/10/2022	22338281 TC-220265	50.31	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015268 VERA ZAZUETA, MITZI PO BOX 267 ISLETON, CA 95641  (707) 704-8819	23.10	FEB MILEAGE	03/22/2022	22340257 TC-220351	23.10	N
013997 VERIZON WIRELESS ONE VERIZON PLACE ALPHARETTA, GA 30004  ( ) -	8,135.85	DW CELLULAR ASP CELLULAR SP ED CELLULAR ASP CELLULAR SP ED CELLULAR DW CELLULAR HOTSPOTS	03/03/2022 03/03/2022 03/03/2022 03/24/2022 03/24/2022 03/24/2022 03/24/2022	22336814 PO-220290 22336814 PO-220290 22336814 PO-220290 22340711 PO-220290 22340711 PO-220290 22340711 PO-220290 22340711 PO-220290	1,342.94 62.68 15.66 62.88 15.66 1,899.96 4,736.07	7 7 7 7 7 7 7
015449 VIEIRA, KIMBERLY 138 N. 4TH ST RIO VISTA, CA 94571  ( 0) - 0	4.50	LUNCH MONEY REIMB	03/29/2022	22341604 TC-220372	4.50	N
015450 VIEIRA, RICHARD 1740 BEACH DR ISLETON, CA 95641  ( 0) - 0	1.95	LUNCH MONEY REIMB	03/29/2022	22341605 TC-220373	1.95	N
015447 VIRAMONTES, JILL 2625 BLACKER RD WEST SACRAMENTO, CA 95691  ( 0) - 0	8.38	LUNCH MONEY REIMB	03/29/2022	22341606 TC-220370	8.38	N
015446 WAGONER, JESSICA 1373 COLLINSVILLE RD BIRDS LANDING, CA 94512  ( 0) - 0	47.00	LUNCH MONEY REIMB	03/29/2022	22341607 TC-220369	47.00	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010906 WASTE MANAGEMENT OF WOODLAND P.O. BOX 78251 PHOENIX, AZ 85062-8251	1,728.59	DHS WASTE SERV DHS WASTE SERVICE	03/10/2022 03/22/2022	22338267 PV-220579 22340245 PV-220610	719.72 1,008.87	N N
( 0) - 0 000000000 N						
015445 WEATHERALL, TASCHA 1771 59TH AVENUE SACRAMENTO, CA 95822	1.90	LUNCH MONEY REIMB	03/29/2022	22341608 TC-220368	1.90	N
( 0) - 0 N						
015136 WEAVER, RICK 929 SAGE DRIVE VACAVILLE, CA 95687	2,175.00	503614 TRANS EVALS 503615 TRANS EVALS	03/10/2022 03/29/2022	22338249 PO-220131 22341635 PO-220131	1,575.00 600.00	Y Y
(707) 592-1633 Y RICHARD R WEAV						
015469 WEAVER, ROSA 127 SEQUOIA CT RIO VISTA, CA 94571	8.40	LUNCH MONEY REIMB	03/29/2022	22341609 TC-220414	8.40	N
( 0) - 0 N						
015444 WELDON, IRMA 1386 HIGHLAND DR. WEST SACRAMENTO, CA 95691	1.55	LUNCH MONEY REIMB	03/29/2022	22341610 TC-220367	1.55	N
( 0) - 0 N						
015443 WELLER, SUSIE PO BOX 178 ISLETON, CA 95641	4.00	LUNCH MONEY REIMB	03/29/2022	22341611 TC-220366	4.00	N
( 0) - 0 N						
012247 WELLS FARGO BANK WF 8113	900.00	2069764/2069763 AGENT FEES	03/10/2022	22338255 PV-220581	900.00	N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015228 WEST COAST BROADCAST SERV 2006 G STREET SACRAMENTO, CA 95811  (530) 554-0603                    Y   MICHAEL DASILV	29.91	RVH-006 RADIO RIO	03/10/2022	22338271 PV-220582	29.91	Y
015441 WHITE, GLORIA 52839 CLARKSBURG RD CLARKSBURG, CA 95612  ( 0) - 0                            N	4.95	LUNCH MONEY REIMB	03/29/2022	22341612 TC-220364	4.95	N
015442 WHITE, LISETTE 45 TAHOE RIO VISTA, CA 94571  ( 0) - 0                            N	1.20	LUNCH MONEY REIMB	03/29/2022	22341613 TC-220365	1.20	N
000490 WILCO SUPPLY 1973 DAVID ST SAN LEANDRO, CA 94577  (800) 745-5450                    N	496.21	9722270.00 MAINT SUPPLIES	03/01/2022	22336342 PO-220129	496.21	N
012528 WILLIAMS SCOTSMAN INC 901 SOUTH BOND ST. #600 BALTIMORE, MD 21231  (800) 782-1500                    N	5,153.32	DHW MODULAR LEASE RMS MODULAR LEASE RVHS MODULAR LEASE	03/03/2022 03/03/2022 03/03/2022	22336817 PO-220208 22336817 PO-220208 22336817 PO-220208	1,288.33 2,576.66 1,288.33	N N N
015448 WILLIAMS, JEANETTE 412 S. 4TH ST RIO VISTA, CA 94571  ( 0) - 0                            N	16.25	LUNCH MONEY REIMB	03/29/2022	22341614 TC-220371	16.25	N
015440 WILLIAMS, LEIA 6505 BARWICK CT.	4.75	LUNCH MONEY REIMB	03/29/2022	22341615 TC-220363	4.75	N

WHITSETT, NC 27377

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015439 WILLIMAS, JENNIFER 457 GORDON ST. RIO VISTA, CA 94571	42.05	LUNCH MONEY REIMB	03/29/2022	22341616 TC-220362	42.05	N
( 0) - 0						N
014450 WIZIX 4777 BENNETT DRIVE SUITE D LIVERMORE, CA 94551	773.27	262469 WG PRINT CHRGS 262691/262690 DO PRINT CHRGS 259737 BATES PRINT CHRGS 264277 F5 PRINT CHARGES 263775 DO PRINT CHARGES	03/22/2022 03/22/2022 03/22/2022 03/24/2022 03/24/2022	22340226 PO-220086 22340246 PV-220607 22340246 PV-220608 22340712 PO-220040 22340730 PV-220626	19.50 403.80 213.21 126.61 10.15	N N N N N
(916) 913-6191		N WIZIX TECHNOLO				
015438 WOODRING, BECKY 1916 SHERWOOD CT FAIRFIELD, CA 94533	40.00	LUNCH MONEY REIMB	03/29/2022	22341617 TC-220361	40.00	N
( 0) - 0						N
003308 WRIGHT, KATHERINE 400 SOUTH FRONT STREET RIO VISTA, CA 94571	2.00	LUNCH MONEY REIMB	03/01/2022	22336330 TC-220252	2.00	N
( 0) - 0						N
015437 WYER, HILARY 8907 E. PLANA AVE MESA, AZ 85212	35.10	LUNCH MONEY REIMB	03/29/2022	22341618 TC-220360	35.10	N
( 0) - 0						N
015436 YBANEZ, RAUL 639 STEWART WAY RIO VISTA, CA 94571	110.20	LUNCH MONEY REIMB	03/29/2022	22341619 TC-220359	110.20	N
( 0) - 0						N
015435 YERVES, JESSIKA 220 YOSEMITE DR	4.10	LUNCH MONEY REIMB	03/29/2022	22341620 TC-220358	4.10	N

RIO VISTA, CA 94571

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015340 YESCO 4119 S MARKET COURT #10 SACRAMENTO, CA 95834  (916) 419-8101	10,266.50	30349 FBLL STADIUM LTING RPR	03/01/2022	22336351 PV-220562	10,266.50	N
		N YOUNG ELECTRIC				
000386 YOLO COUNTY ENVIRONMENTAL HEAL 292 W. BEAMER STREET WOODLAND, CA 95695  (530) 666-8646	174.00	112977 WATER SYSTEM PERMITS	03/22/2022	22340247 PV-220609	174.00	N
		N				
015434 YOON, CHRISTINE 1679 GRANT CT WEST SACRAMENTO, CA 95691  ( 0) - 0	7.15	LUNCH MONEY REIMB	03/29/2022	22341621 TC-220357	7.15	N
		N				
015375 YORK, STEPHANIE 841 W. BRANNAN ISLAND RD.#31 ISLETON, CA 95641  ( 0) - 0	6.15	LUNCH MONEY REIMB	03/15/2022	22339023 TC-220331	6.15	N
		N				
015433 YOUNG, SARA 275 YOSEMITE DR RIO VISTA, CA 94571  ( 0) - 0	19.50	LUNCH MONEY REIMB	03/29/2022	22341622 TC-220356	19.50	N
		N				
015431 ZEPEDA, GABRIELA 14001 LEARY RD WALNUT GROVE, CA 95690  ( 0) - 0	5.20	LUNCH MONEY REIMB	03/29/2022	22341624 TC-220354	5.20	N
		N				
District total:	801,387.30					
Report total:	801,387.30					

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: March

Attachments: X

From: Maria Elena Becerra, Principal Bates Elementary

Item Number: 10.4

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

**SUBJECT:**

Request to Approve a submission for the Dual Language Immersion Grant to the California Department of Education to support the current Dual Language Immersion (DLI) program at Bates Elementary School.

**BACKGROUND:**

The California Department of Education (CDE) has invited schools, school districts, and county office of education to apply for grant to expand or establish dual language immersion programs DLI, also know as two-way immersion programs. The DLI Grant was established by Assembly Bill 130, Chapter 44, Section 158 of the Statutes of 2021. The total grant budget for this request for application is \$10,000,000, to be distributed as a minimum of 25 grants of up to \$380,000 each. Grantees establishing a new DLI program will receive an additional \$20,000 in grant funds. Grants will be distributed over the three-year period.

**STATUS:**

Bates Elementary is currently in the first year of implementation for the DLI program. The goal for this grant funding is to provide additional resources, professional development, development of curriculum and instructional materials as well as family and student outreach. This will allow Bates Elementary to continue to recruit new students and families to our school.

**PRESENTER:**

Maria Elena Becerra, Principal Bates Elementary School

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Nicole Latimer, Chief of Educational Services

**COST AND FUNDING SOURCES:**

Not Applicable

**RECOMMENDATION:**

That the Board approves the submission of the Dual Language Immersion Grant.

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: April 12, 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 Independent Contract for Services Agreement with April Seto of Seto Educational Support Services for the 2021-2022 School Year.

**BACKGROUND:**

Seto Educational Support has provided psychological therapy services and assessments for our district students for the past few years. Educational Services would like to continue to have Seto provide psychological therapy services and assessments in River Delta Unified School District (RDUSD) in the event that our RDUSD psychologists are unable to provide the necessary services and assessments.

**STATUS:**

This is a renewal contract. The 2019-2020 contract was \$5,000. We did not have a renewed contract in the 2020-2021 school year. The 2021-2022 contract is not to exceed \$5,000.

**PRESENTER:** Nicole Latimer, Chief Educational Services Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:**

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

**RECOMMENDATION:**

That the Board approve the Independent Contract for Services Agreement with Seto Educational Support Services for the 2021-2022 school year at a cost not to exceed \$5,000.

Time allocated: 2 minutes



# RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street  
Rio Vista, California 94571-1651  
(707) 374-1700 Fax (707) 374-2995  
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 Seto Educational Services, hereinafter referred to as "CONSULTANT."

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

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

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

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

To provide psychological services and assessments for district students.

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

\$ \_\_\_ per \_\_\_ day \_\_\_ week \_\_\_ month \_\_\_ year or per \_\_\_ hour \_\_\_

OR

\$125.00 per hour for assessments.

\$150.00 per hour for Independent Individual Evaluations (IEE).

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

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

*Creating Excellence To Ensure That All Students Learn*

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

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

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

**CONTRACTOR/CONSULTANT:**

**RIVER DELTA UNIFIED SCHOOL DISTRICT:**

Printed/Typed Name \_\_\_\_\_ Date \_\_\_\_\_

Requested By \_\_\_\_\_ Date \_\_\_\_\_

Social Security Number/Federal Tax ID Number \_\_\_\_\_

Approval Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Budget Code (Name & Coding) \_\_\_\_\_

Contact Phone and Email \_\_\_\_\_

Board of Trustees Action \_\_\_\_\_ Date \_\_\_\_\_

Signature (Contractor/Consultant Authorized Representative)

**Consultant must answer the two questions below:**

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

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



# RIVER DELTA UNIFIED SCHOOL DISTRICT

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

## HOLD HARMLESS & INDEMNIFICATION AGREEMENT

Seto Educational Services

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  
Clarksburg Middle

Isleton School  
Riverview Middle  
River Delta High/Elementary School

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

Delta High School  
Rio Vista High School

Wind River School  
Mokelumne High School





# RIVER DELTA UNIFIED SCHOOL DISTRICT

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

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

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

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

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

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

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

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

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

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

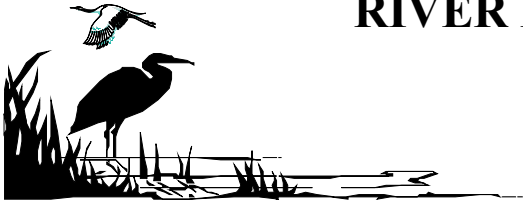
\_\_\_\_\_  
Kathy Wright, Superintendent

\_\_\_\_\_  
Date

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

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



# RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street  
Rio Vista, California 94571-1651  
(707) 374-1700 Fax (707) 374-2995  
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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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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  
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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: April 12, 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 Services Agreement with Michael's Transportation Service, Inc. for the 2021-2022 school year and for the Migrant Education Summer School Program, at a cost not to exceed \$65,000.

**BACKGROUND:**

Each year the Regional Migrant Education Program, in collaboration with the River Delta Unified School District, create the Migrant Education District Service Agreement (DSA), providing RDUSD with an agreed upon budget for services to be provided to eligible Migrant Education students. As a result of continued transportation staffing difficulties, leading to limited student transportation, Migrant Education has agreed to amend the DSA to support utilizing funds for temporary drivers through a driver staffing service. The bus services will be utilized for Migrant students only and will be in addition to the current district transportation offerings.

**STATUS:**

The proposed services will be utilized for the remainder of the 2021-2022 regular school year and continue through Migrant Education Summer School, June 8, 2022-July 6, 2022.

**PRESENTER:** Nicole Latimer, Chief Educational Services Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:** No cost to the district-all services provided are 100% funded through Migrant Education.

**RECOMMENDATION:**

That the Board approve the Services Agreement with Michael's Transportation Service, Inc. for the 2021-2022 school year and the Migrant Education Summer Program.

Time allocated: 2 minutes



# Michael's Transportation Service, Inc.

140 Yolano Dr. | Vallejo, CA 94589 | Tel: (707) 643-2099 | Fax: (707) 643-1906

## Agreement for Driver Staffing Services

This "Agreement" to provide Temporary Staffing Services is entered into by and between Michael's Transportation Service, Inc. ("MTS") and RIVER DELTA UNIFIED SCHOOL DISTRICT, each of which may also be referred to individually as a "Party," or collectively as the "Parties."

Whereas, MTS is a full service transportation provider, also offering Temporary Staffing services to employers in need of trained and licensed **School Bus/SPAB** or Class B drivers with Passenger Endorsements certificates; and

Whereas **RIVER DELTA SCHOOL DISTRICT** is an employer of **School Bus/SPAB** and/or Class B CDL certified drivers, and periodically requires additional drivers to fill temporary employment openings; and

Whereas, MTS agrees to provide qualified candidates to **RIVER DELTA UNIFIED SCHOOL DISTRICT** in order to fill their temporary job vacancies for **School Bus/SPAB** or Class B CDL certified Class B CDL drivers; and

Whereas, both parties agree that the operation of **RIVER DELTA UNIFIED SCHOOL DISTRICT** vehicles by the temporary drivers is not a joint venture, and no joint venture has been entered into; and

Whereas, **RIVER DELTA UNIFIED SCHOOL DISTRICT** agrees to compensate MTS as set forth in this Agreement, for providing temporary driver employee(s), during the period beginning on or about **2/27/2022 to 6/17/2022** and or ending when **either party decides to terminate**.

Now, therefore, in consideration for the mutual promises and covenants set forth herein, and intending to be legally bound, the Parties hereto agree as follows:

### MTS agrees to:

1. Have a minimum of 1 temporary driver available for RIVER DELTA UNIFIED SCHOOL DISTRICT, provided drivers are available. (See also paragraph 1 in Employer section, below, in the event that 24 hours' notice is not provided and a temporary driver is available.)
2. Make additional temporary drivers available to RIVER DELTA UNIFIED SCHOOL



# Michael's Transportation Service, Inc.

140 Yolano Dr. | Vallejo, CA 94589 | Tel: (707) 643-2099 | Fax: (707) 643-1906

DISTRICT based upon availability, or under the terms set forth at Paragraph 1, above and below.

3. Be responsible for the payment of all payroll wages, payroll taxes and worker's compensation, social security taxes and medical benefits, as applicable, for each temporary driver provided to RIVER DELTA UNIFIED SCHOOL DISTRICT, and indemnify and defend RIVER DELTA UNIFIED SCHOOL DISTRICT from any payroll related claims arising therefrom, including but not limited to wage and hour claims.
4. Establish and maintain **pre-employment drug testing**, pull notice, and random drug testing records of temporary driver employee(s) during the period of employment each works with RIVER DELTA UNIFIED SCHOOL DISTRICT. This information will be made readily available to RIVER DELTA UNIFIED SCHOOL DISTRICT for purposes of adding the temporary driver(s) to RIVER DELTA UNIFIED SCHOOL DISTRICT insurance policy/policies or other purposes as deemed necessary to determine the acceptability of any temporary driver provided by MTS.

## RIVER DELTA UNIFIED SCHOOL DISTRICT agrees to:

1. Accept a minimum of 1 temporary **Class B SCHOOL BUS/SPAB Certified Driver**, or additional drivers as agreed upon by the Parties, as requested from **RIVER DELTA UNIFIED SCHOOL DISTRICT** and that are available from MTS. **RIVER DELTA UNIFIED SCHOOL DISTRICT** agrees to pay a rush fee of \$50 for each driver provided by MTS when requests are made within 24 hours and the drivers are available.
2. **Pay MTS an hourly pay rate of \$65.00 For SPAB or SCHOOL BUS Drivers**, with a minimum of 8 hours on duty per day
3. **Any hours over 40 hours within a work week (5 days consecutive) will be billed at \$75.00** per hour with a minimum of 8 hours on duty.
4. **Any hours on sixth day and seventh day consecutive within a work week (Monday to Sunday)** will be billed at \$75.00 per hour for **Class B SCHOOL BUS/SPAB Certified Drivers** with a minimum of 8 hours on duty  
*If assignment requires hotel accommodations, RIVER DELTA UNIFIED SCHOOL DISTRICT will be responsible for confirming and paying for hotel. A hotel confirmation is needed in advance and will be conveyed to MTS; plus a \$25.00 per diem, per driver, per day for each overnight stay*



# Michael's Transportation Service, Inc.

140 Yolano Dr. | Vallejo, CA 94589 | Tel: (707) 643-2099 | Fax: (707) 643-1906

- a) *If assignment is overnight (due to legal hours compliance or distance), RIVER DELTA UNIFIED SCHOOL DISTRICT will pay \$65.00 per hour for a School Bus/SPAB Certified Driver or Class B driver Certified Driver with a minimum of 12 hours on duty, per overnight, per driver.*
- b) *Should assignment exceed 8 hours total on duty/driving time, MTS will bill at time in to time out at RIVER DELTA UNIFIED SCHOOL DISTRICT's yard less 1 hour for lunch.*

3. Pay MTS a **Daily Commute Fee rate of \$20.00 per day, per driver**, when applicable (**for drivers dispatched from Sacramento, Vallejo and Watsonville**).
4. Pay MTS a **one-time** Proficiency Training/Route Dry Run Fee rate of \$35.00 per hour, per driver. (Required by law.)
5. Pay MTS a driver cancellation fee of 50% if notification is given less than 24 hours in advance of the spot time, or if driver shows up, but is not needed for any reason. (Rate will be determined based upon an 8 hour minimum schedule.)
6. Acknowledges that rates are subject to change, in writing, at any time for jobs that are not set up.
7. **RIVER DELTA UNIFIED SCHOOL DISTRICT** will provide any temporary driver with all legally required **rest breaks** and a **lunch break** not to exceed the total of one (1) hour in addition to required **rest breaks**, in keeping with applicable laws, and not to include any such lunch break in its timekeeping records as compensable time. **RIVER DELTA UNIFIED SCHOOL DISTRICT** must advise MTS in writing if any temporary driver(s) do not take **rest breaks** or lunch.
8. Add temporary employee and MTS as an additional insured to **RIVER DELTA UNIFIED SCHOOL DISTRICT** vehicle policy, limited to RIVER DELTA UNIFIED SCHOOL DISTRICT exposure only while operating RIVER DELTA UNIFIED SCHOOL DISTRICT vehicles.
9. Provide MTS with copy of Certificate of Insurance.
10. Verify and sign each temporary driver's weekly timesheet at the end of each shift to ensure proper payment of wages for the temporary driver(s), when applicable. In order to ensure





# Michael's Transportation Service, Inc.

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accurate billing, **RIVER DELTA UNIFIED SCHOOL DISTRICT** will provide every Monday for the previous week's work, a time sheet(s) verifying all temporary driver's work time and fax to 707-643-1906 - Attention - Temp Driver Billing or scan and email document(s) to: [info@bustranportation.com](mailto:info@bustranportation.com) The Dispatch phone number for Vallejo is 707.643.2099/Sacramento 916.929.8833/Watsonville/831.786.0246

11. Treat temporary driver in similar manner as all other such driver employees, including but not limited to DOT limits of hours worked, and ensuring compliance with all labor code statutes **regarding** employees' right to have a work place free from discrimination, harassment and workplace violence. All other statutes are the responsibility of MTS as employer.

12. Report any personnel issues, accidents, or other disciplinary actions to MTS designee immediately.

13. Make **NO** offer of direct employment to temporary employee(s) without first contacting and gaining prior approval and authorization of MTS' designee during or within 365 days of termination of temporary employee's assignment to **RIVER DELTA UNIFIED SCHOOL DISTRICT**. If **RIVER DELTA UNIFIED SCHOOL DISTRICT** hires any such temporary employee, instructors and/or maintenance personnel, associated with this contract, who has performed paid services under this contract, within 365 days of the termination of that temporary employee's assignment, **RIVER DELTA UNIFIED SCHOOL DISTRICT** will owe and pay MTS **\$45,000.00** (per incident).

14. **RIVER DELTA UNIFIED SCHOOL DISTRICT** acknowledges and agrees that, due to the nature of the transportation industry, there may be occasional interruptions of services requiring the immediate return of the temporary driver to MTS. In the event such a scheduling conflict should arise, **RIVER DELTA UNIFIED SCHOOL DISTRICT** agrees to "release" the temporary employee to MTS immediately. MTS will make a "good faith" effort to replace the temporary driver with another temporary driver as soon as possible.

15. Acknowledge and agree that, the operation of **RIVER DELTA UNIFIED SCHOOL DISTRICT** vehicles by the temporary drivers is not a joint venture, and that no joint venture has been entered into.

16. **RIVER DELTA UNIFIED SCHOOL DISTRICT** recognizes all invoices as due and payable upon receipt.

17. **RIVER DELTA UNIFIED SCHOOL DISTRICT** agrees to contact Temp Driver Staffing Lead to request/schedule temporary driver(s) and not the driver(s) directly. MTS



# Michael's Transportation Service, Inc.

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140 Yolano Dr. | Vallejo, CA 94589 | Tel: (707) 643-2099 | Fax: (707) 643-1906

Drivers are also scheduled for trips and routes for MTS and there may be scheduling conflicts unbeknownst to RIVER DELTA UNIFIED SCHOOL DISTRICT.



# Michael's Transportation Service, Inc.

140 Yolano Dr. | Vallejo, CA 94589 | Tel: (707) 643-2099 | Fax: (707) 643-1906

## Billing Breakdown:

QTY	Item	Other Fees	Rate/Hour per Driver	Minimum Note: See Section “ RIVER DELTA UNIFIED SCHOOL DISTRICT Agrees to” – Page 2 Sec 2	Total per Day
1	School Bus /SPAB Driver		\$65.00	8	\$520.00
1	School Bus/SPAB Driver over 40 hours weekly	Billed at 65.00 “per hour” on same day	\$75.00	8	TBD
1	School Bus/SPAB Driver on 6 <sup>th</sup> and 7 <sup>th</sup> day consecutive		\$75.00	8	TBD
1	Overnight School Bus/SPAB Driver		\$65.00	12	TBD
1	<b>Class A /Class B Driver</b>		N/A	N/A	N/A
1	Class A/Class B Driver over 40 hours/week		\$	TBD	TBD
1	Class A/Class B Driver on 6 <sup>th</sup> and 7 <sup>th</sup> day consecutive		\$	TBD	TBD
1	Overnight Class A/Class B Driver		\$	N/A	\$
1	Class A/ Class B w/VTT		\$	N/A	\$
1	<b>Proficiency all driver classifications</b>		<b>\$35.00</b>	<b>TBD</b>	<b>\$</b>
1	<b>Daily Commute Fee per Driver per Day</b>	<b>\$20.00</b>	N/A	<b>TBD based on no. of drivers x no. of days</b>	
1	Rush Fee	\$50.00	N/A	Applies if request is made within 24 hours’ notice given to MTS for a driver	
1	Hotel Fee			At RIVER DELTA UNIFIED SCHOOL DISTRICT’s expense	
1	Per Diem if overnight required	\$25.00/day		TBD based on number of drivers multiplied by number of days	



# Michael's Transportation Service, Inc.

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1	Driver cancellation fee 50% of base charge for driver			If less than 24 hours' notice or if driver reports to duty but is not needed
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# Michael's Transportation Service, Inc.

140 Yolano Dr. | Vallejo, CA 94589 | Tel: (707) 643-2099 | Fax: (707) 643-1906

## INDEMNIFICATION

The Parties hereto expressly acknowledge and agree that under the terms of this Agreement, MTS shall only provide temporary drivers to **RIVER DELTA UNIFIED SCHOOL DISTRICT**, and will not be supplying vehicles, equipment or transportation services. All temporary drivers provided to RIVER DELTA UNIFIED SCHOOL DISTRICT pursuant to the terms of this Agreement will thereafter be solely under the direction, control and supervision of RIVER DELTA UNIFIED SCHOOL DISTRICT management during all work shifts, and shall operate RIVER DELTA UNIFIED SCHOOL DISTRICT vehicles and equipment as instructed by management. As such, to the fullest extent allowed by law, and as a material inducement to MTS to enter into this Agreement, **RIVER DELTA UNIFIED SCHOOL DISTRICT** agrees to hold harmless and indemnify MTS, its Board of Directors, owners, shareholders, officers, agents, administrators, employees, insurers, predecessors, successors and assigns, from and against any and all losses, expenses, claims, demands, injuries, damages, obligations, liabilities, lawsuits, actions, causes of action, judgments, liens and costs, including reasonable attorneys' fees and costs, arising out of or in connection with, either directly or indirectly, any act or omission of MTS, its employees, subcontractors and/or agents, and specifically the MTS temporary drivers, in all matters related to the performance of any Services under this Agreement.

IN WITNESS WHEREOF, the Parties hereto acknowledge and agree to the terms and conditions contained herein and have executed this Agreement to Provide Temporary Staffing Services as of **2/27/2022**.

Michael's Transportation Service, Inc.

**RIVER DELTA UNIFIED SCHOOL DISTRICT**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



# Michael's Transportation Service, Inc.

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## **SUPPLEMENTAL QUESTIONNAIRE**

*To meet your driver need please answer the following questions so that we may satisfy the assignment.*

1. Billing Address:
2. Accounts Payable Contact ( Name | Phone | Email):
3. Reporting Address: (Where driver reports)
4. Dispatching/Operations Contact (Name | Phone | Email):
5. Vehicle Type (Year | Make | Model):
6. Air Brakes: YES / NO
7. Required Hours for Proficiency
8. General Time Frame for Assignment: Day, Week, Month, More?
9. Any Special Dress Code required?
10. How many hours from terminal to terminal?
11. Is there a Mid-Day Route?
12. Can you provide the Lefts and Rights?
13. Do you utilize Ambulatory or Non-Ambulatory Vehicles?
14. Do you have "Q-Straints" tie downs in your vehicles and or what type of restraints do you have?
15. Are there lifts or folding elevated ramps for your vehicles?

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: April 12, 2022

Attachments: \_\_\_\_\_

From: Christine Mabery, Principal Delta High School

Item Number: 10.7

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

**SUBJECT:**

Request to Approve an Overnight Field Trip for the FFA program to San Luis Obispo for the State Finals Horse Judging Competition, Delta High School.

**BACKGROUND:**

Overnight field trips were a common school activity before the COVID-19 pandemic hit in March 2020. RDUSD has gradually returned to school life and activities pre-pandemic apart from overnight field trips. Due to the mask mandate being lifted, the number of vaccinations for the state of California increasing daily, and the number of hospitalizations decreasing daily, the Delta High School FFA program is asking for a return to the approval of overnight field trips. Attendance at this conference is a career development event and will help develop FFA students' skills of teamwork and collaboration, reasoning, and problem-solving.

**STATUS:**

The FFA students at Delta High School have been participating in as many events that the CDPH guidelines have allowed during this school year. Two of the FFA events were not approved by site administration because they fell outside of those guidelines. Students were able to attend the state FFA conference in March but were unable to enjoy the full FFA experience as they drove back and forth from school and the conference site. Delta High School FFA students and teachers have enjoyed a bit of good luck as the traditional overnight field trips have been within driving distance this year; however that luck has run out. Cal Poly-San Luis Obispo is not within driving distance of Delta High School and therefore, our students will miss out on this career development event that they have been working on all year.

**PRESENTER:**

Christine Mabery, Principal, Delta High School

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

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

**COST AND FUNDING SOURCES:**

Site funds and Ag Incentive Grant

**RECOMMENDATION:**

That the Board approve this overnight field trip for the FFA program to San Luis Obispo for the State Finals Horse Judging Competition for Delta High School.

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: April 12, 2022

Attachments: \_\_\_\_\_

From: Katherine Wright, Superintendent

Item Number: 10.8

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

**SUBJECT:**

Donations

**Riverview Middle School - General Donations**

Blackbaud Giving Fund – PG & E - \$89.74

**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 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: April 12, 2022

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 11

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

**SUBJECT:**

Request to approve the Agreement with Dora Dome Law to Provide Legal Services Regarding Student Discipline and Other Legal Services not limited to the 2021-2022 School Year

**BACKGROUND:**

On occasions, the District requires the legal advice related to student discipline and other related legal services and must hire an attorney as its legal representative at meetings or to provide consulting services.

**STATUS:**

The District is looking to hire legal counsel to give advice regarding student discipline issues throughout the District.

**PRESENTER:**

Katherine Wright, Superintendent

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Staff

**COST AND FUNDING SOURCES:**

General Fund

**RECOMMENDATION:**

That the Board approves the Agreement with Dora Dome Law to provide legal services related to student discipline and other related legal services.

Time allocated: 2 minutes

Dora Dome Law  
5111 Telegraph Ave., #164  
Oakland, CA 94609  
[dora@doradomelaw.com](mailto:dora@doradomelaw.com)  
[www.Doradomelaw.com](http://www.Doradomelaw.com)  
(510) 301-6667

### **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into this 1<sup>st</sup> day of December, 2021, by and between the **RIVER DELTA UNIFIED SCHOOL DISTRICT, 445 Montezuma St, Rio Vista, CA 94571**, hereinafter referred to as District, and Dora J. Dome, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

District appoints Attorney to represent, advise, and counsel it from February 21, 2022, through and including June 30, 2022, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

For services other than training, District agrees to pay Attorney Three Hundred Twenty Five dollars (\$325) per hour and Two Hundred dollars (\$200) per hour for paralegals and/or law clerks, if it becomes cost-effective in Attorney's determination to use paralegal and/or law clerk support for discrete scopes of work. At times, it may be necessary for Attorney to consult and/or collaborate with specialized counsel. Such specialized counsel will be billed at \$325 per hour.

**Training services:** Attorney's training is provided for educational, legal compliance and loss-prevention purposes. The training is not itself intended to convey or constitute legal advice for particular issues or circumstances. Legal advice sought before or after the training is available at Attorney's standard hourly rates and contract terms. District agrees to pay Attorney's in person Half Day Training rate of Three Thousand dollars (\$3,000 - Three hours or less) and in person Full Day Training rate of Four Thousand - Five Hundred Dollars (\$4,500 - Three+ - Six hours), with a maximum of Sixty (60) participants, inclusive of travel costs and expenses. The maximum number of participants can be modified by

mutual agreement. At times, it may be necessary for Attorney to consult and/or collaborate with trainers with specialized expertise and to have said trainers co-present or present on behalf of Attorney. Such specialized training services will be billed at the Attorney's training rate.

Additionally, in light of Covid-19 and the potential implications for in person staff trainings, District agrees to pay Attorney's virtual (e.g. Zoom) Half Day Training rate of Two Thousand dollars (\$2,000 - Three hours or less) and virtual Full Day Training rate of Three Thousand - Five Hundred Dollars (\$3,500 - Three+ - Six hours).

**Online Training:** Attorney's online staff and student trainings are provided for educational, legal compliance and loss-prevention purposes. The trainings are not in themselves intended to convey or constitute legal advice for particular issues or circumstances. Legal advice sought before or after the training is available at Attorney's standard hourly rates and contract terms. District agrees to pay Attorney's Online Training rate of One Thousand dollars (\$1,000) per course for one year access for an unlimited number of participants.

**Books:** Attorney has authored numerous resource books for educators. These books are available on Amazon but may be purchased directly from Attorney in bulk at a discounted rate. The discounted rate will be negotiated by the parties based on the book and the quantity ordered.

Agreements for specific specialized projects or scopes of particular work may be made by mutual Agreement of the Parties for Attorney's legal and/or training services at other than the rates as set forth above.

Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour. In addition, reasonable travel time will be charged at Two Hundred dollars (\$200) per hour. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit.

District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying costs, express postage, and facsimile transmittals, and travel expenses such as reimbursement for mileage and tolls at standard rates. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or by emergency conditions which occasionally arise.

District further agrees to pay for major costs and expenses by paying third parties directly including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses,

consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, Attorney may pay for such costs and expenses and District shall advance costs and expenses to Attorney.

Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. District shall pay Attorney's statements within thirty (30) days after each statement's date.

It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

**Conflicts of Interest:** Because Attorney may represent other school and community college districts, county offices of education, joint powers authorities, SELPAs and other educational entities, conflicts of interest occasionally may arise in the course of Attorney's representation. Because Attorney does not represent many private entities or non-school public entities, Attorney will encounter fewer conflicts of interest than the District would encounter with law firms that represent those types of entities. If Attorney becomes aware of any potential or actual conflicts of interest, Attorney will inform the District of the conflict and comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

**Conflicts of interest in investigations:** If Attorney is retained to provide investigation services pursuant to the Uniform Complaint Procedures or otherwise, Attorney may be required to disclose the results of that investigation by operation of statute or district procedures. Such investigation results may be adverse to the district, may find that the district or district employees behaved improperly or may contain findings that may require the district to take certain actions or make changes. Because Attorney owes a duty of loyalty to current clients, if the district is currently a client of Attorney's at the same time that Attorney is carrying out an investigation, a potential or actual conflict of interest could arise. As a result, Attorney will require any current client that retains Attorney to conduct an investigation to execute a separate conflict waiver

District or Attorney may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.

**Disclosure: Attorney is affiliated with Epoch Education ("Epoch"), a company that provides education development services and trainings.**

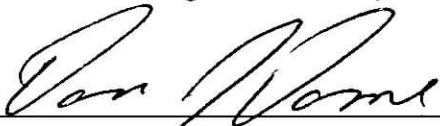
**Attorney does not offer legal services through Epoch, but clients may obtain certain of Attorney's online trainings through that company. From time to time Attorney may recommend Epoch's services and products to District for District's consideration. Attorney shall have no role in any decision by District whether to enter into a relationship with Epoch for any purpose. This disclosure is intended to comply with all applicable rules including Cal. Rules of Prof. Conduct Rules 1.7 and 1.8.1. If District has any questions or concerns about this at any time, it may contact Attorney.**

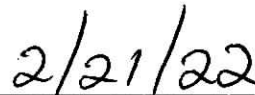
IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

**RIVER DELTA UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
Katherine Wright, Ed.D, Superintendent

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dora J. Dome, Attorney



\_\_\_\_\_  
Date

At its public meeting of \_\_\_\_\_, the Board approved this Agreement and approved Superintendent's execution of this Agreement.

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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: April 12, 2022

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 12.

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

**SUBJECT:**

Request to Approve the Food Service Management Contract Extension with Sodexo for FY 2022-2023.

**BACKGROUND:**

Under provisions of State and Federal law governing school food services, contracts for Management of Food Service Programs must be publicly bid at least every five years.

The Board approved the RFP prepared by staff based on guidance from California Department of Education, which issued its approval of the RFP in April 2019.

Public notices were published in the Sacramento Bee inviting interested parties to request copies of the RFP. District staff sent copies of the RFP to three firms known to be active in food services management for public school districts.

A mandatory tour of the district sites was held April 17, 2019. Three prospective vendors participated. Proposal deadline per the RFP was May 10, 2019.

**STATUS:**

The District awarded the Food Service Management Contract to Sodexo at the June 11, 2019 Board meeting to begin in FY 2019-2020. FY 2021-2022 will be in its fourth of the five-year eligibility. The District would like to exercise the third extension to Sodexo for Food Service Management.

**PRESENTER:**

Tammy Busch, Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT: N/A**

**COST AND FUNDING SOURCES:**

Fees to be paid from revenues received in the Cafeteria Fund for meals served.  
Possible contribution from General Fund may be required at year end.

**RECOMMENDATION:**

That the Board approves Sodexo as the Food Service Management Contractor for FY 2022-2023.

Time allocated: 5 minutes

**CONTRACT EXTENSION**

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 7 Pages

Renewal (Extension Number) <b>3</b>	Agreement Number (Base year) <b>FSMC 2019</b>
--	--

1. This Extension Agreement is entered into between the School Food Authority and Contractor named below:

**SCHOOL FOOD AUTHORITY'S NAME**  
River Delta Unified School District

---

**FOOD SERVICE MANAGEMENT COMPANY'S NAME**  
Sodexo America, LLC

---

2. Base year contract term: Effective date: **7/1/2019** Expiration date: **6/30/2020**

Extension year: Effective date: **7/1/2022** Expiration date: **6/30/2023**

---

3. The maximum dollar amount of this contract is equal to the fixed cost per meal multiplied by the number of meals:  
**\$565,535** (maximum dollar amount)

---

4. The parties mutually agree to this extension as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein: **(Note: This section is used to indicate the current cost per meal. Please include your cost per meal table.)**

- A. The parties have agreed to renew the Agreement for an additional one-year period pursuant to Section II. General Terms and Conditions A. Term of the Agreement. There are up to one [1] additional one-year renewal options available.
- B. The following "Cost Per Meal" table shall supersede and replace the current table contained in Exhibit B of the Agreement:

**COST PER MEAL**

<b>LINE ITEM</b>	<b>UNITS</b>	<b>RATE</b>	<b>TOTAL</b>
Breakfast	87,904	\$ 1.786	\$ 155,532
Lunch	147,715	\$ 2.003	\$ 295,873
Snacks	8,040	\$ 0.650	\$ 5,226
Seamless Summer Feeding Option	6,280	\$ 2.003	\$ 12,579
Child and Adult Care Food Program Supper	39,570	\$ 2.382	\$ 94,256
Non-Reimbursable Meals @ \$3.00 Meal Equivalent	1,033	\$ 2.003	\$ 2,069
<b>Total Meals, Rate &amp; Total</b>	<b>289,722</b>	<b>\$ 1.952</b>	<b>\$ 565,535</b>

**FOOD SERVICE MANAGEMENT COMPANY**

CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*

**Sodexo America, LLC**

BY *(Authorized Signature)*

DATE SIGNED *(Do not type)*



PRINTED NAME AND TITLE OF PERSON SIGNING

**Leslie Milinkovic, Senior Vice President**

ADDRESS

**9801 Washingtonian Blvd., Gaithersburg, MD 20878 Attn: Law Department**

**SCHOOL FOOD AUTHORITY**

SCHOOL FOOD AUTHORITY NAME

**River Delta Unified School District**

BY *(Authorized Signature)*

DATE SIGNED *(Do not type)*



PRINTED NAME AND TITLE OF PERSON SIGNING

**Tammy Busch, Chief Business Officer**

ADDRESS

**445 Montezuma Street, Rio Vista, CA 94571**



**Debarment, Suspension, and Other Responsibility Matters**

As required by Executive Order 12549, Debarment and Suspension, for prospective participants/Respondents in primary covered transactions:

- A. The Respondent certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
  
- B. Where the Respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Sodexo America, LLC

Contractor/Company Name

Award Number, Contract Number, or Project Name

Leslie M. Milinkovic, Vice President

Name(s) and Title(s) of Authorized Representatives



Signature(s)

02/01/2022

Date

**Attachment I: Certification Regarding Lobbying**

**The undersigned certifies, to the best of his or her knowledge and belief, that:**

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: Sodexo America, LLC


Street address: 9801 Washingtonian Blvd.

City, State, Zip: Gaithersburg, Maryland 20878

Leslie M. Milinkovic

CERTIFIED BY: (type or print)

TITLE: Vice President

  
(Signature)

02/01/2022

(Date)

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input checked="" type="checkbox"/> A a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Actions</b> <input checked="" type="checkbox"/> A/B a. bid/offer/application b. initial award c. post-award	<b>3. Report Types:</b> <input checked="" type="checkbox"/> A a. initial filing b. material change  <b>For Material Change Only:</b> Year _____ quarter _____ Date of last report _____
--	---	--

<b>4. Name and Address of Reporting Entity:</b> Sodexo Operations, LLC, on behalf of itself and all its subsidiaries. 9801 Washingtonian Blvd., Gaithersburg, Maryland 20878 <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and A</b>  Address of Prime: _____ Congressional District, if known: N/A
--	--

<b>6. Federal Department/Agency:</b> U.S. Congress, Department of Defense, White House, EPA, USDA, Department of Labor	<b>7. Federal Program Name/Description</b>  CFDA Number, if applicable: _____
--	---

<b>8. Federal Action Number, if known:</b> Unknown	<b>9. Award Amount, if known:</b> \$ _____ Unknown
---	--


<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI): Sodexo Operations, LLC, on behalf of itself and all its affiliates and subsidiaries. 9801 Washingtonian Blvd., Gaithersburg, Maryland 20878	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):  McGlockton, Joan R.
---	--

(attach Continuation Sheet(s) S F-LLL-A, if necessary)

<b>11. Amount of Payment</b> (check all that apply): <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment</b> (check all that apply): a. <input type="checkbox"/> retainer b. <input type="checkbox"/> one-time fee c. <input type="checkbox"/> commission d. <input type="checkbox"/> contingent fee e. <input type="checkbox"/> deferred f. <input checked="" type="checkbox"/> other, specify: <b>In House Government Affairs Department</b>
<b>12. Form of Payment</b> (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____	

<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment indicated on item 11:</b>  Sodexo has not conducted any lobbying activities related to this or any other federal contract. Lobbying activities focus on general issues being addressed by the federal government.
--

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>16. Information requested through this form is authorized by title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>
<b>Signature:</b>  <b>Print Name:</b> Leslie Milinkovic <b>Title:</b> Vice President <b>Telephone No.:</b> 425-213-4393 <b>Date:</b> 02-01-2022	

Federal Use Only:

Authorized for Local Reproduction Standard Form - LLL

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone *number*.

---

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information. Including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503



**For Release: Wednesday, January 12, 2022**

**22-49-SAN**

WESTERN INFORMATION OFFICE: San Francisco, Calif.

Technical information: (415) 625-2270 BLSinfoSF@bls.gov www.bls.gov/regions/west

Media contact: (415) 625-2270

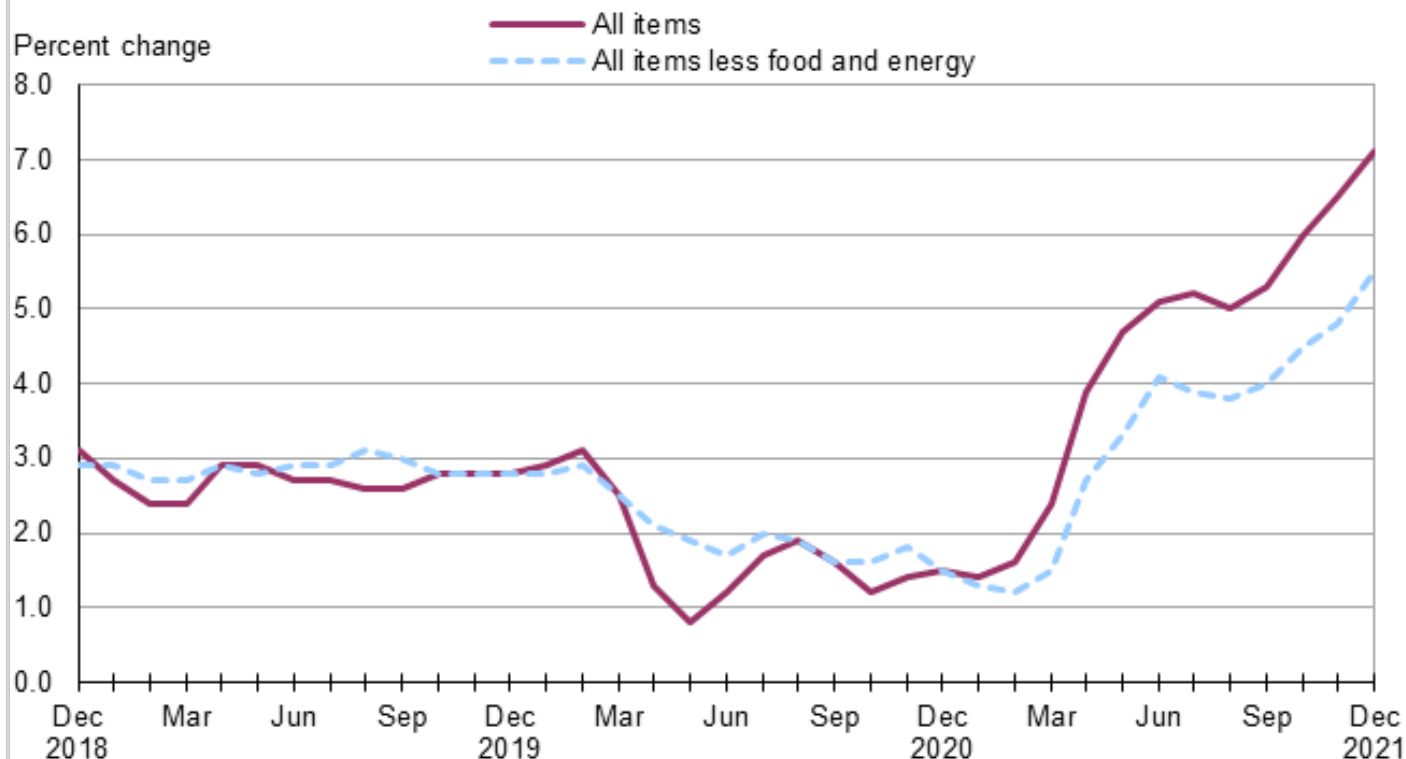
## Consumer Price Index, West Region — December 2021

**Area prices were up 0.4 percent over the past month, up 7.1 percent from a year ago**

Prices in the West Region, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), increased 0.4 percent in December, the U.S. Bureau of Labor Statistics reported today. (See [table A](#).) The December increase was influenced by higher prices for shelter, new and used motor vehicles, and household furnishings and operations. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U advanced 7.1 percent. (See [chart 1](#) and [table A](#).) Food prices increased 6.4 percent. Energy prices jumped 31.2 percent, largely the result of an increase in the price of gasoline. The index for all items less food and energy increased 5.5 percent over the year. (See [table 1](#).)

**Chart 1. Over-the-year percent change in CPI-U, West region, December 2018–December 2021**



Source: U.S. Bureau of Labor Statistics.

## Food

Food prices rose 0.4 percent for the month of December. (See [table 1.](#)) Prices for food at home crept up 0.2 percent. All sub-categories advanced 1.0 percent or less, except for prices for meats, poultry, fish, and eggs which declined 0.9 percent. Prices for food away from home advanced 0.5 percent for the same period.

Over the year, food prices increased 6.4 percent. Food at home advanced 7.1 percent. Prices ranged from no change for dairy and related products to a 14.3 percent increase for meats, poultry, fish, and eggs. Since a year ago, and prices for food away from home increased 5.5 percent.

## Energy

The energy index inched down 0.1 percent over the month. The decrease was mainly due to lower prices for gasoline (-0.3 percent). Prices for natural gas service declined 0.7 percent, but prices for electricity increased for the same period (0.5 percent).

Energy prices jumped 31.2 percent over the year, largely due to higher prices for gasoline (47.7 percent). Prices paid for natural gas service advanced 20.0 percent, and prices for electricity rose 9.4 percent during the past year.

## All items less food and energy

The index for all items less food and energy advanced 0.4 percent in December. Higher prices for new and used motor vehicles (1.8 percent), household furnishings and operations (1.8 percent), and shelter (0.5 percent) were partially offset by lower prices for apparel (-1.3 percent) and recreation (-0.6 percent).

Over the year, the index for all items less food and energy increased 5.5 percent. Components contributing to the increase included new and used motor vehicles (19.6 percent), household furnishings and operations (7.0 percent), and shelter (4.5 percent).

**Table A. West region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted**

Month	2017		2018		2019		2020		2021	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January.....	0.5	2.5	0.5	3.1	0.2	2.7	0.3	2.9	0.2	1.4
February.....	0.6	3.0	0.5	3.1	0.2	2.4	0.4	3.1	0.5	1.6
March.....	0.3	3.1	0.4	3.2	0.4	2.4	-0.2	2.5	0.7	2.4
April.....	0.3	2.9	0.4	3.2	0.8	2.9	-0.4	1.3	1.0	3.9
May.....	0.2	2.6	0.5	3.5	0.5	2.9	0.1	0.8	0.8	4.7
June.....	0.0	2.5	0.2	3.6	0.0	2.7	0.4	1.2	0.9	5.1
July.....	0.1	2.5	0.1	3.6	0.0	2.7	0.5	1.7	0.6	5.2
August.....	0.2	2.7	0.2	3.6	0.1	2.6	0.3	1.9	0.2	5.0
September.....	0.5	2.9	0.3	3.4	0.3	2.6	0.0	1.6	0.2	5.3
October.....	0.3	2.9	0.4	3.5	0.5	2.8	0.2	1.2	0.8	6.0
November.....	0.0	3.1	-0.2	3.3	-0.1	2.8	0.0	1.4	0.5	6.5
December.....	0.1	3.1	-0.2	3.1	-0.2	2.8	-0.1	1.5	0.4	7.1

**The January 2022 Consumer Price Index for the West Region is scheduled to be released on February 10, 2022.**

## **Coronavirus (COVID-19) Pandemic Impact on December 2021 Consumer Price Index Data**

Data collection by personal visit for the Consumer Price Index (CPI) program has been suspended almost entirely since March 16, 2020. When possible, data normally collected by personal visit were collected either online or by phone. Additionally, data collection in December was affected by the temporary closing or limited operations of certain types of establishments. These factors resulted in an increase in the number of prices considered temporarily unavailable and imputed.

While the CPI program attempted to collect as much data as possible, many indexes are based on smaller amounts of collected prices than usual, and a small number of indexes that are normally published were not published this month.

For each month from March 2020 to December 2021, BLS has published a summary of the impact of the pandemic on the Consumer Price Index news release and data. The impact summary for December is available at [www.bls.gov/covid19/consumer-price-index-covid19-impacts-december-2021.htm](http://www.bls.gov/covid19/consumer-price-index-covid19-impacts-december-2021.htm). Beginning with publication of January 2022 data in February 2022, this month-specific impact summary will be discontinued. However, information related to the impact of the pandemic will continue to be available at [www.bls.gov/covid19/effects-of-covid-19-pandemic-on-consumer-price-index.htm](http://www.bls.gov/covid19/effects-of-covid-19-pandemic-on-consumer-price-index.htm).

### **Technical Note**

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total U.S. population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers approximately 29 percent of the total U.S. population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date; for most of the CPI-U the reference base is 1982-84 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107. For further details see the CPI home page on the Internet at [www.bls.gov/cpi](http://www.bls.gov/cpi) and the CPI section of the BLS Handbook of Methods available on the internet at [www.bls.gov/opub/hom/cpi/](http://www.bls.gov/opub/hom/cpi/).


















































In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The West Region covered in this release is comprised of the following thirteen states: Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

























Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Federal Relay Service: (800) 877-8339.

**Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods West (1982-84=100 unless otherwise noted)**

Item and Group	Indexes				Percent change from-		
	Historical data	Oct. 2021	Nov. 2021	Dec. 2021	Dec. 2020	Oct. 2021	Nov. 2021
<b>Expenditure category</b>							
All Items.....		293.397	294.986	296.102	7.1	0.9	0.4
All items (December 1977=100).....		474.260	476.829	478.633			
Food and beverages .....		295.381	297.051	298.185	6.1	0.9	0.4
Food .....		296.297	298.117	299.237	6.4	1.0	0.4
Food at home .....		279.212	281.412	282.075	7.1	1.0	0.2
Cereals and bakery products .....		280.324	281.699	281.894	4.6	0.6	0.1
Meats, poultry, fish, and eggs.....		317.661	322.231	319.364	14.3	0.5	-0.9
Dairy and related products .....		249.035	246.994	249.507	0.0	0.2	1.0
Fruits and vegetables .....		357.199	360.627	363.171	5.0	1.7	0.7
Nonalcoholic beverages and beverage materials.....		198.908	199.121	199.135	5.5	0.1	0.0
Other food at home .....		231.812	234.472	236.401	7.4	2.0	0.8
Food away from home.....		318.338	319.627	321.369	5.5	1.0	0.5
Alcoholic beverages .....		280.104	279.885	281.170	3.1	0.4	0.5
Housing .....		321.344	322.805	324.675	5.2	1.0	0.6
Shelter .....		368.754	370.626	372.354	4.5	1.0	0.5
Rent of primary residence(1).....		390.734	392.999	394.665	3.4	1.0	0.4
Owners' equiv. rent of residences(1)(2).....		388.374	390.390	392.230	4.2	1.0	0.5
Owners' equiv. rent of primary residence(1)(2).....		388.255	390.255	392.075	4.1	1.0	0.5
Fuels and utilities.....		349.302	348.342	348.975	9.5	-0.1	0.2
Household energy .....		299.642	299.076	299.994	12.0	0.1	0.3
Energy services(1) .....		301.509	300.657	301.352	11.7	-0.1	0.2
Electricity(1).....		330.360	327.921	329.569	9.4	-0.2	0.5
Utility (piped) gas service(1).....		252.691	255.836	254.144	20.0	0.6	-0.7
Household furnishings and operations .....		144.246	145.239	147.843	7.0	2.5	1.8
Apparel .....		120.233	118.244	116.739	6.7	-2.9	-1.3
Transportation .....		249.555	253.907	256.142	21.0	2.6	0.9
Private transportation .....		249.813	253.876	256.169	22.3	2.5	0.9
New and used motor vehicles(3).....		120.070	121.912	124.076	19.6	3.3	1.8
New vehicles .....		163.336	164.674	166.822	10.1	2.1	1.3
New cars and trucks(3)(4).....		113.465	114.385	115.904	10.2	2.1	1.3
New cars(4).....		160.574		165.345	10.4	3.0	
Used cars and trucks.....		186.515	191.477	198.068	36.6	6.2	3.4
Motor fuel .....		323.637	332.424	331.282	47.7	2.4	-0.3
Gasoline (all types).....		322.622	331.224	330.078	47.7	2.3	-0.3
Gasoline, unleaded regular(4).....		319.375	328.015	326.757	48.8	2.3	-0.4
Gasoline, unleaded midgrade(4)(5).....		307.761	315.751	315.000	44.4	2.4	-0.2
Gasoline, unleaded premium(4).....		315.063	323.016	322.329	43.4	2.3	-0.2
Motor vehicle insurance(6).....		818.567	825.555	836.233	5.0	2.2	1.3
Medical Care .....		546.468	549.444	548.403	2.0	0.4	-0.2
Medical care commodities.....		417.921	422.701	424.650	0.9	1.6	0.5
Medical care services.....		586.240	588.643	586.660	2.3	0.1	-0.3
Professional services .....		379.051	379.950	379.608	4.1	0.1	-0.1
Recreation(3).....		122.423	122.099	121.371	4.1	-0.9	-0.6
Education and communication(3).....		142.045	141.856	141.473	0.1	-0.4	-0.3
Tuition, other school fees, and child care(6) ..		1,565.035	1,565.734	1,561.607	3.1	-0.2	-0.3
Other goods and services .....		483.228	483.489	486.793	5.5	0.7	0.7
<b>Commodity and Service Group</b>							
All Items.....		293.397	294.986	296.102	7.1	0.9	0.4

Note: See footnotes at end of table.

**Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods West (1982-84=100 unless otherwise noted) - Continued**

Item and Group	Indexes				Percent change from-		
	Historical data	Oct. 2021	Nov. 2021	Dec. 2021	Dec. 2020	Oct. 2021	Nov. 2021
Commodities .....		209.871	211.588	212.825	11.7	1.4	0.6
Commodities less food & beverages .....		167.274	168.924	170.139	15.8	1.7	0.7
Nondurables less food & beverages .....		215.434	216.992	216.638	16.7	0.6	-0.2
Nondurables less food, beverages, and apparel .....		282.201	286.188	286.615	19.9	1.6	0.1
Durables .....		122.463	124.016	126.074	14.8	2.9	1.7
Services .....		369.925	371.298	372.228	4.3	0.6	0.3
Rent of shelter(2) .....		392.847	394.857	396.705	4.6	1.0	0.5
Transportation services .....		317.998	321.457	320.436	5.3	0.8	-0.3
Other services .....		379.554	378.727	378.398	2.6	-0.3	-0.1
<b>Special aggregate indexes:</b>							
All items less medical care .....		281.786	283.311	284.514	7.5	1.0	0.4
All items less food .....		293.075	294.627	295.743	7.2	0.9	0.4
All items less shelter .....		263.812	265.290	266.166	8.5	0.9	0.3
Commodities less food .....		171.614	173.224	174.451	15.2	1.7	0.7
Nondurables .....		255.624	257.246	257.616	10.5	0.8	0.1
Nondurables less food .....		220.430	221.877	221.630	15.5	0.5	-0.1
Nondurables less food and apparel .....		281.599	285.135	285.653	17.9	1.4	0.2
Services less rent of shelter(2) .....		382.183	382.901	382.770	4.0	0.2	0.0
Services less medical care services .....		354.816	356.118	357.241	4.6	0.7	0.3
Energy .....		318.786	323.732	323.449	31.2	1.5	-0.1
All items less energy .....		294.146	295.520	296.741	5.6	0.9	0.4
All items less food and energy .....		294.588	295.887	297.129	5.5	0.9	0.4
Commodities less food and energy commodities .....		155.102	155.971	157.409	10.1	1.5	0.9
Energy commodities .....		329.472	338.473	337.504	47.3	2.4	-0.3
Services less energy services .....		375.333	376.837	377.785	4.0	0.7	0.3

Footnotes

(1) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.

(2) Indexes on a December 1982=100 base.

(3) Indexes on a December 1997=100 base.

(4) Special index based on a substantially smaller sample.

(5) Indexes on a December 1993=100 base.

(6) Indexes on a December 1977=100 base.

- Data not available

Regions defined as the four Census regions. West includes Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

NOTE: Index applies to a month as a whole, not to any specific date. Data not seasonally adjusted.

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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: April 12, 2022

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 13

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

**SUBJECT:**

Request to Approve the Quote from Datapath to provide a Multi-Factored Authentication (MFA) with a one-time cost in the amount of \$12,000 and the recurring annual cost in the amount of \$2,262.50.

**BACKGROUND:**

In ordering for the district to qualify and secure low cost CyberSecurity Insurance that is now required by SIA, the district needs to have Multi-Factored Authentication (MFA) as part of our protections against CyberSecurity. Datapath has provided a quote to migrate Office 365 to be cloud-based and provide the MFA for programs that have sensitive and private student and staff information.

**STATUS:**

The District has been working with Datapath on the security standards guidelines as provided by SIA to have required securities in place by July 1, 2022.

**PRESENTER:**

Tammy Busch, Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

N/A

**COST AND FUNDING SOURCES:**

General Fund will pay for the one-time and the recurring costs.

**RECOMMENDATION:**

That the Board approves the quote provided by Datapath for the one-time cost in the amount of \$12,000 and the recurring annual cost in the amount of \$2,262.50.

Time allocated: 5 minutes

QUOTE FOR

*River Delta USD - 365 migration and MFA setup*

Prepared by:

**Datapath**

Orion Potts  
 (209) 568-6227  
 opotts@mydatapath.com

Prepared for:

**River Delta USD**

445 Montezuma St.  
 Rio Vista, CA 94571  
 Tammy Busch  
 (707) 374-1700  
 tbusch@rdsd.org

Quote Information:

**Quote #: 019608**

Version: 1  
 Delivery Date: 03/01/2022  
 Expiration Date: 03/23/2022

Products

	Recurring	Qty	Ext. Recurring
Microsoft 365 A3 for faculty	\$5.75	250	\$1,437.50
Microsoft 365 A5 Security for faculty	\$3.30	250	\$825.00
<b>Recurring Subtotal:</b>			<b>\$2,262.50</b>

Services

	Price	Qty	Ext. Price
<b>Professional Services</b> <b><u>Phase 1 - Discovery, planning and prep</u></b> <ul style="list-style-type: none"> <li>Onsite review of client systems to gather and capture information about existing infrastructure</li> <li>Networking and naming services planning</li> <li>Determine required tasks for configuring network and DNS</li> <li>User Identity and Account Provisioning Planning</li> <li>Planning considerations to implement directory synchronization</li> <li>Exchange Online Planning, create Office 365 Tenant</li> <li>Develop migration strategy</li> <li>Identify mailbox size and item counts that will be migrated to Office 365</li> <li>Determine mail-enabled applications and plan for configuration</li> <li>Conduct bandwidth assessment to calculate migration velocity for mailbox data</li> </ul> <b><u>Phase 2 - Migration Prep</u></b> <ul style="list-style-type: none"> <li>Domain Verification and Office 365 Registration</li> <li>Assign licenses to users</li> <li>Create DNS records to configure domain name for use with Office 365 services</li> <li>Configure on-premises AD for directory synchronization</li> <li>Exchange Online Service Configuration for full hybrid</li> </ul>	\$12,000.00	1	\$12,000.00

**Services**

	Price	Qty	Ext. Price
<ul style="list-style-type: none"> <li>• Configure email coexistence with existing server and Exchange Online</li> <li>• Mailbox quotas and archival/retention policies</li> <li>• Configure client group policies and deployment settings</li> <li>• Migrate and synchronize mailbox data to Exchange Online using migration batches</li> <li>• Provide training materials related to mobile device setup and outlook</li> </ul>			
<p><b><u>Phase 3 - Migration and Cutover</u></b></p> <ul style="list-style-type: none"> <li>• Update DNS to point to Office 365</li> <li>• Configure Outlook Web Access and Exchange ActiveSync for mobile phones and devices where applicable</li> <li>• Create, test and validate GPOs</li> <li>• Verify all users able to send and receive email</li> <li>• Perform Post-migration service testing of Office 365 functionality</li> <li>• Enable MFA for all user accounts</li> <li>• Create conditional access policies in accordance with best practices</li> <li>• Provide quick-notes for end-users to setup MFA (users will be directed to self-enroll at next login).</li> <li>• Post Deployment Support; Documentation</li> </ul>			
<p><b><u>Phase 4 - Decommission Exchange Server</u></b></p> <ul style="list-style-type: none"> <li>• Remove the Service Connection Point (SCP) values on Exchange servers</li> <li>• Delete inbound and outbound connectors created by the Hybrid Configuration Wizard</li> <li>• Remove the organization relationship created by the Hybrid Configuration Wizard.</li> <li>• Disable OAuth if configured</li> <li>• Disable directory synchronization</li> <li>• Uninstall Exchange from server</li> <li>• Remove server from domain</li> <li>• Delete old exchange server from vmware environment</li> </ul>			
<p><b><u>Phase 5 - SIS Integration</u></b></p> <ul style="list-style-type: none"> <li>• Configure SAML SSO between Aeries and 365</li> <li>• Test authentication workflow and troubleshoot any issues</li> <li>• Document SSO configuration</li> </ul>			
<p><b><u>Phase 6 - Project Closure and Documentation</u></b></p> <ul style="list-style-type: none"> <li>• Project Closure meeting</li> </ul>			

## Services

	Price	Qty	Ext. Price
<ul style="list-style-type: none"> <li>Documentation of all services</li> </ul>			

**Subtotal: \$12,000.00**

## Quote Summary

	Amount
Services	\$12,000.00
<b>Total:</b>	<b>\$12,000.00</b>

## Recurring Summary

	Amount
Products	\$2,262.50
<b>Recurring Total:</b>	<b>\$2,262.50</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

### Terms of Service

By accepting this quote Customer is agreeing to the Datapath Terms of Service

Datapath's Terms of Service may be found at: [www.mydatapath.com/terms-of-service](http://www.mydatapath.com/terms-of-service)

# System Security Standards Guidelines for Cybe

**Multi-factor authentication - 100% implemented for:**

**Yes**

**No**

- Remote access
- Laptops
- Privileged access

**End-point protection, detection, and response product implemented across enterprise with 24/7/365 response**

**If Remote Desktop Protocol connections enabled, the following are implemented:**

- VPN access only
- MFA for access
- Network level authentication enabled
- Remote Desktop Protocol Honey pots

**Backups**

- 1 working copy, 1 offsite, disconnected not working, 1 onsite disconnected not working
- Tested at least twice a year
- Ability to bring up within 24-72 hours – less time for critical operations (4 hours)
- Protected with antivirus or monitored on a continuous basis
- Encryption

**Planning and Training:**

- Incident Response Plan
- Business Continuity Plan
- Social Engineering Training
- Phishing Training
- Training of account team staff on fraudulent transactions
- General cyber security training

**Critical & high severity patches installed within 30 or fewer days, optimally within 1-7 days**

**Plan or adequate measures in place to protect end of life software**

## Protecting your organization against ransom

**Minimum protection**

**Yes**

**No**



- Deploy and maintain a well configured and centrally managed End-Point Protection (EPP) solution: A robust EPP/anti-virus solution is a basic component of any security program.
- Email tagging: Tag emails from external senders to alert employees of emails originating from outside the organization.
- Email content and delivery: Enforce strict Sender Policy Framework (SPF) checks for all inbound email messages, verifying the validity of sending organizations. Filter all inbound messages for malicious content including executables, macro-enabled documents and links to malicious sites.
- Office 365 add-ons and configuration: Enable two-factor authentication (2FA) on Office 365 and use Office 365 Advanced Threat Protection.
- Macros: Disable macros from automatically running. Ideally disable them from running at all if your business does not need them.
- Patching: Conduct regular vulnerability scans and rapidly patch critical vulnerabilities across endpoints and servers – especially externally facing systems.
- Remote Access: Do not expose Remote Desktop Protocol (RDP) directly to the Internet. Use Remote Desktop Gateway (RDG) or secure RDP behind a multi-factor authentication-enabled VPN.
- Media usage controls: Put in place controls on the insertion and/or use of media which does not carry appropriate authentication/media identifiers.
- Well-defined and rehearsed incident response process: Helps mitigate losses and rapidly restore business operations after a ransomware attack.
- Back-up key systems and databases: Ensure regular back-ups which are verified and stored safely offline.
- Educate your users: Most attacks rely on users making mistakes, train your users to identify phishing emails with malicious links or attachments. Regular phishing exercises are a great way to do this.
- Firewalls: Use network and host-based firewalls with well considered rule-sets, for example, disallow inbound connections by default.

### **Stronger protection**

- Establish a secure baseline configuration: Malware relies on finding gaps to exploit. A baseline configuration for servers, end-points and network devices that conforms to technical standards such as Center for Internet Security (CIS) benchmarks can help plug those gaps.
- Filter web browsing traffic: Web filtering solutions will help prevent users from accessing malicious websites.
- Use of protective DNS: Helps deny access to known malicious domains on the Internet.

- Manage access effectively: Ransomware doesn't have to go viral in your organization. Put in place appropriate measures for general user and system access across the organization: privileged access for critical assets (servers, endpoints, applications, databases, etc.) and enforce multi-factor authentication (MFA) where appropriate (remote access/VPN, externally facing applications, etc.)
- Regular testing of back-ups: Reduces downtime and data loss in the case of restoring from back-ups after a ransomware attack.
- Disconnect back-ups from organization's network: Prevents backups from being accessed and encrypted by ransomware in case of a successful attack on an organization's main network.
- Separately stored, unique back-up credentials: Prevents bad actors from accessing and encrypting back-up data.

**Best protection**

**Yes**

**No**

- End-point detection and response (EDR) tools: EDR solutions monitor servers, laptops, desktops and managed mobile devices for signs of malicious or unusual user behavior/activity. These tools also enable near immediate response by trained security experts. When effectively deployed and monitored, EDR tools are one of the best defenses against ransomware and other malware attacks.
- Intelligent email evaluation: Automatically detonate and evaluate inbound attachments in a sandbox environment to determine if malicious prior to user delivery.
- Centralized log monitoring: Centralized collection and monitoring of logs, ideally using a Security Information and Event Management (SIEM) system, identifies threats which breach your internal defenses.
- Subscription to external threat intelligence services: Provides access to external services that can provide details of developing attacker tactics, techniques and procedures. They also provide access to databases of known bad websites, mail attachments, etc.
- Encrypted back-ups: Prevents use of back-up data by bad actors.
- Network segregation: control access and/or traffic flow within the network environment. A well-configured firewall rule set will ensure that only the required traffic can flow from one segment to another. Furthermore, segregate end of life/support systems/software as a priority.
- Web isolation: Use of a web-isolation and containment technology to create a secure Internet browsing experience for your users.
- Application permissions: Only permit applications trusted by your organization to run on devices.

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: April 12, 2022

Attachments: X

From: Ken Gaston, Director of MOT

Item Number: 14

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

**SUBJECT:**

Request approval from the board to purchase a 20CY Self-contained Compactor from American Trash Management for a total cost not to exceed \$63,869.64 including installation and taxes for Delta High School.

**BACKGROUND:**

Currently Delta High School has a trash compactor that is out of service. It's a 15-year-old compactor that is leaking hydraulic fluids in multiple locations and it would be a higher cost to fix then to purchase a new one. Since the compactor has been out of service the District has been renting a dumpster from Waste Management for trash services.

The trash compactor will help cut cost since it will minimize the volume and size of waste materials and will remove the rental dumpster.

**STATUS:**

The 20 Cubic Yard Self-contained Compactor needs board approval.

**PRESENTER:**

Ken Gaston, Director of Maintenance, Operations and Transportation

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:**

The funding for the 20CY Self-contained compactor will come out of the measure K funds.

**RECOMMENDATION:**

That the Board approves the purchase of the 20 cubic yard self-contained compactor to be located at Delta High School/Clarksburg Middle School.

Time allocated: 5 minutes



1900 Powell St  
 #220  
 Emeryville CA 94608  
 United States

# Quote

#QUO003661

3/6/2022

**Bill To**

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

**Ship To**

Delta High School  
 52810 Netherlands Rd.  
 Clarksburg CA 95612  
 United States

**TOTAL**

**\$63,869.64**

Expires: 6/6/2022

Expires	Sales Rep	Memo	Terms	Shipping Method
6/6/2022	Thao Vo	New compactor		Truck PPA

Qty	Item	Rate	Amount
-----	------	------	--------

1	<b>JV-SC-T2-20 w/Bayne Cart Dumper</b> 20CY Self-contained compactor 2CY 2CYL	\$49,995.00	\$49,995.00
---	--	-------------	-------------

- 20cy (JV-SC-20)
- Bayne Cart Dumper
- Floor Upgrade
- Enclosed Hopper
- Integral Controls, Dumper SC
- Hydraulic disconnects Plumbed to end of compactor
- Multicycle Operation
- Pressure Gauge-Mounted on Power Unit
- Hinged Breaker Bar Teeth
- Full Length Guide Channels
- Hydraulic/Electric Couplers at end of compactor
- Tri-Voltage (3 phase @ 10HP)
- Universal Understructure

1	<b>Install -- Compactor</b> Compactor installation - Non Union, Non Prevailing Wage Labor. Install compactors, test set to factory specifications and train on-site staff.	\$4,750.00	\$4,750.00
---	---	------------	------------

The following items are excluded from installation.

- Clearing the trash room of all debris and making sure there is clear forklift access to the trash room.
- Installation of 208V, 30A, 3 phase electrical supply for compactor power packs.

<b>Subtotal</b>	\$54,745.00
<b>Shipping Cost</b>	\$5,500.00
<b>Tax Total (%)</b>	\$3,624.64
<b>Total</b>	\$63,869.64

American Trash Management, Inc. 1900 Powell Street, Suite 220 Emeryville, CA 94608  
 Phone: 800.488.7274 Fax 415.292.5410





1900 Powell St  
#220  
Emeryville CA 94608  
United States

# Quote

#QUO003661

3/6/2022

PO #: \_\_\_\_\_ Customer Name & Signature: \_\_\_\_\_

Date: \_\_\_\_\_

American Trash Management, Inc. 1900 Powell Street, Suite 220 Emeryville, CA 94608  
Phone: 800.488.7274 Fax 415.292.5410



QUO003661

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: April 12, 2022

Attachments: X

From: Ken Gaston, Director of MOT

Item Number: 15

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

**SUBJECT:**

Request to Approve the Purchase a 2022 Innovative 7' X 14' Dump Trailer from D2 Trailer Sales at a cost not to exceed \$16,954.66.

**BACKGROUND:**

On December 14, 2021, the board approved the purchase a new Kubota L47 Tractor/Loader/Backhoe. A 7' X 14' dump trailer was intended to be included with this purchase. However, at the time of the purchase and due to equipment shortages, the maintenance department couldn't locate a compatible trailer that would load and transport the tractor.

This trailer will help our maintenance department complete work orders and projects more efficiently.

**STATUS:**

The purchase of this 2022 Innovation 7' x 14' Dump Trailer needs Board approval.

**PRESENTER:**

Ken Gaston, Director of Maintenance, Operations and Transportation

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:**

The funding for the 2022 Innovative 7' X 14' Dump Trailer will come out of the maintenance budget.

**RECOMMENDATION:**

That the Board approves the purchase of the 2022 Innovative 7 X 14 Dump Trailer.

Time allocated: 5 minutes

# ***D<sub>2</sub>Trailer Sales.com***

***(209) 745-5480***

Name: Ken Gaston Date: 3/2/2022  
 Address:  
 Phone:  
 Email:

			Price
	Model: 2022 Innovative 7x14 32" tall sides		15,530.00
	Options- STK#: V19606		*Please Note
	Doc Fee		75.00
Subtotal			15,605.00
	Tax by Co. 8.125%		1,267.91
	DMV PTI License/Title		43.00
	Electronic Vehicle Reg. AVRS		30.00
	CA Tire Fee (\$1.75 per) 5		8.75
Trailer Total			16,954.66

SHOP BILL		
<u>Accessories</u>	Material	Labor
Subtotal	0.00	0.00
Shop Supplies	0.00	
Tax	0.00	
Shop Total	0.00	
Grand Total	16,954.66	
Down Payment		
Amount to Finance	16,954.66	

*Please ask for Ryan Jackson*

\*Price quote good for 2 days.

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: April 12, 2022

Attachments: \_\_\_\_\_

From: Nicole Latimer, Chief Educational Services Officer

Item Number: 16

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

**SUBJECT:**

Educational Services is requesting the River Delta Unified School District (RDUSD) Board of Trustees to Authorize Superintendent Wright to Review and Approve on Behalf of the Board, the District Service Agreement (DSA) with Butte County Office of Education Migrant Education Region 2 for Migrant Services in RDUSD for the 2022-2023 School Year.

**BACKGROUND:**

Each year Migrant Education and RDUSD meet and collaborate on services to bring to the district to support the academic needs of our migrant education students. In order to receive additional funding from the state to support our efforts, a District Service Agreement (DSA) is required to outline the proposed services for both the regular school year and the summer school programming as well.

**STATUS:**

The proposed services include academic support to elementary, middle and high school students, summer programming for all migrant students (Pre-K to 12th grade), parent workshops and meetings. This approval occurs in the summer, following the final board meeting of the school year on June 28, 2022.

**PRESENTER:** Nicole Latimer, Chief Educational Services Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:** No cost to the district-all services provided are 100% funded through Migrant Education.

**RECOMMENDATION:**

That the Board authorize Superintendent Wright to review and approve on behalf of the Board, the District Service Agreement (DSA) with Butte County Office of Education Migrant Education Region 2 for Migrant Services in RDUSD for the 2022-2023 school year.

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: April 12, 2022

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 17.

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

**SUBJECT:**

Request to Approve the Two (2) Renewal Lease Agreement with Sacramento Employment and Training Agency (SETA-Head Start) for Operation of the Preschool Program at Walnut Grove Elementary School for FY 2022-23 and 2023-24.

**BACKGROUND:**

The District and SETA-Head Start agreed to a three (3) year lease renewal for FY 2019-20 through 2021-22.

**STATUS:**

This renewal is the first of two renewal options, for an additional two (2) year term.

**PRESENTER:**

Tammy Busch, Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT: N/A**

**COST AND FUNDING SOURCES:**

No cost

**RECOMMENDATION:**

That the Board approves the two (2) Renewal Lease Agreement with Sacramento Employment and Training Agency (SETA-Head Start) for Operation of the Preschool Program at Walnut Grove Elementary School for FY 2022-23 and 2023-24.

Time allocated: 5 minutes

**GOVERNING BOARD**

**ERIC GUERRA**  
Councilmember  
City of Sacramento

**PATRICK KENNEDY**  
Board of Supervisors  
County of Sacramento

**DON NOTTOLI**  
Board of Supervisors  
County of Sacramento

**SOPHIA SCHERMAN**  
Public Representative

**MAI VANG**  
Councilmember  
City of Sacramento

**ADMINISTRATION**

**DENISE LEE**  
Interim Executive Director

925 Del Paso Blvd., Suite 100  
Sacramento, CA 95815

Phone: (916) 263-3804  
Fax: (916) 263-3779

Website:  
<http://www.headstart.seta.net>

January 13, 2022

Revised 3/18/2022  
VIA EMAIL - due to COVID-19 Closures

Tammy Busch  
Chief Business Officer  
River Delta Unified School District  
445 Montezuma Street  
Rio Vista, CA 94571-1651

Re: Notice of Extension of Head Start Lease for Walnut Grove Elementary  
14181 Grove Street. Walnut Grove CA (Room #1 and #6)

Dear Tammy,

The purpose of this letter is to provide you with notice that the Sacramento Employment and Training Agency ("SETA") is exercising its option to renew its Head Start Lease for the premises located at 14181 Grove Street, Walnut Grove, CA. This renewal is the first of two renewal options, for an additional two (2) year term commencing on August 1, 2022 through July 31, 2024.

Should you have any questions concerning this renewal option, please feel free to contact me via cell at 916.747.8642 or via email at [denise.lee@seta.net](mailto:denise.lee@seta.net).

On behalf of the Sacramento Employment and Training Agency, I want to thank you for your continued partnership to provide Head Start services to families and their children in the Delta community.

Sincerely,

*Denise T. Lee* 😊

Denise T. Lee  
Interim Executive Director

Cc: Larry Larson, SETA Legal Counsel  
Carrie Norris, Principal

---

Renewal of the Head Start Lease Agreement is acknowledged.

**River Delta Unified School District**

By: Tammy Busch

Sign: \_\_\_\_\_  
Chief Business Officer

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: April 12, 2022

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 18

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

**SUBJECT:**

Request the Approval of Election Process and Resolution #831 Specifications of Election Order, Publication of Notice of Election Form, Notice of Election and Certification of Maps and Boundaries for the November 8, 2022 Elections of District Board Members for the 2022-2026 Term of Office

**BACKGROUND:**

Preparations are currently in progress for November 8, 2022 elections. Several items will need to be acted upon by the Board. Official nominating petitions for eligible candidates desiring to file for any of the open positions may be obtained from the office of the Registrar of Voters in the county of which they reside on and after July 18, 2022, and must be filed not later than 5:00 p.m. on August 12, 2022. However, if nomination documents for an incumbent are not filed by 5:00 p.m. on August 12, 2022, any qualified person other than the incumbent shall have until 5:00 p.m. on August 17, 2022 to file. Candidates must live within the "open" Trustee Area boundaries in order to be nominated or in order to file. To have Candidate Statement included in the election booklet, the candidate must submit the statement in the corresponding county they are running in.

**STATUS:**

The open offices for which candidates may declare their candidacy are:

Board of Trustee Area I (Incumbent Dan Mahoney) – Solano County

Board of Trustee Area II (Incumbent Jennifer Stone) – Sacramento County

Board of Trustee Area III (Incumbent Rafaela Casillas) – Sacramento/Solano Counties

Board of Trustee Area V (Incumbent Marcial Lamera) – Yolo/Sacramento Counties

Term to be 4 years (2022-2026)

See attached Resolution #831: Specifications of the Election Order

Publication of Notice of Election

Notice of District Election (Eng./Span.)

Map Certification

**PRESENTER:** Katherine Wright, Superintendent

**OTHER PEOPLE WHO MIGHT BE PRESENT:** Staff

**COST AND FUNDING SOURCES:**

Costs associated with filing the Notice of District Election and costs associated with the election itself are determined following the election by the election's offices.

**RECOMMENDATION:**

That the Board approves Resolutions #831 Specifications of the Election Order, Publication of Notice of Election, Notice of District Election and the District Boundary Map Certification for the November 8, 2022 election of Board members for Area I, II, III and V.

Time allocated: 5 minutes

**RIVER DELTA UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 831  
Specifications of the Election Order**

**WHEREAS**, pursuant to Education Code sections 5304, 5322, and 5016, and Elections Code section 10002, the authority for the Specifications of the Election Order, we hereby certify the following with respect to the Board of Trustees members' election in the River Delta Unified School District: An election will be held with the River Delta Unified School District which will affect Sacramento County, Solano County and Yolo County.

DATE OF ELECTION:	November 8, 2022
PURPOSE OF ELECTION:	To elect four (4) members of the Board of Trustees of said district (Trustee Areas I, II, III, and V). Said term to be four (4) years unless otherwise specified.

**WHEREAS**, a statewide general election will be held within the Counties of Sacramento, Solano and Yolo on the same day;

**WHEREAS**, Election Code §10403 requires jurisdictions to file with the Board of Supervisors, and a copy with the Registrar of Voters, a resolution requesting consolidation with a statewide election.

**THEREFORE, BE IT RESOLVED**, that the River Delta Unified School District requests the Board of Supervisors of Sacramento, Solano and Yolo Counties to consolidate the regularly scheduled General District Election with the Statewide General Election to be held on November 8, 2022; and,

**BE IT FURTHER RESOLVED** that the Sacramento County Board of Supervisors, Solano County Board of Supervisors and the Yolo County Board of Supervisors consolidate the District's Board of Trustees elections with the Statewide General Election to be held on November 8, 2022.

**BE IT FURTHER RESOLVED** that for said elections, the candidate's statement of qualifications shall be limited to 200 words.

**BE IT FURTHER RESOLVED** that all candidates, including incumbents, shall be responsible for and provide for the pre-payment of the costs of preparing and distributing the candidate's statement (limited to 200 words) or materials other than the sample ballot and the voter's pamphlet that the candidate wishes sent to each voter.

**BE IT FURTHER RESOLVED** that if a tie vote makes it impossible to determine which of two or more candidates has been elected to the Board of Trustees, the winner or winners shall be determined by lot.

**BE IT ALSO RESOLVED** that the Board of Trustees of the River Delta Unified School District agrees to reimburse the Registrars of Voters for actual costs accrued for each election, such costs to be calculated by proration method set forth in the County's current Election Cost Allocation Procedures on the basis of the amount of services provided to the River Delta Unified School District.

**PASSED AND ADOPTED** the 12<sup>th</sup> day of April, 2022, by the Board of Trustees of the River Delta Unified School District of Sacramento County, California, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTENTIONS:

**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. 831**, 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

\_\_\_\_\_  
April 12, 2022  
(Date)



# RIVER DELTA UNIFIED SCHOOL DISTRICT

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

## PUBLICATION OF NOTICE OF ELECTION

Elections Code §12112 requires the publication of a “Notice of Election.”. The Notice shall contain the date of the general district elections, name of the offices for which candidates may file, and state the qualifications required by the principle act for each office, as well as other pertinent information.

RIVER DELTA UNIFIED SCHOOL DISTRICT recommends that the Registrar of Voters publish (check one only):

**A combined election notice with other districts**

**or**

**A separate/individual district notice.** (If a separate/individual district notice is requested, the district is responsible for the notice and its publication.)

Dated: \_\_\_\_\_ April 12, 2022 \_\_\_\_\_

\_\_\_\_\_  
Katherine Wright, Superintendent  
River Delta Unified School District

*Creating Excellence To Ensure That All Students Learn*

Bates School  
Clarksburg Middle

Isleton School  
Riverview Middle

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

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

Wind River School  
Mokelumne High School



# RIVER DELTA UNIFIED SCHOOL DISTRICT

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

## NOTICE OF DISTRICT ELECTION

**Notice** is hereby given that a General District Election will be held November 8, 2022 in this District. The offices for which candidates may declare their candidacy are:

### MEMBERS OF THE BOARD OF TRUSTEES, FOUR (4) POSITIONS:

- Board of Trustee Area I (Incumbent Dan Mahoney)
- Board of Trustee Area II (Incumbent Jennifer Stone)
- Board of Trustee Area III (Incumbent Rafaela Casillas)
- Board of Trustee Area V (Incumbent Marcial Lamera)

**Primary Qualifications:** Each candidate must meet the following qualifications for office as specified in the principle act or code under which this district is organized:

Any person, regardless of sex, who is 18 years of age or older, a citizen of the State of California, a resident of the River Delta Unified School District\*, a registered voter, and who is not disqualified by the Constitution or laws of the State from holding a civil office, is eligible to be elected or appointed a member of a governing board of a school district without further qualifications. (Education Code section 35107(a))

**\*Secondary Qualification:** As a resident of the District, the candidate(s) must reside in the Trustee Area which they wish to represent.

**Official Declarations of Candidacy** for eligible candidates desiring to file for any of the elective offices may be obtained from the county office of which they reside on and after July 18, 2022 and must be filed not later than 5:00 p.m. on August 12, 2022. Contact the corresponding county for Covid related restrictions:

#### **Sacramento County**

Voter Registration & Elections  
7000 65<sup>th</sup> Street, Suite A  
Sacramento, CA 95823  
Phone: 916-875-6451  
Fax: 916-875-6516  
Web: [www.elections.saccounty.net](http://www.elections.saccounty.net)  
Email: [voterinfo@saccounty.net](mailto:voterinfo@saccounty.net)

#### **Solano County**

Registrar of Voters  
675 Texas Street, Ste # 2600  
Fairfield, CA 94533  
Phone: 707-784-6675  
Toll Free: 888-933-VOTE  
Web: [www.solanocounty.com/elections](http://www.solanocounty.com/elections)  
Email: [Elections@solanocounty.com](mailto:Elections@solanocounty.com)

#### **Yolo County**

Elections Office  
625 Court Street, Ste B-05  
Woodland, CA 95695  
PO Box 1820  
Woodland, CA 95776  
Phone: 530-666-8133  
Fax: 530-666-8123  
Web: [www.yoloelections.org](http://www.yoloelections.org)  
Email: [cntyclrk@yoloelections.org](mailto:cntyclrk@yoloelections.org)

However, if a declaration of candidacy for an incumbent is not filed by the latter date and hour, any person other than the incumbent shall have until 5:00 p.m. on August 17, 2022 to file a declaration of candidacy for such office.

Appointment to each elective office will be made by the supervising authority as prescribed by Elections Code §10515 in the event there are not candidates or an insufficient number of candidates for such office and a petition for an election is not filed within the time prescribed by Elections Code §10515; that is by 5p.m. on August 17, 2022.

Dated this 12<sup>th</sup> day of April, 2022

By \_\_\_\_\_  
Katherine Wright, Superintendent and Secretary

*Creating Excellence To Ensure That All Students Learn*

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



# RIVER DELTA UNIFIED SCHOOL DISTRICT

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

## Noticia: Elección General del Distrito

Se da **Noticia** por medio de la presente que habrá una Elección General del Distrito el 8 de noviembre 2022 en este distrito. Los oficios por los cuales los candidatos pueden declarar su interés son:

### MIEMBROS DE LA MESA DIRECTIVA, 4 POCISIONES:

Mesa Directiva Área I (Oficial Dan Mahoney)  
Mesa Directiva Área II (Oficial Jennifer Stone)  
Mesa Directiva Área III (Oficial Rafaela Casillas)  
Mesa Directiva Área V (Oficial Marcial Lamera)

**Calificaciones Primarias:** Cada candidato tiene que cumplir con las siguientes calificaciones para el oficio como es explicado en el acto de principal o código por el cual este distrito está organizado:

Cualquier persona, sin importar el sexo, que tiene 18 años o más, ciudadano del estado de California, un residente del distrito escolar\*, registrado para votar, y que no está descalificado por la Constitución o leyes del estado de tener un oficio civil, y es elegible para ser electo o puesto como miembro de una mesa gobernante de un distrito escolar sin más calificaciones. (Código de Educación sección 35107 (a)).

**\*Calificación Secundaria:** Como residente del distrito escolar, el candidato tiene que residir en el Área Fideicomisaria de la que ellos representan.

**Declaraciones oficiales del oficio** para los candidatos elegibles que están deseando aplicar para cualquiera de los oficios electivos pueden obtener los de su oficina condado de su residencia en o después del 18 de julio de 2022 y tiene que estar archivado para las 5:00 p.m. del 12 de agosto de 2022:

**Condado de Sacramento**  
Oficinas de Elecciones Para  
Registro de Votantes  
7000 65th Street, Suite A  
Sacramento, CA 95823  
(916) 875-6451  
Web: [www.elections.saccounty.net](http://www.elections.saccounty.net)  
Email: [voterinfo@saccounty.net](mailto:voterinfo@saccounty.net)

**Condado de Solano**  
Registro de Votantes  
Candidato Services  
675 Texas Street, Ste. # 2600  
Fairfield, CA 94533  
(707) 784-3357  
Web: [www.solanocounty.com/elections](http://www.solanocounty.com/elections)  
Email: [Elections@solanocounty.com](mailto:Elections@solanocounty.com)

**Condado de Yolo**  
Oficina de Elecciones  
625 Court Street  
Woodland, CA 95695  
PO Box 1820  
Woodland, CA 95776  
(530) 666-8133  
Fax: 530-666-8123  
Web: [www.yoloelections.org](http://www.yoloelections.org)  
Email: [cntyclrk@yoloelections.org](mailto:cntyclrk@yoloelections.org)

Aunque, si uno que ya está en el oficio no ha archivado su declaración de candidato para la última fecha y hora mencionada, cualquier persona que no sea el que está en el oficio podrá archivar su declaración para candidato de tal oficio hasta las 5:00 p.m. del 17 de agosto del 2022.

Asignación de cada oficio electivo se hará por la autoridad supervisora como se declara en el Código de Elecciones §10515 en caso de que no haya candidatos o un número suficiente de candidatos para tal oficio y no se archive una petición para elección dentro del tiempo prescrito por el Código de Elecciones §10515; 5:00 p.m. del 17 de agosto del 2022.

**Archivado** este día 12 de abril de 2022

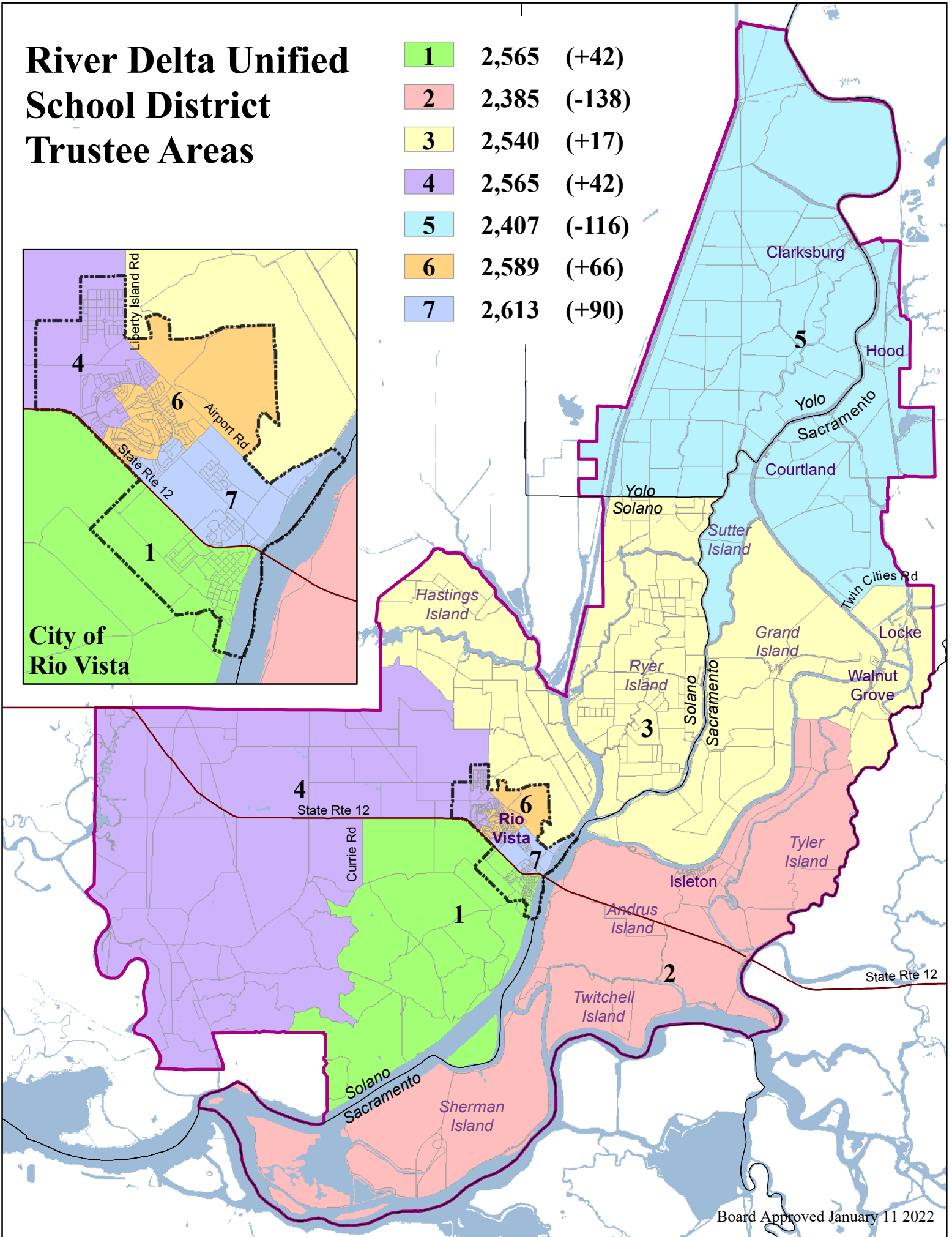
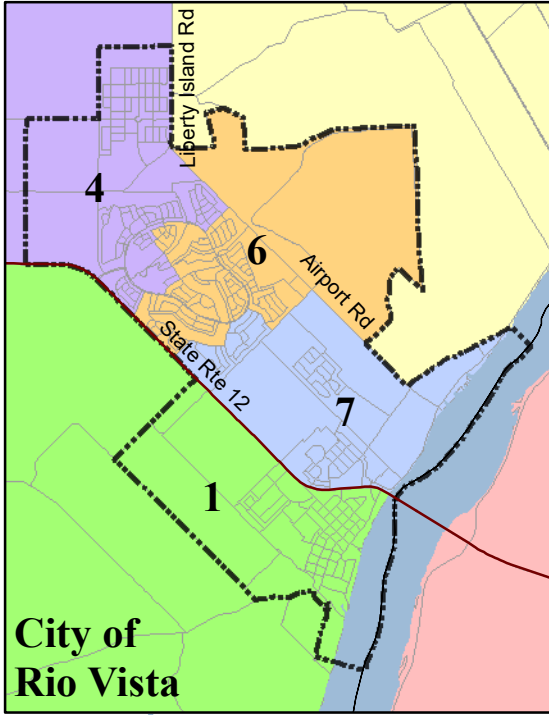
**Por** \_\_\_\_\_  
Katherine Wright, Superintendente

*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 Trustee Areas

1	2,565	(+42)
2	2,385	(-138)
3	2,540	(+17)
4	2,565	(+42)
5	2,407	(-116)
6	2,589	(+66)
7	2,613	(+90)







# 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

April 12, 2022

Voter Registration and Elections  
County Of Sacramento  
7000 65<sup>th</sup> Street, Suite A  
Sacramento, CA 95823

Dear Elections Office:

**RE: Board Elections 2022 -- Map Certification**

After the 2020 census data was received and reviewed, the River Delta Unified School District created a redistricting plan by adjusting Trustee Areas boundaries. The Board of Trustee held a Public Hearings to provide stakeholder input on the proposed map. The approved Trustee Area Map was approved at a regularly scheduled Board meeting on January 11, 2022.

You have received an electronic copy of the new Trustee Boundary Areas.

Therefore, we hereby affirm and certify that the map and boundary description which you have on file is correct and current.

If you have need of any further information, please contact us.

Sincerely,

Katherine Wright  
Superintendent

jg

cc: Board of Trustees

*Creating Excellence To Ensure That All Students Learn*

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



# RIVER DELTA UNIFIED SCHOOL DISTRICT

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

April 12, 2022

Voter Registration and Elections  
Solano County Registrar of Voters  
675 Texas Street, Ste. 2600  
Fairfield, CA 94533

Dear Elections Office:

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April 12, 2022

Voter Registration and Elections  
Yolo County Elections Office  
625 Court Street, Room B-05  
Woodland, CA 95695

Dear Elections Office:

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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: April 12, 2022

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 19

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

**SUBJECT:**

Request to Approve Resolution #832 Condemning Racism, Violence, and Injustice And Committing To Equity and Humanity is Central Guiding Principals

**BACKGROUND:**

Issues of diversity, equity and inclusion are the top priority for the River Delta Unified School District as identified as Goal 5 of the Local Control Accountability Plan (LCAP). The community should be leveraged as an ally in this work.

The River Delta Unified School Board will create a standing committee focused on Diversity, Equity and Inclusion. Committee membership will be offered, but not limited to, representation by the student body, representative of the teaching faculty, representative of the classified employees, representatives of the district administration, parent representation and community representatives.

The committee will provide a platform for the community to come together with a professional facilitator to assemble recommendations for the River Delta USD School Board to develop and adopt a Five-Year Equity Plan for the River Delta Unified School District Schools.

Elements that should be considered for the plan may include:

- Examine data and best practices from peer school districts
- Audit District policies with an equity lens
- Assess and recommend consistent policies regarding diversity, equity and inclusion
- Assess and highlight best practices for embedding equity into curriculum and practice
- Highlight and award community members, students, or staff who are doing exceptional work in these efforts
- Provide engaging partnerships with the community
- Assess strategy for staff hiring and on-boarding through an equity lens

**STATUS:**

Racism, violence and injustice have no place in our schools or our society, and we must protect the Constitutional rights of every person who lives, works and learns in our community.

The River Delta Unified School District is working to be a leader on educational equity, including critically analyzing our current system, policies and practices, but we also recognize that the district has not done enough to combat racism or proactively teach anti-racism, and as a result, our students of color, and black students in particular, still regularly experience racism in our schools.

**PRESENTER:**

Katherine Wright, Superintendent

**RECOMMENDATION:**

That the Board reviews and adopts Resolution #832 Condemning Racism, Violence, and Injustice And Committing To Equity and Humanity is Central Guiding Principals

Time allocated: 5 minutes

**RIVER DELTA UNIFIED SCHOOL DISTRICT**  
**RESOLUTION #832**  
**Condemning Racism, Violence and Injustice**  
**And Committing to Equity and Humanity as Central Guiding Principles**

A Resolution Of The River Delta Unified School District Board of Trustees Condemning Racism, Violence and Injustice And Committing To Equity and Humanity as Central Guiding Principles

WHEREAS, members of the River Delta Unified School Board, as well as the River Delta Unified School District staff, are saddened and outraged by recent events that demonstrate the prejudice and injustice that persists in our country;

WHEREAS, racism, violence and injustice have no place in our schools or our society, and we must protect the Constitutional rights of every person who lives, works and learns in our community;

WHEREAS, we cannot be silent. We urgently must act to stop the racial injustice that harms and anguishes any individual, people of color and black students in particular, who are our family, friends, neighbors, students, staff members, and fellow community members;

WHEREAS, systemic racism and racial oppression have long led to physical, political, legal, economic, and environmental harm on people of color in the United States and California, specifically;

WHEREAS, we must lead. Each of us, individually and collectively, is responsible for creating and nurturing an anti-racist learning environment where every child is respected and valued for who they are, regardless of their skin color. We must actively acknowledge, address and prevent racial bias;

WHEREAS, students, parents and community members in our district have consistently reported experiencing and witnessing racism and hate speech in our schools;

WHEREAS, the River Delta Unified School District is working to be a leader on educational equity, including critically analyzing our current system, policies and practices, but we also recognize that the district has not done enough to combat racism or proactively teach anti-racism, and as a result, our students of color, and black students in particular, still regularly experience racism in our schools;

Now, therefore, be it resolved on this 12th day of April 2022, by the Board of the River Delta Unified School District, that, the district condemns racism, racial violence, white supremacy, hate speech, and bigotry in all forms inside and outside of our schools and community, and stand steadfast in our commitment to foster an inclusive educational environment where every student, staff member, parent, and community member is treated with dignity and respect, as well as our commitment to continue fighting for racial justice and human and civil rights for all, and

1. The District reaffirms commitments in the RDUSD Equity Policy and will continue to strive to implement the policy; and
2. The district will work to be actively anti-racist and dismantle systemic racism in our schools and empower people of color; and
3. The District affirms the importance of culturally responsive practices, literature, curriculum and assignments that represent the diversity of our world, and that accurately honor the contributions of historically marginalized communities, and we acknowledge our current curriculum does not achieve this yet; we commit to using an equity lens for all future curriculum adoptions and course development, as required in board policy; and
4. The District commits to continuing to require schools to track and report racist incidents in our schools in a way that both complies with privacy laws and increases transparency; and
5. The District commits to dedicating time in schools for professional development, culturally responsive training, book studies, for celebrations of diversity on behalf of people of color, for

critical conversations among staff and with students, and establishing community partnerships to support this work; and

6. The District believes that having a diverse faculty and staff reflective of the demographics of the community, country and world, provides significant value to students of color and all students and adults, and will commit to put practices in place that will lead to a more diverse workforce.

**PASSED AND ADOPTED** the 12th day of April, 2022, by the Board of Trustees of the River Delta Unified School District of Sacramento County, California, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

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. 832**, 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

April 12, 2022  
(Date)

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: April 12, 2022

Attachments:   X  

From: Nicole Latimer, Chief Educational Services Officer

Item Number:   20  

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

**SUBJECT:**

Request to Approve the Revised River Delta Unified School District Guidelines for Student Disciplinary Actions as of April 12, 2022, to Condemn Racism, Violence and Injustice.

**BACKGROUND:**

The River Delta Unified School District (RDUSD) is proud of the great diversity within our community and schools. It is important that all students, families, teachers, and staff feel safe, comfortable and that all are treated equally and with respect. River Delta students must understand that racism, intolerance, and violence in any form by anyone is wrong. RDUSD condemns racism, intolerance, and violence and is asking the Board of Trustees to revise the Student Disciplinary guide to reflect this stance.

**STATUS:**

The proposed updates have been provided in the attached backup documents.

**PRESENTER:**

Nicole Latimer, Chief Educational Services Officer and Katherine Wright,  
Superintendent of River Delta Unified School District

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:** No cost to the district.

**RECOMMENDATION:**

That the Board of Trustees approve the revised Guidelines for Student Disciplinary Actions

Time allocated: 2 minutes

# RDUSD GUIDELINES FOR STUDENT DISCIPLINARY ACTIONS

(DRAFT 4/12/22)

The following chart indicates the types of disciplinary action that may apply to each type of misbehavior infraction. In each instance, a corrective action is stated. **The administrator shall, however, determine whether a specific infraction warrants the corrective action described on the chart.** Corrective action taken by the administrator shall take place after progressive discipline interventions by the teacher fail to bring about proper conduct. These corrective measures are intended to assist in maintaining consistent student discipline.

## Arson

Any offense 5 days suspension, notification of law enforcement agencies, possible recommendation for expulsion.

## Bio-Hazardous Materials / Bodily Waste

Any offense 5 days suspension

**Bullying/Cyber Bullying** - No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Any offense 1 to 5 days suspension, and possible file for expulsion or alternative means of correction.

**Cell Phones or Other Electronic Devices:** Cell phones or any device for texting may only be used before 1st period, at lunch, and after 7th period, regardless of a student's schedule. These items should be turned off and should not be seen or heard in classrooms at any time. Cameras and video cameras are not allowed at any time for personal use. iPods or any other MP3 players, or music devices, are allowed during lunch, passing periods, before and after school. If they are used without permission, devices will be confiscated by staff and/or administrators. Neither staff nor administration will investigate the loss of these items. Refusing to turn over a cell phone when requested to do so by a staff member will be treated as an act of defiance.

1st offense Parent May be required to meet with an administrator to pick up the device and detention may be assigned.

2nd offense Parent will be required to meet with an administrator to pick up the device and detention may be assigned.

3rd offense Parent will be required to meet with an administrator to pick up the device, detention may be assigned.

**Conduct / Inappropriate Behavior On Campus:** Any behavior that disrupts the educational process, including inappropriate displays of affection. Students are expected to adhere to all school rules while anywhere on campus, including classrooms, library and cafeteria. Students are expected to behave in a positive and respectful manner at all times.

1st offense Teacher-initiated consequences, may include contacting parent.

2nd offense Student referred for discipline to administrator, teacher will contact with parent.

3rd offense Parent, teacher, student, and administrator conference. Student may enter into a behavior contract.

## Defiance of School Authority / Disruption of School Activities

1st offense Detention, or alternative means of correction, contact with parent

2nd offense Parent, teacher, student, and administrator conference. Student may enter into a behavior contract.

3rd offense 1 to 5 days suspension, after school detention and/or alternative means of correction

## Dress / Appearance-Appropriate Clothing

The following guidelines shall be in effect for all school-related activities. School administration reserves the right to amend this policy at any time. Please refer to RDUSD Board Policy for further information.

Clothes must be neat, clean, and appropriate for school, according to the guidelines below. No items shall be worn to school which are distracting to the learning environment, revealing, obscene, vulgar, related to tobacco, drugs or alcohol, or related to a group or gang which may provoke others to acts of violence or cause others to be intimidated by fear of violence, as determined by school administrators.

- a. No gang related or affiliated attire.
- b. Shirts must touch/reach waist of pants.
- c. No sexually suggestive attire (including playboy items) or extremely brief attire.
- d. Shoes must be worn at all times. No open toed shoes or flip flops allowed in elementary schools.
- e. No clothing, jewelry and other accessories (such as spikes and chains), which present a safety hazard.
- f. Ankle monitors must be kept covered and out of sight.

Violations of these rules may result in a student having to change clothing or to be sent home to change, contact made with parents, and/or



possible suspension for repeat violations.

1st offense	Change of clothing and parent notification
2nd offense	Detention, requirement to stay in office until changed, and parent notification
3rd offense	1 day suspension for defiance

**Failure to Serve Detention**

Any offense Double detention hours, assign lunch detention, or alternative means of correction.

**Fire Alarms / Setting False Alarms**

Any offense 1-3 days suspension and notification of law enforcement, or alternative means of correction. If the fire department charges the school with a fine for the false alarm, this fee will be passed on to the student and/or the student's parents.

**Forgery**

Any offense Alternative means of correction and parent notification

**Gambling**

Any offense Alternative means of correction and parent notification

**Gang or Tagging Related Behavior:** signing, clothing, tagging (includes displaying tagging on personal property)

1st offense	1 to 3 days suspension, confiscation of items and notification of parent. Confiscated items may not be returned. Documentation of gang-related activity with local law enforcement or alternative means of correction
2nd offense	3 to 5 days suspension for defiance and parent/ guardian notification, or alternative means of correction
3rd offense	5 days suspension and possible file for expulsion. Exclusion from all school activities for the remainder of the school year, or alternative means of correction.

**Harassment / Hazing:** Includes but is not limited to the filming and/or recording of any student behavior for purposes of harassment (Board Policy 5131.2(a)).

Any offense 1 to 5 days suspension, and possible file for expulsion or alternate means of correction.

**Hate Crimes / Racial or Religious Slurs:** the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices. Including but is not limited to the filming and/or recording of any student behavior for purposes of harassment (Board Policy 5131.2(a)).

Any offense ~~3~~ 4 to 5 days suspension, and possible file for expulsion.  
Elimination from being a member or participant of any extra-curricular academic or athletic program, club or school-related event for the remaining of the school year  
Public statement of apology to the victim and school community  
Alternative means of correction/Restorative justice assignment

**Illegal Substances: Drugs, Alcohol, Drug Paraphernalia**

All RDUSD campuses are Drug-Free Zones. Penalties for any offender will be doubled by law enforcement agencies. All students are expected to adhere to school policy and make good decisions if confronted with situations where drugs or alcohol are present. Students may be subject to disciplinary action if present where drugs and or alcohol are in possession or use during school or any school activity.

Use / Possession

1st offense	5 days suspension, possible notification of law enforcement agencies and possible recommendation for expulsion. Any felony possession will constitute immediate recommendation for expulsion. Alternative means of correction. Loss of extra-curricular eligibility for the season.
2nd offense	5 days suspension, recommendation for expulsion, and possible notification of law enforcement agencies. Restriction from participation in all extra-curricular activities for the remainder of the school year.

Sales / Possession for Sale / Furnishing

1st offense 5 days suspension, recommendation for expulsion and notification of law enforcement agencies.

**Internet, Misuse of:** Internet Agreements are available in the back to school packet. All students are expected to be responsible and ethical users of school computers, as defined in the Internet Agreement. Students who lose their Internet access and are enrolled in a computer class requiring daily use of computers and the Internet will be dis-enrolled from that class and receive a W-F.

- |             |   |
|-------------|---|
| 1st Offense | Alternative means of correction   |
| 2nd Offense | Possible suspension and/or loss of Internet Access for the rest of the school year through school computers |

#### **Leaving Campus Without a Pass, or Privilege**

- |             |  |
|-------------|--|
| 1st offense | Detention and/or alternative means of correction                         |
| 2nd offense | Detention and/or alternative means of correction and parent notification |
| 3rd offense | Detention and/or alternative means of correction and parent notification |

#### **Laser Pointers**

Possession and use of laser pointers without specific permission from a teacher is strictly prohibited per Penal Code: 417.27

- |             |  |
|-------------|--|
| 1st offense | Detention, confiscation of items, or alternative means of correction confiscated items may not be returned             |
| 2nd offense | 1-3 days suspension, confiscation of items (confiscated items may not be returned), or alternative means of correction |
| 3rd offense | 3-5 days suspension, confiscation of items (confiscated items may not be returned), or alternative means of correction |

**Racial or Religious Slurs / Habitual Profanity or Obscene Language / Verbal Abuse / Insubordination / Vulgarity / Obscene Acts:** The use of profanity and/or obscene language is not conducive to a safe and secure learning environment. Students are expected to refrain from the use of profanity while on the school campus, just as they would be expected to when reporting for employment.

- |             |   |
|-------------|---|
| 1st offense | 1 to 5 days suspension and/or alternative means of correction       |
| 2nd offense | 3 to 5 days suspension, parent conference                           |
| 3rd offense | 5 days off campus suspension, possible recommendation for expulsion |

### **SCHOOL RECORDS**

#### **Falsification of Records and /or Official Documents:**

- Altering documents affecting academic records
- Forging signatures of authorization
- Falsifying information on an official academic document, grade report, letter of permission, letter of application, letter of recommendation, petition, drop/add form, ID card, or any other official school document

Unauthorized Access or Attempt to Access Computerized Academic or Administrative Records or Systems:

- Altering computer records
- Modifying computer programs or systems
- Releasing or dispensing information gained via unauthorized access, or interfering with the use or availability of computer systems or information

1st offense	Student receives a zero on the assignment, if applicable Teacher notifies student, parent, and administrator. Student may receive a grade of "F" for the current quarter Student is ineligible for California Scholastic Federation (CSF) for the semester of occurrence
-------------	--

2nd offense (in any class)	Teacher notifies student, parent and administrator Student is dropped from the class Student receives a grade of "F" for the semester 5 Day Suspension Student is ineligible for California Scholastic Federation (CSF) for the semester of occurrence Suspension and cause may be reported to colleges in the school report Possible recommendation for expulsion and notification of Law Enforcement
----------------------------	--

## **Sexual Harassment**

For the purpose of student discipline, sexual harassment is defined as unwelcome and/or offensive sexual behavior. It includes visual, verbal, or physical behaviors that make a student feel uncomfortable.

### **Types of Illegal Conduct**

#### **Visual**

- unwelcome sexual flirtations or propositions
- passing suggestive or obscene letters, notes, or invitations
- displaying sexual drawings or pictures

#### **Types of Illegal Conduct - Cont.**

- mooning or flashing

- making obscene gestures
- giving sexually suggestive looks or leers
- any of the above transmitted electronically, including but not limited to phone, voicemail, email, text messages and social networking

#### **Verbal**

- making requests for sexual favors
- making or threatening reprisals after a negative response to sexual favors
- sexist or sexual jokes
- telling graphic commentaries about an individual's body
- saying sexually degrading terms used to describe an individual, including but not limited to words like: fag, gay, queer, homo, ho, pimp
- making comments about a person's sex life
- holding overly personal conversation
- making noises such as "wolf whistles"
- refusing to take "no" for an answer

#### **Physical**

- touching
- grabbing
- rubbing
- physically blocking a person's movement
- assault
- rape

#### **What To Do When / If It Happens**

- Respond to the conduct immediately in a way that clearly communicates the behavior is NOT wanted.
- Immediately report the incident to a staff member; tell what, when and where it happened

#### **Consequences**

Penalties for engaging in prohibited conduct will range from counseling to expulsion, depending on the student's previous discipline record and the severity of the offense. A student found to have committed or attempted to commit a criminal sexual assault or battery will be referred for expulsion and to the police.

### **STUDENT CONFLICTS**

#### **What to Do to Avoid a Fight**

Let your administrator know if you are feeling unsafe, threatened, or harassed. These feelings may interfere with your ability to concentrate on your schoolwork, so it is important that the problem be addressed quickly.

Avoid listening to and spreading gossip. The only thing that comes from gossip is hurt feelings and anger. Adopt the attitude, "If I did not hear it with my own ears, it is not worth being hurt or angry about it."

Don't confront another student when angry. The other person may react defensively, unsure of what you might do. Ask for help from a teacher or staff member, if you are not able to forget about or ignore what the other student is doing that makes you angry.

Make an appointment with your counselor or administrator. He/she can give you additional suggestions, meet with the other student, or arrange a meeting for the students involved in order to solve the problem in a safe and non-confrontational manner.

#### **Definitions and Consequences Associated with Fighting**

**Breaking Up or Preventing a Fight** is characterized by seeking help from the nearest adult; encouraging the students to walk away; surrounding a friend and moving him/her away from the argument.

**Defending One's Self** is characterized by putting hands up to block or prevent a hit; putting hands out to keep the other student at a distance; repeating over and over the desire to NOT fight; calling for help; turning away; walking away.

**Threatening / Initiating Fights** may be treated the same as fighting. The following behaviors communicate a willingness to fight: remaining engaged in an argument; stepping towards the other student; clenching fists; throwing down items being held, i.e. backpack, books, etc.; and removing outer garments, such as a jacket; threats via text message, posts on social networking sites or any electronic means.

**Threatening School Employees or Property** - Threats of any school employee or their property, including via the Internet, will be referred to law enforcement, alternative means of corrections, and may result in a 5 day suspension and possible recommendation for expulsion.

**Fighting** is defined as mutual combat, contributing to or perpetuating the fight.

- |             |  |
|-------------|--|
| 1st offense | 1-5 days suspension  |
| 2nd offense | 5 days suspension/contact with law enforcement/possible recommendation for expulsion |
| 3rd offense | 5 days suspension/contact with law enforcement/recommendation for expulsion          |

**Causing Serious Injury**

- |             |  |
|-------------|--|
| 1st offense | 5 days suspension, possible recommendation for expulsion, possible notification of law enforcement agencies. |
|-------------|--|

**Jumping In** is joining in on another student's fight or contributing to / or escalating the fight.

- |             |  |
|-------------|--|
| 1st offense | 1-5 days suspension, possible recommendation for expulsion |
|-------------|--|

**Running to or Being Present to Watch a Fight** escalates the potential of a fight occurring and the seriousness of the fight.

- |             |   |
|-------------|---|
| 1st offense | 1 day suspension or alternative means of correction and parent notification |
| 2nd offense | 3 days suspension   |
| 3rd offense | 5 days suspension   |

**Social Networking Sites/Electronic Communication**

Any posts on a social networking site or electronic communication that come to the attention of school staff and are deemed as bullying, threatening, harassing or hazing, and cause the campus to be an intimidating, hostile or offensive environment for another student will be disciplined according to the procedures spelled out in this handbook for cyber bullying.

**Substitute Teacher, Misbehavior with**

Students are expected to behave respectfully to all substitutes in order that learning may continue in the teacher's absence. A referral from a substitute teacher will be considered as defiance of school authority and disruption of school activities. Discipline will be at the discretion of administration.

**Theft / Extortion /Burglary** (includes possession of stolen property)

- |             |   |
|-------------|---|
| Any offense | 1-5 days suspension/possible recommendation for expulsion and possible notification of law enforcement agencies or alternative means of correction. |
|-------------|---|

**Tobacco, Use / Possession**

River Delta Unified School District is a non-smoking/no tobacco use district. All tobacco products will be confiscated. All forms of tobacco paraphernalia including e-cigarettes or other vapor-emitting devices with or without nicotine content are prohibited on campus and at any school event.

- |                         |   |
|-------------------------|---|
| 1st offense             | Alternative means of correction and parent notification |
| 2nd offense             | 1-3 day suspension                                      |
| 3 <sup>rd</sup> offense | 3-5 days suspension                                     |

**Vandalism / Tagging / Graffiti to School or Private Property on Campus**

- |             |  |
|-------------|--|
| 1st offense | 1 to 5 days suspension, possible notification to law enforcement and or alternate means of correction. |
|-------------|--|

**Weapons / Explosives / Dangerous Objects, Use / Possession**

- |             |  |
|-------------|--|
| 1st offense | 5 days suspension, possible recommendation for expulsion and possible notification of law enforcement agencies |
|-------------|--|

## ACADEMIC INTEGRITY

**Statement of Philosophy**

The primary goal of any educational institution should be to enhance the learning environment and to promote the pursuit of intellectual excellence. River Delta Unified School District is committed to reinforcing the values of our democratic society, teaching citizenship and providing an environment conducive to ethical behavior. We strive to maintain a climate in which honesty, courtesy, consideration, integrity and a concern for others are highly valued.

Academic dishonesty is an assault upon the basic integrity and meaning of an educational institution. Cheating, plagiarism, and collusion in dishonest activities are serious acts, which erode an institution's educational role and deny the value of education not only for the perpetrators, but also for the entire community. It is expected that students will understand and subscribe to the idea of academic integrity and will bear individual responsibility for their work. Materials (written or otherwise) submitted to fulfill academic requirements must represent a student's own efforts. In turn students will gain new information and insights, and increase their capacity to think, reason and

solve problems.

The fundamental purpose of this policy is to emphasize that any act of academic dishonesty attempted by any student is unacceptable and will not be tolerated. Consequences for any form of academic dishonesty are severe. The teacher's professional judgment will determine whether an act of academic dishonesty has occurred. Students are reminded not to give the instructor cause to consider their actions in violation of this policy.

The following list delineates a variety of methods of cheating.

#### **LEVEL 1 - Cheating & Plagiarism**

**Cheating:** Cheating is the unauthorized use of study guides or another person's work, research, information in any academic exercise.

Cheating includes but is not limited to:

- Letting someone else see one's own or another's paper during an examination, test or quiz.
- Looking at someone else's paper during an examination, test or quiz.
- Using unauthorized notes of any kind during an examination, test or quiz.
- Talking, texting with another student or using any unauthorized electronic device during an examination, test or quiz,
- Tampering with an examination after it has been corrected, then returning it for more credit than deserved.
- Allowing others to do the research and writing of an assigned paper.
- Copying work that was assigned to be done independently, or allowing someone else to copy one's own or another's work.
- Giving test information to other students in other periods of the same course.
- Fabricating or altering laboratory data.
- Unauthorized collaborating on an academic assignment.
- Erasing a student's name on an assignment, replacing it with one's own name and turning it in as one's own work.

In some courses, teachers may announce that it is allowed for students to work together. In such cases, all students should write up their work independently of one another, unless the teacher has given explicit approval to a common write-up. Students should always write on their paper the names of the other students with whom they have collaborated.

**Plagiarism:** Plagiarism is academic theft. It refers to the use of another's ideas or words without proper attribution or credit. An author's work is his/her property and should be respected by documentation. Credit must be given:

- For every direct quotation.
- When a work is paraphrased or summarized in whole or in part in your own words.
- For information which is not common knowledge, i.e. it appears in several sources about the subject.
- Digital images, sounds and film clips.

**Collusion:** Any student who knowingly or intentionally helps another student to perform any of the above acts of cheating or plagiarism, for which the primary objective is academic dishonesty, is subject to discipline for academic dishonesty. There is NO distinction between those who cheat and plagiarize and those who willingly allow it to occur.

#### **Disciplinary Procedures for Cheating and Plagiarism**

1st	Occurrence	Student receives a zero on the assignment Teacher notifies student, parent and administrator Student is counseled to find acceptable ways to meet course obligations
2nd	Occurrence in any class	Student receives a zero on the assignment Teacher notifies student, parent and administrator Student may receive 75% of the points earned for that quarter as his/her final quarter grade Student is ineligible for California Scholastic Federation (CSF) for the semester of occurrence Student is counseled to find acceptable ways to meet course obligations
3rd	Occurrence in any class	Student receives a zero on the assignment Teacher notifies student, parent and administrator Student may receive 50% of the points earned for that quarter as his/her final quarter grade Student is ineligible for California Scholastic Federation (CSF) for the semester of occurrence Student is counseled to find acceptable ways to meet course obligations

## **LEVEL 2 - Obtaining an Unfair Advantage:**

- Stealing, reproducing, circulating or otherwise gaining access to exam, test or quiz materials prior to the time authorized by the instructor.
- Stealing, destroying, defacing or concealing library materials with the purpose of depriving others of their use.
- Retaining, possessing, using or circulating previously given assessment materials, when those materials clearly indicate that they are to be returned to the instructor at the conclusion of the assessment.
- Intentionally obstructing or interfering with another student's academic work, or otherwise undertaking activity with the purpose of creating or obtaining an unfair academic advantage over other students' academic work.
- Turning in a complete essay, presentation or creative work written or created by another person.

**Collusion:** Any student who knowingly or intentionally helps another student to perform any of the above acts or obtaining an unfair advantage for which the primary objective is academic dishonesty is subject to discipline for academic dishonesty. There is NO distinction between those who cheat and plagiarize and those who willingly allow it to occur.

## **Disciplinary Procedures for Obtaining an Unfair Advantage**

1st	Occurrence	Student receives a zero on the assignment Teacher notifies student, parent and administrator Student may receive 50% of the points earned for that quarter as his/her final quarter grade Student is ineligible for California Scholastic Federation (CSF) for the semester of occurrence
2nd	Occurrence in any class	Teacher notifies student, parent and administrator Student is dropped from the class Student may receive a grade of "F" for the semester Student is ineligible for California Scholastic Federation (CSF) for the semester of occurrence

A student who commits a Level 2 offense and violates this policy again in the same class will receive a W-F for the semester and be assigned either to study hall or the Academic Support Center for the remainder of the semester.

## **Teacher Responsibilities:**

- Make the school policy and your classroom policy known to all students. Be specific about your expectations for tests, papers and homework.
- Remind students of the policy and the consequences associated with it prior to giving any assessment by reading the following script:

"The Academic Integrity Policy is intended to establish high standards of honesty and ethical behavior among our students. It applies to every homework assignment, project, quiz and test you take – including this one. Any act of academic dishonesty, including cheating, plagiarism, obtaining an unfair advantage or collusion, is unacceptable and will not be tolerated. Keep in mind the severe school-wide consequences that are in place. Be sure your backpacks, purses, etc. are away from your desks, and your desktops are clear of all things except those things for which I have given you permission."

- Be fair to all students: test on test days; prepare students for and give notice of tests; be available to students before work is due.
- Secure the test environment by expecting that all backpacks, purses, etc. should be moved away from desks.
- Provide constant supervision during testing periods. Actively proctor your test activity.
- Deal with students privately. Protect the student's right to confidentiality at all times.
- Keep all assessments in a secure location in which students cannot gain access.

## **Student Responsibilities:**

- Manage your time, so you have adequate time to study for any tests or quizzes.
- Take responsibility to find out what material will be covered on the test or quiz.
- During a test or quiz, make sure your paper cannot be seen by anyone else. Keep your eyes on your own paper or straight ahead. Do not talk. Ask your teacher, not your neighbor, questions of clarification.
- After a test or quiz, do not discuss questions with other students until ALL students have taken it.
- Do not copy other's homework. Do not work with other students on assignments unless the teacher gives instructions to do so or unless the teacher tells the entire class to work together.
- Do not copy or paraphrase others without a footnote.
- In fairness to all, students are urged to make the teacher aware if cheating is taking place, including the kind of cheating and the methods being used.

## **Parent Responsibilities**

- Reinforce the values of honesty and integrity.

- Reduce the pressure for “success at any cost.” Give your child support even when his or her best effort does not earn an “A”.
- Be aware of homework. Help your child protect study time. Try to provide a good study environment with a place to work that is free from distractions. Be sensitive to your child’s study time frame.
- If you have questions about your child’s work, please contact your child’s teachers

Adapted from:

University of California Santa Barbara

The Academic Dishonesty Question: A Guide to an Answer through Education, Prevention, Adjudication, and Obligation

Copies of this document are available, free of charge, in the Office of the Dean of Students

<http://hep.ucsb.edu/people/hnn/conduct/disq.html>

The University of Pennsylvania

Resources, Policy and Procedure Handbook

<http://www.vpul.upenn.edu/osl/acadint.html>

Policies - Academic Honesty

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## GROUNDS FOR SUSPENSION OR EXPULSION

A pupil shall not be suspended from school or recommended for expulsion unless the superintendent of the school district or the principal of the school in which the pupil is enrolled determines that the pupil has:

### ARTICLE 1. Suspension or Expulsion [48900 - 48927]

( Article 1 repealed and added by Stats. 1983, Ch. 498, Sec. 91. )

#### 48900.

A pupil shall not be suspended from school or recommended for expulsion, unless the superintendent of the school district or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r), inclusive:

(a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.

(2) Willfully used force or violence upon the person of another, except in self-defense.

(b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.

(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.

(d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.

(e) Committed or attempted to commit robbery or extortion.

(f) Caused or attempted to cause damage to school property or private property.

(g) Stole or attempted to steal school property or private property.

(h) Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit the use or possession by a pupil of the pupil’s own prescription products.

(i) Committed an obscene act or engaged in habitual profanity or vulgarity.

(j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.

(k) (1) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.

(2) Except as provided in Section 48910, a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in paragraph (1), and those acts shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion. This paragraph is inoperative on July 1, 2020.

(3) Except as provided in Section 48910, commencing July 1, 2020, a pupil enrolled in kindergarten or any of grades 1 to 5, inclusive, shall not be suspended for any of the acts specified in paragraph (1), and those acts shall not constitute grounds for a pupil enrolled in

kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion.

(4) Except as provided in Section 48910, commencing July 1, 2020, a pupil enrolled in any of grades 6 to 8, inclusive, shall not be suspended for any of the acts specified in paragraph (1). This paragraph is inoperative on July 1, 2025.

(l) Knowingly received stolen school property or private property.

(m) Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

(n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 287, 288, or 289 of, or former Section 288a of, the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.

(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

(p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

(q) Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.

(r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:

(1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

(A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.

(B) Causing a reasonable pupil to experience a substantially detrimental effect on the pupil's physical or mental health.

(C) Causing a reasonable pupil to experience substantial interference with the pupil's academic performance.

(D) Causing a reasonable pupil to experience substantial interference with the pupil's ability to participate in or benefit from the services, activities, or privileges provided by a school.

(2) (A) "Electronic act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

(i) A message, text, sound, video, or image.

(ii) A post on a social network internet website, including, but not limited to:

(I) Posting to or creating a burn page. "Burn page" means an internet website created for the purpose of having one or more of the effects listed in paragraph (1).

(II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

(iii) (I) An act of cyber sexual bullying.

(II) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (A) to (D), inclusive, of paragraph (1). A photograph or other visual recording, as described in this subclause, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(III) For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the internet or is currently posted on the internet.

(3) "Reasonable pupil" means a pupil, including, but not limited to, a pupil with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of that age, or for a person of that age with the pupil's exceptional needs.

(s) A pupil shall not be suspended or expelled for any of the acts enumerated in this section unless the act is related to a school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to a school activity or school attendance that occur at any time, including, but not limited to, any of the following:

(1) While on school grounds.

(2) While going to or coming from school.

(3) During the lunch period whether on or off the campus.

(4) During, or while going to or coming from, a school-sponsored activity.



(t) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).

(u) As used in this section, "school property" includes, but is not limited to, electronic files and databases.

(v) For a pupil subject to discipline under this section, a superintendent of the school district or principal is encouraged to provide alternatives to suspension or expulsion, using a research-based framework with strategies that improve behavioral and academic outcomes, that are age appropriate and designed to address and correct the pupil's specific misbehavior as specified in Section 48900.5.

(w) (1) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against a pupil who is truant, tardy, or otherwise absent from school activities.

(2) It is further the intent of the Legislature that the Multi-Tiered System of Supports, which includes restorative justice practices, trauma-informed practices, social and emotional learning, and schoolwide positive behavior interventions and support, may be used to help pupils gain critical social and emotional skills, receive support to help transform trauma-related responses, understand the impact of their actions, and develop meaningful methods for repairing harm to the school community.

(Amended by Stats. 2019, Ch. 279, Sec. 2. (SB 419) Effective January 1, 2020.)

#### 48900.1

(a) The governing board of each school district may adopt a policy authorizing teachers to require the parent or guardian of a pupil who has been suspended by a teacher pursuant to Section 48910 for reasons specified in subdivision (i) or (k) of Section 48900, to attend a portion of a schoolday in the classroom of his or her child or ward. The policy shall take into account reasonable factors that may prevent compliance with a notice to attend. The attendance of the parent or guardian shall be limited to the class from which the pupil was suspended.

(b) The policy shall be adopted pursuant to the procedures set forth in Sections 35291 and 35291.5. Parents and guardians shall be notified of this policy prior to its implementation. A teacher shall apply any policy adopted pursuant to this section uniformly to all pupils within the classroom.

The adopted policy shall include the procedures that the district will follow to accomplish the following:

(1) Ensure that parents or guardians who attend school for the purposes of this section meet with the school administrator or his or her designee after completing the classroom visitation and before leaving the schoolsite.

(2) Contact parents or guardians who do not respond to the request to attend school pursuant to this section.

(c) If a teacher imposes the procedure pursuant to subdivision (a), the principal shall send a written notice to the parent or guardian stating that attendance by the parent or guardian is pursuant to law. This section shall apply only to a parent or guardian who is actually living with the pupil.

(d) A parent or guardian who has received a written notice pursuant to subdivision (c) shall attend class as specified in the written notice. The notice may specify that the attendance of the parent or guardian be on the day the pupil is scheduled to return to class, or within a reasonable period of time thereafter, as established by the policy of the board adopted pursuant to subdivision (a).

(Amended by Stats. 2004, Ch. 895, Sec. 9. Effective January 1, 2005.)

#### 48900.2

In addition to the reasons specified in Section 48900, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed sexual harassment as defined in Section 212.5.

For the purposes of this chapter, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall not apply to pupils enrolled in kindergarten and grades 1 to 3, inclusive.

(Added by Stats. 1992, Ch. 909, Sec. 2. Effective January 1, 1993.)

#### 48900.3

In addition to the reasons set forth in Sections 48900 and 48900.2, a pupil in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has caused, attempted to cause, threatened to cause, or participated in an act of, hate violence, as defined in subdivision (e) of Section 233.

(Amended by Stats. 1999, Ch. 646, Sec. 25. Effective January 1, 2000.)

#### 48900.4

In addition to the grounds specified in Sections 48900 and 48900.2, a pupil enrolled in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has intentionally engaged in harassment, threats, or intimidation, directed against school district personnel or

pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of either school personnel or pupils by creating an intimidating or hostile educational environment.

(Amended by Stats. 2002, Ch. 643, Sec. 2. Effective January 1, 2003.)

#### 48900.5.

(a) Suspension, including supervised suspension as described in Section 48911.1, shall be imposed only when other means of correction fail to bring about proper conduct. A school district may document the other means of correction used and place that documentation in the pupil's record, which may be accessed pursuant to Section 49069.7. However, a pupil, including an individual with exceptional needs, as defined in Section 56026, may be suspended, subject to Section 1415 of Title 20 of the United States Code, for any of the reasons enumerated in Section 48900 upon a first offense, if the principal or superintendent of schools determines that the pupil violated subdivision (a), (b), (c), (d), or (e) of Section 48900 or that the pupil's presence causes a danger to persons.

(b) Other means of correction include, but are not limited to, the following:

(1) A conference between school personnel, the pupil's parent or guardian, and the pupil.

(2) Referrals to the school counselor, psychologist, social worker, child welfare attendance personnel, or other school support service personnel for case management and counseling.

(3) Study teams, guidance teams, resource panel teams, or other intervention-related teams that assess the behavior, and develop and implement individualized plans to address the behavior in partnership with the pupil and the pupil's parents.

(4) Referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program, or a plan adopted pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794(a)).

(5) Enrollment in a program for teaching prosocial behavior or anger management.

(6) Participation in a restorative justice program.

(7) A positive behavior support approach with tiered interventions that occur during the schoolday on campus.

(8) After school programs that address specific behavioral issues or expose pupils to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups.

(9) Any of the alternatives described in Section 48900.6.

(Amended by Stats. 2019, Ch. 497, Sec. 61. (AB 991) Effective January 1, 2020.)

#### 48900.6.

As part of or instead of disciplinary action prescribed by this article, the principal of a school, the principal's designee, the superintendent of schools, or the governing board may require a pupil to perform community service on school grounds or, with written permission of the parent or guardian of the pupil, off school grounds, during the pupil's nonschool hours. For the purposes of this section, "community service" may include, but is not limited to, work performed in the community or on school grounds in the areas of outdoor beautification, community or campus betterment, and teacher, peer, or youth assistance programs. This section does not apply if a pupil has been suspended, pending expulsion, pursuant to Section 48915. However, this section applies if the recommended expulsion is not implemented or is, itself, suspended by stipulation or other administrative action.

(Amended (as amended by Stats. 1995, Ch. 972) by Stats. 2000, Ch. 225, Sec. 1. Effective January 1, 2001.)

#### 48900.7.

(a) In addition to the reasons specified in Sections 48900, 48900.2, 48900.3, and 48900.4, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has made terroristic threats against school officials or school property, or both.

(b) For the purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family.

(Added by Stats. 1997, Ch. 405, Sec. 1. Effective January 1, 1998.)

#### 48900.8.

For purposes of notification to parents, and for the reporting of expulsion or suspension offenses to the department, each school district shall specifically identify, by offense committed, in all appropriate official records of a pupil each suspension or expulsion of that pupil for the commission of any of the offenses set forth in Section 48900, 48900.2, 48900.3, 48900.4, 48900.7, or 48915.

(Amended by Stats. 2005, Ch. 677, Sec. 33. Effective October 7, 2005.)

#### 48900.9.

(a) The superintendent of a school district, the principal of a school, or the principal's designee may refer a victim of, witness to, or other pupil affected by, an act of bullying, as defined in paragraph (1) of subdivision (r) of Section 48900, committed on or after January 1, 2015, to the school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and participation in a restorative justice program, as appropriate.

(b) A pupil who has engaged in an act of bullying, as defined in paragraph (1) of subdivision (r) of Section 48900, may also be referred to the school counselor, school psychologist, social worker, child welfare attendance personnel, or other school support service personnel for case management and counseling, or for participation in a restorative justice program, pursuant to Section 48900.5.

(Amended by Stats. 2015, Ch. 303, Sec. 104. (AB 731) Effective January 1, 2016.)

48901.

(a) No school shall permit the smoking or use of a tobacco product by pupils of the school while the pupils are on campus, or while attending school-sponsored activities or while under the supervision and control of school district employees.

(b) The governing board of any school district maintaining a high school shall take all steps it deems practical to discourage high school students from smoking.

(c) For purposes of this section, "smoking" has the same meaning as in subdivision (c) of Section 22950.5 of the Business and Professions Code.

(d) For purposes of this section, "tobacco product" means a product or device as defined in subdivision (d) of Section 22950.5 of the Business and Professions Code.

(Amended by Stats. 2016, 2nd Ex. Sess., Ch. 7, Sec. 9. (SB 5 2x) Effective June 9, 2016.)

48901.1.

Notwithstanding Section 47610 or any other law, commencing July 1, 2020, the following provisions apply to charter schools:

(a) A pupil enrolled in a charter school in kindergarten or any of grades 1 to 5, inclusive, shall not be suspended on the basis of having disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties, and those acts shall not constitute grounds for a pupil enrolled in a charter school in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion.

(b) A pupil enrolled in a charter school in any of grades 6 to 8, inclusive, shall not be suspended on the basis of having disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties. This subdivision is inoperative on July 1, 2025.

(Added by Stats. 2019, Ch. 279, Sec. 3. (SB 419) Effective January 1, 2020.)

48901.5.

(a) The governing board of each school district, or its designee, may regulate the possession or use of any electronic signaling device that operates through the transmission or receipt of radio waves, including, but not limited to, paging and signaling equipment, by pupils of the school district while the pupils are on campus, while attending school-sponsored activities, or while under the supervision and control of school district employees.

(b) No pupil shall be prohibited from possessing or using an electronic signaling device that is determined by a licensed physician and surgeon to be essential for the health of the pupil and use of which is limited to purposes related to the health of the pupil.

(Amended by Stats. 2002, Ch. 253, Sec. 2. Effective January 1, 2003.)

48901.7.

(a) The governing body of a school district, a county office of education, or a charter school may adopt a policy to limit or prohibit the use by its pupils of smartphones while the pupils are at a school site or while the pupils are under the supervision and control of an employee or employees of that school district, county office of education, or charter school.

(b) Notwithstanding subdivision (a), a pupil shall not be prohibited from possessing or using a smartphone under any of the following circumstances:

(1) In the case of an emergency, or in response to a perceived threat of danger.

(2) When a teacher or administrator of the school district, county office of education, or charter school grants permission to a pupil to possess or use a smartphone, subject to any reasonable limitation imposed by that teacher or administrator.

(3) When a licensed physician and surgeon determines that the possession or use of a smartphone is necessary for the health or well-being of the pupil.

(4) When the possession or use of a smartphone is required in a pupil's individualized education program.

(Added by Stats. 2019, Ch. 42, Sec. 2. (AB 272) Effective January 1, 2020.)

48902.

(a) The principal of a school or the principal's designee shall, before the suspension or expulsion of any pupil, notify the appropriate law enforcement authorities of the county or city in which the school is situated, of any acts of the pupil that may violate Section 245 of the Penal Code.

(b) The principal of a school or the principal's designee shall, within one schoolday after suspension or expulsion of any pupil, notify, by telephone or any other appropriate method chosen by the school, the appropriate law enforcement authorities of the county or the school district in which the school is situated of any acts of the pupil that may violate subdivision (c) or (d) of Section 48900.

(c) Notwithstanding subdivision (b), the principal of a school or the principal's designee shall notify the appropriate law enforcement authorities of the county or city in which the school is located of any acts of a pupil that may involve the possession or sale of narcotics or of a controlled substance or a violation of Section 626.9 or 626.10 of the Penal Code. The principal of a school or the principal's designee shall report any act specified in paragraph (1) or (5) of subdivision (c) of Section 48915 committed by a pupil or nonpupil on a schoolsite to the city police or county sheriff with jurisdiction over the school and the school security department or the school police department, as applicable.

(d) A principal, the principal's designee, or any other person reporting a known or suspected act described in subdivision (a) or (b) is not civilly or criminally liable as a result of making any report authorized by this article unless it can be proven that a false report was made and that the person knew the report was false or the report was made with reckless disregard for the truth or falsity of the report.

(e) The principal of a school or the principal's designee reporting a criminal act committed by a schoolage individual with exceptional needs, as defined in Section 56026, shall ensure that copies of the special education and disciplinary records of the pupil are transmitted, as described in Section 1415(k)(6) of Title 20 of the United States Code, for consideration by the appropriate authorities to whom he or she reports the criminal act. Any copies of the pupil's special education and disciplinary records may be transmitted only to the extent permissible under the federal Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Sec. 1232g et seq.).

(Amended by Stats. 2013, Ch. 76, Sec. 41. (AB 383) Effective January 1, 2014.)

48903.

(a) Except as provided in subdivision (g) of Section 48911 and in Section 48912, the total number of days for which a pupil may be suspended from school shall not exceed 20 schooldays in any school year, unless for purposes of adjustment, a pupil enrolls in or is transferred to another regular school, an opportunity school or class, or a continuation education school or class, in which case the total number of schooldays for which the pupil may be suspended shall not exceed 30 days in any school year.

(b) For the purposes of this section, a school district may count suspensions that occur while a pupil is enrolled in another school district toward the maximum number of days for which a pupil may be suspended in any school year.

(Amended by Stats. 1998, Ch. 527, Sec. 1. Effective January 1, 1999.)

48904.

(a) (1) Notwithstanding Section 1714.1 of the Civil Code, the parent or guardian of any minor whose willful misconduct results in injury or death to any pupil or any person employed by, or performing volunteer services for, a school district or private school or who willfully cuts, defaces, or otherwise injures in any way any property, real or personal, belonging to a school district or private school, or personal property of any school employee, shall be liable for all damages so caused by the minor. The liability of the parent or guardian shall not exceed ten thousand dollars (\$10,000), adjusted annually for inflation. The parent or guardian shall be liable also for the amount of any reward not exceeding ten thousand dollars (\$10,000), adjusted annually for inflation, paid pursuant to Section 53069.5 of the Government Code. The parent or guardian of a minor shall be liable to a school district or private school for all property belonging to the school district or private school loaned to the minor and not returned upon demand of an employee of the school district or private school authorized to make the demand.

(2) The Superintendent annually shall compute an adjustment of the liability limits prescribed by this subdivision to reflect the percentage change in the average annual value of the Implicit Price Deflator for State and Local Government Purchases of Goods and Services for the United States, as published by the United States Department of Commerce for the 12-month period ending in the prior fiscal year. The annual adjustment shall be rounded to the nearest one hundred dollars (\$100).

(b) (1) Any school district or private school whose real or personal property has been willfully cut, defaced, or otherwise injured, or whose property is loaned to a pupil and willfully not returned upon demand of an employee of the school district or private school authorized to make the demand may, after affording the pupil his or her due process rights, withhold the grades, diploma, and transcripts of the pupil responsible for the damage until the pupil or the pupil's parent or guardian has paid for the damages thereto, as provided in subdivision (a).

(2) The school district or private school shall notify the parent or guardian of the pupil in writing of the pupil's alleged misconduct before withholding the pupil's grades, diploma, or transcripts pursuant to this subdivision. When the minor and parent are unable to pay for the damages, or to return the property, the school district or private school shall provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the grades, diploma, and transcripts of the pupil shall be released.

(3) The governing board of each school district or governing body of each private school shall establish rules and regulations governing procedures for the implementation of this subdivision. The procedures shall conform to, but are not necessarily limited to, those procedures established in this code for the expulsion of pupils.

(Amended by Stats. 2012, Ch. 589, Sec. 10. (AB 2662) Effective January 1, 2013.)

48904.3.

(a) Upon receiving notice that a school district has withheld the grades, diploma, or transcripts of any pupil pursuant to Section 48904, any school district to which the pupil has transferred shall likewise withhold the grades, diploma, or transcripts of the pupil as authorized by that section, until the time that it receives notice, from the district that initiated the decision to withhold, that the decision has been rescinded under the terms of that section.

(b) Any school district that has decided to withhold a pupil's grades, diploma, or transcripts pursuant to Section 48904 shall, upon receiving notice that the pupil has transferred to any school district in this state, notify the parent or guardian of the pupil in writing that the decision to withhold will be enforced as specified in subdivision (a).

(c) For purposes of this section and Section 48904, "school district" is defined to include any county superintendent of schools.

(d) This section and Section 48904 shall also apply to the state special schools, as described in subdivision (a) of Section 48927.

(Amended by Stats. 2002, Ch. 492, Sec. 2. Effective January 1, 2003.)

48905.

An employee of a school district whose person or property is injured or damaged by the willful misconduct of a pupil who attends school in such district, when the employee or the employee's property is (1) located on property owned by the district, (2) being transported to or from an activity sponsored by the district or a school within the district, (3) present at an activity sponsored by such district or school, or (4) otherwise injured or damaged in retaliation for acts lawfully undertaken by the employee in execution of the employee's duties, may request the school district to pursue legal action against the pupil who caused the injury or damage, or the pupil's parent or guardian pursuant to Section 48904.

(Repealed and added by Stats. 1983, Ch. 498, Sec. 91. Effective July 28, 1983.)

48906.

When a principal or other school official releases a minor pupil to a peace officer for the purpose of removing the minor from the school premises, the school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer, and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, as defined in Section 11165.6 of the Penal Code, or pursuant to Section 305 of the Welfare and Institutions Code. In those cases, the school official shall provide the peace officer with the address and telephone number of the minor's parent or guardian. The peace officer shall take immediate steps to notify the parent, guardian, or responsible relative of the minor that the minor is in custody and the place where he or she is being held. If the officer has a reasonable belief that the minor would be endangered by a disclosure of the place where the minor is being held, or that the disclosure would cause the custody of the minor to be disturbed, the officer may refuse to disclose the place where the minor is being held for a period not to exceed 24 hours. The officer shall, however, inform the parent, guardian, or responsible relative whether the child requires and is receiving medical or other treatment. The juvenile court shall review any decision not to disclose the place where the minor is being held at a subsequent detention hearing.

(Amended by Stats. 2005, Ch. 279, Sec. 1. Effective January 1, 2006.)

48907.

(a) Pupils of the public schools, including charter schools, shall have the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards, the distribution of printed materials or petitions, the wearing of buttons, badges, and other insignia, and the right of expression in official publications, whether or not the publications or other means of expression are supported financially by the school or by use of school facilities, except that expression shall be prohibited which is obscene, libelous, or slanderous. Also prohibited shall be material that so incites pupils as to create a clear and present danger of the commission of unlawful acts on school premises or the violation of lawful school regulations, or the substantial disruption of the orderly operation of the school.

(b) The governing board or body of each school district or charter school and each county board of education shall adopt rules and regulations in the form of a written publications code, which shall include reasonable provisions for the time, place, and manner of conducting such activities within its respective jurisdiction.

(c) Pupil editors of official school publications shall be responsible for assigning and editing the news, editorial, and feature content of their publications subject to the limitations of this section. However, it shall be the responsibility of a journalism adviser or advisers of pupil publications within each school to supervise the production of the pupil staff, to maintain professional standards of English and journalism, and to maintain the provisions of this section.

(d) There shall be no prior restraint of material prepared for official school publications except insofar as it violates this section. School officials shall have the burden of showing justification without undue delay prior to a limitation of pupil expression under this section.

(e) "Official school publications" refers to material produced by pupils in the journalism, newspaper, yearbook, or writing classes and distributed to the student body either free or for a fee.

(f) This section does not prohibit or prevent the governing board or body of a school district or charter school from adopting otherwise valid rules and regulations relating to oral communication by pupils upon the premises of each school.

(g) An employee shall not be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a pupil engaged in the conduct authorized under this section, or refusing to infringe upon conduct that is protected by

this section, the First Amendment to the United States Constitution, or Section 2 of Article I of the California Constitution.

(Amended by Stats. 2010, Ch. 142, Sec. 2. (SB 438) Effective January 1, 2011.)

48908.

All pupils shall comply with the regulations, pursue the required course of study, and submit to the authority of the teachers of the schools.

(Repealed and added by Stats. 1983, Ch. 498, Sec. 91. Effective July 28, 1983.)

48909.

When a petition is requested in juvenile court or a complaint is filed in any court alleging that a minor of compulsory school attendance age or any pupil currently enrolled in a public school in a grade to and including grade 12 is a person who (a) has used, sold, or possessed narcotics or other hallucinogenic drugs or substances; (b) has inhaled or breathed the fumes of, or ingested any poison classified as such in Section 4160 of the Business and Professions Code; or (c) has committed felonious assault, homicide, or rape the district attorney may, within 48 hours, provide written notice to the superintendent of the school district of attendance, notwithstanding the provisions of Section 827 of the Welfare and Institutions Code, and to the pupil's parent or guardian.

(Amended by Stats. 1991, Ch. 1202, Sec. 1.)

48910.

(a) A teacher may suspend any pupil from class, for any of the acts enumerated in Section 48900, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the designee of the principal for appropriate action. If that action requires the continued presence of the pupil at the schoolsite, the pupil shall be under appropriate supervision, as defined in policies and related regulations adopted by the governing board of the school district. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. If practicable, a school counselor or a school psychologist may attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.

(b) A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

(c) A teacher may also refer a pupil, for any of the acts enumerated in Section 48900, to the principal or the designee of the principal for consideration of a suspension from the school.

(Amended by Stats. 2004, Ch. 895, Sec. 10. Effective January 1, 2005.)

48911.

(a) The principal of the school, the principal's designee, or the district superintendent of schools may suspend a pupil from the school for any of the reasons enumerated in Section 48900, and pursuant to Section 48900.5, for no more than five consecutive schooldays.

(b) Suspension by the principal, the principal's designee, or the district superintendent of schools shall be preceded by an informal conference conducted by the principal, the principal's designee, or the district superintendent of schools between the pupil and, whenever practicable, the teacher, supervisor, or school employee who referred the pupil to the principal, the principal's designee, or the district superintendent of schools. At the conference, the pupil shall be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension as required under Section 48900.5, and the evidence against him or her, and shall be given the opportunity to present his or her version and evidence in his or her defense.

(c) A principal, the principal's designee, or the district superintendent of schools may suspend a pupil without affording the pupil an opportunity for a conference only if the principal, the principal's designee, or the district superintendent of schools determines that an emergency situation exists. "Emergency situation," as used in this article, means a situation determined by the principal, the principal's designee, or the district superintendent of schools to constitute a clear and present danger to the life, safety, or health of pupils or school personnel. If a pupil is suspended without a conference before suspension, both the parent and the pupil shall be notified of the pupil's right to a conference and the pupil's right to return to school for the purpose of a conference. The conference shall be held within two schooldays, unless the pupil waives this right or is physically unable to attend for any reason, including, but not limited to, incarceration or hospitalization. The conference shall then be held as soon as the pupil is physically able to return to school for the conference.

(d) At the time of suspension, a school employee shall make a reasonable effort to contact the pupil's parent or guardian in person or by telephone. If a pupil is suspended from school, the parent or guardian shall be notified in writing of the suspension.

(e) A school employee shall report the suspension of the pupil, including the cause for the suspension, to the governing board of the school district or to the district superintendent of schools in accordance with the regulations of the governing board of the school district.

(f) (1) The parent or guardian of a pupil shall respond without delay to a request from school officials to attend a conference regarding his or her child's behavior.

(2) No penalties shall be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with school officials.

Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

(g) In a case where expulsion from a school or suspension for the balance of the semester from continuation school is being processed by the governing board of the school district, the district superintendent of schools or other person designated by the district superintendent of schools in writing may extend the suspension until the governing board of the school district has rendered a decision in the action. However, an extension may be granted only if the district superintendent of schools or the district superintendent's designee has determined, following a meeting in which the pupil and the pupil's parent or guardian are invited to participate, that the presence of the pupil at the school or in an alternative school placement would cause a danger to persons or property or a threat of disrupting the instructional process. If the pupil is a foster child, as defined in Section 48853.5, the district superintendent of schools or the district superintendent's designee, including, but not limited to, the educational liaison for the school district, shall also invite the pupil's attorney and an appropriate representative of the county child welfare agency to participate in the meeting. If the pupil or the pupil's parent or guardian has requested a meeting to challenge the original suspension pursuant to Section 48914, the purpose of the meeting shall be to decide upon the extension of the suspension order under this section and may be held in conjunction with the initial meeting on the merits of the suspension.

(h) (1) For purposes of this section, a "principal's designee" is one or more administrators at the schoolsite specifically designated by the principal, in writing, to assist with disciplinary procedures.

(2) In the event that there is not an administrator in addition to the principal at the schoolsite, a certificated person at the schoolsite may be specifically designated by the principal, in writing, as a "principal's designee," to assist with disciplinary procedures. The principal may designate only one person at a time as the principal's primary designee for the school year.

(3) An additional person meeting the requirements of this subdivision may be designated by the principal, in writing, to act for purposes of this article when both the principal and the principal's primary designee are absent from the schoolsite. The name of the person, and the names of any person or persons designated as "principal's designee," shall be on file in the principal's office.

(i) This section is not an exception to, nor does it place any limitation on, Section 48903.

(Amended by Stats. 2017, Ch. 445, Sec. 1. (AB 667) Effective January 1, 2018.)

48911.1.

(a) A pupil suspended from a school for any of the reasons enumerated in Sections 48900 and 48900.2 may be assigned, by the principal or the principal's designee, to a supervised suspension classroom for the entire period of suspension if the pupil poses no imminent danger or threat to the campus, pupils, or staff, or if an action to expel the pupil has not been initiated.

(b) Pupils assigned to a supervised suspension classroom shall be separated from other pupils at the schoolsite for the period of suspension in a separate classroom, building, or site for pupils under suspension.

(c) School districts may continue to claim apportionments for each pupil assigned to and attending a supervised suspension classroom provided as follows:

(1) The supervised suspension classroom is staffed as otherwise provided by law.

(2) Each pupil has access to appropriate counseling services.

(3) The supervised suspension classroom promotes completion of schoolwork and tests missed by the pupil during the suspension.

(4) Each pupil is responsible for contacting his or her teacher or teachers to receive assignments to be completed while the pupil is assigned to the supervised suspension classroom. The teacher shall provide all assignments and tests that the pupil will miss while suspended. If no classroom work is assigned, the person supervising the suspension classroom shall assign schoolwork.

(d) At the time a pupil is assigned to a supervised suspension classroom, a school employee shall notify, in person or by telephone, the pupil's parent or guardian. Whenever a pupil is assigned to a supervised suspension classroom for longer than one class period, a school employee shall notify, in writing, the pupil's parent or guardian.

(e) This section does not place any limitation on a school district's ability to transfer a pupil to an opportunity school or class or a continuation education school or class.

(f) Apportionments claimed by a school district for pupils assigned to supervised suspension shall be used specifically to mitigate the cost of implementing this section.

(Added by Stats. 1994, Ch. 1016, Sec. 2. Effective January 1, 1995.)

48911.2.

(a) If the number of pupils suspended from school during the prior school year exceeded 30 percent of the school's enrollment, the school should consider doing at least one of the following:

(1) Implement the supervised suspension program described in Section 48911.1.

(2) Implement an alternative to the school's off-campus suspension program, which involves a progressive discipline approach that occurs during the schoolday on campus, using any of the following activities:

(A) Conferences between the school staff, parents, and pupils.

(B) Referral to the school counselor, psychologist, child welfare attendance personnel, or other school support service staff.

(C) Detention.

(D) Study teams, guidance teams, resource panel teams, or other assessment-related teams.

(b) At the end of the academic year, the school may report to the district superintendent in charge of school support services, or other comparable administrator if that position does not exist, on the rate of reduction in the school's off-campus suspensions and the plan or activities used to comply with subdivision (a).

(c) It is the intent of the Legislature to encourage schools that choose to implement this section to examine alternatives to off-campus suspensions that lead to resolution of pupil misconduct without sending pupils off campus. Schools that use this section should not be precluded from suspending pupils to an off-campus site.

(Added by Stats. 1994, Ch. 1016, Sec. 3. Effective January 1, 1995.)

48911.5.

The site principal of a contracting nonpublic, nonsectarian school providing services to individuals with exceptional needs under Sections 56365 and 56366, shall have the same duties and responsibilities with respect to the suspension of pupils with previously identified exceptional needs prescribed for the suspension of pupils under Section 48911.

(Added by Stats. 1985, Ch. 907, Sec. 3. Effective September 23, 1985.)

48912.

(a) The governing board may suspend a pupil from school for any of the acts enumerated in Section 48900 for any number of schooldays within the limits prescribed by Section 48903.

(b) Notwithstanding the provisions of Section 35145 of this code and Section 54950 of the Government Code, the governing board of a school district shall, unless a request has been made to the contrary, hold closed sessions if the board is considering the suspension of, disciplinary action against, or any other action against, except expulsion, any pupil, if a public hearing upon that question would lead to the giving out of information concerning a school pupil which would be in violation of Article 5 (commencing with Section 49073) of Chapter 6.5.

(c) Before calling a closed session to consider these matters, the governing board shall, in writing, by registered or certified mail or by personal service, notify the pupil and the pupil's parent or guardian, or the pupil if the pupil is an adult, of the intent of the governing board to call and hold a closed session. Unless the pupil or the pupil's parent or guardian shall, in writing, within 48 hours after receipt of the written notice of the board's intention, request that the hearing be held as a public meeting, the hearing to consider these matters shall be conducted by the governing board in closed session. In the event that a written request is served upon the clerk or secretary of the governing board, the meeting shall be public, except that any discussion at that meeting which may be in conflict with the right to privacy of any pupil other than the pupil requesting the public meeting, shall be in closed session.

(Amended by Stats. 1992, Ch. 1360, Sec. 4. Effective January 1, 1993.)

48912.5.

The governing board of a school district may suspend a pupil enrolled in a continuation school or class for a period not longer than the remainder of the semester if any of the acts enumerated in Section 48900 occurred. The suspension shall meet the requirements of Section 48915.

(Added by Stats. 1983, Ch. 498, Sec. 91. Effective July 28, 1983.)

48913.

The teacher of any class from which a pupil is suspended may require the suspended pupil to complete any assignments and tests missed during the suspension.

(Repealed and added by Stats. 1983, Ch. 498, Sec. 91. Effective July 28, 1983.)

48913.5.

(a) Upon the request of a parent, a legal guardian or other person holding the right to make educational decisions for the pupil, or the affected pupil, a teacher shall provide to a pupil in any of grades 1 to 12, inclusive, who has been suspended from school for two or more schooldays the homework that the pupil would otherwise have been assigned.

(b) If a homework assignment that is requested pursuant to subdivision (a) and turned into the teacher by the pupil either upon the pupil's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the pupil's overall grade in the class.

(Added by Stats. 2019, Ch. 779, Sec. 3. (AB 982) Effective January 1, 2020.)

48914.

Each school district is authorized to establish a policy that permits school officials to conduct a meeting with the parent or guardian of a suspended pupil to discuss the causes, the duration, the school policy involved, and other matters pertinent to the suspension.

(Amended by Stats. 1987, Ch. 134, Sec. 6. Effective July 7, 1987.)

48915.



(a) (1) Except as provided in subdivisions (c) and (e), the principal or the superintendent of schools shall recommend the expulsion of a pupil for any of the following acts committed at school or at a school activity off school grounds, unless the principal or superintendent determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct:

(A) Causing serious physical injury to another person, except in self-defense.

(B) Possession of any knife or other dangerous object of no reasonable use to the pupil.

(C) Unlawful possession of any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for either of the following:

(i) The first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis.

(ii) The possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil by a physician.

(D) Robbery or extortion.

(E) Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee.

(2) If the principal or the superintendent of schools makes a determination as described in paragraph (1), he or she is encouraged to do so as quickly as possible to ensure that the pupil does not lose instructional time.

(b) Upon recommendation by the principal or the superintendent of schools, or by a hearing officer or administrative panel appointed pursuant to subdivision (d) of Section 48918, the governing board of a school district may order a pupil expelled upon finding that the pupil committed an act listed in paragraph (1) of subdivision (a) or in subdivision (a), (b), (c), (d), or (e) of Section 48900. A decision to expel a pupil for any of those acts shall be based on a finding of one or both of the following:

(1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.

(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

(c) The principal or superintendent of schools shall immediately suspend, pursuant to Section 48911, and shall recommend expulsion of a pupil that he or she determines has committed any of the following acts at school or at a school activity off school grounds:

(1) Possessing, selling, or otherwise furnishing a firearm. This subdivision does not apply to an act of possessing a firearm if the pupil had obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or the designee of the principal. This subdivision applies to an act of possessing a firearm only if the possession is verified by an employee of a school district. The act of possessing an imitation firearm, as defined in subdivision (m) of Section 48900, is not an offense for which suspension or expulsion is mandatory pursuant to this subdivision and subdivision (d), but it is an offense for which suspension, or expulsion pursuant to subdivision (e), may be imposed.

(2) Brandishing a knife at another person.

(3) Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.

(4) Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.

(5) Possession of an explosive.

(d) The governing board of a school district shall order a pupil expelled upon finding that the pupil committed an act listed in subdivision (c), and shall refer that pupil to a program of study that meets all of the following conditions:

(1) Is appropriately prepared to accommodate pupils who exhibit discipline problems.

(2) Is not provided at a comprehensive middle, junior, or senior high school, or at any elementary school.

(3) Is not housed at the schoolsite attended by the pupil at the time of suspension.

(e) Upon recommendation by the principal or the superintendent of schools, or by a hearing officer or administrative panel appointed pursuant to subdivision (d) of Section 48918, the governing board of a school district may order a pupil expelled upon finding that the pupil, at school or at a school activity off of school grounds violated subdivision (f), (g), (h), (i), (j), (k), (l), or (m) of Section 48900, or Section 48900.2, 48900.3, or 48900.4, and either of the following:

(1) That other means of correction are not feasible or have repeatedly failed to bring about proper conduct.

(2) That due to the nature of the violation, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

(f) The governing board of a school district shall refer a pupil who has been expelled pursuant to subdivision (b) or (e) to a program of study that meets all of the conditions specified in subdivision (d). Notwithstanding this subdivision, with respect to a pupil expelled pursuant to subdivision (e), if the county superintendent of schools certifies that an alternative program of study is not available at a site away from a comprehensive middle, junior, or senior high school, or an elementary school, and that the only option for placement is at another comprehensive middle, junior, or senior high school, or another elementary school, the pupil may be referred to a program of study that is provided at a comprehensive middle, junior, or senior high school, or at an elementary school.

(g) As used in this section, "knife" means any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing, a weapon with a blade fitted primarily for stabbing, a weapon with a blade longer than 3 1/2 inches, a folding knife with a blade that locks into place, or a razor with an unguarded blade.

(h) As used in this section, the term "explosive" means "destructive device" as described in Section 921 of Title 18 of the United States Code.

(Amended by Stats. 2012, Ch. 431, Sec. 3. (AB 2537) Effective January 1, 2013.)

48915.01

If the governing board of a school district has established a community day school pursuant to Section 48661 on the same site as a comprehensive

middle, junior, or senior high school, or at any elementary school, the governing board does not have to meet the condition in paragraph (2) of subdivision (d) of Section 48915 when the board, pursuant to subdivision (f) of Section 48915, refers a pupil to a program of study and that program of study is at the community day school. All the other conditions of subdivision (d) of Section 48915 are applicable to the referral as required by subdivision (f) of Section 48915.

(Added by Stats. 1996, Ch. 937, Sec. 3. Effective September 26, 1996.)

#### 48915.1.

(a) If the governing board of a school district receives a request from an individual who has been expelled from another school district for an act other than those described in subdivision (a) or (c) of Section 48915, for enrollment in a school maintained by the school district, the board shall hold a hearing to determine whether that individual poses a continuing danger either to the pupils or employees of the school district. The hearing and notice shall be conducted in accordance with the rules and regulations governing procedures for the expulsion of pupils as described in Section 48918. A school district may request information from another school district regarding a recommendation for expulsion or the expulsion of an applicant for enrollment. The school district receiving the request shall respond to the request with all deliberate speed but shall respond no later than five working days from the date of the receipt of the request.

(b) If a pupil has been expelled from his or her previous school for an act other than those listed in subdivision (a) or (c) of Section 48915, the parent, guardian, or pupil, if the pupil is emancipated or otherwise legally of age, shall, upon enrollment, inform the receiving school district of his or her status with the previous school district. If this information is not provided to the school district and the school district later determines the pupil was expelled from the previous school, the lack of compliance shall be recorded and discussed in the hearing required pursuant to subdivision (a).

(c) The governing board of a school district may make a determination to deny enrollment to an individual who has been expelled from another school district for an act other than those described in subdivision (a) or (c) of Section 48915, for the remainder of the expulsion period after a determination has been made, pursuant to a hearing, that the individual poses a potential danger to either the pupils or employees of the school district.

(d) The governing board of a school district, when making its determination whether to enroll an individual who has been expelled from another school district for these acts, may consider the following options:

(1) Deny enrollment.

(2) Permit enrollment.

(3) Permit conditional enrollment in a regular school program or another educational program.

(e) Notwithstanding any other provision of law, the governing board of a school district, after a determination has been made, pursuant to a hearing, that an individual expelled from another school district for an act other than those described in subdivision (a) or (c) of Section 48915 does not pose a danger to either the pupils or employees of the school district, shall permit the individual to enroll in a school in the school district during the term of the expulsion, provided that he or she, subsequent to the expulsion, either has established legal residence in the school district, pursuant to Section 48200, or has enrolled in the school pursuant to an interdistrict agreement executed between the affected school districts pursuant to Chapter 5 (commencing with Section 46600).

(Amended by Stats. 1996, Ch. 937, Sec. 4. Effective September 26, 1996.)

#### 48915.2.

(a) A pupil expelled from school for any of the offenses listed in subdivision (a) or (c) of Section 48915, shall not be permitted to enroll in any other school or school district during the period of expulsion unless it is a county community school pursuant to subdivision (c) of Section 1981, or a juvenile court school, as described in Section 48645.1, or a community day school pursuant to Article 3 (commencing with Section 48660) of Chapter 4 of Part 27.

(b) After a determination has been made, pursuant to a hearing under Section 48918, that an individual expelled from another school district for any act described in subdivision (a) or (c) of Section 48915 does not pose a danger to either the pupils or employees of the school district, the governing board of a school district may permit the individual to enroll in the school district after the term of expulsion, subject to one of the following conditions:

(1) He or she has established legal residence in the school district, pursuant to Section 48200.

(2) He or she is enrolled in the school pursuant to an interdistrict agreement executed between the affected school districts pursuant to Chapter 5 (commencing with Section 46600) of Part 26.

(Amended by Stats. 1995, Ch. 974, Sec. 3. Effective January 1, 1996. Operative July 1, 1996, by Sec. 9 of Ch. 974, which was amended by Stats. 1996, Ch. 937.)

#### 48915.5.

(a) An individual with exceptional needs, as defined in Section 56026, may be suspended or expelled from school in accordance with Section 1415(k) of Title 20 of the United States Code, the discipline provisions contained in Sections 300.530 to 300.537, inclusive, of Title 34 of the Code of Federal Regulations, and other provisions of this part that do not conflict with federal law and regulations.

(b) A free appropriate public education for individuals with exceptional needs suspended or expelled from school shall be in accordance with Section 1412(a)(1) of Title 20 of the United States Code and Section 300.530(d) of Title 34 of the Code of Federal Regulations.

(c) If an individual with exceptional needs is excluded from schoolbus transportation, the pupil is entitled to be provided with an alternative form of transportation at no cost to the pupil or parent or guardian provided that transportation is specified in the pupil's individualized education program.

(d) If the individual with exceptional needs is a foster child, as defined in Section 48853.5, and the local educational agency has proposed a change of placement due to an act for which a decision to recommend expulsion is at the discretion of the principal or the district superintendent of schools, the attorney for the individual with exceptional needs and an appropriate representative of the county child welfare agency shall be invited to participate in the individualized education program team meeting that makes a manifestation determination pursuant to Section 1415(k) of Title 20 of the United States Code. The invitation may be made using the most cost-effective method possible, which may include, but is not limited to, electronic mail or a telephone call.

(e) If the individual with exceptional needs is a homeless child or youth, as defined in Section 11434a(2) of Title 42 of the United States Code, and the local educational agency has proposed a change of placement due to an act for which a decision to recommend expulsion is at the discretion of the principal or the district superintendent of schools, the local educational agency liaison for homeless children and youth designated pursuant to Section 11432(g)(1)(J)(ii) of Title 42 of the United States Code shall be invited to participate in the individualized education program team meeting that makes a manifestation determination pursuant to Section 1415(k) of Title 20 of the United States Code. The invitation may be made using the most cost-effective method possible, which may include, but is not limited to, electronic mail or a telephone call.

(Amended by Stats. 2014, Ch. 767, Sec. 1. (AB 1806) Effective January 1, 2015.)

48916.

(a) An expulsion order shall remain in effect until the governing board, in the manner prescribed in this article, orders the readmission of a pupil. At the time an expulsion of a pupil is ordered for an act other than those described in subdivision (c) of Section 48915, the governing board shall set a date, not later than the last day of the semester following the semester in which the expulsion occurred, when the pupil shall be reviewed for readmission to a school maintained by the district or to the school the pupil last attended. If an expulsion is ordered during summer session or the intersession period of a year-round program the governing board shall set a date, not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred, when the pupil shall be reviewed for readmission to a school maintained by the district or to the school the pupil last attended. For a pupil who has been expelled pursuant to subdivision (c) of Section 48915, the governing board shall set a date of one year from the date the expulsion occurred, when the pupil shall be reviewed for readmission to a school maintained by the district, except that the governing board may set an earlier date for readmission on a case-by-case basis.

(b) The governing board shall recommend a plan of rehabilitation for the pupil at the time of the expulsion order, which may include, but not be limited to, periodic review as well as assessment at the time of review for readmission. The plan may also include recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs.

(c) The governing board of each school district shall adopt rules and regulations establishing a procedure for the filing and processing of requests for readmission and the process for the required review of all expelled pupils for readmission. Upon completion of the readmission process, the governing board shall readmit the pupil, unless the governing board makes a finding that the pupil has not met the conditions of the rehabilitation plan or continues to pose a danger to campus safety or to other pupils or employees of the school district. A description of the procedure shall be made available to the pupil and the pupil's parent or guardian at the time the expulsion order is entered.

(d) If the governing board denies the readmission of an expelled pupil pursuant to subdivision (c), the governing board shall make a determination either to continue the placement of the pupil in the alternative educational program initially selected for the pupil during the period of the expulsion order or to place the pupil in another program that may include, but need not be limited to, serving expelled pupils, including placement in a county community school.

(e) The governing board shall provide written notice to the expelled pupil and the pupil's parent or guardian describing the reasons for denying the pupil readmittance into the regular school district program. The written notice shall also include the determination of the educational program for the expelled pupil pursuant to subdivision (d). The expelled pupil shall enroll in that educational program unless the parent or guardian of the pupil elects to enroll the pupil in another school district.

(Amended by Stats. 2003, Ch. 552, Sec. 22. Effective January 1, 2004.)

48916.1.

(a) At the time an expulsion of a pupil is ordered, the governing board of the school district shall ensure that an educational program is provided to the pupil who is subject to the expulsion order for the period of the expulsion. Except for pupils expelled pursuant to subdivision (d) of Section 48915, the governing board of a school district is required to implement the provisions of this section only to the extent funds are appropriated for this purpose in the annual Budget Act or other legislation, or both.

(b) Notwithstanding any other provision of law, any educational program provided pursuant to subdivision (a) may be operated by the school district, the county superintendent of schools, or a consortium of districts or in joint agreement with the county superintendent of schools.

(c) Any educational program provided pursuant to subdivision (b) may not be situated within or on the grounds of the school from which the

pupil was expelled.

(d) If the pupil who is subject to the expulsion order was expelled from any of kindergarten or grades 1 to 6, inclusive, the educational program provided pursuant to subdivision (b) may not be combined or merged with educational programs offered to pupils in any of grades 7 to 12, inclusive. The district or county program is the only program required to be provided to expelled pupils as determined by the governing board of the school district. This subdivision, as it relates to the separation of pupils by grade levels, does not apply to community day schools offering instruction in any of kindergarten and grades 1 to 8, inclusive, and established in accordance with Section 48660.

(e) (1) Each school district shall maintain the following data:

(A) The number of pupils recommended for expulsion.

(B) The grounds for each recommended expulsion.

(C) Whether the pupil was subsequently expelled.

(D) Whether the expulsion order was suspended.

(E) The type of referral made after the expulsion.

(F) The disposition of the pupil after the end of the period of expulsion.

(2) The Superintendent may require a school district to report this data as part of the coordinated compliance review. If a school district does not report outcome data as required by this subdivision, the Superintendent may not apportion any further money to the school district pursuant to Section 48664 until the school district is in compliance with this subdivision. Before withholding the apportionment of funds to a school district pursuant to this subdivision, the Superintendent shall give written notice to the governing board of the school district that the school district has failed to report the data required by paragraph (1) and that the school district has 30 calendar days from the date of the written notice of noncompliance to report the requested data and thereby avoid the withholding of the apportionment of funds.

(f) If the county superintendent of schools is unable for any reason to serve the expelled pupils of a school district within the county, the governing board of that school district may enter into an agreement with a county superintendent of schools in another county to provide education services for the district's expelled pupils.

(Amended by Stats. 2005, Ch. 69, Sec. 3. Effective January 1, 2006.)

48916.5.

The governing board may require a pupil who is expelled from school for reasons relating to controlled substances, as defined in Sections 11054 to 11058, inclusive, of the Health and Safety Code, or alcohol, prior to returning to school to enroll in a county-supported drug rehabilitation program. No pupil shall be required to enroll in a rehabilitation program pursuant to this section without the consent of his or her parent or guardian.

(Added by Stats. 1988, Ch. 50, Sec. 1.)

48917.

(a) The governing board, upon voting to expel a pupil, may suspend the enforcement of the expulsion order for a period of not more than one calendar year and may, as a condition of the suspension of enforcement, assign the pupil to a school, class, or program that is deemed appropriate for the rehabilitation of the pupil. The rehabilitation program to which the pupil is assigned may provide for the involvement of the pupil's parent or guardian in his or her child's education in ways that are specified in the rehabilitation program. A parent or guardian's refusal to participate in the rehabilitation program shall not be considered in the governing board's determination as to whether the pupil has satisfactorily completed the rehabilitation program.

(b) The governing board shall apply the criteria for suspending the enforcement of the expulsion order equally to all pupils, including individuals with exceptional needs as defined in Section 56026.

(c) During the period of the suspension of the expulsion order, the pupil is deemed to be on probationary status.

(d) The governing board may revoke the suspension of an expulsion order under this section if the pupil commits any of the acts enumerated in Section 48900 or violates any of the district's rules and regulations governing pupil conduct. When the governing board revokes the suspension of an expulsion order, a pupil may be expelled under the terms of the original expulsion order.

(e) Upon satisfactory completion of the rehabilitation assignment of a pupil, the governing board shall reinstate the pupil in a school of the district and may also order the expungement of any or all records of the expulsion proceedings.

(f) A decision of the governing board to suspend an expulsion order does not affect the time period and requirements for the filing of an appeal of the expulsion order with the county board of education required under Section 48919. Any appeal shall be filed within 30 days of the original vote of the governing board.

(Amended by Stats. 1995, Ch. 95, Sec. 1. Effective January 1, 1996.)

48918.

The governing board of each school district shall establish rules and regulations governing procedures for the expulsion of pupils. These procedures shall include, but are not necessarily limited to, all of the following:

(a) (1) The pupil shall be entitled to a hearing to determine whether the pupil should be expelled. An expulsion hearing shall be held within 30 schooldays after the date the principal or the superintendent of schools determines that the pupil has committed any of the acts

enumerated in Section 48900, unless the pupil requests, in writing, that the hearing be postponed. The adopted rules and regulations shall specify that the pupil is entitled to at least one postponement of an expulsion hearing, for a period of not more than 30 calendar days. Any additional postponement may be granted at the discretion of the governing board of the school district.

(2) Within 10 schooldays after the conclusion of the hearing, the governing board of the school district shall decide whether to expel the pupil, unless the pupil requests in writing that the decision be postponed. If the hearing is held by a hearing officer or an administrative panel, or if the governing board of the school district does not meet on a weekly basis, the governing board of the school district shall decide whether to expel the pupil within 40 schooldays after the date of the pupil's removal from his or her school of attendance for the incident for which the recommendation for expulsion is made by the principal or the superintendent of schools, unless the pupil requests in writing that the decision be postponed.

(3) If compliance by the governing board of the school district with the time requirements for the conducting of an expulsion hearing under this subdivision is impracticable during the regular school year, the superintendent of schools or the superintendent's designee may, for good cause, extend the time period for the holding of the expulsion hearing for an additional five schooldays. If compliance by the governing board of the school district with the time requirements for the conducting of an expulsion hearing under this subdivision is impractical due to a summer recess of governing board meetings of more than two weeks, the days during the recess period shall not be counted as schooldays in meeting the time requirements. The days not counted as schooldays in meeting the time requirements for an expulsion hearing because of a summer recess of governing board meetings shall not exceed 20 schooldays, as defined in subdivision (c) of Section 48925, and unless the pupil requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days before the first day of school for the school year. Reasons for the extension of the time for the hearing shall be included as a part of the record at the time the expulsion hearing is conducted. Upon the commencement of the hearing, all matters shall be pursued and conducted with reasonable diligence and shall be concluded without any unnecessary delay.

(b) Written notice of the hearing shall be forwarded to the pupil at least 10 calendar days before the date of the hearing. The notice shall include all of the following:

(1) The date and place of the hearing.

(2) A statement of the specific facts and charges upon which the proposed expulsion is based.

(3) A copy of the disciplinary rules of the school district that relate to the alleged violation.

(4) A notice of the parent, guardian, or pupil's obligation pursuant to subdivision (b) of Section 48915.1.

(5) Notice of the opportunity for the pupil or the pupil's parent or guardian to appear in person or to be represented by legal counsel or by a nonattorney adviser, to inspect and obtain copies of all documents to be used at the hearing, to confront and question all witnesses who testify at the hearing, to question all other evidence presented, and to present oral and documentary evidence on the pupil's behalf, including witnesses. In a hearing in which a pupil is alleged to have committed or attempted to commit a sexual assault as specified in subdivision (n) of Section 48900 or to have committed a sexual battery as defined in subdivision (n) of Section 48900, a complaining witness shall be given five days' notice before being called to testify, and shall be entitled to have up to two adult support persons, including, but not limited to, a parent, guardian, or legal counsel, present during his or her testimony. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential. This subdivision shall not preclude the person presiding over an expulsion hearing from removing a support person whom the presiding person finds is disrupting the hearing. If one or both of the support persons is also a witness, the provisions of Section 868.5 of the Penal Code shall be followed for the hearing. This section does not require a pupil or the pupil's parent or guardian to be represented by legal counsel or by a nonattorney adviser at the hearing.

(A) For purposes of this section, "legal counsel" means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

(B) For purposes of this section, "nonattorney adviser" means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case, and has been selected by the pupil or pupil's parent or guardian to provide assistance at the hearing.

(c) (1) Notwithstanding Section 35145, the governing board of the school district shall conduct a hearing to consider the expulsion of a pupil in a session closed to the public, unless the pupil requests, in writing, at least five days before the date of the hearing, that the hearing be conducted at a public meeting. Regardless of whether the expulsion hearing is conducted in a closed or public session, the governing board of the school district may meet in closed session for the purpose of deliberating and determining whether the pupil should be expelled.

(2) If the governing board of the school district or the hearing officer or administrative panel appointed under subdivision (d) to conduct the hearing admits any other person to a closed deliberation session, the parent or guardian of the pupil, the pupil, and the counsel of the pupil also shall be allowed to attend the closed deliberations.

(3) If the hearing is to be conducted at a public meeting, and there is a charge of committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or to commit a sexual battery as defined in subdivision (n) of Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

(d) Instead of conducting an expulsion hearing itself, the governing board of the school district may contract with the county hearing officer, or with the Office of Administrative Hearings pursuant to Chapter 14 (commencing with Section 27720) of Part 3 of Division 2 of Title 3 of the Government Code and Section 35207 of this code, for a hearing officer to conduct the hearing. The governing board of the school district may also appoint an impartial administrative panel of three or more certificated persons, none of whom is a member of the governing board of the school district or employed on the staff of the school in which the pupil is enrolled. The hearing shall be conducted in accordance with all of the procedures established under this section.

(e) Within three schooldays after the hearing, the hearing officer or administrative panel shall determine whether to recommend the expulsion of the pupil to the governing board of the school district. If the hearing officer or administrative panel decides not to recommend expulsion, the expulsion proceedings shall be terminated and the pupil immediately shall be reinstated and permitted to return to the classroom instructional program from which the expulsion referral was made, unless the parent, guardian, or responsible adult of the pupil requests another school placement in writing. Before the placement decision is made by the parent, guardian, or responsible adult, the superintendent of schools or the superintendent's designee shall consult with school district personnel, including the pupil's teachers, and the parent, guardian, or responsible adult regarding any other school placement options for the pupil in addition to the option to return to his or her classroom instructional program from which the expulsion referral was made. If the hearing officer or administrative panel finds that the pupil committed any of the acts specified in subdivision (c) of Section 48915, but does not recommend expulsion, the pupil shall be immediately reinstated and may be referred to his or her prior school or another comprehensive school, or, pursuant to the procedures set forth in Section 48432.5, a continuation school of the school district. The decision not to recommend expulsion shall be final.

(f) (1) If the hearing officer or administrative panel recommends expulsion, findings of fact in support of the recommendation shall be prepared and submitted to the governing board of the school district. All findings of fact and recommendations shall be based solely on the evidence adduced at the hearing. If the governing board of the school district accepts the recommendation calling for expulsion, acceptance shall be based either upon a review of the findings of fact and recommendations submitted by the hearing officer or panel or upon the results of any supplementary hearing conducted pursuant to this section that the governing board of the school district may order.

(2) The decision of the governing board of the school district to expel a pupil shall be based upon substantial evidence relevant to the charges adduced at the expulsion hearing or hearings. Except as provided in this section, no evidence to expel shall be based solely upon hearsay evidence. The governing board of the school district or the hearing officer or administrative panel may, upon a finding that good cause exists, determine that the disclosure of either the identity of a witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the governing board of the school district or the hearing officer or administrative panel. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

(g) A record of the hearing shall be made. The record may be maintained by any means, including electronic recording, so long as a reasonably accurate and complete written transcription of the proceedings can be made.

(h) (1) Technical rules of evidence shall not apply to the hearing, but relevant evidence may be admitted and given probative effect only if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. A decision of the governing board of the school district to expel shall be supported by substantial evidence showing that the pupil committed any of the acts enumerated in Section 48900.

(2) In hearings that include an allegation of committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or to commit a sexual battery as defined in subdivision (n) of Section 48900, evidence of specific instances, of a complaining witness' prior sexual conduct is to be presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before the person conducting the hearing makes the determination on whether extraordinary circumstances exist requiring that specific instances of a complaining witness' prior sexual conduct be heard, the complaining witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

(i) (1) Before the hearing has commenced, the governing board of the school district may issue subpoenas at the request of either the superintendent of schools or the superintendent's designee or the pupil, for the personal appearance of percipient witnesses at the hearing. After the hearing has commenced, the governing board of the school district or the hearing officer or administrative panel may, upon request of either the county superintendent of schools or the superintendent's designee or the pupil, issue subpoenas. All subpoenas shall be issued in accordance with Sections 1985, 1985.1, and 1985.2 of the Code of Civil Procedure. Enforcement of subpoenas shall be done in accordance with Section 11455.20 of the Government Code.

(2) Any objection raised by the superintendent of schools or the superintendent's designee or the pupil to the issuance of subpoenas may be considered by the governing board of the school district in closed session, or in open session, if so requested by the pupil before the meeting. Any decision by the governing board of the school district in response to an objection to the issuance of subpoenas shall be final and binding.

(3) If the governing board of the school district, hearing officer, or administrative panel determines, in accordance with subdivision (f), that a

percipient witness would be subject to an unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as provided for in subdivision (f).

(4) Service of process shall be extended to all parts of the state and shall be served in accordance with Section 1987 of the Code of Civil Procedure. All witnesses appearing pursuant to subpoena, other than the parties or officers or employees of the state or any political subdivision of the state, shall receive fees, and all witnesses appearing pursuant to subpoena, except the parties, shall receive mileage in the same amount and under the same circumstances as prescribed for witnesses in civil actions in a superior court. Fees and mileage shall be paid by the party at whose request the witness is subpoenaed.

(j) Whether an expulsion hearing is conducted by the governing board of the school district or before a hearing officer or administrative panel, final action to expel a pupil shall be taken only by the governing board of the school district in a public session. Written notice of any decision to expel or to suspend the enforcement of an expulsion order during a period of probation shall be sent by the superintendent of schools or his or her designee to the pupil or the pupil's parent or guardian and shall be accompanied by all of the following:

(1) Notice of the right to appeal the expulsion to the county board of education.

(2) Notice of the education alternative placement to be provided to the pupil during the time of expulsion.

(3) Notice of the obligation of the parent, guardian, or pupil under subdivision (b) of Section 48915.1, upon the pupil's enrollment in a new school district, to inform that school district of the pupil's expulsion.

(k) (1) The governing board of the school district shall maintain a record of each expulsion, including the cause for the expulsion. Records of expulsions shall be nonprivileged, disclosable public records.

(2) The expulsion order and the causes for the expulsion shall be recorded in the pupil's mandatory interim record and shall be forwarded to any school in which the pupil subsequently enrolls upon receipt of a request from the admitting school for the pupil's school records.

(Amended by Stats. 2014, Ch. 837, Sec. 5, (SB 1111) Effective January 1, 2015.)

48918.1.

(a) (1) If the decision to recommend expulsion is a discretionary act and the pupil is a foster child, as defined in Section 48853.5, the governing board of the school district shall provide notice of the expulsion hearing to the pupil's attorney and an appropriate representative of the county child welfare agency at least 10 calendar days before the date of the hearing. The notice may be made using the most cost-effective method possible, which may include, but is not limited to, electronic mail or a telephone call.

(2) If a recommendation of expulsion is required and the pupil is a foster child, as defined in Section 48853.5, the governing board of the school district may provide notice of the expulsion hearing to the pupil's attorney and an appropriate representative of the county child welfare agency at least 10 calendar days before the date of the hearing. The notice may be made using the most cost-effective method possible, which may include, but is not limited to, electronic mail or a telephone call.

(b) (1) If the decision to recommend expulsion is a discretionary act and the pupil is a homeless child or youth, as defined in Section 11434a(2) of Title 42 of the United States Code, the governing board of the school district shall provide notice of the expulsion hearing to the local educational agency liaison for homeless children and youth designated pursuant to Section 11432(g)(1)(J)(ii) of Title 42 of the United States Code at least 10 calendar days before the date of the hearing. The notice may be made using the most cost-effective method possible, which may include, but is not limited to, electronic mail or a telephone call.

(2) If a recommendation of expulsion is required and the pupil is a homeless child or youth, as defined in Section 11434a(2) of Title 42 of the United States Code, the governing board of the school district may provide notice of the expulsion hearing to the local educational agency liaison for homeless children and youth designated pursuant to Section 11432(g)(1)(J)(ii) of Title 42 of the United States Code at least 10 calendar days before the date of the hearing. The notice may be made using the most cost-effective method possible, which may include, but is not limited to, electronic mail or a telephone call.

(Amended by Stats. 2014, Ch. 767, Sec. 2, (AB 1806) Effective January 1, 2015.)

48918.5.

In expulsion hearings involving allegations brought pursuant to subdivision (n) of Section 48900, the governing board of each school district shall establish rules and regulations governing procedures. The procedures shall include, but are not limited to, all of the following:

(a) At the time that the expulsion hearing is recommended, the complaining witness shall be provided with a copy of the applicable disciplinary rules and advised of his or her right to: (1) receive five days' notice of the complaining witness's scheduled testimony at the hearing, (2) have up to two adult support persons of his or her choosing, present in the hearing at the time he or she testifies; and (3) to have the hearing closed during the time they testify pursuant to subdivision (c) of Section 48918.

(b) An expulsion hearing may be postponed for one schoolday in order to accommodate the special physical, mental, or emotional needs of a pupil who is the complaining witness where the allegations arise under subdivision (n) of Section 48900.

(c) The district shall provide a nonthreatening environment for a complaining witness in order to better enable them to speak freely and accurately of the experiences that are the subject of the expulsion hearing, and to prevent discouragement of complaints. Each school district shall provide a room separate from the hearing room for the use of the complaining witness prior to and during breaks in testimony. In the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he or she may leave the hearing room. The person

conducting the hearing may arrange the seating within the hearing room of those present in order to facilitate a less intimidating environment for the complaining witness. The person conducting the hearing may limit the time for taking the testimony of a complaining witness to the hours he or she is normally in school, if there is no good cause to take the testimony during other hours. The person conducting the hearing may permit one of the complaining witness's support persons to accompany him or her to the witness stand.

(d) Whenever any allegation is made of conduct violative of subdivision (n) of Section 48900, complaining witnesses and accused pupils are to be advised immediately to refrain from personal or telephonic contact with each other during the pendency of any expulsion process.

(Added by Stats. 1996, Ch. 915, Sec. 6. Effective January 1, 1997.)

48918.6.

In addition to any other immunity that may exist, any testimony provided by a pupil witness in an expulsion hearing conducted pursuant to this article is expressly deemed to be a communication protected by subdivision (b) of Section 47 of the Civil Code.

(Added by Stats. 2002, Ch. 136, Sec. 1. Effective January 1, 2003.)

48919.

If a pupil is expelled from school, the pupil or the pupil's parent or guardian may, within 30 days following the decision of the governing board to expel, file an appeal to the county board of education which shall hold a hearing thereon and render its decision.

The county board of education, or in a class 1 or class 2 county a hearing officer or impartial administrative panel, shall hold the hearing within 20 schooldays following the filing of a formal request under this section. If the county board of education hears the appeal without a hearing conducted pursuant to Section 48919.5, then the board shall render a decision within three schooldays of the hearing conducted pursuant to Section 48920, unless the pupil requests a postponement.

The period within which an appeal is to be filed shall be determined from the date a governing board votes to expel even if enforcement of the expulsion action is suspended and the pupil is placed on probation pursuant to Section 48917. A pupil who fails to appeal the original action of the board within the prescribed time may not subsequently appeal a decision of the board to revoke probation and impose the original order of expulsion.

The county board of education shall adopt rules and regulations establishing procedures for expulsion appeals conducted under this section. If the county board of education in a class 1 or class 2 county elects to use the procedures in Section 48919.5, then the board shall adopt rules and regulations establishing procedures for expulsion appeals conducted under Section 48919.5. The adopted rules and regulations shall include, but need not be limited to, the requirements for filing a notice of appeal, the setting of a hearing date, the furnishing of notice to the pupil and the governing board regarding the appeal, the furnishing of a copy of the expulsion hearing record to the county board of education, procedures for the conduct of the hearing, and the preservation of the record of the appeal.

The pupil shall submit a written request for a copy of the written transcripts and supporting documents from the school district simultaneously with the filing of the notice of appeal with the county board of education. The school district shall provide the pupil with the transcriptions, supporting documents, and records within 10 schooldays following the pupil's written request. Upon receipt of the records, the pupil shall immediately file suitable copies of these records with the county board of education.

(Amended by Stats. 2000, Ch. 147, Sec. 1. Effective January 1, 2001.)

48919.5.

(a) A county board of education in a class 1 or class 2 county may have a hearing officer pursuant to Chapter 14 (commencing with Section 27720) of Part 3 of Title 3 of the Government Code, or an impartial administrative panel of three or more certificated persons appointed by the county board of education, hear appeals filed pursuant to Section 48919. The members of the impartial administrative panel shall not be members of the governing board of the school district nor employees of the school district, from which the pupil filing the appeal was expelled. Neither the hearing officer, nor any member of the administrative panel, hearing a pupil's appeal shall have been the hearing officer or a member of the administrative panel that conducted the pupil's expulsion hearing.

(b) A hearing conducted pursuant to this section shall not issue a final order of the county board. The hearing officer or impartial administrative panel shall prepare a recommended decision, including any findings or conclusions required for that decision, and shall submit that recommendation and the record to the county board of education within three schooldays of hearing the appeal.

(c) Sections 48919, 48920, 48921, 48922, 48923, and 48925 are applicable to a hearing conducted pursuant to this section.

(d) Within 10 schooldays of receiving the recommended decision and record from the hearing officer or the impartial administrative panel, the county board of education shall review the recommended decision and record and render a final order of the board.

(e) For purposes of this article, the following definitions shall apply:

(1) "Countywide ADA" means the aggregate number of annual units of regular average daily attendance for the fiscal year in all school districts within the county.

(2) "Class 1 county" means a county with 1994/95 countywide ADA of more than 500,000.

(3) "Class 2 county" means a county with 1994/95 countywide ADA of at least 180,000 but less than 500,000.

(Added by Stats. 1997, Ch. 417, Sec. 3. Effective January 1, 1998.)



**48920.**

Notwithstanding the provisions of Section 54950 of the Government Code and Section 35145 of this code, the county board of education shall hear an appeal of an expulsion order in closed session, unless the pupil requests, in writing, at least five days prior to the date of the hearing, that the hearing be conducted in a public meeting. Upon the timely submission of a request for a public meeting, the county board of education shall be required to honor the request. Whether the hearing is conducted in closed or public session, the county board may meet in closed session for the purpose of deliberations. If the county board admits any representative of the pupil or the school district, the board shall, at the same time, admit representatives from the opposing party.

(Repealed and added by Stats. 1983, Ch. 498, Sec. 91. Effective July 28, 1983.)

**48921.**

The county board of education shall determine the appeal from a pupil expulsion upon the record of the hearing before the district governing board, together with such applicable documentation or regulations as may be ordered. No evidence other than that contained in the record of the proceedings of the school board may be heard unless a de novo proceeding is granted as provided in Section 48923.

It shall be the responsibility of the pupil to submit a written transcription for review by the county board. The cost of the transcript shall be borne by the pupil except in either of the following situations:

(1) Where the pupil's parent or guardian certifies to the school district that he or she cannot reasonably afford the cost of the transcript because of limited income or exceptional necessary expenses, or both.

(2) In a case in which the county board reverses the decision of the local governing board, the county board shall require that the local board reimburse the pupil for the cost of such transcription.

(Repealed and added by Stats. 1983, Ch. 498, Sec. 91. Effective July 28, 1983.)

**48922.**

(a) The review by the county board of education of the decision of the governing board shall be limited to the following questions:

(1) Whether the governing board acted without or in excess of its jurisdiction.

(2) Whether there was a fair hearing before the governing board.

(3) Whether there was a prejudicial abuse of discretion in the hearing.

(4) Whether there is relevant and material evidence which, in the exercise of reasonable diligence, could not have been produced or which was improperly excluded at the hearing before the governing board.

(b) As used in this section, a proceeding without or in excess of jurisdiction includes, but is not limited to, a situation where an expulsion hearing is not commenced within the time periods prescribed by this article, a situation where an expulsion order is not based upon the acts enumerated in Section 48900, or a situation involving acts not related to school activity or attendance.

(c) For purposes of this section, an abuse of discretion is established in any of the following situations:

(1) If school officials have not met the procedural requirements of this article.

(2) If the decision to expel a pupil is not supported by the findings prescribed by Section 48915.

(3) If the findings are not supported by the evidence.

A county board of education may not reverse the decision of a governing board to expel a pupil based upon a finding of an abuse of discretion unless the county board of education also determines that the abuse of discretion was prejudicial.

(Repealed and added by Stats. 1983, Ch. 498, Sec. 91. Effective July 28, 1983.)

**48923.**

The decision of the county board shall be limited as follows:

(a) If the county board finds that relevant and material evidence exists which, in the exercise of reasonable diligence, could not have been produced or which was improperly excluded at the hearing before the governing board, it may do either of the following:

(1) Remand the matter to the governing board for reconsideration and may in addition order the pupil reinstated pending the reconsideration.

(2) Grant a hearing de novo upon reasonable notice thereof to the pupil and to the governing board. The hearing shall be conducted in conformance with the rules and regulations adopted by the county board under Section 48919.

(b) If the county board determines that the decision of the governing board is not supported by the findings required to be made by Section 48915, but evidence supporting the required findings exists in the record of the proceedings, the county board shall remand the matter to the governing board for adoption of the required findings. This remand for the adoption and inclusion of the required findings shall not result in an additional hearing pursuant to Section 48918, except that final action to expel the pupil based on the revised findings of fact shall meet all requirements of subdivisions (j) and (k) of Section 48918.

(c) In all other cases, the county board shall enter an order either affirming or reversing the decision of the governing board. In any case in which the county board enters a decision reversing the local board, the county board may direct the local board to expunge the record of the pupil and the records of the district of any references to the expulsion action and the expulsion shall be deemed not to have occurred.

(Amended by Stats. 2000, Ch. 147, Sec. 2. Effective January 1, 2001.)

48924.

The decision of the county board of education shall be final and binding upon the pupil and upon the governing board of the school district. The pupil and the governing board shall be notified of the final order of the county board, in writing, either by personal service or by certified mail. The order shall become final when rendered.

(Added by Stats. 1983, Ch. 498, Sec. 91. Effective July 28, 1983.)

48925.

As used in this article:

(a) "Day" means a calendar day unless otherwise specifically provided.

(b) "Expulsion" means removal of a pupil from (1) the immediate supervision and control, or (2) the general supervision, of school personnel, as those terms are used in Section 46300.

(c) "School day" means a day upon which the schools of the district are in session or weekdays during the summer recess.

(d) "Suspension" means removal of a pupil from ongoing instruction for adjustment purposes. However, "suspension" does not mean any of the following:

(1) Reassignment to another education program or class at the same school where the pupil will receive continuing instruction for the length of day prescribed by the governing board for pupils of the same grade level.

(2) Referral to a certificated employee designated by the principal to advise pupils.

(3) Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the pupil to the principal or the principal's designee as provided in Section 48910. Removal from a particular class shall not occur more than once every five schooldays.

(e) "Pupil" includes a pupil's parent or guardian or legal counsel.

(Added by Stats. 1983, Ch. 498, Sec. 91. Effective July 28, 1983.)

48926.

Each county superintendent of schools in counties that operate community schools pursuant to Section 1980, in conjunction with superintendents of the school districts within the county, shall develop a plan for providing education services to all expelled pupils in that county. The plan shall be adopted by the governing board of each school district within the county and by the county board of education.

The plan shall enumerate existing educational alternatives for expelled pupils, identify gaps in educational services to expelled pupils, and strategies for filling those service gaps. The plan shall also identify alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board.

Each county superintendent of schools, in conjunction with the superintendents of the school districts, shall submit to the Superintendent of Public Instruction the county plan for providing educational services to all expelled pupils in the county no later than June 30, 1997, and shall submit a triennial update to the plan to the Superintendent of Public Instruction, including the outcome data pursuant to Section 48916.1, on June 30th thereafter.

(Added by Stats. 1995, Ch. 974, Sec. 8. Effective January 1, 1996. Operative July 1, 1996, by Sec. 9 of Ch. 974, which was amended by Stats. 1996, Ch. 937.)

48927.

(a) This chapter shall also apply to pupils attending the California School for the Blind and the two California Schools for the Deaf, which shall be referred to as the "state special schools."

(b) Because the state special schools have a governance structure different from that of school districts, for the purposes of this section the following definitions shall apply:

(1) "Superintendent" means the appropriate principal of the state special school in which the pupil is enrolled, or the principal's designee, for purposes of Sections 48900, 48900.2, 48900.3, 48900.4, 48900.5, 48900.7, and 48911, and subdivisions (a) and (j) of Section 48918.

(2) "Governing board of each school district," "governing board of any school district," or "each governing board of a school district" means the Superintendent of Public Instruction or his or her designee for purposes of subdivision (a) of Section 48900.1, subdivision (b) of Section 48901, subdivision (b) of Section 48901.5, Section 48907, Section 48910, the first paragraph of Section 48918, and the first paragraph of Section 48918.5.

(3) "Governing board" means the Superintendent of the State Special School in which the pupil is enrolled for purposes of Section 48912, subdivision (d) of Section 48915, Section 48915.5, Section 48916, Section 48917, subdivisions (a), (c), (d), (f), (h), (i), (j), and (k) of Section 48918, and Sections 48921, 48922, 48923, and 48924.

(4) "Governing board" means the governing board of the district of residence of the expelled pupil for purposes of subdivision (f) of Section 48915 and Section 48916.1. In the case of an adult pupil expelled from a state special school, "governing board" means the governing board of the school district that referred the pupil to the state special school for purposes of the code section cited in

this paragraph.

(5) "Superintendent of schools or the governing board" means the appropriate principal of the state special school in which the pupil is enrolled, or the principal's designee, for the purposes of Section 48900.6.

(6) "School district" or "district" means the state special school in which the pupil is enrolled for purposes of Section 48900.8, subdivision (b) of Section 48903, Section 48905, Section 48909, Section 48914, paragraph (1) of subdivision (e) of Section 48916.1, subdivision (c) of Section 48918.5, Section 48919, Section 48920, and Section 48921.

(7) "County board of education" or "county board" means the Superintendent of Public Instruction or his or her designee for purposes of Sections 48920, 48921, 48922, 48923, and 48924.

(8) "Local educational agency" includes a state special school for purposes of Section 48902 and Section 48915.5.

(9) "A change in placement" for purposes of paragraph (2) of subdivision (a) of Section 48915.5 means a referral by the state special school to the pupil's school district of residence for placement in an appropriate interim alternative educational setting.

(10) "Individualized education program team" means the individualized education program team of the pupil's school district of residence with appropriate representation from the state special school in which the pupil is enrolled for purposes of subdivision (a) of Section 48915.5.2.

(11) "Individualized education program team" means the individualized education program team of the state special school in which the pupil is enrolled with appropriate representation from the pupil's school district of residence for purposes of subdivisions (b), (c), and (d) of Section 48915.5.3.

(c) Subdivision (b) of this section shall be deemed to provide the same due process procedural protections to pupils in the state special schools as afforded to pupils in the public school districts of the state.

(Amended by Stats. 2003, Ch. 62, Sec. 56.5. Effective January 1, 2004.)~~§48900(a) — (1) — Caused, attempted to cause, or threatened to cause physical injury to another person.~~

~~(2) — Willfully used force or violence upon the person of another, except in self-defense.~~

~~§48900(b) — Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.~~

~~§48900(c) — Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of any controlled substance listed in Chapter 2 (commencing with §11053 of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.~~

~~§48900(d) — Unlawfully offered, arranged, or negotiated to sell any controlled substance; listed in Chapter 2 (commencing with §11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and then either sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant of any kind.~~

~~§48900(e) — Committed or attempted to commit robbery or extortion.~~

~~§48900(f) — Caused or attempted to cause damage to school property or private property.~~

~~§48900(g) — Stole or attempted to steal school property or private property.~~

~~§48900(h) — Possessed or used tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.~~

~~§48900(i) — Committed an obscene act or engaged in habitual profanity or vulgarity.~~

~~§48900(j) — Unlawfully possessed, or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in §11014.5 of the Health and Safety Code.~~

~~§48900(k) — (1) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.~~

~~(2) Except as provided in Section 48910, a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in this subdivision, and this subdivision shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion. This paragraph shall become inoperative on July 1, 2018, unless a later enacted statute that becomes operative before July 1, 2018, deletes or extends that date.~~

~~§48900(l) — Knowingly received stolen school property or private property.~~

~~§48900(m) — Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.~~

~~§48900(n) — Committed or attempted to commit a sexual assault as defined in §261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in §243.4 of the Penal Code.~~

~~§48900(o) — Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.~~

~~§48900(p) — Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.~~

~~§48900(q) — Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.~~

~~§48900(r) — Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:~~

~~(1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:~~

~~(A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property;~~

~~(B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health;~~

~~(C) Causing a reasonable pupil to experience substantial interference with his or her academic performance;~~

~~(D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.~~

~~(2) (A) "Electronic act" means the creation and transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:~~

~~(i) A message, text, sound, or image;~~

~~(ii) A post on a social network Internet Web site, including, but not limited to:~~

~~(I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).~~

~~(II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261, directed specifically toward a pupil or school personnel, the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.~~

~~(III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1).~~

~~"False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.~~

~~(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.~~

~~(3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.~~

~~§48900(s) — A pupil shall not be suspended or expelled for any of the acts enumerated in this section, unless the act is related to a school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to a school activity or school attendance that occur at any time, including, but not limited to, any of the following:~~

~~(1) While on school grounds;~~

~~(2) While going to or coming from school;~~

~~(3) During the lunch period whether on or off the campus;~~

~~(4) During, or while going to or coming from, a school-sponsored activity.~~

~~§48900(t) — A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil who has been~~

adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).

§48900(u) As used in this section, "school property" includes, but is not limited to, electronic files and databases.

§48900(v) For a pupil subject to discipline under this section, a superintendent of the school district or principal may use his or her discretion to provide alternatives to suspension or expulsion that are age appropriate and designed to address and correct the pupil's specific misbehavior as specified in Section 48900.5.

§48900(w) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against a pupil who is truant, tardy, or otherwise absent from school activities.

§48900.1(a) The governing board of each school district may adopt a policy authorizing teachers to require the parent or guardian of a pupil who has been suspended by a teacher pursuant to Section 48910 for reasons specified in subdivision (i) or (k) of Section 48900, to attend a portion of a school day in the classroom of his or her child or ward. The policy shall take into account reasonable factors that may prevent compliance with a notice to attend. The attendance of the parent or guardian shall be limited to the class from which the pupil was suspended.

§48900.1(b) The policy shall be adopted pursuant to the procedures set forth in Sections 35291 and 35291.5. Parents and guardians shall be notified of this policy prior to its implementation. A teacher shall apply any policy adopted pursuant to this section uniformly to all pupils within the classroom. The adopted policy shall include the procedures that the district will follow to accomplish the following:

(1) Ensure that parents or guardians who attend school for the purposes of this section meet with the school administrator or his or her designee after completing the classroom visitation and before leaving the school site.

(2) Contact parents or guardians who do not respond to the request to attend school pursuant to this section.

§48900.1(c) If a teacher imposes the procedure pursuant to subdivision (a), the principal shall send a written notice to the parent or guardian stating that attendance by the parent or guardian is pursuant to law. This section shall apply only to a parent or guardian who is actually living with the pupil. (d) A parent or guardian who has received a written notice pursuant to subdivision (c) shall attend class as specified in the written notice. The notice may specify that the attendance of the parent or guardian be on the day the pupil is scheduled to return to class, or within a reasonable period of time thereafter, as established by the policy of the board adopted pursuant to subdivision (a).

§48900.2 In addition to the reasons specified in §48900, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed sexual harassment as defined in §212.5. For the purposes of this chapter, the conduct described in §212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall not apply to pupils enrolled in kindergarten and grades 1 to 3, inclusive. (Added by Stats. 1992, c. 909 (S.B. 1930), §2.)

§48900.3 In addition to the reasons specified in §48900 and §48900.2, a pupil in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has caused, attempted to cause, threatened to cause, or participated in an act of, hate violence, as defined in subdivision (e) of §33032.5. (Added by Stats. 1994, c. 1198 (A.B. 2543), §6.)

§48900.4 In addition to the grounds specified in §48900, §48900.2, and §48900.3, a pupil enrolled in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has intentionally engaged in harassment, threats, or intimidation, directed against a pupil or group of pupils, or staff that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of that pupil or group of pupils by creating an intimidating or hostile educational environment. (Added by Stats. 1994, c. 1017 (A.B. 2752), §1.)

§48900.5(a) Suspension, including supervised suspension as described in Section 48911.1, shall be imposed only when other means of correction fail to bring about proper conduct. A school district may document the other means of correction used and place that documentation in the pupil's record, which may be accessed pursuant to Section 49069. However, a pupil, including an individual with exceptional needs, as defined in Section 56026, may be suspended, subject to Section 1415 of Title 20 of the United States Code, for any of the reasons enumerated in Section 48900 upon a first offense, if the principal or superintendent of schools determines that the pupil violated subdivision (a), (b), (c), (d), or (e) of Section 48900 or that the pupil's presence causes a danger to persons.

§48900.5(b) Other means of correction include, but are not limited to, the following:

(1) A conference between school personnel, the pupil's parent or guardian, and the pupil.

(2) Referrals to the school counselor, psychologist, social worker, child welfare attendance personnel, or other school support service personnel for case management and counseling.

(3) Study teams, guidance teams, resource panel teams, or other intervention-related teams that assess the behavior, and develop and implement individualized plans to address the behavior in partnership with the pupil and his or her parents.

(4) Referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program, or a plan adopted pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794(a)).

~~(5) Enrollment in a program for teaching prosocial behavior or anger management.~~

~~(6.) Participation in a restorative justice program.~~

~~(7) A positive behavior support approach with tiered interventions that occur during the school day on campus.~~

~~(8) After school programs that address specific behavioral issues or expose pupils to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups.~~

~~(9) Any of the alternatives described in Section 48900.6.~~

~~§48900.6 As part of or instead of disciplinary action prescribed by this article, the principal of a school, the principal's designee, the superintendent of schools, or the governing board may require a pupil to perform community service on school grounds or, with written permission of the parent or guardian of the pupil, off school grounds, during the pupil's non school hours. For the purposes of this section, "community service" may include, but is not limited to, work performed in the community or on school grounds in the areas of outdoor beautification, community or campus betterment, and teacher, peer, or youth assistance programs. This section does not apply if a pupil has been suspended, pending expulsion, pursuant to Section 48915. However, this section applies if the recommended expulsion is not implemented or is, itself, suspended by stipulation or other administrative action.~~

~~§48900.7 In addition to the reasons specified in Sections 48900, 48900.2, 48900.3, and 48900.4, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has made terroristic threats against school officials or school property, or both. For the purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family. (Added by Stats. 197, c. 405 (A.B.307), §1.)~~

~~§48900.8 For purposes of notification to parents, and for the reporting of expulsion or suspension offenses to the department, each school district shall specifically identify, by offense committed, in all appropriate official records of a pupil each suspension or expulsion of that pupil for the commission of any of the offenses set forth in Section 48900, 48900.2, 48900.3, 48900.4, 48900.7, or 48915.~~

~~§48900.9(a) The superintendent of a school district, the principal of a school, or the principal's designee may refer a victim of, witness to, or other pupil affected by, an act of bullying, as defined in paragraph (1) of subdivision (r) of Section 48900, committed on or after January 1, 2015, to the school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and participation in a restorative justice program, as appropriate.~~

~~§48900.9(b) A student who has engaged in an act of bullying, as defined in paragraph (1) of subdivision (r) of Section 48900, may also be referred to the school counselor, school psychologist, social worker, child welfare attendance personnel, or other school support service personnel for case management and counseling, or for participation in a restorative justice program, pursuant to Section~~

## BOARD MUST FIND CONDITIONS TO EXPEL

§48915(a) Except as provided in subdivisions (c) and (e), the principal or the superintendent of schools shall recommend the expulsion of a pupil for any of the following acts committed at school or at a school activity off school grounds, unless the principal or superintendent determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct:

(1) Causing serious physical injury to another person, except in self-defense.

(2) Possession of any knife or other dangerous object of no reasonable use to the pupil.

(3) Unlawful possession of any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for either of the following:

(i) The first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis.

(ii) The possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil by a physician.

(4) Robbery or extortion.

(5) Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee. If the principal or the superintendent of schools makes a determination as described in paragraph (1), he or she is encouraged to do so as quickly as possible to ensure that the pupil does not lose instructional time.

- §48915(b) Upon recommendation by the principal or the superintendent of schools, or by a hearing officer or administrative panel appointed pursuant to subdivision (d) of Section 48918, the governing board of a school district may order a pupil expelled upon finding that the pupil committed an act listed in paragraph (1) of subdivision (a) or in subdivision (a), (b), (c), (d), or (e) of Section 48900. A decision to expel a pupil for any of those acts shall be based on a finding of one or both of the following:
- (1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
  - (2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.
- §48915(c) The principal or superintendent of schools shall immediately suspend, pursuant to Section 48911, and shall recommend expulsion of a pupil that he or she determines has committed any of the following acts at school or at a school activity off school grounds:
- (1) Possessing, selling, or otherwise furnishing a firearm. This subdivision does not apply to an act of possessing a firearm if the pupil had obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or the designee of the principal. This subdivision applies to an act of possessing a firearm only if the possession is verified by an employee of a school district. The act of possessing an imitation firearm, as defined in subdivision (m) of Section 48900, is not an offense for which suspension or expulsion is mandatory pursuant to this subdivision and subdivision (d), but it is an offense for which suspension, or expulsion pursuant to subdivision may be imposed.
  - (2) Brandishing a knife at another person.
  - (3) Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.
  - (4) Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.
  - (5) Possession of an explosive.
- §48915(d) The governing board of a school district shall order a pupil expelled upon finding that the pupil committed an act listed in subdivision (c), and shall refer that pupil to a program of study that meets all of the following conditions:
- (1) Is appropriately prepared to accommodate pupils who exhibit discipline problems.
  - (2) Is not provided at a comprehensive middle, junior, or senior high school, or at any elementary school.
  - (3) Is not housed at the school site attended by the pupil at the time of suspension.
- §48915(e) Upon recommendation by the principal or the superintendent of schools, or by a hearing officer or administrative panel appointed pursuant to subdivision (d) of Section 48918, the governing board of a school district may order a pupil expelled upon finding that the pupil, at school or at a school activity off of school grounds violated subdivision (f), (g), (h), (i), (j), (k), (l), or (m) of Section 48900, or Section 48900.2, 48900.3, or 48900.4, and either of the following:
- (1) That other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
  - (2) That due to the nature of the violation, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.
- §48915(f) The governing board of a school district shall refer a pupil who has been expelled pursuant to subdivision (b) or (e) to a program of study that meets all of the conditions specified in subdivision (d). Notwithstanding this subdivision, with respect to a pupil expelled pursuant to subdivision (e), if the county superintendent of schools certifies that an alternative program of study is not available at a site away from a comprehensive middle, junior, or senior high school, or an elementary school, and that the only option for placement is at another comprehensive middle, junior, or senior high school, or another elementary school, the pupil may be referred to a program of study that is provided at a comprehensive middle, junior, or senior high school, or at an elementary school.
- §48915(g) As used in this section, "knife" means any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing, a weapon with a blade fitted primarily for stabbing, a weapon with a blade longer than 3 1/2 inches, a folding knife with a blade that locks into place, or a razor with an unguarded blade.
- §48915(h) As used in this section, the term "explosive" means "destructive device" as described in Section 921 of Title 18 of the United States Code.

## **BOARD MUST EXPEL**

- §48915(c) The principal or superintendent of schools shall immediately suspend, pursuant to §48911 and shall recommend expulsion of a pupil that he or she determines has committed any of the following acts at school or at a school activity off school grounds:
- (1) Possessing, selling, or otherwise furnishing a firearm. This subdivision does not apply to an act of possessing a firearm if the pupil had obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or the designee of the principal. This subdivision applies to an act of possessing a firearm only if the possession is verified by an employee of a school district.
  - (2) Brandishing a knife at another person.
  - (3) Unlawfully selling a controlled substance.
  - (4) Committing or attempting to commit a sexual assault as defined in subdivision (n) of §48900 or committing a sexual battery as defined in subdivision (n) of §48900.

(5) Possession of an explosive.

§48916(a) At the time an expulsion of a pupil is ordered for an act other than those described in subdivision (c) of §48915, the governing board shall set a date, not later than the last day of the semester following the semester in which the expulsion occurred, when the pupil shall be reviewed for readmission to a school maintained by the district or to the school the pupil last attended. For a pupil who has been expelled pursuant to subdivision (c) of §48915, the governing board shall set a date of one year from the date the expulsion occurred, when the pupil shall be reviewed for readmission to a school maintained by the district, except that the governing board may set an earlier date for readmission on a case-by-case basis.

#### **EXPULSION PROCESS**

The student shall be entitled to a due process hearing to determine whether a recommendation for expulsion should be made to the Board of Trustees. An Administrative Hearing Panel shall convene within 30 school days of the date the superintendent, principal or the principal's designee determines that the student has committed any of the acts enumerated in Education Code Section 48900, 48900.2, 48900.3, 48900.4, 48915 and/or 48916. The adopted rules and regulations shall require that the student shall be entitled to at least one postponement. Thereafter, any additional postponement may be granted at the discretion of the Board of Trustees.

The superintendent, or the superintendent's designee, in writing may extend the suspension until such time as the Board of Trustees renders a decision in the action. However, an extension may be granted only if the superintendent, or the superintendent's designee, has determined, following a meeting in which the student and the student's parent/guardian are invited to participate, that the presence of the student at the school or in an alternative school placement would cause a danger to persons or property or a threat of disrupting the instructional process. Written notice of the hearing shall be forwarded to the student and the parent/guardian at least ten calendar days prior to the date of the hearing. A parent may waive this ten-day requirement. The notice shall include: the date and place of the hearing; a statement of the specific facts and charges upon which the proposed expulsion is based; a copy of the disciplinary rules of the district which relate to the alleged violation; and the opportunity for the student and the student's parent/guardian to appear in person, or employ and be represented by counsel, to inspect and obtain copies of all documents to be used at the hearing, confront and question all witnesses who testify at the hearing, to question all other evidence presented, and to present oral and documentary evidence on the student's behalf, including witnesses.

An administrative panel shall conduct a hearing to consider the recommendation of a student in a session closed to the public. Within three school days following the hearing, the administrative panel shall determine whether to recommend the expulsion of the student to the Board of Trustees. This recommendation will be forwarded to the student and parent/guardian.

The Board of Trustees shall conduct a hearing in private, unless the student requests in writing at least five days prior to the date of the hearing that the hearing be conducted at a public meeting. Regardless of whether the expulsion hearing is conducted in a closed or public session, the Board of Trustees may meet in closed session for the purpose of deliberating and determining if the student should be expelled. If the student and the student's parent/guardian are not in agreement with the recommendations, or wish to make other comments, they will be given an opportunity to do so.

A decision of the Board of Trustees whether or not to expel a student shall be made within ten school days following the conclusion of the hearing.

**An appeal of the Board of Trustees may be made to the Board of Education of Sacramento, Office of Superintendent of Schools. Such an appeal must be presented to the County Superintendent of Education within thirty (30) days following the Board of Trustees' decision.**



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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: March 8, 2022

Attachments:   X  

Item Number:   21  

From: Tammy Busch, Chief Business Officer

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

**SUBJECT:**

Request to Approve the First Reading of the Board Policy 1330 and Exhibit 1330, Use of School Facilities.

**BACKGROUND:**

Changes in legislation and amendments to laws lead to necessary/mandated changes in District Board Policies and Exhibits and increased district costs associated with facilities. The Use of Facilities Fee Scheduled has not been updated since 2005.

**STATUS:**

Attached is the Board Policy 1330, Fee schedule, update use of facilities form, and rules and regulations for use of district facilities.

**PRESENTER:**

Tammy Busch, Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT: N/A**

**COST AND FUNDING SOURCES: NOT APPLICABLE: N/A**

**RECOMMENDATION:**

That the Board approves the First Reading of Board Policy 1330 and Exhibit 1330, Use of School Facilities.

Time allocated: 3 minutes

**Policy 1330: Use Of School Facilities**

**Status: DRAFT**

**Original Adopted Date:** 10/09/2018 | **Last Revised Date:** Pending

The Governing Board believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

The Superintendent or designee shall give priority to school-related activities in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities
2. Preserve order in school facilities and on school grounds and protect school facilities, designating a person to supervise this task, if necessary
3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities or grounds on those days on which district schools are closed. (Education Code 37220)

There shall be no advertising on school facilities and grounds except as allowed by district policy specified in BP 1325 - Advertising and Promotion.

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the district and the community.

**Fees**

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041. (5 CCR 14041)

The Board authorizes the use of school facilities or grounds without charge to school-related organizations whose activities are directly related to or for the benefit of district schools. All other groups requesting the use of school facilities under the Civic Center Act shall be charged an amount not exceeding direct costs determined in accordance with 5 CCR 14037-14041.

Additionally, when any use of school facilities or grounds is for religious services, the district shall charge an amount at least equal to the district's direct costs. (Education Code 38134)

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

### **Calculating Direct Costs**

Direct costs to be charged for community use of each, or each type of, school facility or grounds shall be calculated in accordance with 5 CCR 14038 and may reflect the community's proportionate share of the following costs: (Education Code 38134; 5 CCR 14038-14041)

1. Capital direct costs calculated in accordance with 5 CCR 14039, including the estimated costs of maintenance, repair, restoration, and refurbishment of non-classroom space school facilities or grounds
2. Operational direct costs calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services performed by district employees and/or contracted workers, and salaries and benefits paid to district employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and grounds

Direct cost fees shall not be discounted to any group or organization except when the discount is specifically authorized in the adopted fee schedule. (5 CCR 14041)

### **Expending Funds Collected as Capital Direct Costs**

Any funds collected as capital direct costs shall be deposited into a special fund to be used only for capital maintenance, repair, restoration, and refurbishment of school facilities and grounds. (5 CCR 14042)

### **Use of School Facility as Polling Place**

The Board may authorize the use of school buildings as polling places on any election day, and may also authorize the use of school buildings, without cost, for the storage of voting machines and other vote-tabulating devices. However, if a city or county elections official specifically requests the use of a school building as a polling place, the Board shall allow its use for such purpose. If school will be in session, the Superintendent or designee shall identify to elections officials the specific areas of the school buildings not occupied by school activities that will be allowed for use as polling places. (Elections Code 12283)

When a school is used as a polling place, the Superintendent or designee shall provide the elections official a site with an adequate amount of space that will allow the precinct board to perform its duties in a manner that will not impede, interfere, or interrupt the normal process of voting and shall make a telephone line for Internet access available for use by local elections officials if so requested. He/she shall make a reasonable effort to ensure that the site is accessible to persons with disabilities. (Elections Code 12283)

The Superintendent or designee shall establish procedures to ensure student safety and minimize disruptions whenever school is in session while the facilities are being used as a polling place.

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
5 CCR 14037-14042	Proportionate direct costs for use of school facilities and grounds
Bus. Code 25608	<a href="#">Alcohol on school property; use in connection with instruction</a>
Ed. Code 10900-10914.5	<a href="#">Community recreation programs</a>
Ed. Code 32282	School safety plans
Ed. Code 37220	School holidays
Ed. Code 38130-38138	Civic Center Act, use of school property for public purposes
Elec. Code 12283	Polling places: schools
Gov. Code 54950-54963	The Ralph M. Brown Act
M&V Code 1800	Definitions
<b>Federal</b>	<b>Description</b>
20 USC 7905	Equal access to public school facilities
40 CFR 141.1-141.723	Drinking water standards
<b>Management Resources</b>	<b>Description</b>
Attorney General Opinion	79 Ops.Cal.Atty.Gen. 248 (1996)
Attorney General Opinion	82 Ops.Cal.Atty.Gen. 90 (1999)
Court Decision	Ellis v. Board of Education, (1945) 27 Cal.2d 322
Court Decision	Good News Club v. Milford Central School, (2001) 533 U.S. 98
Court Decision	Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384
Court Decision	ACLU v. Board of Education of Los Angeles, (1961) 55 Cal .2d 167
Court Decision	Cole v. Richardson, (1972) 405 U.S. 676
Court Decision	Connell v. Higgenbotham, (1971) 403 U.S. 207
CSBA Publication	Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009
CSBA Publication	Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010
Website	<a href="#">California Department of Education</a>
Website	<a href="#">CSBA</a>

### Cross References

<b>Code</b>	<b>Description</b>
0410	<a href="#">Nondiscrimination In District Programs And Activities</a>

0450	<a href="#">Comprehensive Safety Plan</a>
0450	<a href="#">Comprehensive Safety Plan</a>
0470	<a href="#">COVID-19 Mitigation Plan</a>
1000	<a href="#">Concepts And Roles</a>
1160	<a href="#">Political Processes</a>
1230	<a href="#">School-Connected Organizations</a>
1230	<a href="#">School-Connected Organizations</a>
1325	<a href="#">Advertising And Promotion</a>
1330.1	<a href="#">Joint Use Agreements</a>
1400	<a href="#">Relations Between Other Governmental Agencies And The Schools</a>
3280	<a href="#">Sale Or Lease Of District-Owned Real Property</a>
3280	<a href="#">Sale Or Lease Of District-Owned Real Property</a>
3513.3	<a href="#">Tobacco-Free Schools</a>
3513.3	<a href="#">Tobacco-Free Schools</a>
3513.4	<a href="#">Drug And Alcohol Free Schools</a>
3515.2	<a href="#">Disruptions</a>
3515.2	<a href="#">Disruptions</a>
3515.21	<a href="#">Unmanned Aircraft Systems (Drones)</a>
3516	<a href="#">Emergencies And Disaster Preparedness Plan</a>
3516	<a href="#">Emergencies And Disaster Preparedness Plan</a>
3530	<a href="#">Risk Management/Insurance</a>
3530	<a href="#">Risk Management/Insurance</a>
4119.25	<a href="#">Political Activities Of Employees</a>
4119.25	<a href="#">Political Activities Of Employees</a>
4219.25	<a href="#">Political Activities Of Employees</a>
4219.25	<a href="#">Political Activities Of Employees</a>
4319.25	<a href="#">Political Activities Of Employees</a>
4319.25	<a href="#">Political Activities Of Employees</a>
5148.2	<a href="#">Before/After School Programs</a>
5148.2	<a href="#">Before/After School Programs</a>
5148.3	<a href="#">Preschool/Early Childhood Education</a>
5148.3	<a href="#">Preschool/Early Childhood Education</a>
6111	<a href="#">School Calendar</a>
6115	<a href="#">Ceremonies And Observances</a>

6115	<a href="#"><u>Ceremonies And Observances</u></a>
6141.2	<a href="#"><u>Recognition Of Religious Beliefs And Customs</u></a>
6141.2	<a href="#"><u>Recognition Of Religious Beliefs And Customs</u></a>
6145	<a href="#"><u>Extracurricular And Cocurricular Activities</u></a>
6145	<a href="#"><u>Extracurricular And Cocurricular Activities</u></a>
6145.5	<a href="#"><u>Student Organizations And Equal Access</u></a>
6145.5	<a href="#"><u>Student Organizations And Equal Access</u></a>
7160	<a href="#"><u>Charter School Facilities</u></a>
7160	<a href="#"><u>Charter School Facilities</u></a>
9320	<a href="#"><u>Meetings And Notices</u></a>

**River Delta Unified School District**  
Application for Use of School Facilities Permit  
2 Week Notice Required

**Check List**

An application will not be considered complete without the submittal of all applicable items.  
Please be prepared to submit all items listed below at the time of application.

- Facilities Use Application Form** submitted two (2) weeks prior to the date of use – all areas must be completed
- Insurance** – Certificate of Insurance and an Additional Endorsement, naming the River Delta School District, its officers, employees, agents, and volunteers as Additional Insured in the amount of \$1,000,000 per occurrence.
  - Certificate already on file
- Food Sales** – The organization responsible for a community event at which food/beverages are sold/donated shall obtain an Environmental Health Permit. The organization is cooking, prepping and serving food from a district cafeteria for a community event shall have a person who is ServSafe certified at the event or will be charged for a district employee cafeteria staff member who is ServSafe certified.
- Alcohol Sales** – The organization responsible for a community event at which alcohol is being served will obtain or hire services licensed by the California Department of Alcoholic Beverage Control (ABC).
  - Attached should also be the security company that has been hired with alcoholic beverages being served.
- \$100 Security deposit** – This will be applied towards facility use fee(s) as applicable.

**River Delta Unified School District**  
 Application for Use of School Facilities Permit  
 2 Week Notice Required

**YOU MUST HAVE THE PERMIT WITH YOU ON THE DAY OF THE EVENT**

Date of Application \_\_\_\_\_

Name of Organization \_\_\_\_\_

Authorized Agent or Individual Applicant Name and Title \_\_\_\_\_

Billing Address \_\_\_\_\_

Non-Profit ID#: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Person in charge of event, if different from authorized agent \_\_\_\_\_

Cell Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**School Site Requested:** \_\_\_\_\_

Purpose of meeting or activity \_\_\_\_\_

Estimated Attendance \_\_\_\_\_ Admission Charged? \_\_\_\_\_ Yes \_\_\_\_\_ No If yes, Amount \$ \_\_\_\_\_

If yes, will the net proceeds be expended for the welfare of pupils of RDUSD or for charitable purposes to benefit District residents? \_\_\_\_\_ Yes \_\_\_\_\_ No

Will Alcohol be served? \_\_\_\_\_ Yes \_\_\_\_\_ No

Will Alcohol be sold? \_\_\_\_\_ Yes \_\_\_\_\_ No

This organization is (profit)/ (non-profit), and (youth exclusive)/(Non-youth exclusive)

Start Date	End Date	Day(s) of the Week	Start Time	End Time

**Facility to Be Used**

- ( ) Classroom # \_\_\_\_\_
- ( ) Cafeteria
- ( ) Kitchen
- ( ) Library
- ( ) Athletic Field
- ( ) Multipurpose Room
- ( ) Playground
- ( ) Parking Lot
- ( ) Restrooms

**Equipment Requested**

- ( ) PA system
- ( ) Chairs # \_\_\_\_\_
- ( ) Tables # \_\_\_\_\_
- ( ) Benches # \_\_\_\_\_
- ( ) Kitchen Equipment: \_\_\_\_\_



**Required Certification:** Applicant(s)/Permittee(s) hereby certifies that they are an "authorized person" of the permittee organization. Permittee further agrees that in addition to the liability of the organization, the signatory individual of the Permittee agrees to also be jointly and personally liable for all costs and liabilities as outlined on the form the Facilities Use Information Sheet.

**Required Hold Harmless and Indemnification:** I \_\_\_\_\_ and \_\_\_\_\_ (names of signatory individual and organization, permittee) agree to both personal and joint liability as an organization to indemnify, hold harmless and defend the River Delta Unified School District (District) and each of its officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability including but not limited to personal or bodily injury, death at any time and property damage) incurred by the District, the Permittee or any other person and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the permit or the use of this facility (Code 38134). The Permittee's obligations under the preceding sentence shall apply regardless of whether the District or any of its officers, officials employees, volunteers or agents are negligent, but shall not apply to any loss, liability fines, penalties, forfeitures, cost or damages caused solely by the willful misconduct of the District.

**ACKNOWLEDGEMENT AND AGREEMENT:** I have read the above and the Facilities Use Information Sheet and agree to the terms.

Applicant/Permittee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**DISTRICT USE ONLY**

Site Administrator \_\_\_\_\_ Date \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_

Director, Facilities \_\_\_\_\_ Date \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_

Chief Business Officer \_\_\_\_\_ Date \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_

**Application Fee(s):**

Security Deposit Amount \$ \_\_\_\_\_ Date Received \_\_\_\_\_

Facilities amount to be charged \$ \_\_\_\_\_ Invoice Date \_\_\_\_\_ Received \_\_\_\_\_

Assigned Personnel time to be charged \$ \_\_\_\_\_ Invoice Date \_\_\_\_\_ Received \_\_\_\_\_

**River Delta Unified School District**

**In-House**

5 day Notice Required

Date of Application \_\_\_\_\_

Authorized Agent or Individual Applicant Name and Title \_\_\_\_\_

Telephone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Person in charge of event, if different from authorized agent \_\_\_\_\_

Cell Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**School Site Requested:** \_\_\_\_\_

Purpose of meeting or activity \_\_\_\_\_

Estimated Attendance \_\_\_\_\_ Admission Charged? \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, Amount \$ \_\_\_\_\_

If yes, will the net proceeds be expended for the welfare of pupils of RDUUSD or for charitable purposes to benefit District residents? \_\_\_\_\_ Yes \_\_\_\_\_ No

Start Date	End Date	Day(s) of the Week	Start Time	End Time

**Facility to Be Used**

- Classroom # \_\_\_\_\_
- Cafeteria
- Kitchen
- Library
- Athletic Field
- Multipurpose Room
- Playground
- Parking Lot
- Restrooms

**Equipment Requested**

- PA system
- Chairs # \_\_\_\_\_
- Tables # \_\_\_\_\_
- Benches # \_\_\_\_\_
- Kitchen Equipment: \_\_\_\_\_

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**DISTRICT USE ONLY**

Site Administrator \_\_\_\_\_ Date \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_

Director, Facilities \_\_\_\_\_ Date \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_

Chief Business Officer \_\_\_\_\_ Date \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_

Assigned Personnel time to be charged \$ \_\_\_\_\_ Invoice Date \_\_\_\_\_ Received \_\_\_\_\_

**River Delta Unified School District**

Use of School District Facilities – Rental Fee Schedule 2022/23

\*\*\*Use Fees DO NOT include Personnel Fees (If required) \*\*\*

**Facility Use Fees for Rooms/Conference/Kitchens/theaters – Two (2) hour minimum**

Facility/Room Type	Group 1 Free Use <i>Per Hour</i>	Group 2 Local Youth Sports <i>Per Hour</i>	Group 3 Direct Costs- Local Users <i>Per Hour</i>	Group 4 Commercial For Profit activities <i>Per Hour</i>
Multi-Purpose Rooms	\$0	\$35	\$80	\$80
Classrooms	\$0	\$20	\$40	\$40
Kitchen Use	\$0	\$30	\$80	\$80
Courtland Auditorium	\$0	\$45	\$100	\$100
Amphitheatre	\$0	\$45	\$80	\$80
RVHS Auditorium	\$0	\$45	\$100	\$100
DH White Auditorium	\$0	\$45	\$100	\$100

**Facility Use Fees for Sports/Other – Two (2) hour minimum**

Facility/Room Type	Group 1 Free Use <i>Per Hour</i>	Group 2 Local Youth Sports <i>Per Hour</i>	Group 3 Direct Costs- Local Users <i>Per Hour</i>	Group 4 Commercial For Profit activities <i>Per Hour</i>
Parking Lot Only	\$0	\$15	\$30	\$30
Restrooms Only	\$0	\$20	\$40	\$40
Gymnasium	\$0	\$40	\$80	\$80
Playground	\$0	\$15	\$30	\$30
Tennis Courts	\$0	\$20	\$30	\$30
Softball/Baseball Fields	\$0	\$30	\$60	\$60
Football field without lights	\$0	\$50	\$100	\$100
Football field with lights	\$0	\$80	\$160	\$160
Gym with use of locker rooms	\$0	\$25	\$50	\$50
Other outdoor areas	\$0	\$15	\$30	\$30

**Hourly Rates for Personnel Charges are based on current CSEA contract – Two (2) hour minimum**

Type of Employee	Overtime due to regular schedule impact	Unscheduled Hours and Saturdays	Sundays and Holidays
Custodian	\$35.47 Per Hour	\$35.47 Per Hour	\$47.29 Per Hour
Maintenance	\$35.47 Per Hour	\$35.47 Per Hour	\$47.29 Per Hour
Food Service Worker	\$31.04 Per Hour	\$31.04 Per Hour	\$41.39 Per Hour

## Facility Use Rules, Regulations, and Fee Schedule

### **Classification 1 (Group 1) –**

The Board authorizes the use of facilities or grounds without charge to school-related organizations whose activities are directly related to or for the benefit of district schools. Overtime rate will be charged for custodial rate for a minimum of two (2) hours. These groups include, but are not limited to:

- Boy Scouts, Girl Scouts
- Community advisory councils
- 4-H
- Other similar groups at the discretion of district administration

### **Classification 2 (Group 2) –**

The Board shall charge direct costs for the use of school facilities or grounds under its control for activities of nonprofit organizations and clubs or associations, which promote youth, and school activities. Overtime rate will be charged for custodial rate for a minimum of two (2) hours. The following are examples of users that fall in this category, but not limited to:

- Charitable fund-raising activities
- Youth sports leagues
- Other similar groups at the discretion of district administration

### **Classification 2 (Group 2) –**

The Board shall charge fair rental value for the use of school facilities or grounds under its control for which admission is charged and whose sole purpose is profit making, private or personal use by an individual or group.

## **Rules and Regulations**

- Permission will be granted for the use of specific rooms or grounds, and it shall be the responsibility of the organization to that school property is not damaged or destroyed.
- If any group's activity results in the destruction of school property or personal injury, the group shall be responsible for such injury or damage and will be charged an amount necessary to repair the damages, and further use of facilities may be denied.
- Any group granted the use of the school facilities shall not use them for any purpose not specified in the permit for use.
- Cancellations of requests for the use of facilities must be made not less than twenty-four (24) hours in advance.
- Facilities must be always under the supervision of a responsible adult.
- Permission for the use of buildings and facilities may be revoked by the administration whenever the use may interfere with school activities or whenever there has been a violation of regulations or abuse of building or facilities.
- The using group will return the facility to its original arrangement and condition before leaving the building.
- School Principals retain the right to move users to other similar spaces, if necessary.
- No materials are to be taped, tacked, staples, glued, or pinned to any surface unless designated for such purpose.
- All users must provide their own supplies (i.e. easel, marking pens, etc.)
- Neither the District nor its staff shall be responsible for any items left behind on school premises. Nor shall the District or its staff assume any responsibility for liability in connection with the services provided under this policy or the facilities use agreement.
- The number of people present shall not exceed the posted seating capacity for the room(s) used per County Fire Code Regulations.
- Under not circumstance are vehicles to be driven or parked on the fields, grass areas, or any areas blocked by barricades.
- Shoes with cleats or plates will not be permitted in school buildings.
- No privilege for using the school facilities or grounds shall be granted for a period exceeding one (1) year.

## **Prohibited Activities**

- Any use by any individual, society, group, or organization for the commission of any act intended to further any program or movement whose purpose is the overthrow of the government of the United States or of the state by force, violence or other unlawful means. (Education Code 38135)
- Activities that are discriminatory in the legal sense.
- Any activities that constitute a public nuisance, commission of a crime or any other act prohibited by law.
- Users or attendees shall not adjust, tamper with or disable any utility system or panel including, but not limited to electrical, heating, water and alarm and sprinkler system.
- School property shall not be removed or displaced.
- Smoking is not permitted in school buildings or on school grounds at any time.
- Keys and alarm codes are not to be issued to outside organizations.
- Storage of equipment is not permitted. All equipment must be removed at the end of each event.

Note: The following exhibit is provided for the management and control of school facilities pursuant to Education Code 38133 and may be modified to reflect other district requirements such as specific restrictions and insurance documents.

\_\_\_\_\_ **SCHOOL DISTRICT**

**FACILITIES USE STATEMENT**

The undersigned, \_\_\_\_\_, is duly authorized by \_\_\_\_\_ (*name of organization*) \_\_\_\_\_, to act on its behalf in requesting the use of school facilities, including, but not limited to, executing any agreement or undertaking required by law and district policy and regulations governing the use of the facilities.

The organization shall comply with all restrictions placed on the use of the school facilities by law or district policy or regulations.

The organization recognizes that, in accordance with Education Code 38134, it is liable for any damage to the school facilities or for any injury to any person due to the organization's negligence in using the school facilities.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Organization)



# RIO ROCK

## MUSIC

6 | 18 | 22  
4-11 pm

FESTIVAL

### WHERE:

Rio Vista HS Football Field  
Grass & Stadium Seating

### WHAT:

FOUR Bands  
Including The Blues Brothers  
Food | Beer | Wine | Spirits  
Games for Adults & Kids  
VIP Tent  
Prize Spinning Wheel | Raffle  
'Get Out of Jail' Gambit  
Classic Police Car Portrait

### COST:

\$35 Adults  
\$25 Seniors  
Kids under 12 Free

### WHY:

Fundraising Event  
Supporting Our  
Rio Vista Community

RIOROCK.ORG

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: April 12, 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 Contracts with Frontier Communications in the Amount of \$6,530 and Conterra Wireless Broadband, LLC in the Amount of \$5,578 to Provide E-rate Data Transport Services

**BACKGROUND:**

The District is eligible for E-rate funding for data transport services. The agreement with Conterra was expiring on June 30, 2022, and several of the districts sites will not been completed under the Broadband Improvement Grant (BIG) grant. The district sent out a request for proposal with a due date of March 17, 2022. The district received two (2) proposals; Frontier and Conterra. Frontier did not submit a bid proposal for Clarksburg. The district will need to cover 20% of the expenditures and the remaining amount will be paid through E-Rate. The district E-Rate filing had to be completed by March 21, 2022 for funding eligibility.

**STATUS:**

Frontier was the lowest bidder for all sites with the exception of Clarksburg, which was not part of their proposal. Conterra accepted the agreement to provide service to Clarksburg.

**PRESENTER:**

Tammy Busch, Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:**

The District cost will be \$2,421.6 from General Fund and the remaining amount of \$9,687 will be funded through E-Rate.

**RECOMMENDATION:**

The Board accept and approve the agreements with Frontier Communications and Conterra Wireless Broadband for E-Rate Data Transport Services in the amounts of \$6,530 and \$5,578, respectively.

Time allocated: 3 minutes



E-Rate Bid Assessment Worksheet

Funding Year 2022 (YR25)

DATA Transport Lines

Total Project - 5 Sites

One Yr term - with option to extend

**FRONTIER**

Site	100 Mbps	200Mbps	500Mbps	One-time	Curb to MPOE
Rio Vista High HUB	\$ 1,030.00	\$ 1,090.00	\$ 1,370.00	\$ 250.00	\$ -
DO	\$ 620.00	\$ 670.00	\$ 760.00	\$ 250.00	\$ -
Clarksburg	no bid	no bid	no bid	no bid	no bid
DH White	\$ 1,030.00	\$ 1,090.00	\$ 1,370.00	\$ 250.00	\$ -
R D High-Riverview	\$ 620.00	\$ 670.00	\$ 760.00	\$ 250.00	\$ -
	<b>\$ 3,300.00</b>	<b>\$ 3,520.00</b>		<b>\$ 1,000.00</b>	<b>\$ -</b>

**This is time:**

100 Mbps
\$ 2,180.00
\$ 1,240.00
no bid
\$ 2,060.00
\$ 1,240.00
<b>\$ 6,720.00</b>

**CONTERRA**

Site	150 Mbps	300Mbps		One-time	Curb to MPOE
Rio Vista High HUB	\$ 1,976.00	\$ 2,789.00		\$ -	\$ -
DO	\$ 1,976.00	\$ 2,789.00		\$ -	\$ -
Clarksburg	\$ 1,976.00	\$ 2,789.00		\$ -	\$ -
DH White	\$ 1,976.00	\$ 2,789.00		\$ -	\$ -
R D High-Riverview	\$ 1,976.00	\$ 2,789.00		\$ -	\$ -
	<b>\$ 9,880.00</b>	<b>\$ 13,945.00</b>		<b>\$ -</b>	<b>\$ -</b>

Frontier says they can install the four sites they bid on by July 1, 2022

Conterra is already installed and we know there will be lapse in service

**s 2 if PTP** EVPL-Fiber hand off Single mode

200Mbps	500Mbps
\$ 2,180.00	\$ 2,740.00
\$ 1,340.00	\$ 1,520.00
no bid	no bid
\$ 2,180.00	\$ 2,740.00
\$ 1,340.00	\$ 1,520.00
<b>\$ 7,040.00</b>	<b>\$ 8,520.00</b>

**River Delta Unified School District**  
**E-Rate Bid Assessment Worksheet**  
 Reviewed March 17, 2022

**Funding Year 2022 (YR25)**  
 470 Application Number 220022744

Notes:  
 \* Percentage weights must add up to 100%. **Price must be weighted the heaviest.**  
 \*\* Evaluated on a scale of 1 to 5: 1=worst, 5=best. Max score of 500  
 \*\*\* Weight x Raw Score

**Description**

**Vendor Scoring** (use additional worksheets if necessary)

CAT2 Equipment (RFP #22_100)		Example		Conterra		Frontier			
Selection Criteria	Weight*	Raw Score**	Weighted Score***	Raw Score**	Weighted Score***	Raw Score**	Weighted Score***	Raw Score**	Weighted Score***
Price	35	5	175	3	105	5	175		0
Experience of the Bidder	25	5	125	5	125	5	125		0
Terms of service -Timeline	20	5	100	5	100	4	80		0
Responsiveness, Quality and Conformance with Proposal	20	5	100	5	100	3	60		0
	100.00		500		430		440		0

Bid reviewed on 03-17-2022 by:  
 Tammy Busch  
 Kellee Sisneros  
 Loy Mattison

This **E-Rate Rider** applies to the **Frontier Services Agreement** dated March 17, 2020 (“FSA”) and Service Schedules executed pursuant thereto (the FSA and Service Schedules collectively the “Agreement”) by and between **River Delta Unified School District** (“Customer”) and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates (“Frontier”), and is effective as of the date of the last signature below (“Effective Date”).

This E-Rate Rider covers only the Schedules and Services for which Customer seeks E-Rate reimbursement for the E-Rate funding year **July 1, 2022 through June 30, 2023**. Such Services are listed in Exhibit 1, attached hereto and incorporated herein by this reference.

The terms and conditions of this E-Rate Rider replaces the E-Rate Rider between the parties for funding year July 1, 2021 to June 30, 2022, if any.

If there are any inconsistencies between the Agreement and this E-Rate Rider, with respect to the Services for which E-Rate funding is sought the terms and conditions of this E-Rate Rider shall control.

**Customer may seek funding through the Federal Universal Service Fund program known as “E-Rate” for some or all of the Services purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division (“SLD”) of the Universal Service Fund Administrative Company (“USAC”) (Sometimes collectively or individually referred to herein as “USAC/SLD”). The Federal Communications Commission (“FCC”) has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program.**

**The Parties further agree:**

1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from Frontier of E-Rate funds as a result of Customer’s failure to comply with the E-Rate rules and regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible for funds must be returned (other than as the result of Frontier’s failure to comply with the E-Rate requirements), then Customer shall reimburse Frontier for any such funds within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments, default and early termination fees.
2. Eligibility of Services. The determination of eligibility or ineligibility of Services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. Frontier makes no representations or warranties regarding such eligibility.
3. Service Substitutions. Customer acknowledges the USAC/SLD funding commitments are based upon the Services and locations set forth in the Form 471 and that any modifications to the Services and/or the locations at which the Services are to be installed and/or provided, requires Customer to file a Service substitution with the USAC/SLD, seeking permission to receive alternative Service or receive the Service to an alternative location. If Customer intends to make any such Service substitutions, than Customer agrees to pursue them, and file any and all requisite documentation, diligently. Frontier will provide Services only as approved by the SLD and may suspend activities pending approval of Service substitution requests.
4. Requested Information. If requested by Frontier, Customer will promptly provide Frontier with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.
5. Non-Appropriations. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of the Customer’s current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Service Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this E-Rate Rider, Customer may terminate the Services without liability for the cancellation charges under the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer’s best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with Frontier to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer’s budget. Customer must provide Frontier thirty (30) days’ written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services in accordance with this provision, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will pay Frontier all applicable cancellation charges if it contracts with any other provider for the same or substantially similar Services during the Service Term.

6. Customer-Designated Funding Commitment. Customer must choose option A or B below. IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES FRONTIER TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) E-RATE RIDER, AND SELECT OPTION A. Upon execution of the Replacement E-Rate Rider, the Parties will mutually agree upon a Service Commencement Date.

**OPTION A** [available for new or existing Services]

Customer directs Frontier to commence or continue Services even if a funding commitment decision letter (“FCDL”) has not been received from USAC/SLD. **Customer acknowledges and accepts its obligation to pay for the Service if funding is denied or USAC/SLD commitment is not received.**

- i. Scope: Customer desires the Services commence on or about July 1, 2022. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.
- ii. Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES AND AGREES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES RELATED TO THIS E-RATE RIDER IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer shall refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible Services delivered after the beginning of the E-Rate year (July 1<sup>st</sup>) but before receipt of the FCDL.

**OPTION B** [appropriate for new Services]

Services will not commence until Frontier receives notification that E-Rate funds have been committed. If E-Rate funding for Services is denied, the Agreement will terminate as to those Services unless and until a new E-Rate rider (replacing this E-Rate Rider) is executed with respect to such Services and Customer elects Option A.

- i. Scope: Customer agrees to exercise best efforts to obtain funding from the USAC/SLD. Frontier will not begin work related to the Services (including, without limitation, construction, installation or activation activities) until after Frontier receives (a) Customer’s notification to proceed and verification of funding approval, and (b) for internal connections, a verification of Form 486 approval by the USAC/SLD. Frontier will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.
- ii. Funding Denial Agreement Termination: If a funding request is denied by the USAC/SLD, the Service Schedule, with respect to such Service(s), shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30<sup>th</sup> day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services are to be provided pursuant to a multi-year Agreement (whether by contract or tariff), this termination right applies only to the first year of the multi-year Agreement. This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by the USAC/SLD after commencement of Services.

7. E-Rate Discount Designation. Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows:

Billed Entity Applications Reimbursement (“BEAR”) – Form 472:

Customer agrees to submit to Frontier complete and accurate BEAR – Form 472 requests for certification at least five (5) business days prior to the FCC invoice deadline date for the Funding Request Number(s) (“FRN”) being submitted on the Form 472. Upon receipt of the USAC/SLD check in the amount of the certified Form 472, Frontier will remit payment to Customer within twenty (20) business days after receipt of the payment from USAC/SLD. It is solely Customer’s responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

Service Frontier Invoice – (“SPI”) – Form 474:

After Frontier has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, Frontier will then provide E-Rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any Frontier or USAC/SLD Forms needed to support requests for payment of

Services rendered. In the event USAC/SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by Frontier associated with this process.

**8. Service Substitution Criteria.**

A service substitution is a change in the products and/or services specified in the FCC Form 471 (Description of Services Ordered and Certification Form). In certain limited circumstances, applicants or service providers may request and be approved for service substitutions. In addition, service providers or equipment manufacturers may submit a "global" service substitution if, for example, they want to replace a discontinued product with a new product across all funding requests. The certifications and representations made in the original FCC Form 471 application apply to the service substitution request. False statements on a service substitution request carry the same penalties as those indicated in the FCC Form 471 certifications. Service substitutions encompass changes in the technical components (products, services, or both) specified in the FCC Form 471. Applicants who file service substitution requests must comply with the deadlines for the certifying the FCC Form 486 (Receipt of Service Confirmation and Children's Internet Protection Act Certification Form).

Service or product substitutions must meet the following conditions as specified in the Federal Communications Commission (FCC) rules:

- a. The substituted services or products have the same functionality as the services or products contained in the original proposal.
- b. The substitution does not violate any contract provisions or any state or local procurement laws.
- c. The substitution does not result in an increase in the percentage of ineligible services or functions.
- d. The requested change is within the scope of the establishing FCC Form 470, including any Requests for Proposal (RFPs), for the original products and/or services.

If a service substitution results in a change in the pre-discount price for the supported service, Schools and Libraries (E-rate) Program funding will be based on either the pre-discount price of the product or service for which support was originally requested or the pre-discount price of the new, substituted product or service, whichever is lower.



**9. Service Upgrade or Downgrade in Service.**

Service During the Term of the Agreement, or any optional year, Customer may request, upon thirty (30) days' written notice to Frontier, a Service upgrade or downgrade in Service, only if Frontier provided pricing for the Services in a formal response to Customer's RFP for the funding period and such request is fully consistent with 47 C.F.R. § 54.504(d). Customer will be responsible for paying the full amount of the new Service after the new discount, which, under § 54.504(d)(2), is "based on the lower of either the pre-discount price of the service for which support was originally requested or the pre-discount price of the new, substituted service." If the parties agree to a Service upgrade or downgrade in Service, such terms will not be effective unless and until documented in writing and executed by both parties.

**10. Multi-Year Contracts for Newly-Eligible Services.**

If the original FCC Form 470 or RFP did not include the newly-eligible services, the applicant will be required to post a new FCC Form 470 for those services.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT ANY OTHER APPLICABLE REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

<b>Frontier Communications of America, Inc.</b>	<b>River Delta Unified School District</b>
<i>Frontier's Signature:</i> 	<i>Customer's Signature:</i> 
<b>Printed Name:</b> Edgar Gomez	<b>Printed Name:</b> Tammy Busch
<b>Title:</b> Enterprise Sales Director	<b>Title:</b> Chief Business Officer
<b>Date:</b> 3/18/2022	<b>Date:</b> 3-18-22

**Exhibit 1**  
**E-Rate Services**

**Ethernet Virtual Private Line (EVPL) 1-year Term with TWO (2) Optional 1-Year Extensions @ \$5,780.00 per month**



**E-LINE SCHEDULE  
ETHERNET VIRTUAL PRIVATE LINE (EVPL)  
ETHERNET PRIVATE LINE (EPL)**

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This is Schedule Number **S-0000302978** to the Frontier Services Agreement dated **March 17, 2020 ("FSA")** by and between **River Delta Unified School District ("Customer")** and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

**Primary Service Location:** 445 Montezuma St, Rio Vista, CA 94571  
**Schedule Type/Purpose:** Order for new Services

**Schedule Date:** July 01, 2022  
**Service Term:** 12 months

**\*After the Service Term expires, Customer has the option to exercise two 1-year extensions.\***

Service	NRC	MRC
Ethernet Virtual Private Line (EVPL)	\$ 750.00	\$ 5,780.00
Ethernet Virtual Private Line (EVPL) – Private Network for Frontier Managed SD WAN (details in Table 2)	\$	\$
Ethernet Private Line (EPL)	\$	\$
Ethernet Virtual Circuit(s) – EVC (details in Table 3)	\$	\$
Ethernet Internet Access (EIA) Internet Port and Silver EVC (details in Table 4)	\$	\$
Special Construction	\$	\$
<b>Total:</b>	<b>\$ 750.00</b>	<b>\$ 5,780.00</b>

**Interstate / Intrastate Pricing Certification:** "interstate in nature" means that the traffic transported by the Service originates in one state and terminates in another state or outside the United States, regardless of how it is routed. Designation may impact taxes and surcharges applicable to the Service. Customer certifies that its traffic over such Services will be:  more than 10% interstate in nature (subject to federal jurisdiction/fees)  10% or less interstate in nature (subject to state jurisdiction/fees)

**Table 1: E-LINE**

Service Location	Service Address, and NPA NXX:	Service	Charges	
			NRC	MRC
<b>A new</b>	445 Montezuma St, Rio Vista, CA, 94571, 707 374	Access CIR (Mbps) 500 MbpsMbps	\$ 250.00 \$	\$ 1,520.00 \$
<b>B new</b>	500 Elm Way, Rio Vista, CA, 94571, 707 374	Access CIR (Mbps) 500 Mbps Mbps	\$ 250.00 \$	\$ 2,740.00 \$
<b>C new</b>	525 S 2nd St, Rio Vista, CA, 94571, 707 374	Access CIR (Mbps) 500 Mbps Mbps	\$ 250.00 \$	\$ 1,520.00 \$
<b>D</b>	street, city, state, zip, NPA NXX	Access CIR (Mbps) SelectMbps	\$ \$	\$ \$
<b>E</b>	street, city, state, zip, NPA NXX	Access CIR (Mbps) Select Mbps	\$ \$	\$ \$
<b>Subtotal:</b>			<b>\$ 750.00</b>	<b>\$ 5,780.00</b>

**Table 2: SD WAN Private Network**

Service Level (Silver, Gold, Platinum)	Select Mbps	Service Location from Table 1	MRC
Select	Select Mbps	Select	\$
Select	SelectMbps	Select	\$
Select	SelectMbps	Select	\$
Select	SelectMbps	Select	\$
Select	Select Mbps	Select	\$
<b>Subtotal:</b>			<b>\$</b>





Table 3: ETHERNET VIRTUAL CIRCUIT(S)				
Type of EVC (Silver, Gold, Platinum)	EVC CIR (Mbps)	Originating Access Service Location from Table 1	Terminating Access Service Location from Table 1	MRC
Silver new	500Mbps	A	C	\$ 0.00
Silver new	500Mbps	B	C	\$ 0.00
Select	Mbps	Select	Select	\$
Select	Mbps	Select	Select	\$
Select	Mbps	Select	Select	\$
<b>Subtotal:</b>				<b>\$ 0.00</b>

Table 4: Internet Access				
Internet Service added to LAN Solution	Internet Elements	Originating Access Location	Termination on the Internet	MRC
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$
<b>Subtotal:</b>				<b>\$</b>

**1. Service Description:**

**a. Ethernet Virtual Private Line (EVPL)** is a data transport configuration providing point-to-point or point-to-multipoint Ethernet connections between a pair of User Network Interfaces (UNIs). EVPL as a point-to-point configuration can be used to support delivery of eligible Frontier services to a designated Customer. Location (e.g. Frontier Connect—Cloud). EVPL is a carrier grade data networking service featuring Quality of Service (QoS) and the following progressively higher Class of Service (CoS) levels: Silver Service, Gold Service (Priority Data), or Platinum Service (Real Time). Frontier provides EVPL Silver Service on a standard best efforts’ basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier’s Shared Infrastructure. EVPL will be designed, provisioned and implemented according to standard switched Ethernet components consisting of service multiplexed capability over UNIs and Ethernet Virtual Connections (EVCs) through the use of Virtual Local Area Networks (VLANs) in order to secure traffic separation, privacy and security between Customer’s Service Locations over Frontier’s shared switch and backbone infrastructure. Ethernet Virtual Private Line will accept and carry untagged and or tagged traffic as described per IEEE 802.1Q networking standards specific to Frontier’s Ordering Guidelines for this Service. Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If Customer requests extensions beyond the MPOE, such extension (s) shall be subject to Frontier’s cabling service policies and Frontier’s charges related thereto per separate Frontier Cabling Service and Fee Schedule.

**b. Ethernet Private Line (EPL)** is a data transport configuration providing point-to-point or point to multipoint switched Ethernet connections between a pair of User Network Interfaces (UNIs). EPL is a carrier grade data networking service featuring Quality of Service (QoS) with the following Class of Service (CoS) levels: Silver Service, Gold Service (Priority Data), or Platinum Service (Real Time). Frontier provides EPL Silver Service on a standard best efforts basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier’s Shared Infrastructure. EPL will be designed, provisioned and implemented according to standard switched Ethernet components consisting of an all to one bundled, port based, non-service multiplexed Ethernet Virtual Circuit (EVC) and User Network Interface (UNI).

**c. SD WAN Private Network** is a data transport configuration providing multipoint-to-multipoint connections to each Customer User Network Interface (UNI). SD WAN Private Network consists of two (2) or more locations, providing full mesh connectivity for all locations. SD WAN Private Network requires Customer subscribe to Frontier SD WAN service and an EVPL (Table 1) access

**2. Special Construction:** All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer’s acceptance of such costs as a condition to proceeding (“Special Construction”). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule.

**3. Obligations of Customer.** Customer shall properly use any equipment or software, and all pass codes, personal identification numbers (“PINs”) or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof. Customer agrees that the Equipment and Service provided by Frontier hereunder are subject to

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the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance, and the ability to collect service credits as defined in Exhibit 1.

**4. After Hours/Holiday Labor Hours.** If Customer desires coordinated turn up services ("After Hours") during non-business hours, defined below, then the After Hours services shall be provided at the rate of \$175.00 per hour. Non-business hours include: (1) weeknights between the hours of 5:00 p.m. and 7:59 a.m. local time; (2) weekends, including Saturday and/or Sunday and (3) the Frontier designated holidays (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day).

Such After Hours services may be subject to change, based upon Frontier's reasonable determination of increases in actual costs to provide such After Hours services, determined in accordance with generally accepted commercial accounting practices, and consistent with After Hours service charges for projects comparable to the project outlined in this Schedule.

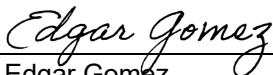
**5. Internet Acceptable Use Policy and Security.** Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: [http://www.frontier.com/policies/commercial\\_aup/](http://www.frontier.com/policies/commercial_aup/). Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

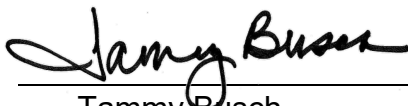
**6. Service Level Agreement.** The E-Line Service Level Agreement for the described Ethernet Services is attached hereto and incorporated herein as Exhibit 1.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

**Frontier Communications of America, Inc.**

**River Delta Unified School District**

Signature:   
Printed Name: Edgar Gomez  
Title: Enterprise Sales Director  
Date: 3/18/2022

Signature:   
Printed Name: Tammy Busch  
Title: Chief Business Officer  
Date: 3-18-22

**EXHIBIT 1**

**E-LINE SERVICE LEVEL AGREEMENT**

This **E-LINE Service Level Agreement (“SLA”)** applies to Ethernet Services ordered pursuant to an E-LINE Ethernet Virtual Private Line (EVPL), Ethernet Private Line (EPL) Schedule executed by and between **River Delta Unified School District (“Customer”)** and **Frontier Communications of America, Inc. (“Frontier”)**. The terms of this SLA apply exclusively to the Ethernet network elements directly within Frontier’s management responsibility and control (“E-LINE Service”).

**1. Operational Objectives**

A. **Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence or E-LINE Customer egress port (Z location) via the ingress port (A location). “Service Outage” occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the E-LINE Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier’s E-LINE Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 3 and 4 below.

Table 1A: E-LINE		
Circuit Availability		MRC Service Credit
Availability	99.99%	Below 99.99% Service Credit 30% MRC

B. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier’s reinstatement of the E-LINE Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in **Table 1B**, subject to Sections 3 and 4 below.

Table 1B: E-LINE		
Mean Time To Repair		MRC Service Credit
MTTR	4 Hours	25 % MRC above 4 hrs
		50% MRC above 6 hrs.

**2. Performance Objectives**

A. **Packet Delivery:** The Frame Loss Ratio (FLR) is a round trip measurement between ingress and egress ports (NIDs) at the Customer’s A and Z locations of packet delivery efficiency. FLR is the ratio of packets lost, round trip, vs. packets sent. Packet delivery statistics are collected for one calendar month. Credits will be based on Frontier’s verification of packet delivery performance between NIDs at Customer’s Service Location. The packet delivery SLA applies to CIR-compliant packets on Ethernet LAN / WAN circuits only. This packet delivery guarantee does not apply to Ethernet Internet services. Frontier offers three FLR Quality of Service (QoS) levels for Ethernet Data Service. The applicable SLA is based on the QoS level, as outlined in **Table 1C**. Ethernet Gold and Platinum are premium level services designed to support commercial customers’ mission-critical and real time applications.

- **Silver QoS** service is Frontier’s basic business class data service with improved performance across all standard performance parameters. Ethernet Silver SLA, termed Standard Data (SD) Service, is Frontier’s upgraded replacement of *Best Effort* Ethernet designed specifically for the commercial customer.
- **Gold QoS** service is a premium business data service featuring enhanced performance parameters with packet forwarding priority set to *Priority Data*.
- **Platinum QoS** service carries Frontier’s highest QoS performance parameters and includes voice grade packet forwarding priority set to *Real Time*.

If packet delivery performance falls below the applicable packet delivery percentage, Customer will be entitled to a Service credit as outlined in **Table 1C**, subject to Sections 3 and 4 below.

Table 1C: E-LINE Frame Loss Ratio (FLR)				
Packet Loss QoS Level	Frame Loss Ratio (FLR) CITY	Frame Loss Ratio (FLR) STATE	Frame Loss Ratio (FLR) Inter-STATE	MRC Service Credit
<b>Silver</b> [Standard Data Service]	0.10%	0.10%	0.10%	10%
<b>Gold</b> [Priority Data Service]	0.01%	0.01%	0.025%	15%
<b>Platinum</b> [Real Time Data Service]	0.01%	0.01%	0.025%	20%

B. **Latency:** Latency, Frame Transfer Delay (FTD), is the maximum packet delivery time measured round-trip between Customer’s A and Z locations at the Committed Information Rate (CIR). Latency is measured across On-Net Service paths between ingress and egress NIDs. Measurements are taken at one-hour intervals over a one month period. Credits are based on round-trip latency of 95<sup>th</sup> percentile packet. Customer must meet the following criteria to qualify for Service credits on the E-LINE Latency SLA outlined in **Table 1D**:

- Access loops at Customer locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each premise to qualify for the circuit SLA.
- Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for On-Net Services. Customer will be entitled to Service credits if the Service fails to meet applicable Performance Objective as outlined in **Table 1D** subject to Sections 3 and 4 below

<b>Table 1D: E-LINE Frame Transfer Delay (FTD):</b>				
<b>Latency QoS Level</b>	<b>Round Trip Delay CITY</b>	<b>Round Trip Delay STATE</b>	<b>Round Trip Delay Inter-STATE</b>	<b>MRC Service Credit</b>
<b>Silver</b> [Standard Data Service]	≤ 56 ms	≤ 100 ms	≤ 250 ms	10%
<b>Gold</b> [Priority Data Service]	≤ 26 ms	≤ 60 ms	≤ 160 ms	15%
<b>Platinum</b> [Real Time Data Service]	≤ 14 ms	≤ 36 ms	≤ 140 ms	20%

C. **Jitter:** Packet Jitter, Frame Delay Variance (FDV), is the difference in end-to-end one way delay between selected packets in a data stream with any lost packets being ignored. Frontier guarantees average FDV (inter-packet differential) performance on E-LINE Service transmissions will meet performance parameters outlined in the table below. Credits are based on the monthly average Frame Delay Variance. Customer must meet the following criteria to qualify for Service credits on the E-LINE Jitter SLA:

- Access loops at Customer Service Locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each Service Location to qualify for Fiber Loop FDV SLA.
- Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for E-LINE Services, as outlined in the applicable Ethernet Service Schedule. Customer will be entitled to the credit as outlined in **Table 1E** if E-LINE Services fail to meet applicable service level objectives, subject to Sections 3 and 4 below.

<b>Table 1E: E-LINE Frame Delay Variance (FDV):</b>				
<b>Jitter QoS Level</b>	<b>Average Jitter Per Site CITY</b>	<b>Average Jitter Per Site STATE</b>	<b>Average Jitter Per Site Inter-STATE</b>	<b>MRC Service Credit</b>
<b>Silver</b> [Standard Data Service]	n/s	n/s	n/s	10%
<b>Gold</b> [Priority Data Service]	≤ 8 ms	≤ 40 ms	≤ 40 ms	15%
<b>Platinum</b> [Real Time Data Service]	≤ 3 ms	≤ 8 ms	≤ 10 ms	20%

**3. Service Outage Reporting Procedure.**

- Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- When E-LINE Service is suffering from a Service Outage, Customer must contact Frontier’s commercial customer support center (also known as the “NOC”) at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause (“Trouble Ticket”). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier’s equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer’s cost and at Frontier’s standard technician rates.
- A Service Outage begins when a Trouble Ticket is initiated and ends when the affected E-LINE Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.
- If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at

Frontier's standard rates.

**4. Credit Request and Eligibility.**

- A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable On-Net Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier's equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.
- B. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting from Force Majeure events as defined in Customer's FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.
- C. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted E-LINE Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits.
- D. This SLA guarantees service performance of Frontier's Ethernet data services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party non-partner carrier.
- E. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
- F. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.

5. **Chronic Outage:** An individual E-LINE Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an E-LINE Service reaches Chronic Outage status, then Customer may terminate the affected E-LINE Service without penalty; provided that Customer must exercise such right within ten (10) days of the E-LINE Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.

## WIDE AREA NETWORK TELECOMMUNICATIONS SERVICE AGREEMENT

This Telecommunications Service Agreement (the "Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between Conterra Wireless Broadband, LLC ("CONTERRA"), a limited liability company organized under the laws of the State of North Carolina, with its principal place of business located at 5301 77 Center Drive, Charlotte, North Carolina, 28217 and River Delta Joint Unified School District ("CUSTOMER"), with its principal place of business located at 445 Montezuma Street, Rio Vista, California 94571. This Agreement sets forth the terms and conditions under which CONTERRA will deploy and provide certain telecommunications and related services described herein (the "Services") for the CUSTOMER and CUSTOMER'S employees, agents and students. CONTERRA and CUSTOMER may be individually referred to herein as "party" or collectively as "parties."

### DEFINITIONS

"USAC" shall mean the Universal Service Administrative Company that administers the Universal Service Fund under the Federal Telecommunications Act of 1996, including the Schools and Libraries Division ("SLD") thereof.

"California Teleconnect Fund" ("CTF") shall mean the discount on the non-E-Rate portion of the CTF eligible services.

"E-Rate" shall mean the Schools and Libraries Universal Support Mechanism administered by the Schools and Libraries Division ("SLD") of USAC.

"E-Rate Discount" shall mean the discount percentage approved by SLD for the current Funding Year, as defined by SLD, as shown on the Funding Commitment Decision Letter, and for which SLD agrees to provide E-Rate Funding.

"E-Rate Funding" shall mean (i) the agreement by SLD to provide funds though E-Rate to CUSTOMER to subsidize the provision of the Services to CUSTOMER, and (ii) the funds so provided.

"FCDL" shall mean the Funding Commitment Decision Letter issued by SLD to the CUSTOMER and CONTERRA notifying CUSTOMER and CONTERRA of approval by SLD of E-Rate Funding.

"Certification" shall mean the verification by CONTERRA, as acknowledged by CUSTOMER, that the Services meet the performance requirements set forth in Attachment A.

"Deficient Minutes" shall be the total number of minutes in a calendar month that are in excess of the number of minutes of path non-availability permitted by the terms of the Services level standards that CONTERRA is required to meet under the terms of this Agreement.

"Deficiency Credit" shall mean an amount equal to the total number of Deficient Minutes in the calendar month for which such Deficiency Credit is sought multiplied by a fraction of which the numerator is the Monthly Service Fee and the denominator is the number of minutes in the relevant month.

"Infrastructure" shall mean the CONTERRA-owned service delivery infrastructure deployed and maintained by CONTERRA and used in the provision of the Services to CUSTOMER.

"Service Locations" shall mean the location(s) specified in Attachment A at which Service and Infrastructure is deployed.

"Non-Recurring Charge" shall mean that portion of the total charge for the provision of the Services under this Agreement that is designated as the non-recurring charge listed on Attachment A for the use of the Infrastructure.

"Monthly Service Fee" shall, during the Initial Term and any extension hereof enacted pursuant to Section 9 of this Agreement, mean the monthly service charge listed on Attachment A.

“Outage Event” shall mean any outage or other loss of the Services, other than any outage that (i) is not reported by CUSTOMER to CONTERRA within five (5) days of occurrence, (ii) is less than one (1) hour in duration, (iii) is attributable to CONTERRA’s scheduled network maintenance, (iv) is attributable to failure or outage of related telephone circuits (whether ordered by CONTERRA or CUSTOMER), (v) results from CUSTOMER’s applications, equipment or facilities, (vi) results from any act or omission of CUSTOMER or any user of CUSTOMER’s equipment or account, or (vii) is due to or occasioned by any riots, wars, acts of enemies, national emergency, acts of vandalism, strikes, floods, fires, hurricanes, tornados, acts of God, or by any other cause not within the control of CONTERRA that by the exercise of reasonable diligence CONTERRA is unable to prevent, (viii) results from CONTERRA not having been granted site access by the CUSTOMER, or (ix) results from CUSTOMER’S unauthorized use of equipment or the Services.

“Site Access” shall mean twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year (“24x7x365”) access to CUSTOMER premise(s) provided to CONTERRA for routine or emergency maintenance of the CONTERRA network.

“Service Window” shall mean 7:00 a.m. through 5:00 p.m. local time where the Services are being provided, Monday through Friday, excluding federal holidays and other non-work days.

## TERMS AND CONDITIONS

### 1. Conditions of this Agreement

- (a) The parties acknowledge that this Agreement is contingent upon CUSTOMER obtaining E-Rate Funding for this project from the SLD.

### 2. The Service, Deployment and Access.

- (a) The Services. Subject to and in accordance with the terms and conditions of this Agreement, CONTERRA shall provide to CUSTOMER at mutually-agreeable CUSTOMER’S designated locations the Services as defined in Attachment A hereto.
- (b) Deployment. CONTERRA, its agent(s) or contractor(s) shall schedule deployment meetings with the CUSTOMER. CONTERRA shall deploy the CONTERRA-owned service Infrastructure. CUSTOMER’s appointed representative must be present on a regular basis during deployment to be performed by CONTERRA. CONTERRA assumes no liability for files, data, or other information that may be lost on CUSTOMER’S computer system during the deployment process and CUSTOMER agrees to hold CONTERRA harmless for all such lost files, data and other information. After deployment and during the term of this Agreement, CUSTOMER shall provide CONTERRA with 24x7x365 access to CUSTOMER’S premise(s) to inspect, repair and maintain CONTERRA’s Infrastructure. Upon termination or expiration of this Agreement, or disconnection of the Services, CUSTOMER shall be obligated to return the Infrastructure to CONTERRA or to provide CONTERRA with access to CUSTOMER’S premise(s) to recover such Infrastructure as CONTERRA in its sole discretion shall decide. CONTERRA shall not be held liable for, nor will CONTERRA restore or reconfigure the CUSTOMER’S new or existing network components after de-deployment. Even if the Infrastructure (or any portion of the Infrastructure) is or becomes physically attached in any manner to real estate at the Service Location (including any building on such real estate), in no event will the Infrastructure be deemed to be affixed to or as a part of such real estate. Rather, the Infrastructure is and shall remain CONTERRA’s personal property. Alternatively, as a common carrier, CONTERRA may opt to leave the Infrastructure at the Service Locations. In such event, CONTERRA may continue to make any substitutions to or modifications of and maintain the Infrastructure. The Infrastructure shall not be for the exclusive use of the CUSTOMER but may be used by CONTERRA as CONTERRA shall decide. Throughout the useful life of the Infrastructure, CUSTOMER shall supply (or cause to be supplied) electricity to that Infrastructure and CUSTOMER grants CONTERRA an exclusive, non-revocable license and easement to use those parcels of real property that CONTERRA deems necessary to install, operate and maintain fiber optic cable thereon and to place certain buildings or enclosures thereon and such Infrastructure as CONTERRA determines may be necessary or compatible with the conduct of CONTERRA’s business. In addition, CUSTOMER grants to CONTERRA an exclusive right to deploy transmission cables and lines between the CUSTOMER’s property line and the Service Locations in connection with CONTERRA’s use, maintenance, and operation of the Infrastructure. The license or easement granted shall include and also be classified, and documented, if necessary, as a

leasehold interest for the limited purpose of CONTERRA gaining access to CUSTOMER property to construct, maintain, modify and service CONTERRA-owned and/or provided Infrastructure, thus enabling CONTERRA to comply with State and local construction laws and contractor requirements. As a common carrier, CONTERRA may utilize all of the CONTERRA-owned Infrastructure to serve other customers, and for internal communications for the management and maintenance of its network. It is expressly understood that all rights granted to CONTERRA under this license are irrevocable until thirty years after the expiration or earlier termination of this Agreement, any Amendment thereto, or the provision of Services. CONTERRA may use the Infrastructure and real property for any activity in connection with the provision of other communication services as CONTERRA determines may be necessary or compatible with the conduct of CONTERRA's business. CONTERRA may make any substitutions to or modifications of the Infrastructure as it determines may be necessary or compatible with the conduct of CONTERRA's business. In addition, CONTERRA may lease capacity on its Infrastructure to a third party.

- (c) Governmental Approval. CONTERRA shall use commercially reasonable efforts to procure, process, or to receive any governmental licenses, permits, consents or approvals necessary for the deployment of the Infrastructure ("Authorizations"). CUSTOMER shall cooperate fully with CONTERRA in order to secure any such Authorizations. In the event that CONTERRA is unable to secure any such Authorizations within a reasonable time and at a reasonable cost (as determined by CONTERRA in its reasonable judgment), CONTERRA may terminate this Agreement by notifying CUSTOMER. All work hereunder which is required by the law of the state within which CUSTOMER is located to be performed by a licensed contractor shall be performed by an appropriately licensed contractor.
- (d) Changes in Deployment. In the event that CUSTOMER requests that CONTERRA modify the network design then CUSTOMER shall be responsible for all costs and related charges associated with any such request.
- (e) Change Order. Any changes requested or required by the CUSTOMER that differ from the network design must be properly authorized in a written directive from CUSTOMER. Any change is subject to the network design limitations and CUSTOMER shall pay, as a relocation or reconfiguration fee, CONTERRA's actual out-of-pocket cost and the cost of all labor and services of any such relocation or reconfiguration ("Costs") plus an additional twenty percent (20%) of the Costs.
- (f) Scalable Broadband Services. CONTERRA's network may be expanded to include additional locations and capacity increased at any time during the term of this Agreement to meet CUSTOMER's requirements. CUSTOMER shall request specific service upgrades based on pricing quoted at time of request. CUSTOMER may add sites (subject to changes in pricing and/or fees) at any time during the term of this Agreement.

### **3. CONTERRA Service Levels, Support, Maintenance and Indemnification.**

- (a) Availability Commitment. CONTERRA custom engineers each network solution up to 99.99% availability. CONTERRA shall use commercially reasonable efforts to maintain Services availability for the CUSTOMER 100% of the time, except during Outage Events. At CUSTOMER's request, CONTERRA shall calculate the Deficiency Credit for any calendar month. CONTERRA shall credit to CUSTOMER's account as a refund the Deficiency Credit upon written request by CUSTOMER.
- (b) Latency and Jitter Commitment. CONTERRA's goal is for round-trip transmissions between designated end-points to average ten (10) milliseconds or less except during Outage Events ("Latency Commitment"). The foregoing Latency Commitment is measured by averaging sample measurements taken during the Service Window between hub routers. Upon written request of CUSTOMER, for each minute in the Service Window during a calendar month for which CONTERRA fails to satisfy its Latency Commitment, CONTERRA shall credit to CUSTOMER's account as a refund the total number of latency minutes divided by the total number of minutes during the Service Window in that month. CONTERRA'S Jitter commitment is < 2 milliseconds one way.
- (c) Packet Loss Commitment. CONTERRA's network packet loss between designated end-points shall be limited to 0.1% or less each day except during Outage Events ("Packet Loss Commitment"). Packet loss is measured by standard, industry-accepted methods and measured during the Service Window between designated end-points. Upon written request of CUSTOMER, for each minute in the Service Window for which CONTERRA fails to satisfy its Packet Loss Commitment during a calendar month, CONTERRA shall refund the total number of minutes where there was a packet loss of more than .1% divided by the total number of minutes during the Service Window in that month.



- (d) CUSTOMER Reporting Commitment. CONTERRA shall provide CUSTOMER at least forty-eight (48) hours advance notice of scheduled outages for network maintenance. The standard weekly maintenance window is Monday through Sunday from 1:00 a.m. to 6:00 a.m. local time. Notice of other scheduled maintenance outages will be provided to CUSTOMER's designated point of contact by telephone, e-mail, fax, or pager as elected by CONTERRA.
- (e) Credit Limit. In no event shall CUSTOMER's total credits for any calendar month exceed the Monthly Service Fee.
- (f) CONTERRA Support. CONTERRA shall, at its option and convenience, repair or replace any Infrastructure not functioning in accordance with CONTERRA'S contracted specifications for the Services. CONTERRA shall not provide technical support, maintenance, repair or deployment service for CUSTOMER's software, hardware or equipment unless CONTERRA, in its sole discretion, agrees to do so in a separate written contract. CONTERRA shall provide CUSTOMER support for use of the Services only as, when, and to the extent CONTERRA deems appropriate from time to time in its sole discretion. CUSTOMER support will be available on a commercially reasonable basis via telephone, via electronic mail or through CONTERRA's Internet site ([www.conterra.com](http://www.conterra.com)) ("Internet Site"). Telephone numbers for such CUSTOMER support are posted on the CONTERRA Internet Site and are included in Section 7 of this Agreement. If CUSTOMER'S use of the Services requires that CONTERRA visit CUSTOMER'S premises for assistance, repair, deployment or connection, CONTERRA shall be entitled to charge CUSTOMER CONTERRA's then prevailing labor rates and related costs for each such visit, and CUSTOMER agrees to pay CONTERRA such charges. CONTERRA does not undertake to correct or repair and shall have no responsibility for the correction or repair of, software, hardware or equipment that CONTERRA does not supply. CONTERRA will undertake commercially reasonable network management, traffic analysis, operational procedures and user policies to support the service level standards provided in this Section 2.
- (g) CONTERRA Response Times. CONTERRA shall provide a CUSTOMER support service contact point. CONTERRA shall respond within an average of four (4) hours to any CUSTOMER notification, made to this contact point, of any failure of any Infrastructure to meet CONTERRA'S published specifications for the Services.
- (h) Indemnification. CONTERRA agrees to indemnify and hold harmless CUSTOMER, and its board members, employees, agents and representatives (collectively, "CUSTOMER Indemnities") against any and all costs, claims, liabilities or expenses that any of the CUSTOMER Indemnities may incur as a result of, or arising out of, or related to CONTERRA'S willful, negligent, tortious or criminal acts or omissions. In the event of any claim, which, if true, would be subject to indemnification hereunder, CUSTOMER or the affected CUSTOMER Indemnities shall notify CONTERRA and CONTERRA shall cooperate in their defense at CONTERRA's cost and expense.

#### **4. CUSTOMER'S Obligations.**

- (a) FCC Form 471 Application Review. CUSTOMER shall promptly notify CONTERRA of any PIA review, Selective Review, audit, or other contact from the SLD during review of its FCC Form 471 Description of Services Ordered which may affect the availability or amount of funds due from the SLD during the term of this Agreement, including any extensions hereof. CUSTOMER shall comply with SLD requests for additional or clarifying information according to E-Rate program rules as established by the FCC and administered by USAC.
- (b) Certification of Services and FCC Form 486. CUSTOMER shall provide prompt acknowledgement of the Certification by CONTERRA of the Services when CONTERRA demonstrates the performance of the Infrastructure in accordance with Attachment A. CUSTOMER shall promptly file FCC Form 486 Receipt of Service Confirmation with USAC. Failure to file the Form 486 in a timely manner may result in CUSTOMER becoming liable to CONTERRA for the discounted portion of any funds due hereunder.
- (c) Payment.
  - i. Non-Recurring Charge. Upon Certification of the deployment of the Infrastructure, CONTERRA shall invoice CUSTOMER the applicable Non-Recurring Charge specified in Attachment A. CUSTOMER shall pay the Non-Recurring Charge within thirty (30) days of the invoice. If applicable, CONTERRA will invoice CUSTOMER on a per site basis until all sites are operational.
  - ii. Monthly Service Fee. CONTERRA shall invoice CUSTOMER each month in advance the Monthly Service Fee as shown in Attachment A of this Agreement discounted by the percentage rate of CUSTOMER's E-Rate Discount as shown on the then-current FCDL or CUSTOMER's Form 471 application, and by the CTF eligible discount. The balance of such funds shall be paid through the

- E-Rate program, and CUSTOMER appoints CONTERRA as its attorney-in-fact to take such actions as are reasonably necessary to collect the undiscounted portion of the Monthly Service Fee. If applicable, CONTERRA will invoice CUSTOMER on a per site basis until all sites are operational. Conterra will bill the CTF for any applicable payment; however, if CTF does not reimburse Conterra, Customer is ultimately responsible for the full Net Discounted Monthly Service Fee.
- iii. *Collection of SLD Funds.* CONTERRA will be responsible for collection of the E-Rate Discount from SLD by filing an FCC Form 474 Service Provider Invoice.
  - iv. *CUSTOMER Ultimately Responsible.* NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER IS RESPONSIBLE FOR PAYMENT OF ALL FEES INCLUDING ANY DISCOUNT AMOUNTS OWED BY USAC.
  - v. *Failure To Pay.* If CUSTOMER fails to pay the Monthly Service Fee within thirty (30) calendar days of the due date, CONTERRA may impose a late fee or disconnect the Services, or both, in its sole discretion. CUSTOMER shall pay CONTERRA such late fees. CONTERRA's late payment fee shall be five (5%) of the Monthly Service Fee.
  - vi. *Re-connect.* If CUSTOMER disconnects the Services or if CUSTOMER'S Services are disconnected due to nonpayment or other breach of this Agreement, and if CONTERRA subsequently agrees to reconnect the Services, CUSTOMER may be charged a fee for reconnecting and redeploying the Services. Such fee shall be equal to one hundred percent (100%) of the then applicable Monthly Service Fee.
  - vii. *Charges for other services or goods.* From time to time CUSTOMER may decide to select additional services or purchase additional goods offered by CONTERRA or by third parties. The Monthly Service Fee does not cover any such services and goods, and the CUSTOMER shall be charged separately for them. CUSTOMER agrees to pay for such other services and goods that it selects or purchases.
  - viii. *Taxes and Surcharges.* Except for taxes based on CONTERRA'S net income, all applicable federal, state or local taxes and surcharges, now or hereinafter enacted or placed into effect including without limitation all use, sales, excise, commercial, gross receipts, privilege, right-of-way, occupation, surcharges, or other similar taxes and surcharges, whether charged to or against CONTERRA or CUSTOMER (collectively, the "Taxes"), will be payable by CUSTOMER, including, without limitation, any cost recovery fee which will represent an accurate and non-inflated recovery of CONTERRA's, or any underlying provider's, miscellaneous tax and surcharge payments to federal, state or local governmental authorities associated with the provision of the Services (including any WAN facilities) by CONTERRA to CUSTOMER pursuant to this Agreement. CUSTOMER shall be required to provide documentation evidencing its exemption from any such Taxes. CUSTOMER acknowledges and certifies that, for the duration of the Term, the interstate traffic will constitute ten percent (10%) or less of the total traffic on the fiber network that has been provided by CONTERRA. In the event the interstate telecommunication service traffic exceeds ten percent (10%) of the total traffic on the fiber network provided by CONTERRA, CUSTOMER shall notify CONTERRA and provide CONTERRA any and all relevant documentation necessary to establish the percentage of interstate telecommunications service traffic utilized by CUSTOMER on the fiber network provided by CONTERRA. For purposes of this paragraph, the term interstate telecommunications services includes international telecommunications service but does not include information service of any kind, including but not limited to internet access service.
- (d) E-Rate Applications. CUSTOMER has an obligation to obtain and maintain E-Rate Funding throughout the term of this Agreement. Failure of CUSTOMER to file all appropriate paperwork within established USAC deadlines and perform all administrative tasks to obtain and maintain E-Rate Funding will result in CUSTOMER becoming liable to CONTERRA for the discounted portion of any funds due hereunder. CUSTOMER also agrees it has an obligation to secure and maintain E-Rate Funding for the entire term of the Agreement, notwithstanding the fact that CUSTOMER's FCC Form 470 Description of Services Requested may have been submitted for a single-year rather than multi-year term.
  - (e) Utilities. CUSTOMER shall provide electrical services to the CONTERRA Infrastructure as required by CONTERRA.
  - (f) Current address and information. CUSTOMER is required, and agrees, to keep CONTERRA notified in a timely manner of any changes in the information CUSTOMER provides to CONTERRA, including information provided when CUSTOMER initiates use of the Services.

- (g) Assignment or Sharing of Service. CUSTOMER may not resell, share, sublicense or otherwise distribute the Services, or any portion thereof, to any third party without the prior written consent of CONTERRA.
- (h) School/Facility Closure. CUSTOMER shall immediately notify CONTERRA if CUSTOMER becomes aware that the school or facility governed by this Agreement will be closed prior to the term of this Agreement or any extension. CUSTOMER has the duty to notify CONTERRA as soon as CUSTOMER receives such information. CUSTOMER shall be responsible for 100% of all monthly costs and fees associated with the school or facility through the end of Agreement or any extension thereof.

#### **5. CUSTOMER'S Warranties, Representations and Indemnification.**

- (a) Warranties and Representations. CUSTOMER warrants and represents that CUSTOMER shall use the Services only for the originally intended purpose(s), in accordance with this Agreement, all FCC and USAC rules and regulations, and all applicable laws, and CUSTOMER shall make all payments required herein plus any and all applicable Taxes. CUSTOMER warrants that all funds due from CUSTOMER hereunder have been allocated for the uses contemplated in this Agreement or if they have not been allocated, CUSTOMER believes that such funds will be allocated (on an annual basis for the term of the contract and any corresponding extension or renewal), that there is no current basis to believe that such funds will not be allocated and that CUSTOMER has taken every necessary step to assure the availability of CUSTOMER funds hereunder.
- (b) CUSTOMER Indemnification. To the fullest extent allowed by law, CUSTOMER agrees to indemnify and hold harmless CONTERRA, its parent, subsidiaries and affiliates, assigns and the members, officers, directors, employees, contractors, agents and representatives of CONTERRA and its subsidiaries and affiliates (together "CONTERRA Indemnities") against any and all costs, claims, liabilities or expenses any of the CONTERRA Indemnities may incur as a result of, or arising out of, or related to: (i) CUSTOMER'S breach of this Agreement or of CUSTOMER'S warranties and representations made herein; (ii) CUSTOMER'S willful, negligent, tortious or criminal acts or omissions; (iii) any improper use of CUSTOMER'S password, name or user name; or (iv) CUSTOMER'S violation of any third party's rights. In the event of any claim, which, if true, would be subject to indemnification hereunder, CONTERRA or the affected CONTERRA Indemnities shall notify CUSTOMER and CUSTOMER shall cooperate in their defense at CUSTOMER'S sole cost and expense. As part of CUSTOMER'S indemnification obligations, CUSTOMER shall reimburse CONTERRA for any costs that CONTERRA incurs, including complaint fees charged by jurisdictional authorities, network or service providers, and investigation expenses, due to complaints filed regarding CUSTOMER'S activity (or activity for which CUSTOMER is responsible) in using the Services.

#### **6. CONTERRA's Ownership of Service Infrastructure, Hardware and Appurtenances.**

The Infrastructure, hardware and appurtenances (to include, but not limited to, fiber optic cabling and apertures) to be located on CUSTOMER premises by CONTERRA to provide the Services under this Agreement are, and shall remain, the property of CONTERRA. Additionally, such of these items as CONTERRA may request shall be returned to CONTERRA in good and working condition upon the termination or expiration of this Agreement, or the disconnection of CUSTOMER'S Services. CUSTOMER shall use reasonable care to avoid damaging any and all Infrastructure and hardware components of the CONTERRA deployment, and shall not alter, modify, sell, license, lease, assign, encumber, relocate, move or tamper with any of the same. Additionally, CUSTOMER shall be responsible for all costs of repair or replacement of items returned damaged or in poor working condition due to CUSTOMER's negligence or failure to properly care for said Infrastructure, hardware or appurtenances. CONTERRA reserves the right to make modifications to the Infrastructure for purposes of providing services to other entities. In the event that CONTERRA elects to leave any Infrastructure on the CUSTOMER's premises after such termination or expiration hereof, CUSTOMER grants CONTERRA an exclusive license to maintain and access such Infrastructure for the useful life of same and also agrees to allow CONTERRA to purchase electrical service to maintain such Infrastructure at market price for the actual cost of such electrical service used. CONTERRA shall continue to maintain all insurances required hereunder during the duration of this exclusive license.

#### **7. Contact Us.**

- (a) Notices. All notices, invoices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given only if and when: (i) personally delivered (including by means of a messenger service), or (ii) by United States first class mail postage prepaid

(registered or certified) return receipt requested, or (iii) when delivered (and receipted for) by an overnight delivery service, in each case addressed to the address set forth in the first paragraph of this Agreement.

- (b) Billing Information, Questions or Concerns. If CUSTOMER has questions or concerns or simply would like more information about the costs CUSTOMER might incur in using the Services or with CUSTOMER'S particular account, CUSTOMER may contact CONTERRA at 1.877.365.6701.
- (c) General Information. For general information about CONTERRA and CONTERRA's services, CUSTOMER may visit the CONTERRA Internet Site or contact CONTERRA at 1.877.365.6701.
- (d) CUSTOMER Support and Service. For CUSTOMER service and support, CUSTOMER may contact CONTERRA via telephone, via electronic mail or via the CONTERRA Internet Site. CUSTOMER shall visit the CONTERRA Internet Site for up-to-date contact information.

#### **8. Disclaimers and Limitation of CONTERRA's Liability.**

- (a) CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) THE SERVICES, SOFTWARE, DATA AND ANY OTHER SERVICES, SOFTWARE OR INFRASTRUCTURE PROVIDED BY CONTERRA UNDER THIS AGREEMENT ARE NOT GUARANTEED TO BE ERROR FREE, UNINTERRUPTED, SECURE OR ALWAYS AVAILABLE OR AVAILABLE WITH SUFFICIENT CAPACITY; (ii) THE USE OF THE SERVICES, THE INTERNET, AND ANY SOFTWARE OR INFRASTRUCTURE PROVIDED BY CONTERRA IS AT CUSTOMER'S SOLE RISK; AND (iii) ANY AND ALL CONTERRA SERVICES AND PRODUCTS ARE PROVIDED "AS IS AND AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN WARRANTIES WHICH CANNOT LEGALLY BE EXCLUDED. CONTERRA MAKES NO WARRANTY THAT THE SERVICE WILL WORK ON CUSTOMER'S PARTICULAR COMPUTER, NETWORK OR COMPUTER SYSTEM EXCEPT AS DEFINED BY THE IEEE STANDARD 802.3 DEFINING THE PHYSICAL LAYER AND TRANSPORT LAYER OF ETHERNET. CUSTOMER FURTHER EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) CONTERRA SHALL HAVE NO RESPONSIBILITY FOR DAMAGE OR DESTRUCTION TO CUSTOMER'S COMPUTER OR NETWORK SYSTEM, DATA, INFORMATION OR INFRASTRUCTURE UNLESS THROUGH NEGLIGENCE ON BEHALF OF CONTERRA; (ii) CONTERRA HAS NO RESPONSIBILITY WHATSOEVER FOR ANY THIRD PARTY CONTENT, DATA, INFORMATION, PROGRAMS OR OTHER MATERIAL THAT CUSTOMER MAY USE WITH OR ACCESS USING THE SERVICES; (iii) IT IS SOLELY THE CUSTOMER'S RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES, MERCHANDISE AND OTHER INFORMATION PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY; AND (iv) IN NO EVENT SHALL CONTERRA BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, ACTUAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS OF ANY KIND WHATSOEVER) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DEPLOYMENT, USE, MAINTENANCE, FAILURE, REMOVAL OR OPERATION OF THE SERVICES, SOFTWARE OR INFRASTRUCTURE PROVIDED BY CONTERRA, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF CONTERRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER AND IN SUCH STATES OR OTHER JURISDICTIONS CONTERRA'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- (b) SUBJECT TO THE FOREGOING, CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) CONTERRA'S MAXIMUM LIABILITY TO CUSTOMER UNDER THIS AGREEMENT OR ARISING OUT OF OR RELATED TO THE SERVICES WILL BE THE AGGREGATE AMOUNT CUSTOMER HAS ACTUALLY PAID TO CONTERRA FOR THE SERVICE; (ii) CONTERRA HAS ESTABLISHED ITS PRICING FOR THE SERVICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES; AND (iii) THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THIS TELECOMMUNICATIONS SERVICE AGREEMENT SHALL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED THEIR

ESSENTIAL PURPOSE. THE FOREGOING IS SUBJECT ONLY TO THE SPECIFIC SERVICE LEVEL STANDARDS AND REMEDIES SET FORTH IN SECTION 2 ABOVE.

**9. Term and Termination.**

- (a) Services Term of Agreement. The initial term of this Agreement shall begin on the Effective Date. The initial term of Services under this Agreement (the "Services") shall begin on July 1, 2022 or when Services commence and, unless earlier terminated as hereinafter provided, shall expire on June 30, 2023 ("Expiration Date"). The Agreement shall be coterminous with this date. Upon commencement of Services, CUSTOMER is responsible for and shall provide USAC with the Agreement termination date (within 10 days thereof) via the applicable form(s).
- (b) Extension of Term of Agreement. The initial term or any subsequent term, may be extended by exercising any of the following options:
- (i.) CUSTOMER has the option to extend for three (3) extension periods of one (1) year each ("Extension Term"), through the provision of written notice to CONTERRA not less than one hundred eighty (180) days before the expiration date or the end the Extension Term. The Monthly Service Fee may be adjusted as of the first day of any Extension Term (the "Adjustment Date") by mutual agreement, in writing, by the parties no later than 180 days prior to the Expiration Date or the end of the Extension Term.
- (ii.) The CUSTOMER may request an extension of the initial contract Term, or any Extension Term, if such extension is necessary, to make this Agreement coincide with the "funding year" or "implementation period" as defined by E-Rate rules. Any such request must be made no less than ninety (90) days prior to the expiration of the Term during which a request pursuant to this subsection was made ("Current Term"), whether it is the initial contract Term or an Extension Term and must include the new proposed termination date of the Agreement. CONTERRA is not required to agree to such a request, and nothing in this subsection creates any obligation on the part of CONTERRA to continue providing service to CUSTOMER following the expiration of the Current Term. In the event CONTERRA agrees to a request made pursuant to this subsection, CUSTOMER agrees to pay the Monthly Service Fee for each month past the Current Term during which service is provided by CONTERRA.
- (c) Termination by CONTERRA for Loss of E-Rate Funding. The parties acknowledge and agree that this Agreement is contingent upon CUSTOMER filing for and obtaining E-Rate Funding for the Services from the SLD. If E-Rate Funding for this project is not maintained by SLD after the first year of this Agreement, CONTERRA will make all reasonable efforts to maintain Services for CUSTOMER. CUSTOMER may assume full liability for Services or, after the third year of this Agreement, request a re-price of Services. Notwithstanding the above, CONTERRA reserves the right to terminate this Agreement if new payment arrangements cannot be made and will face no financial penalties by providing prompt written notification of such occurrence to CUSTOMER. In such event this Agreement will terminate on the last day of the fiscal period for which commitments were received, without penalty or expense to CUSTOMER of any kind whatsoever; provided, however, that CUSTOMER will remain liable to CONTERRA for any payments attributable to periods for which E-Rate funds have been committed and CUSTOMER shall be responsible for returning the Infrastructure that CONTERRA requests be returned.
- (d) Termination by CUSTOMER. The parties further acknowledge and agree that if the CUSTOMER terminates this Agreement after the network is deployed, CUSTOMER shall pay CONTERRA the cost to de-deploy the CONTERRA-owned Infrastructure. In addition, the CUSTOMER shall pay 100% of all remaining monthly costs and fees due through the end of the contract term. In such event this Agreement will terminate on the last day of the fiscal period for which commitments were received. CUSTOMER also agrees to not procure services from any other provider which are similar or analogous to services provided under this Agreement for the entire unexpired Initial Term of this Agreement.
- (e) Termination by CUSTOMER. If CONTERRA repeatedly and persistently fails to substantially provide the Services as required by the terms of this Agreement, CUSTOMER may terminate this Agreement by written notice to CONTERRA. CUSTOMER shall give CONTERRA ninety (90) days written notice of such intention to terminate and an opportunity to cure any such default. In the event that CONTERRA commences to cure and diligently pursues cure during that ninety (90) day period, then CUSTOMER may not terminate this Agreement.
- (f) Termination by CONTERRA. If CUSTOMER breaches this Agreement, and following a minimum thirty (30) day written notice to CUSTOMER, CONTERRA reserves the right in its discretion to suspend or terminate this Agreement and to disconnect the Services, in whole or in part, with just cause as provided

for by this Agreement, and providing the cause has been fully declared to the CUSTOMER, allowing the CUSTOMER the thirty (30) days to cure said cause. In addition, CUSTOMER shall pay the 100% of all remaining monthly costs and fees.

- (g) Termination by CONTERRA. If CONTERRA is unable to secure lease, licenses, easements, right of ways, pole attachments or other necessary requirements or provision a third party intermediary site under commercially reasonable terms and conditions as determined in the sole discretion of CONTERRA, and the site in question is essential to providing the Services, CONTERRA may terminate this Agreement in part or whole.
- (h) Termination of Agreement in Order to Seek Alternate Services. In the event that this Agreement is terminated under Section 9, CUSTOMER shall not procure services from any other provider which are similar or analogous to the Services provided under this Agreement for the remainder of the Initial or any then in effect Extension Term of this Agreement.

**10. Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina without regard to its conflict of laws principles.

**11. Mediation.** In the event of an alleged breach of this Agreement by CONTERRA or CUSTOMER or in the event of any other dispute arising out of this Agreement and involving CONTERRA and CUSTOMER such breach or dispute initially shall be submitted to nonbinding mediation prior to the institution of any litigation. The parties agree to utilize the services of a retired judge, or other qualified mediator mutually acceptable to both parties.

**12. Miscellaneous.**

- (a) Entire Telecommunications Service Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof and may be amended or modified solely by written agreement signed by each of the parties hereto.
- (b) No Third Party Beneficiaries. This Agreement is not intended to confer and does not confer any rights or remedies upon any person or entity other than the parties to this Agreement and the CONTERRA Indemnified Parties.
- (c) Lowest Corresponding Price ("LCP"). The Services provided under this Agreement have been awarded under a competitive bid process and involved the filing of an FCC Form 470, thus meet the FCC/USAC requirements for LCP.
- (d) Severability. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties and the remaining portions shall remain in full force and effect.
- (e) No Assignment. CUSTOMER may not assign this Agreement and CUSTOMER'S rights and obligations under this Agreement may not be assigned in whole or in part without CONTERRA's prior written consent. CONTERRA may freely assign this Agreement.
- (f) CUSTOMER Contact. CUSTOMER shall designate a Representative who shall have the authority to represent and bind the CUSTOMER in all of its dealings with CONTERRA and shall serve as a contact person in the event that CONTERRA needs to contact the CUSTOMER for any reason. Representative's contact information is as follows:

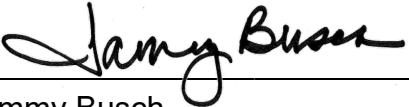
Name:	Tammy Busch
Title:	Chief Business Officer
Address:	445 Montezuma St
	Rio Vista, Ca 94571
Telephone:	707-374-1700
Facsimile:	707-374-2995
E-mail:	tbusch@rdusd.org

- (f) Replacement of CUSTOMER Representative. In the event that CUSTOMER replaces Representative, CUSTOMER shall appoint a new Representative and provide CONTERRA written notice of such change and the new Representative's contact information within five (5) days.
- (g) Site Specific Services. The Services are provided to the sites initially selected by CUSTOMER and reflected on Attachment A. CUSTOMER may not transfer the Services to another location without CONTERRA's prior written consent (even if CUSTOMER moves to a new place of business).
- (h) Information Availability. CONTERRA shall have no obligation to make any specific information, data, service, programs, newsgroups or other material available through the Services and may block any such material in its sole discretion.
- (i) Policies. CONTERRA's Privacy Policy, Acceptable Use Policy and other policies set forth on the CONTERRA Internet Site from time to time are incorporated herein by reference and are an integral part of this Service Agreement.
- (j) Remedies Non-Exclusive. Wherever a remedy is expressly provided to CONTERRA hereunder, such remedy is intended to add rather than to restrict all of CONTERRA's remedies in law and equity.
- (k) No Waiver. If CONTERRA fails, at any time, to enforce any right or remedy available to it under this Agreement, that failure will not be construed to be a waiver of the right or remedy with respect to that or any other breach or failure by CUSTOMER. Any waiver must be in writing and signed by CONTERRA.
- (l) Counterparts. This Agreement may be executed in separate original counterparts, each of which is deemed to be an original and all of which taken together shall constitute one and the same Agreement.

BY SIGNING BELOW, I AUTHORIZE DEPLOYMENT AND ACKNOWLEDGE THAT I HAVE READ, FULLY UNDERSTAND, AND AGREE TO ALL OF THE PRECEEDING TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT AND THE POLICIES INCORPORATED HEREIN BY REFERENCE.

River Delta Joint Unified School District

Conterra Wireless Broadband, LLC

By:   
Tammy Busch

By: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Chief Business Officer  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

March 21, 2022  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**ATTACHMENT A**

The deployment of the Services set forth herein are subject to but not limited to the procurement of leases, licenses, easements, right of ways, pole attachments, and other ancillary requirements. In the event, CONTERRA is not able, through no fault of its own, to procure the ancillary requirements in a commercially reasonable time and manner, CONTERRA reserves the right to modify the network as CONTERRA deems appropriate.

**River Delta Joint Unified School District**

<b>Narrative Description: Wide Area Network (WAN) Service including 100 Mbps Ethernet Connections to each of the listed sites below. The Service complies with the Schools and Libraries Division’s Wide Area Network (WAN) Fact Sheet.</b>				
Quantity	Product or Service Description	Unit (per location)	Extended Cost	
			Total Recurring	Total Non-Recurring
2	300 Mbps Ethernet-Based Wide Area Network Services	\$2,789.00	\$5,578.00	\$0.00

Service Locations				
Site Name	Address	City	State	Zip
Rio Vista High HUB	410 South Fourth Street	Rio Vista	CA	94571
Clarksburg Middle School	52870 Netherlands Road	Clarksburg	CA	95612

### Description of Services

The prices in this contract are based on the following assumptions:

- IT Director and/or Superintendent have authority to approve work plans and infrastructure locations.
- CUSTOMER provides assistance and support for zoning and building permits as required by the local municipalities.
- CUSTOMER provides site access as required by CONTERRA personnel and contractors and provides contact names, phone numbers, fax numbers and e-mail addresses.
- CUSTOMER provides connectivity between CONTERRA and CUSTOMER's equipment with a standard Layer 2 interface in the form of a LC-LC MM fiber cable.
- CUSTOMER provides a free and clear path from the exterior of the building to interior infrastructure location(s) for all cable and other necessary cable/wire runs including, but not limited to, building penetrations, inside conduit and proper authorizations from the building owner.
- CUSTOMER provides unobstructed access to the grounds, interior and roof top(s) for infrastructure location and construction regardless of building ownership. Infrastructure may include, but not be limited to fiber mounting structures, cabinets and wall racks.
- Interior environmental conditions conducive to the proper operations of electronics infrastructure.
- CUSTOMER's existing back-up power supply, where available, accepts Conterra's infrastructure.
- All Change Orders will be billed at cost plus 20% and are borne by the CUSTOMER.

### Additional Notes on E-Rate Eligible Services

- All infrastructure utilized in the provision of this service belongs to CONTERRA and if physically located at a particular site, is only used as integral component of the eligible Services listed above.
- All on-premise Infrastructure which is used by CONTERRA to provide Services listed above is provided by CONTERRA and not by another service provider.
- As clearly indicated in this Agreement, responsibility for maintaining the infrastructure rests solely with CONTERRA and not with another service provider.
- Ownership of CONTERRA's Infrastructure will not transfer to the CUSTOMER in the future, and as clearly indicated in this Agreement, CUSTOMER does not have an option to purchase the infrastructure.
- CONTERRA's on-premise Infrastructure will not be used by the CUSTOMER for any other purpose other than to receive the eligible Services listed above.
- CUSTOMER's Local Area Network, if any, is functional without dependence on CONTERRA's Infrastructure.
- As indicated in this Agreement, there is no contractual, technical, or other limitation that would prevent CONTERRA from using its network Infrastructure in part for other customers.

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: April 12, 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 Accept and Approve the Audit and Performance Report of Crowe LLP, Independent Auditor, for Fiscal Year 2020-21 for Measure J and Measure K.

**BACKGROUND:**

Each Bond issuance by a school district within California must arrange an annual audit of its financial records by an independent certified public accountant.

**STATUS:**

The District has contracted with Crowe LLP to perform the audit for fiscal year ending June 30, 2021.

The District has reviewed the reports and agrees with the procedures performed and conclusions presented by Crowe LLP with regards to all funds.

**PRESENTER:**

Tammy Busch, Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

N/A

**COST AND FUNDING SOURCES:**

N/A

**RECOMMENDATION:**

That the Board receives the Financial Records Audit and Performance Report for Measure J and Measure K as presented for fiscal year 2020-2021.

Time allocated: 15 minutes

**RIVER DELTA UNIFIED SCHOOL DISTRICT**  
**MEASURE J GENERAL OBLIGATION BONDS**  
**FINANCIAL STATEMENTS**  
June 30, 2021

RIVER DELTA UNIFIED SCHOOL DISTRICT  
MEASURE J GENERAL OBLIGATION BONDS  
FINANCIAL STATEMENTS  
June 30, 2021

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## INDEPENDENT AUDITOR'S REPORT

Board of Education  
River Delta Unified School District  
Rio Vista, California

### **Report on the Financial Statements**

We have audited the accompanying financial statements of River Delta Unified School District (the "District") Measure J General Obligation Bonds (the "Bonds") activity included in the Building Fund of the District, as of and for the year ended June 30, 2021, and the related notes to the financial statements, as listed in the table of contents.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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(Continued)

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the River Delta Unified School District Measure J General Obligation Bonds activity as of June 30, 2021, and the changes in financial position thereof for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

**Emphasis of Matter**

As discussed in Note 1, the financial statements present the financial activity and balances of the Measure J General Obligation Bonds activity only, and do not purport to, and do not, present fairly the financial position of River Delta Unified School District, as of June 30, 2021 the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated March 4, 2022 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters for the Measure J General Obligation Bond activity. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of River Delta Unified School District's internal control over financial reporting or on compliance for the Measure J General Obligation Bond activity. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance for the Measure J General Obligation Bond activity.

  
Crowe LLP

Sacramento, California  
March 4, 2022

RIVER DELTA UNIFIED SCHOOL DISTRICT  
MEASURE J GENERAL OBLIGATION BONDS  
BALANCE SHEET  
June 30, 2021

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**ASSETS**

Cash and investments (Note 2):	
Cash in County Treasury	\$          3
Cash with Fiscal Agent	<u>15,205,728</u>
Total assets	<u>\$ 15,205,731</u>

**LIABILITIES AND FUND BALANCE**

Accounts payable	\$          1,854
Fund balance - restricted (Note 3)	<u>15,203,877</u>
Total liabilities and fund balance	<u>\$ 15,205,731</u>

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See accompanying notes to financial statements.



RIVER DELTA UNIFIED SCHOOL DISTRICT  
MEASURE J GENERAL OBLIGATION BONDS  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGE IN FUND BALANCE  
For the Year Ended June 30, 2021

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Revenues:	
Interest income	\$ <u>          3</u>
Expenditures:	
Contract services and operating expenditures	<u>          382,254</u>
Deficiency of revenues under expenditures	<u>          (382,251)</u>
Other financing sources:	
Proceeds from the sale of bonds	15,300,000
Debt issuance premiums	<u>          286,128</u>
Total other financing sources	<u>         15,586,128</u>
Change in fund balance	15,203,877
Fund balance, July 1, 2020	<u>                  -</u>
Fund balance, June 30, 2021	<u>\$ <u>15,203,877</u></u>

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See accompanying notes to financial statements.

RIVER DELTA UNIFIED SCHOOL DISTRICT  
MEASURE J GENERAL OBLIGATION BONDS  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2021

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The accounting policies of River Delta Unified School District (the "District") conform to accounting principles generally accepted in the United States of America as applicable to governments and to general practices within California school districts. The District accounts for its financial transactions in accordance with policies and procedures of the Department of Education's *California School Accounting Manual*. The accounting policies of the District conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB). The following is a summary of the more significant accounting policies:

Financial Reporting Entity: The financial statements include the activity and balances of the Measure J General Obligation Bonds, only. These financial statements are not intended to present the financial position and results of operations of River Delta Unified School District as a whole.

Basis of Accounting: Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of measurement made, regardless of the measurement focus applied.

The basic financial statements are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual; i.e., both measurable and available. "Available" means collectible within the current period or within 60 days after year end. Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred. The exception to this general rule is that principal and interest on general obligation long-term liabilities, if any, is recognized when due.

Budgets and Budgetary Accounting: Annual budgets are adopted on a basis consistent with generally accepted accounting principles for all government funds. By State law, the District's Board of Education must adopt a final budget no later than July 1. A public hearing must be conducted to receive comments prior to adoption. The District's Board of Education satisfied these requirements.

The District's Board of Education and Superintendent revise the budgets during the year to give consideration to unanticipated income and expenditures.

Formal budgetary integration was employed as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account.

Cash and Cash Equivalents: For the purposes of the financial statements, cash equivalents are defined as financial instruments with an original maturity of three months or less. Funds invested in the Sacramento County Treasury are considered cash equivalents.

Receivables: Receivables are made up principally of amounts due from local and state agencies for shared project reimbursements and funding. The District has determined that no allowance for doubtful accounts was needed as of June 30, 2021.

Accounting Estimates: The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

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(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT  
MEASURE J GENERAL OBLIGATION BONDS  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2021

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Encumbrances: Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated as of June 30.

**NOTE 2 – CASH AND INVESTMENTS**

Cash and investments at June 30, 2021 consisted of \$3 held in the County Treasury investment pool, and \$15,205,728 held as Cash with Fiscal Agent.

Pooled Funds: In accordance with Education Code Section 41001, the District maintains substantially all of its cash in the Sacramento County Treasury. The County pools and invests the cash. The fair value of the District's investment in the pool is reported in the financial statements at amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). Interest earned is deposited annually into participating funds. Any investment losses are proportionately shared by all funds in the pool.

Because the District's deposits are maintained in a recognized pooled investment fund under the care of a third party and the District's share of the pool does not consist of specific, identifiable investment securities owned by the District, no disclosure of the individual deposits and investments or related custodial credit risk classifications is required.

In accordance with applicable state laws, the Sacramento County Treasurer may invest in derivative securities with the State of California. However, at June 30, 2021, the Sacramento County Treasurer has represented that the Pooled Investment Fund contained no derivatives or other investments with similar risk profiles.

Cash with Fiscal Agent: Cash with Fiscal Agent represents cash balances held by various financial institutions. The cash balances are fully collateralized at June 30, 2021, and will be used to fund capital improvements in the District.

Credit Risk: The District does not have a formal investment policy that limits its investment choices other than the limitations of state law.

Interest Rate Risk: The District does not have a formal investment policy that limits the cash and investment maturities as a means of managing their exposure to fair value arising from increasing interest rates. At June 30, 2021, the District had no significant interest rate risk related to investments held.

Concentration of Credit Risk: The District does not place limits on the amount they may invest in any one issuer. At June 30, 2021, the District had no concentration of credit risk.

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(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT  
MEASURE J GENERAL OBLIGATION BONDS  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2021

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**NOTE 3 – FUND BALANCE CLASSIFICATION**

Governmental Accounting Standards Board Codification Sections 1300 and 1800, *Fund Balance Reporting and Governmental Fund Type Definitions* (GASB Cod. Sec. 1300 and 1800) implements a five-tier fund balance classification hierarchy that depicts the extent to which a government is bound by spending constraints imposed on the use of its resources. The five classifications are nonspendable, restricted, committed, assigned and unassigned. The fund balance of the Measure J General Obligation Bonds is restricted, as described below.

The restricted fund balance classification reflects amounts subject to externally imposed and legally enforceable constraints. Such constraints may be imposed by creditors, grantors, contributors, or laws or regulations of other governments, or may be imposed by law through constitutional provisions or enabling legislation.

**NOTE 4 – PURPOSE OF BOND ISSUANCE**

Bond Authorization: By approval of the proposition for Measure J by at least 55% of the registered voters voting on the proposition at an election held on November 3, 2020, River Delta Unified School District School Facilities Improvement District #1 (SFID #1) was authorized to issue and sell bonds of up to \$45,700,000 in aggregate principal amount.

Purpose of Bonds: The proceeds of the Bonds may be used:

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

As required by the California Constitution, the proceeds from the sale of bonds will be used only for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities and not for any other purpose, including teacher and administrator salaries and other school operating expenses."

Bond Project List: The Bond Project List, which is an integral part of the proposition, lists the specific projects the District proposes to finance with proceeds of the bonds. Listed repairs, rehabilitation projects and upgrades will be completed as needed at individual campuses. Each project is assumed to include its share of costs of the election and bond issuance, architectural, engineering and similar planning costs, construction management and customary contingency for unforeseen design and construction costs. The final cost of each project will be determined as plans are finalized, construction bids are awarded and projects are completed.

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(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT  
MEASURE J GENERAL OBLIGATION BONDS  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2021

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**NOTE 5 – GENERAL OBLIGATION BOND ISSUANCES**

The bonds are general obligations of the District, and Sacramento County is obligated to levy ad valorem taxes for the payment of and interest on, the principal of the bonds. The Bond Interest Redemption Fund is maintained by the County Treasurer and is used to account for both the accumulation of resources from ad valorem tax levies and the payment of interest and redemption of principal of the bonds issued by the District.

On April 13, 2021, the District issued Series 2021 General Obligation Bonds in the amount of \$15,300,000 related to School Facilities Improvement District (SFID) No. 1. The Bonds were issued to finance capital improvement projects within the District, bear interest at rates ranging from 2.0% to 5.0%, and mature through August 1, 2049.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED  
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Education  
River Delta Unified School District  
Rio Vista, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States the financial statements of River Delta Unified School District (the "District") Measure J General Obligation Bonds (the "Bonds") activity included in the Building Fund of the District, as of and for the year ended June 30, 2021, and related notes to the financial statements and have issued our report thereon dated March 4, 2022.

#### **Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered River Delta Unified School District's internal control over Measure J General Obligation Bond activity financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of River Delta Unified School District's internal control. Accordingly, we do not express an opinion of the effectiveness of River Delta Unified School District's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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(Continued)

## Compliance and Other Matters

As part of obtaining reasonable assurance about whether the River Delta Unified School District Measure J General Obligation Bond activity financial statements are free from material misstatement, we performed tests of the District's compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## Purpose of this Report

This purpose of this report is intended solely to describe the scope of our testing of internal control and compliance and the results of that testing, not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Governmental Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

  
Crowe LLP

Sacramento, California  
March 4, 2022

RIVER DELTA UNIFIED SCHOOL DISTRICT  
MEASURE J GENERAL OBLIGATION BONDS  
SCHEDULE OF AUDIT FINDINGS AND RECOMMENDATIONS  
For the Year Ended June 30, 2021

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No matters were reported.



**RIVER DELTA UNIFIED SCHOOL DISTRICT**  
**MEASURE J GENERAL OBLIGATION BONDS**  
**PERFORMANCE AUDIT**  
June 30, 2021

RIVER DELTA UNIFIED SCHOOL DISTRICT  
MEASURE J GENERAL OBLIGATION BONDS  
PERFORMANCE AUDIT  
June 30, 2021

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Crowe LLP  
Independent Member Crowe Global

## INDEPENDENT AUDITOR'S REPORT

Board of Education  
River Delta Unified School District  
Rio Vista, California

We have conducted a performance audit of the River Delta Unified School District (the "District") Measure J General Obligation Bond funds for the year ended June 30, 2021.

We conducted our performance audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusion based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Our audit was limited to the objectives listed on page 3 of this report which includes determining the compliance with the performance requirements for the Measure J General Obligation Bonds under the applicable provisions of Section 1(b)(3)(C) of Article XIII A of the California Constitution and Proposition 39 as they apply to the bonds and the net proceeds thereof. Management is responsible for River Delta Unified School District's compliance with those requirements.

Solely to assist us in planning and performing our performance audit, we obtained an understanding of the internal controls of River Delta Unified School District to determine the audit procedures that are appropriate for the purpose of providing a conclusion on the District's compliance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution, but not for the purpose of expressing an opinion on the effectiveness of internal control. Accordingly, we do not express any assurance on the internal control.

The results of our tests indicated that, in all significant respects, River Delta Unified School District expended Measure J General Obligation Bond funds for year ended June 30, 2021 only for the specific projects developed by the District's Board of Education and approved by the voters, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

  
Crowe LLP

Sacramento, California  
March 4, 2022

RIVER DELTA UNIFIED SCHOOL DISTRICT  
MEASURE J GENERAL OBLIGATION BONDS  
BACKGROUND INFORMATION

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**LEGISLATIVE HISTORY**

On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools and Financial Accountability Act. Proposition 39 amended portions of the California Constitution to provide for the issuance of general obligation bonds by school districts, "for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities", upon approval by 55% of the electorate.

Education Code Section 15278 provides additional accountability measures:

1. A requirement that the school district establish and appoint members to an independent citizens' oversight committee.
2. A requirement that the school district expend bond funds only for the purposes described in Section 1(b)(3) of Article XIII A of the California Constitution, and ensuring that no funds are used for any teacher or administrative salaries or other school operating expenses.
3. A requirement to conduct an annual independent performance audit required by Section 1(b)(3)C of Article XIII A of the California Constitution.
4. A requirement to conduct an annual independent financial audit required by Section 1(b)(3)D of Article XIII A of the California Constitution.

**RIVER DELTA UNIFIED SCHOOL DISTRICT MEASURE J GENERAL OBLIGATION BONDS**

On November 3, 2020, the electorate of the River Delta Unified School District School Facilities Improvement District #1 (SFID #1) approved the issuance of up to \$45,700,000 in general obligation bonds with greater than 55% of the votes in favor. The abbreviated text of the ballot language was as follows:

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

On April 13, 2021, the District issued Series 2021 General Obligation Bonds in the amount of \$15,300,000 related to School Facilities Improvement District (SFID) No. 1. The Bonds were issued to finance capital improvement projects within the District, bear interest at rates ranging from 2.0% to 5.0%, and mature through August 1, 2049.

The financial activity related to the Measure J General Obligation Bonds is recorded in the District's Financial Activity Report for Fund 22. The Financial Activity Reports for District Funds 21, 22 and 23 are combined to comprise Fund 21 (Building Fund) in the District's audited financial statements for the year ended June 30, 2021.

RIVER DELTA UNIFIED SCHOOL DISTRICT  
MEASURE J GENERAL OBLIGATION BONDS  
OBJECTIVES, SCOPE, METHODOLOGY AND CONCLUSIONS

---

**OBJECTIVES**

The objective of our performance audit was to determine that the District expended Measure J General Obligation Bond funds for the period July 1, 2020 to June 30, 2021 only for the purposes approved by the voters and only on the specific projects developed by the District's Board of Education, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)C of Article XIII A of the California Constitution.

**SCOPE**

The District provided to us a list of all Measure J General Obligation Bond project expenditures for period July 1, 2020 to June 30, 2021 (the "List"). A total of 7 transactions were identified, representing \$382,254 in expenditures from July 1, 2020 through June 30, 2021.

**METHODOLOGY**

We performed the following procedures to the List of Measure J General Obligation Bond project expenditures for the period July 1, 2020 to June 30, 2021:

- Verified the mathematical accuracy of the List.
- Reconciled the list to total bond expenditures as reported by the District in the District's audited Measure J General Obligation Bonds financial statements for the period July 1, 2020 to June 30, 2021.
- Selected a sample of 2 expenditures totaling \$277,254. The sample was selected to provide a representation across specific construction projects, vendors and expenditure amounts. The sample represented approximately 73% of the total dollar value of expenditures. Verified that the expenditures properly charged to the location indicated, were properly coded as to the nature of the expenditure and were made for the acquisition and construction of school facilities, including the furnishing and equipping of school facilities.

**CONCLUSION**

The results of our tests indicated that, in all significant respects, River Delta Unified School District expended Measure J General Obligation Bond funds for the period July 1, 2020 to June 30, 2021 only for the specific projects developed by the District's Board of Education and approved by the voters, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

**RIVER DELTA UNIFIED SCHOOL DISTRICT**  
**MEASURE K GENERAL OBLIGATION BONDS**  
**FINANCIAL STATEMENTS**  
June 30, 2021

RIVER DELTA UNIFIED SCHOOL DISTRICT  
MEASURE K GENERAL OBLIGATION BONDS  
FINANCIAL STATEMENTS  
June 30, 2021

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## INDEPENDENT AUDITOR'S REPORT

Board of Trustees  
River Delta Unified School District  
Rio Vista, California

**Report on the Financial Statements**

We have audited the accompanying financial statements of River Delta Unified School District (the "District") Measure K General Obligation Bonds activity included in the Building Fund of the District ("Measure K Bonds"), as of and for the year ended June 30, 2021, and the related notes to the financial statements as listed in the table of contents.

***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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(Continued)



### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of River Delta Unified School District's Measure K General Obligation Bonds activity as of June 30, 2021, and the changes in financial position thereof for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

### **Emphasis of Matter**

As discussed in Note 1, the financial statements present the financial activity and balances of the Measure K General Obligation Bonds only, and do not purport to, and do not, present fairly the financial position of River Delta Unified School District as of June 30, 2021, the changes in its financial position, or, where applicable, its cash flows for the year then ended, in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated March 4, 2022, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters for the Measure K General Obligation Bonds Activity. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance for the Measure K General Obligation Bonds Activity. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance for the Measure K General Obligation Bonds Activity.

  
Crowe LLP

Sacramento, California  
March 4, 2022

RIVER DELTA UNIFIED SCHOOL DISTRICT  
MEASURE K GENERAL OBLIGATION BONDS  
BALANCE SHEET  
June 30, 2021

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**ASSETS**

Cash and investments (Note 2):	
Cash in County Treasury	\$ 6
Cash with Fiscal Agent	<u>4,801,181</u>
Total assets	<u>\$ 4,801,187</u>

**LIABILITIES AND FUND BALANCE**

Liabilities:	
Accounts payable	<u>\$ 2,199</u>
Fund balance – restricted (Note 3)	<u>4,798,988</u>
Total liabilities and fund balance	<u>\$ 4,801,187</u>

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See accompanying notes to financial statements.

RIVER DELTA UNIFIED SCHOOL DISTRICT  
MEASURE K GENERAL OBLIGATION BONDS  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE  
For the Year Ended June 30, 2021

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Revenues:	
Interest income	\$ <u>          6</u>
Expenditures:	
Contract services and operating expenditures	<u>          186,508</u>
Deficiency of revenues under expenditures	<u>         (186,502)</u>
Other financing sources:	
Proceeds from the sale of bonds	4,900,000
Debt issuance premiums	<u>          85,490</u>
Total other financing sources	<u>         4,985,490</u>
Change in fund balance	4,798,988
Fund balance, July 1, 2020	<u>                  -</u>
Fund balance, June 30, 2021	<u>\$ <u>  4,798,988</u></u>

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See accompanying notes to financial statements.

RIVER DELTA UNIFIED SCHOOL DISTRICT  
MEASURE K GENERAL OBLIGATION BONDS  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2021

---

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The accounting policies of River Delta Unified School District (the "District") conform to accounting principles generally accepted in the United States of America as applicable to governments and to general practices within California school districts. The District accounts for its financial transactions in accordance with policies and procedures of the Department of Education's *California School Accounting Manual*. The accounting policies of the District conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB). The following is a summary of the more significant accounting policies:

Financial Reporting Entity: The financial statements include the activity and balances of the Measure K General Obligation Bonds, only. These financial statements are not intended to present the financial position and results of operations of River Delta Unified School District as a whole.

Basis of Accounting: Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of measurement made, regardless of the measurement focus applied.

The basic financial statements are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual; i.e., both measurable and available. "Available" means collectible within the current period or within 60 days after year end. Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred. The exception to this general rule is that principal and interest on general obligation long-term liabilities, if any, is recognized when due.

Budgets and Budgetary Accounting: Annual budgets are adopted on a basis consistent with generally accepted accounting principles for all government funds. By State law, the District's Board of Education must adopt a final budget no later than July 1. A public hearing must be conducted to receive comments prior to adoption. The District's Board of Education satisfied these requirements.

The District's Board of Education and Superintendent revise the budgets during the year to give consideration to unanticipated income and expenditures.

Formal budgetary integration was employed as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account.

Cash and Cash Equivalents: For the purposes of the financial statements, cash equivalents are defined as financial instruments with an original maturity of three months or less. Funds invested in the Sacramento County Treasury are considered cash equivalents.

Receivables: Receivables are made up principally of amounts due from local and state agencies for shared project reimbursements and funding. The District has determined that no allowance for doubtful accounts was needed as of June 30, 2021.

Accounting Estimates: The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

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(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT  
MEASURE K GENERAL OBLIGATION BONDS  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2021

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Encumbrances: Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated as of June 30.

**NOTE 2 – CASH AND INVESTMENTS**

Cash and investments at June 30, 2021 consisted of \$6 held in the County Treasury investment pool, and \$4,801,181 held as Cash with Fiscal Agent.

Pooled Funds: In accordance with Education Code Section 41001, the District maintains substantially all of its cash in the Sacramento County Treasury. The County pools and invests the cash. The fair value of the District's investment in the pool is reported in the financial statements at amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). Interest earned is deposited annually into participating funds. Any investment losses are proportionately shared by all funds in the pool.

Because the District's deposits are maintained in a recognized pooled investment fund under the care of a third party and the District's share of the pool does not consist of specific, identifiable investment securities owned by the District, no disclosure of the individual deposits and investments or related custodial credit risk classifications is required.

In accordance with applicable state laws, the Sacramento County Treasurer may invest in derivative securities with the State of California. However, at June 30, 2021, the Sacramento County Treasurer has represented that the Pooled Investment Fund contained no derivatives or other investments with similar risk profiles.

Cash with Fiscal Agent: Cash with Fiscal Agent represents cash balances held by various financial institutions. The cash balances are fully collateralized at June 30, 2021, and will be used to fund capital improvements in the District.

Credit Risk: The District does not have a formal investment policy that limits its investment choices other than the limitations of state law.

Interest Rate Risk: The District does not have a formal investment policy that limits the cash and investment maturities as a means of managing their exposure to fair value arising from increasing interest rates. At June 30, 2021, the District had no significant interest rate risk related to investments held.

Concentration of Credit Risk: The District does not place limits on the amount they may invest in any one issuer. At June 30, 2021, the District had no concentration of credit risk.

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(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT  
MEASURE K GENERAL OBLIGATION BONDS  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2021

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**NOTE 3 – FUND BALANCE CLASSIFICATION**

Governmental Accounting Standards Board Codification Sections 1300 and 1800, *Fund Balance Reporting and Governmental Fund Type Definitions* (GASB Cod. Sec. 1300 and 1800) implements a five-tier fund balance classification hierarchy that depicts the extent to which a government is bound by spending constraints imposed on the use of its resources. The five classifications are nonspendable, restricted, committed, assigned and unassigned. The fund balance of the Measure K General Obligation Bonds is restricted for the purposes as authorized through the approval of Measure K.

The restricted fund balance classification reflects amounts subject to externally imposed and legally enforceable constraints. Such constraints may be imposed by creditors, grantors, contributors, or laws or regulations of other governments, or may be imposed by law through constitutional provisions or enabling legislation.

**NOTE 4 – PURPOSE OF BOND ISSUANCE**

Bond Authorization: By approval of the proposition for Measure K by at least 55% of the registered voters voting on the proposition at an election held on November 3, 2020, River Delta Unified School District School Facilities Improvement District #2 (SFID #2) was authorized to issue and sell bonds of up to \$14,600,000 in aggregate principal amount.

Purpose of Bonds: The proceeds of the Bonds may be used:

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

As required by the California Constitution, the proceeds from the sale of bonds will be used only for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities and not for any other purpose, including teacher and administrator salaries and other school operating expenses.

Bond Project List: The Bond Project List, which is an integral part of the proposition, lists the specific projects the District proposes to finance with proceeds of the bonds. Listed repairs, rehabilitation projects and upgrades will be completed as needed at individual campuses. Each project is assumed to include its share of costs of the election and bond issuance, architectural, engineering and similar planning costs, construction management and customary contingency for unforeseen design and construction costs. The final cost of each project will be determined as plans are finalized, construction bids are awarded and projects are completed.

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(Continued)

RIVER DELTA UNIFIED SCHOOL DISTRICT  
MEASURE K GENERAL OBLIGATION BONDS  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2021

---

**NOTE 4 – GENERAL OBLIGATION BOND ISSUANCES**

The bonds are general obligations of the District, and Sacramento County is obligated to levy ad valorem taxes for the payment of and interest on, the principal of the bonds. The Bond Interest Redemption Fund is maintained by the County Treasurer and is used to account for both the accumulation of resources from ad valorem tax levies and the payment of interest and redemption of principal of the bonds issued by the District.

On April 13, 2021, the District issued Series 20201 General Obligation Bonds in the amount of \$4,900,000 related to School Facilities Improvement District (SFID) No. 2. The bonds were issued to finance capital improvement projects within the District, bear interest at rates ranging from 2.125% to 5.0% and mature through August 1, 2050.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Education  
River Delta Unified School District  
Rio Vista, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of River Delta Unified School District (the "District") Measure K General Obligation Bonds (the "Bonds") activity included in the Building Fund of the District as of and for the year ended June 30, 2021, and the related notes to the financial statements and have issued our report thereon dated March 4, 2022.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over Measure K General Obligation Bonds activity financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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(Continued)



### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's Measure K General Obligation Bonds activity included in the Building Fund of the District's financial statements are free from material misstatement, we performed tests of the District's compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

  
Crowe LLP

Sacramento, California  
March 4, 2022

RIVER DELTA UNIFIED SCHOOL DISTRICT  
MEASURE K GENERAL OBLIGATION BONDS  
SCHEDULE OF AUDIT FINDINGS AND QUESTIONED COSTS  
For the Year Ended June 30, 2021

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No matters were reported.

**RIVER DELTA UNIFIED SCHOOL DISTRICT**  
**MEASURE K GENERAL OBLIGATION BONDS**  
**PERFORMANCE AUDIT**  
June 30, 2021

RIVER DELTA UNIFIED SCHOOL DISTRICT  
MEASURE K GENERAL OBLIGATION BONDS  
PERFORMANCE AUDIT  
June 30, 2021

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Crowe LLP  
Independent Member Crowe Global

## INDEPENDENT AUDITOR'S REPORT

Board of Education  
River Delta Unified School District  
Rio Vista, California

We have conducted a performance audit of the River Delta Unified School District (the "District") Measure K General Obligation Bond funds for the year ended June 30, 2021.

We conducted our performance audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusion based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our conclusions based on our audit objectives.

Our audit was limited to the objectives listed on page 3 of this report which includes determining the compliance with the performance requirements for the Proposition 39 Measure K General Obligation Bonds under the applicable provisions of Section 1(b)(3)(C) of Article XIII A of the California Constitution and Proposition 39 as they apply to the bonds and the net proceeds thereof. Management is responsible for River Delta Unified School District's compliance with those requirements.

Solely to assist us in planning and performing our performance audit, we obtained an understanding of the internal controls of River Delta Unified School District to determine the audit procedures that are appropriate for the purpose of providing a conclusion on the District's compliance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution, but not for the purpose of expressing an opinion on the effectiveness of internal control. Accordingly, we do not express any assurance on the internal control.

The results of our procedures indicated that, in all significant respects, River Delta Unified School District expended Measure K General Obligation Bond funds for the year ended June 30, 2021 only for the purposes approved by the voters and only on the specific projects developed by the District's Board of Education, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

  
Crowe LLP

Sacramento, California  
March 4, 2022

RIVER DELTA UNIFIED SCHOOL DISTRICT  
MEASURE K GENERAL OBLIGATION BONDS  
BACKGROUND INFORMATION

---

**LEGISLATIVE HISTORY**

On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools and Financial Accountability Act. Proposition 39 amended portions of the California Constitution to provide for the issuance of general obligation bonds by school districts, "for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities", upon approval by 55% of the electorate.

Education Code Section 15278 provides additional accountability measures:

1. A requirement that the school district establish and appoint members to an independent citizens' oversight committee.
2. A requirement that the school district expend bond funds only for the purposes described in Section 1(b)(3) of Article XIII A of the California Constitution, and ensuring that no funds are used for any teacher or administrative salaries or other school operating expenses.
3. A requirement to conduct an annual independent performance audit required by Section 1(b)(3)C of Article XIII A of the California Constitution.
4. A requirement to conduct an annual independent financial audit required by Section 1(b)(3)D of Article XIII A of the California Constitution.

**RIVER DELTA UNIFIED SCHOOL DISTRICT MEASURE K GENERAL OBLIGATION BONDS**

On November 3, 2020, the electorate of River Delta Unified School District approved the \$14.6 million "Measure K" General Obligation Bonds with greater than 55% of the qualified votes in favor. The summarized text of the ballot language was as follows:

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

On April 13, 2021, the District issued Series 20201 General Obligation Bonds in the amount of \$4,900,000 related to School Facilities Improvement District (SFID) No. 2. The bonds were issued to finance capital improvement projects within the District, bear interest at rates ranging from 2.125% to 5.0% and mature through August 1, 2050.

RIVER DELTA UNIFIED SCHOOL DISTRICT  
MEASURE K GENERAL OBLIGATION BONDS  
OBJECTIVES, SCOPE, METHODOLOGY AND CONCLUSIONS

---

**OBJECTIVES**

The objective of our performance audit was to determine that the District expended Measure K General Obligation Bond funds for the year ended June 30, 2021 only for the purposes approved by the voters and only on the specific projects developed by the District's Board of Education, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)C of Article XIII A of the California Constitution.

**SCOPE**

The District provided to us a list of all Measure K General Obligation Bond project expenditures for the year ended June 30, 2021. A total of \$186,508 in expenditures for the year ended June 30, 2021 were identified.

**METHODOLOGY**

We performed the following procedures to the list ("the List") of Measure K General Obligation Bond project expenditures for the year ended June 30, 2021:

- Verified the mathematical accuracy of the List.
- Reconciled the List to total bond expenditures as reported by the District in the District's audited Measure K General Obligation Bonds financial statements for the year ended June 30, 2021.
- Selected a sample of 2 expenditures totaling \$81,508 from the population of Measure K expenditures. The sample was selected to provide a representation across specific construction projects, vendors and expenditure amounts. The sample represented approximately 44% of the total expenditure value. Verified that the sampled expenditures were used for the construction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities and that funds were not spent for salaries or other administrative expenses not authorized by Proposition 39.

**CONCLUSIONS**

The results of our procedures indicated that, in all significant respects, River Delta Unified School District expended Measure K General Obligation Bond funds for the year ended June 30, 2021 only for the purposes approved by the voters and only on the specific projects developed by the District's Board of Education, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)C of Article XIII A of the California Constitution.

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: April 12, 2022

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 24.

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

**SUBJECT:**

Request the Board to Review and Approve the Bond Initial Project Lists

**BACKGROUND:**

On February 15, 2022 the Board approved the Master Plan for the Measure J and K Facilities Bond Programs. RGM Kramer, Inc. reviewed the Master Plan and gathering information through meetings with School Site Principals, Superintendent Wright; Tammy Busch, Chief Business Officer, Ken Gaston, Director of MOT and many other stakeholder groups.. At the March 8, 2022 Board Meeting RGM Kramer Inc. put together an update for both Measure J and Measure K Bond Programs and provided an initial projects list for consideration.

**STATUS:**

The Facilities Steering Committee had two meetings to review the projects list to obtain rational for each of the projects. The committee will provide an update on the information for Board review and approval the Bond Initial Projects List in whole or in part.

**PRESENTER:**

Katherine Wright, Superintendent and Tammy Busch, Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Staff

**COST AND FUNDING SOURCES:**

N/A

**RECOMMENDATION:**

That the Board reviews and approves the Bond Initial Projects List in whole or in part.

Time allocated: 2 minutes





## **Initial Projects List for Consideration**

### **Smaller Short Term Projects:**

**Roofing at Various Sites**

**Shade Structures at Various Sites**

**HVAC Repairs & Upgrades at Various Sites**

**Water Quality Improvements at:**

**Bates Elementary School**

**Walnut Grove Elementary**

**Landscape Upgrades at Various Sites**

### **Larger Medium Term Projects:**

**New Culinary/Science Classroom at RVHS**

**Cafeteria Modernization at DHS/CMS**

**Window Replacement at Walnut Grove ES**

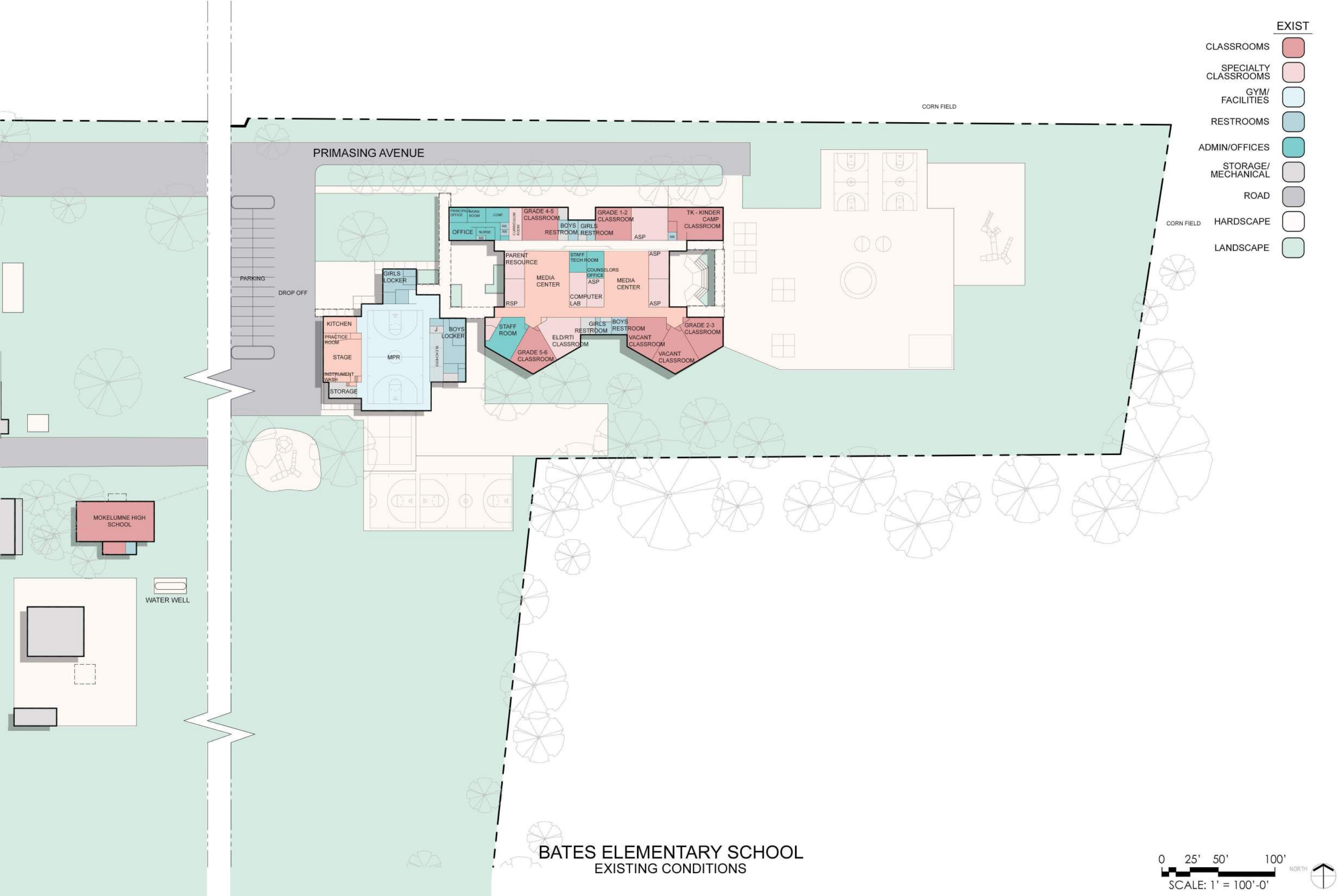
**Fire Alarm Upgrade at Walnut Grove ES\***

**Parking/Drop Off at Riverview MS**

\*If repairs cannot be completed in a cost effective manner.

EXIST

- CLASSROOMS
- SPECIALTY CLASSROOMS
- GYM/FACILITIES
- RESTROOMS
- ADMIN/OFFICES
- STORAGE/MECHANICAL
- ROAD
- HARDSCAPE
- LANDSCAPE



PRIMASING AVENUE

CORN FIELD

PARKING  
DROPOFF

CORN FIELD

MOKELUMNE HIGH SCHOOL

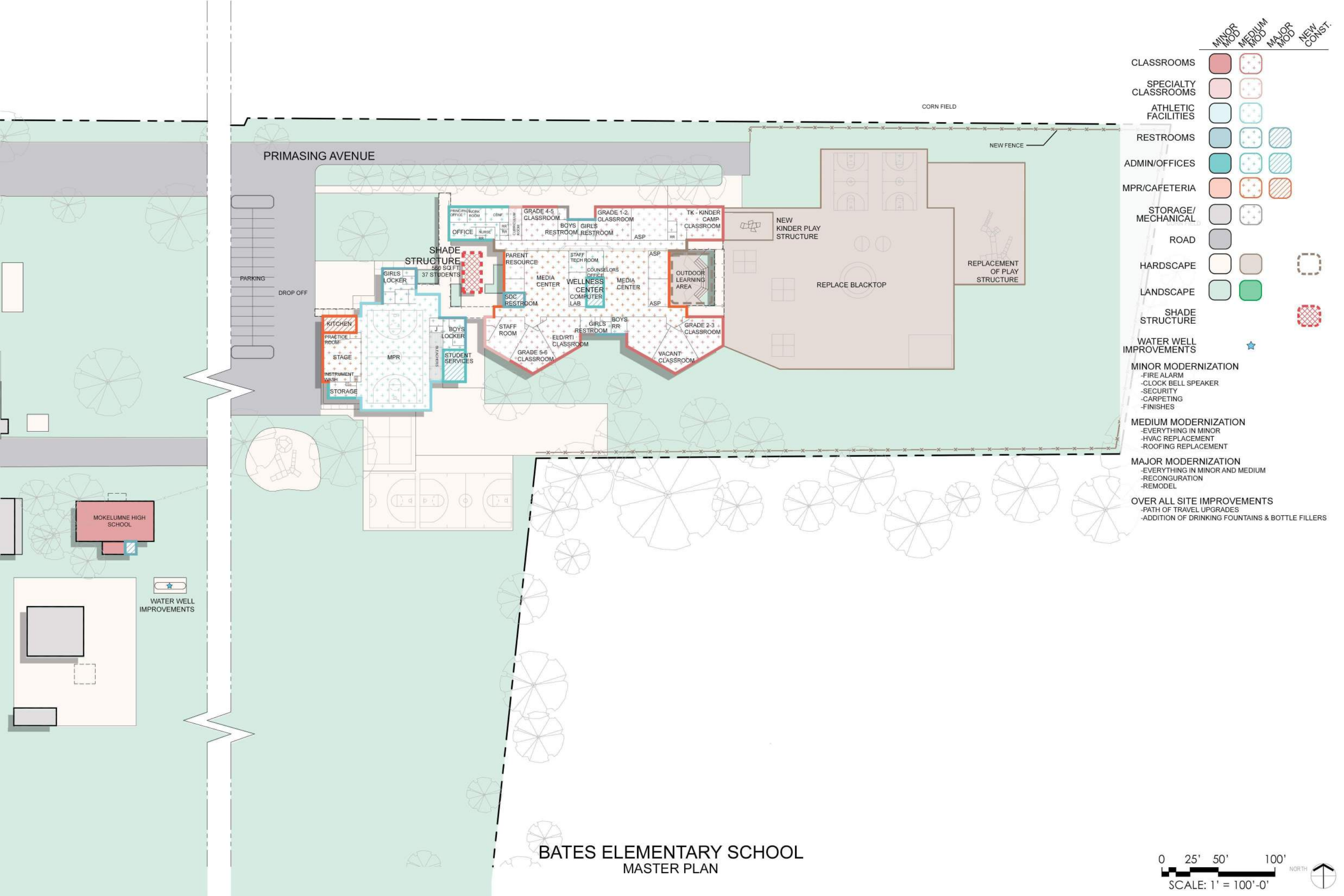
WATER WELL

**BATES ELEMENTARY SCHOOL**  
EXISTING CONDITIONS

0 25' 50' 100'

SCALE: 1" = 100'-0"

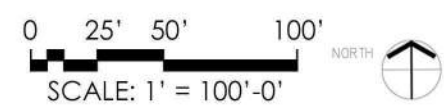
NORTH

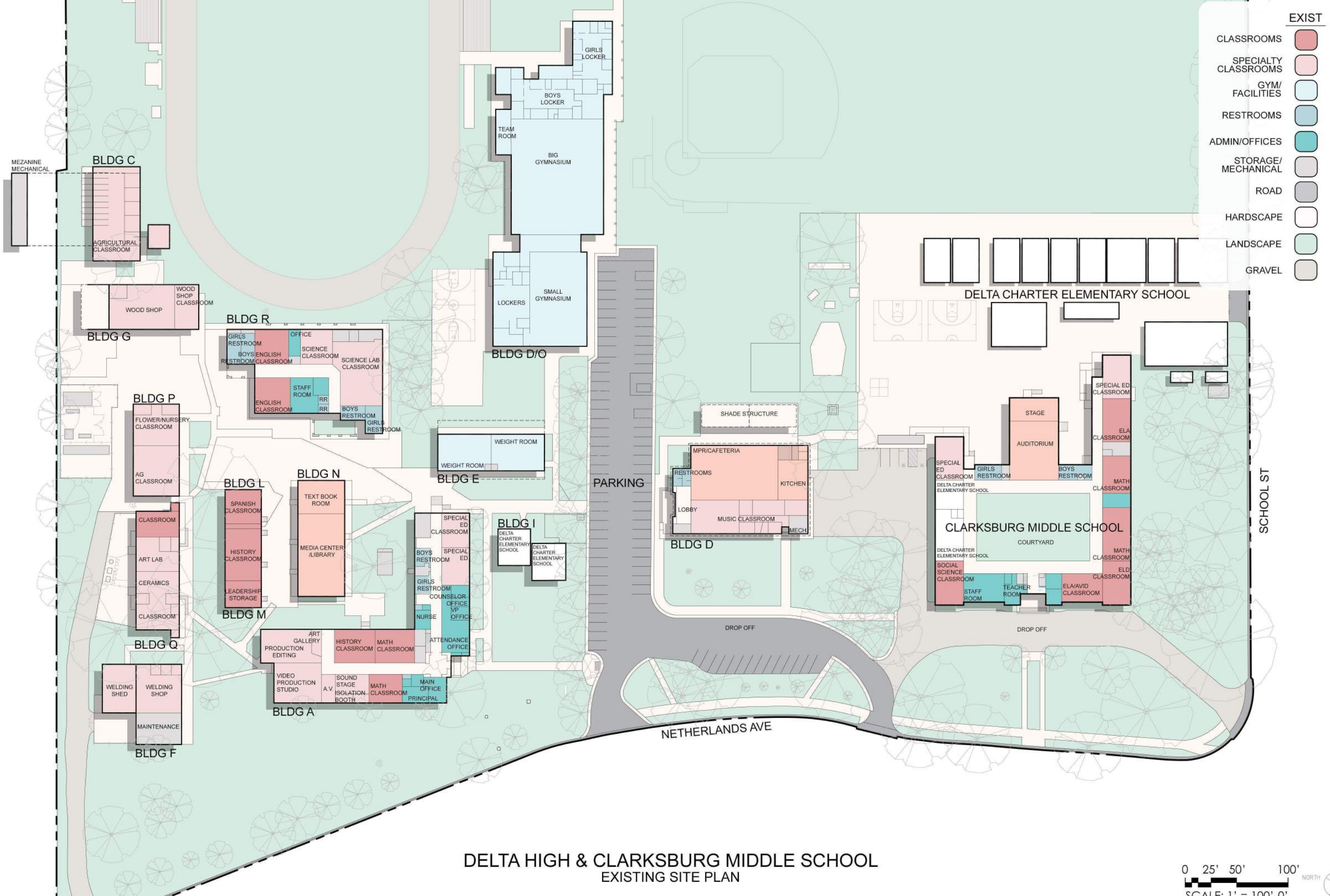


MINOR MOD  
MEDIUM MOD  
MAJOR MOD  
NEW CONST.

- CLASSROOMS
- SPECIALTY CLASSROOMS
- ATHLETIC FACILITIES
- RESTROOMS
- ADMIN/OFFICES
- MPR/CAFETERIA
- STORAGE/MECHANICAL
- ROAD
- HARDSCAPE
- LANDSCAPE
- SHADE STRUCTURE
- WATER WELL IMPROVEMENTS
- MINOR MODERNIZATION
  - FIRE ALARM
  - CLOCK BELL SPEAKER
  - SECURITY
  - CARPETING
  - FINISHES
- MEDIUM MODERNIZATION
  - EVERYTHING IN MINOR
  - HVAC REPLACEMENT
  - ROOFING REPLACEMENT
- MAJOR MODERNIZATION
  - EVERYTHING IN MINOR AND MEDIUM
  - RECONFIGURATION
  - REMODEL
- OVER ALL SITE IMPROVEMENTS
  - PATH OF TRAVEL UPGRADES
  - ADDITION OF DRINKING FOUNTAINS & BOTTLE FILLERS

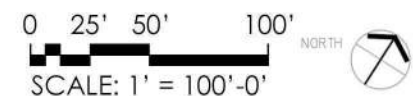
BATES ELEMENTARY SCHOOL  
MASTER PLAN

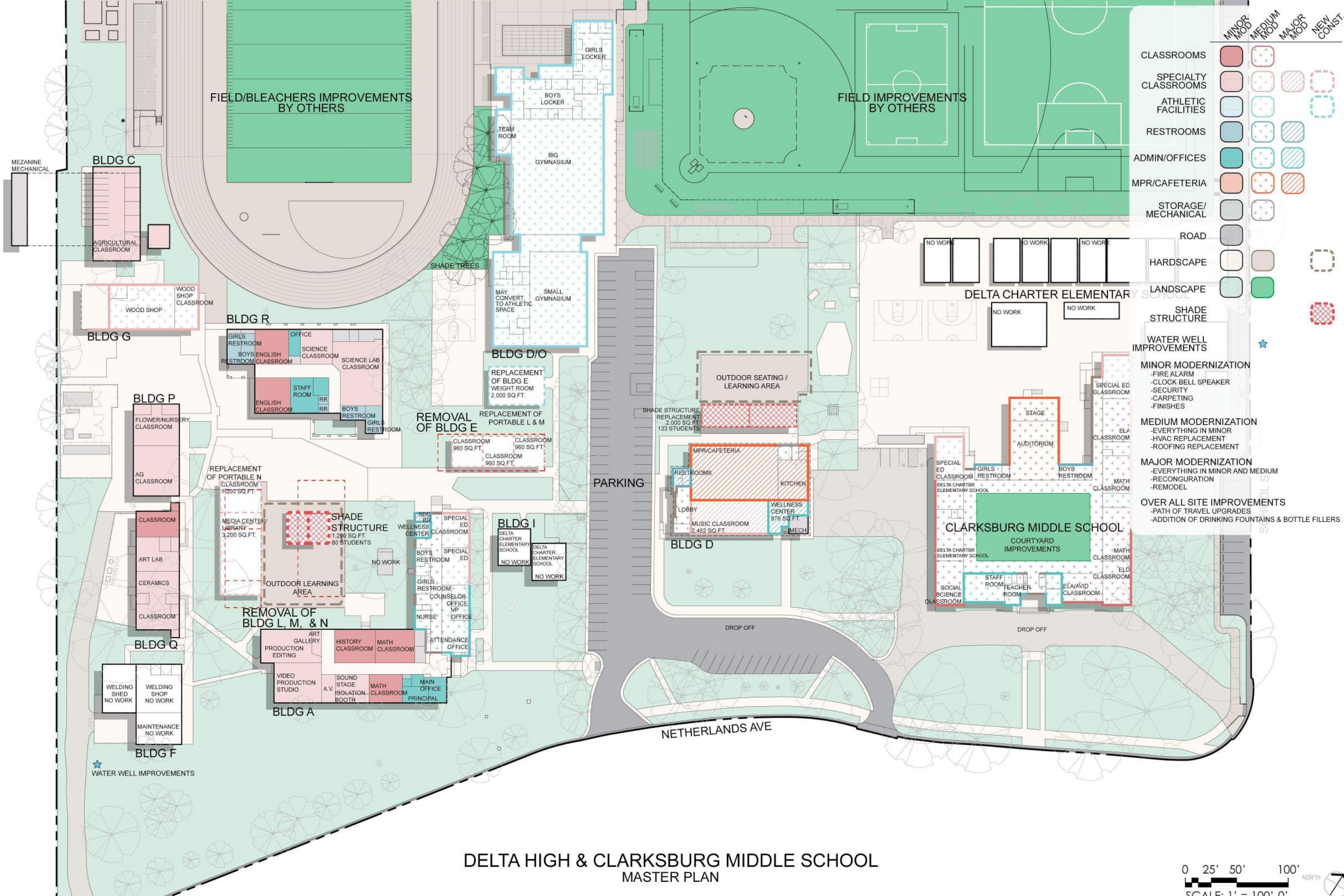




- EXIST**
- CLASSROOMS
  - SPECIALTY CLASSROOMS
  - GYM/FACILITIES
  - RESTROOMS
  - ADMIN/OFFICES
  - STORAGE/MECHANICAL
  - ROAD
  - HARDSCAPE
  - LANDSCAPE
  - GRAVEL

**DELTA HIGH & CLARKSBURG MIDDLE SCHOOL**  
EXISTING SITE PLAN

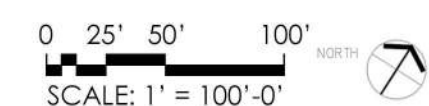




	MINOR MOD	MEDIUM MOD	MAJOR MOD	NEW CONST.
CLASSROOMS	[Red circle]	[Red circle with stars]	[Red circle with stars]	[Red circle with stars]
SPECIALTY CLASSROOMS	[Red circle]	[Red circle with stars]	[Red circle with stars]	[Red circle with stars]
ATHLETIC FACILITIES	[Blue circle]	[Blue circle with stars]	[Blue circle with stars]	[Blue circle with stars]
RESTROOMS	[Blue circle]	[Blue circle with stars]	[Blue circle with stars]	[Blue circle with stars]
ADMIN/OFFICES	[Blue circle]	[Blue circle with stars]	[Blue circle with stars]	[Blue circle with stars]
MPR/CAFETERIA	[Orange circle]	[Orange circle with stars]	[Orange circle with stars]	[Orange circle with stars]
STORAGE/MECHANICAL	[Grey circle]	[Grey circle with stars]	[Grey circle with stars]	[Grey circle with stars]
ROAD	[Grey circle]	[Grey circle with stars]	[Grey circle with stars]	[Grey circle with stars]
HARDSCAPE	[Light blue circle]	[Light blue circle with stars]	[Light blue circle with stars]	[Light blue circle with stars]
LANDSCAPE	[Green circle]	[Green circle with stars]	[Green circle with stars]	[Green circle with stars]
SHADE STRUCTURE	[Red cross-hatch]	[Red cross-hatch]	[Red cross-hatch]	[Red cross-hatch]
WATER WELL IMPROVEMENTS	[Blue star]	[Blue star]	[Blue star]	[Blue star]

- MINOR MODERNIZATION**
  - FIRE ALARM
  - CLOCK BELL SPEAKER
  - SECURITY
  - CARPETING
  - FINISHES
- MEDIUM MODERNIZATION**
  - EVERYTHING IN MINOR
  - HVAC REPLACEMENT
  - ROOFING REPLACEMENT
- MAJOR MODERNIZATION**
  - EVERYTHING IN MINOR AND MEDIUM
  - RECONFIGURATION
  - REMODEL
- OVER ALL SITE IMPROVEMENTS**
  - PATH OF TRAVEL UPGRADES
  - ADDITION OF DRINKING FOUNTAINS & BOTTLE FILLERS

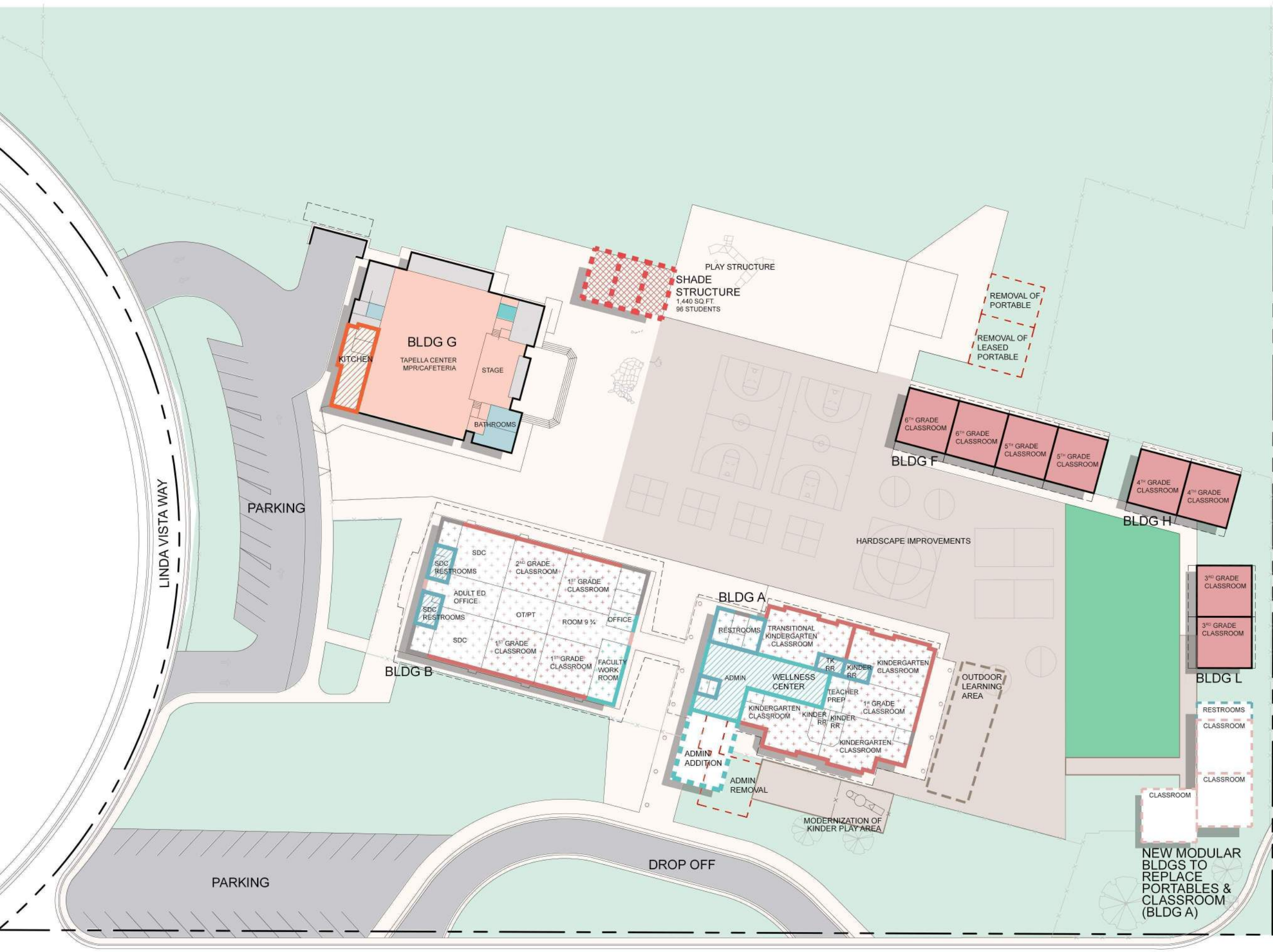
**DELTA HIGH & CLARKSBURG MIDDLE SCHOOL**  
**MASTER PLAN**





D.H. WHITE ELEMENTARY SCHOOL  
EXISTING CONDITIONS

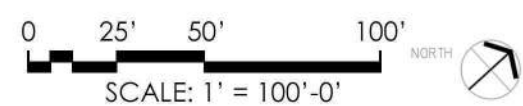


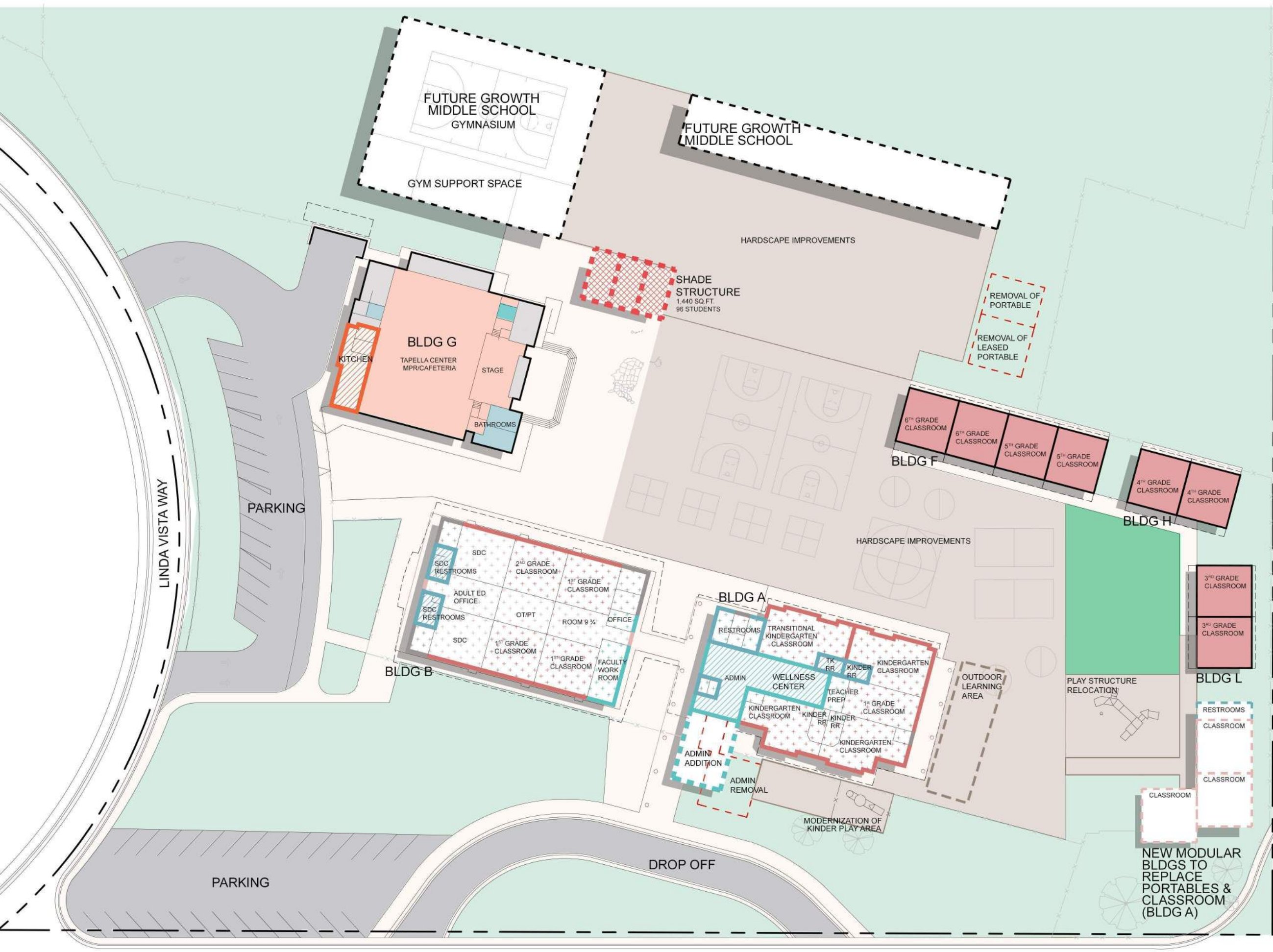


	MINOR MOD	MEDIUM MOD	MAJOR MOD	NEW CONST.
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SPECIALTY CLASSROOMS	[Light red solid]	[Light red with stars]		[Red dashed]
ATHLETIC FACILITIES	[Light blue solid]			
RESTROOMS	[Blue solid]	[Blue with stars]	[Blue with diagonal lines]	
ADMIN/OFFICES	[Teal solid]	[Teal with stars]	[Teal with diagonal lines]	[Teal dashed]
MPR/CAFETERIA	[Orange solid]		[Orange with diagonal lines]	
STORAGE/MECHANICAL	[Grey solid]	[Grey with stars]		
ROAD	[Dark grey solid]			
HARDSCAPE	[Light tan solid]			[Tan dashed]
LANDSCAPE	[Light green solid]	[Dark green solid]		
SHADE STRUCTURE				[Red cross-hatch]

- MINOR MODERNIZATION**
- FIRE ALARM
  - CLOCK BELL SPEAKER
  - SECURITY
  - CARPETING
  - FINISHES
- MEDIUM MODERNIZATION**
- EVERYTHING IN MINOR
  - HVAC REPLACEMENT
  - ROOFING REPLACEMENT
- MAJOR MODERNIZATION**
- EVERYTHING IN MINOR AND MEDIUM
  - RECONFIGURATION
  - REMODEL
- OVER ALL SITE IMPROVEMENTS**
- PATH OF TRAVEL UPGRADES
  - ADDITION OF DRINKING FOUNTAINS & BOTTLE FILLERS

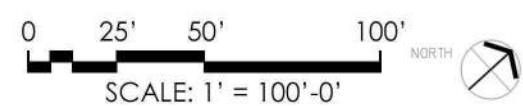
**D.H. WHITE ELEMENTARY SCHOOL**  
MASTER PLAN



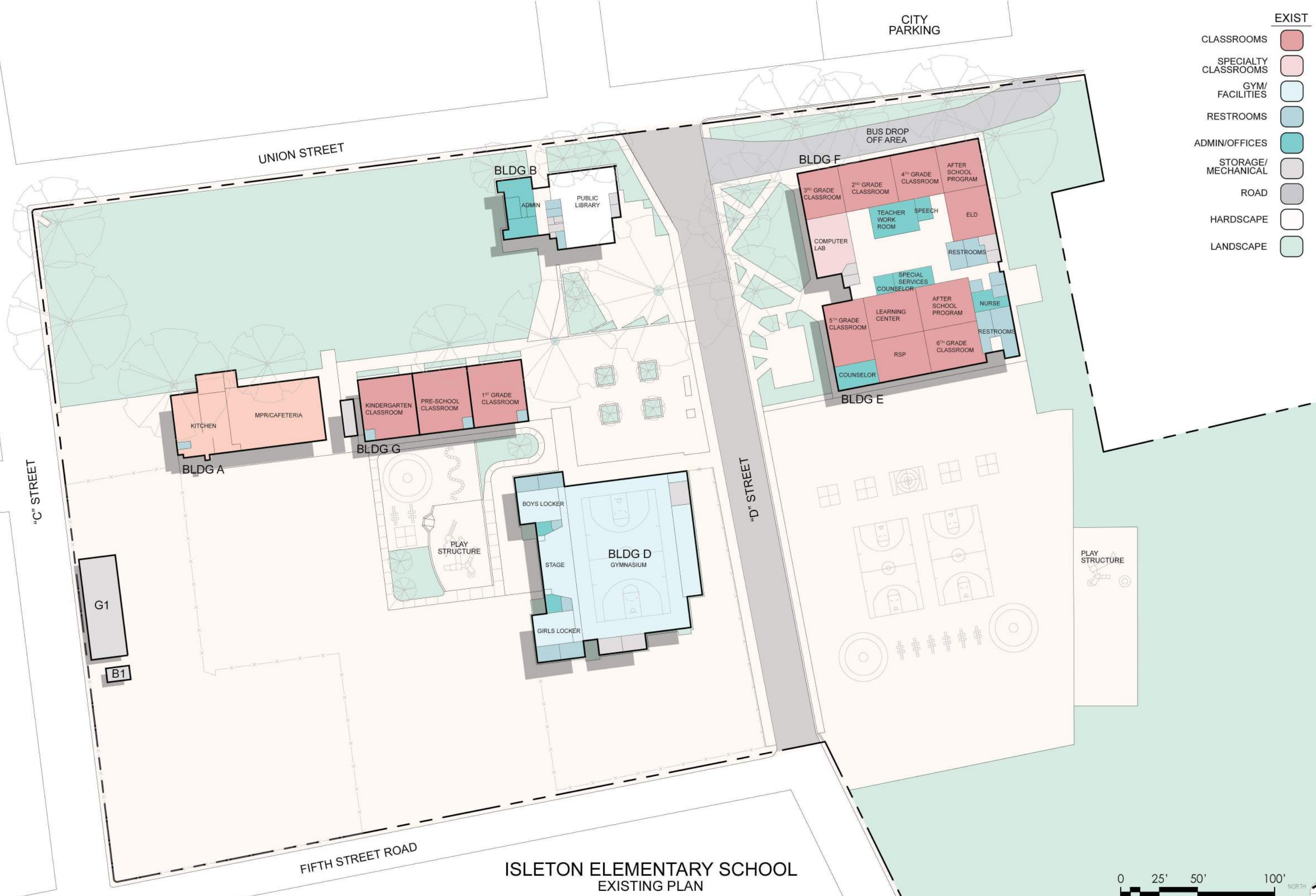


	MINOR MOD	MEDIUM MOD	MAJOR MOD	NEW CONST.
CLASSROOMS	[Red circle with dots]	[Red circle with stars]	[Red circle with diagonal lines]	[Red dashed circle]
SPECIALTY CLASSROOMS	[Light red circle]	[Light red circle with stars]	[Light red circle with diagonal lines]	[Light red dashed circle]
ATHLETIC FACILITIES	[Light blue circle]	[Light blue circle with stars]	[Light blue circle with diagonal lines]	[Light blue dashed circle]
RESTROOMS	[Blue circle]	[Blue circle with stars]	[Blue circle with diagonal lines]	[Blue dashed circle]
ADMIN/OFFICES	[Teal circle]	[Teal circle with stars]	[Teal circle with diagonal lines]	[Teal dashed circle]
MPR/CAFETERIA	[Orange circle]	[Orange circle with stars]	[Orange circle with diagonal lines]	[Orange dashed circle]
STORAGE/MECHANICAL	[Grey circle]	[Grey circle with stars]	[Grey circle with diagonal lines]	[Grey dashed circle]
ROAD	[Dark grey circle]	[Dark grey circle with stars]	[Dark grey circle with diagonal lines]	[Dark grey dashed circle]
HARDSCAPE	[Light tan circle]	[Light tan circle with stars]	[Light tan circle with diagonal lines]	[Light tan dashed circle]
LANDSCAPE	[Light green circle]	[Light green circle with stars]	[Light green circle with diagonal lines]	[Light green dashed circle]
SHADE STRUCTURE	[Red cross-hatch pattern]	[Red cross-hatch pattern with stars]	[Red cross-hatch pattern with diagonal lines]	[Red dashed cross-hatch pattern]
FUTURE GROWTH	[Red dashed outline]	[Red dashed outline with stars]	[Red dashed outline with diagonal lines]	[Red dashed outline]
<b>MINOR MODERNIZATION</b>	<ul style="list-style-type: none"> <li>-FIRE ALARM</li> <li>-CLOCK BELL SPEAKER</li> <li>-SECURITY</li> <li>-CARPETING</li> <li>-FINISHES</li> </ul>			
<b>MEDIUM MODERNIZATION</b>	<ul style="list-style-type: none"> <li>-EVERYTHING IN MINOR</li> <li>-HVAC REPLACEMENT</li> <li>-ROOFING REPLACEMENT</li> </ul>			
<b>MAJOR MODERNIZATION</b>	<ul style="list-style-type: none"> <li>-EVERYTHING IN MINOR AND MEDIUM</li> <li>-RECONFIGURATION</li> <li>-REMODEL</li> </ul>			
<b>OVER ALL SITE IMPROVEMENTS</b>	<ul style="list-style-type: none"> <li>-PATH OF TRAVEL UPGRADES</li> <li>-ADDITION OF DRINKING FOUNTAINS &amp; BOTTLE FILLERS</li> </ul>			

**D.H. WHITE ELEMENTARY SCHOOL**  
FUTURE GROWTH



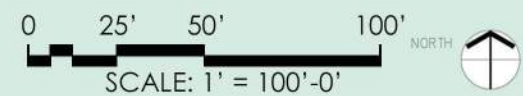


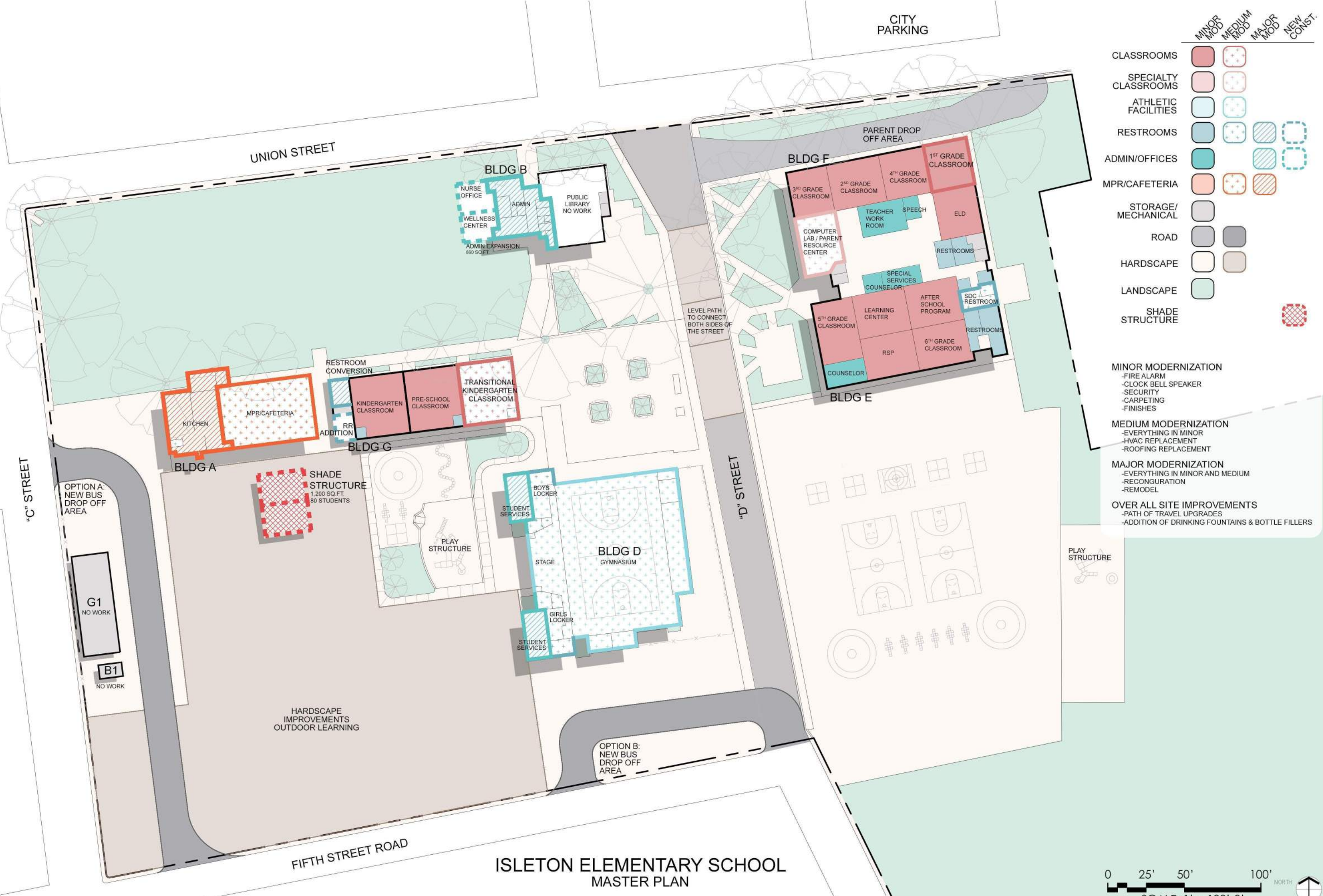


EXIST

- CLASSROOMS
- SPECIALTY CLASSROOMS
- GYM/FACILITIES
- RESTROOMS
- ADMIN/OFFICES
- STORAGE/MECHANICAL
- ROAD
- HARDSCAPE
- LANDSCAPE

ISLETON ELEMENTARY SCHOOL  
EXISTING PLAN

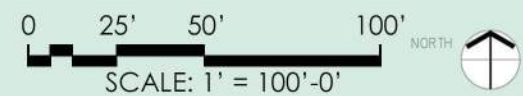


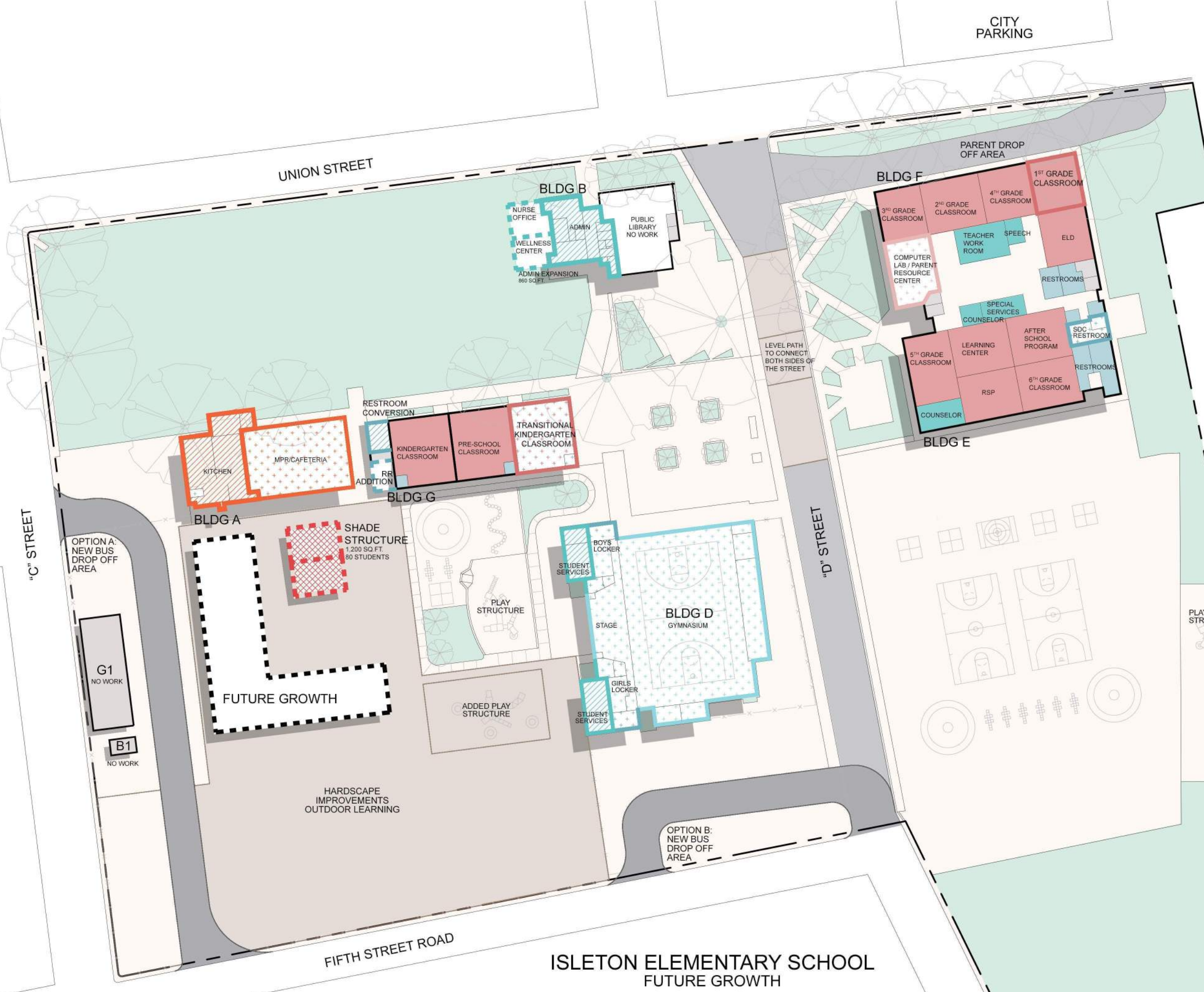


	MINOR MOD	MEDIUM MOD	MAJOR MOD	NEW CONST.
CLASSROOMS	[Red box]	[Red box with stars]		
SPECIALTY CLASSROOMS	[Light red box]	[Light red box with stars]		
ATHLETIC FACILITIES	[Light blue box]	[Light blue box with stars]		
RESTROOMS	[Blue box]	[Blue box with stars]	[Blue box with diagonal lines]	[Blue dashed box]
ADMIN/OFFICES	[Teal box]		[Teal box with diagonal lines]	[Teal dashed box]
MPR/CAFETERIA	[Orange box]	[Orange box with stars]	[Orange box with diagonal lines]	
STORAGE/MECHANICAL	[Grey box]			
ROAD	[Light grey box]	[Dark grey box]		
HARDSCAPE	[Light tan box]	[Dark tan box]		
LANDSCAPE	[Light green box]			
SHADE STRUCTURE	[Red and white grid pattern]			

- MINOR MODERNIZATION**
- FIRE ALARM
  - CLOCK BELL SPEAKER
  - SECURITY
  - CARPETING
  - FINISHES
- MEDIUM MODERNIZATION**
- EVERYTHING IN MINOR
  - HVAC REPLACEMENT
  - ROOFING REPLACEMENT
- MAJOR MODERNIZATION**
- EVERYTHING IN MINOR AND MEDIUM
  - RECONFIGURATION
  - REMODEL
- OVER ALL SITE IMPROVEMENTS**
- PATH OF TRAVEL UPGRADES
  - ADDITION OF DRINKING FOUNTAINS & BOTTLE FILLERS

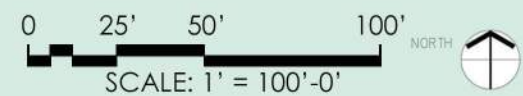
**ISLETON ELEMENTARY SCHOOL  
MASTER PLAN**

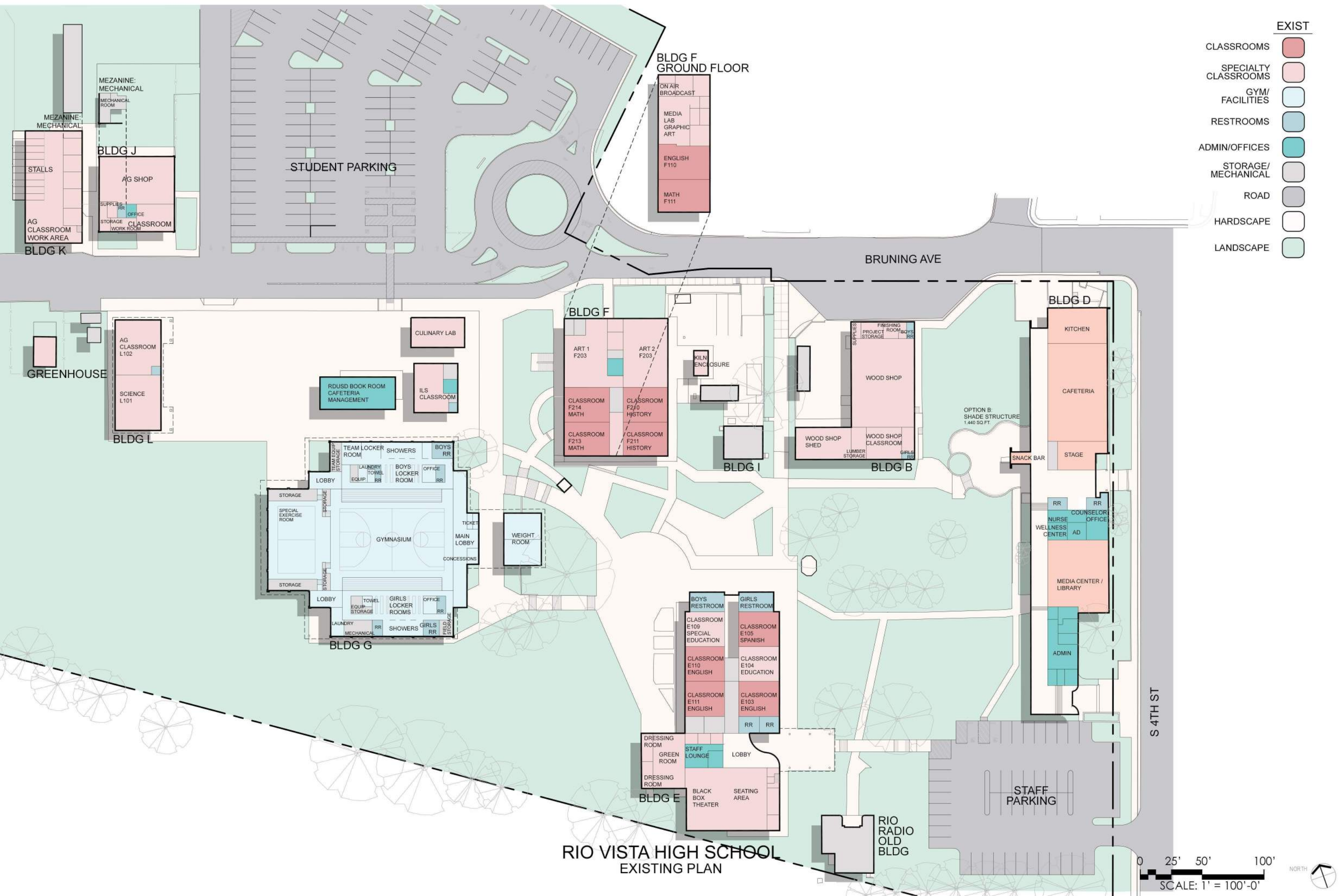




	MINOR MOD	MEDIUM MOD	MAJOR MOD	NEW CONST.
CLASSROOMS	[Red box]	[Red box with stars]	[Red box with stars]	[Red box with stars]
SPECIALTY CLASSROOMS	[Light red box]	[Light red box with stars]	[Light red box with stars]	[Light red box with stars]
ATHLETIC FACILITIES	[Light blue box]	[Light blue box with stars]	[Light blue box with stars]	[Light blue box with stars]
RESTROOMS	[Blue box]	[Blue box with stars]	[Blue box with stars]	[Blue box with stars]
ADMIN/OFFICES	[Teal box]	[Teal box with stars]	[Teal box with stars]	[Teal box with stars]
MPR/CAFETERIA	[Orange box]	[Orange box with stars]	[Orange box with stars]	[Orange box with stars]
STORAGE/MECHANICAL	[Grey box]	[Grey box]	[Grey box]	[Grey box]
ROAD	[Dark grey box]	[Dark grey box]	[Dark grey box]	[Dark grey box]
HARDSCAPE	[Light tan box]	[Light tan box]	[Light tan box]	[Light tan box]
LANDSCAPE	[Light green box]	[Light green box]	[Light green box]	[Light green box]
SHADE STRUCTURE	[Red grid box]	[Red grid box]	[Red grid box]	[Red grid box]
FUTURE GROWTH	[Dashed black box]	[Dashed black box]	[Dashed black box]	[Dashed black box]
<b>MINOR MODERNIZATION</b>				
-FIRE ALARM				
-CLOCK BELL SPEAKER				
-SECURITY				
-CARPETING				
-FINISHES				
<b>MEDIUM MODERNIZATION</b>				
-EVERYTHING IN MINOR				
-HVAC REPLACEMENT				
-ROOFING REPLACEMENT				
<b>MAJOR MODERNIZATION</b>				
-EVERYTHING IN MINOR AND MEDIUM				
-RECONFIGURATION				
-REMODEL				
<b>OVER ALL SITE IMPROVEMENTS</b>				
-PATH OF TRAVEL UPGRADES				
-ADDITION OF DRINKING FOUNTAINS & BOTTLE FILLERS				

**ISLETON ELEMENTARY SCHOOL**  
FUTURE GROWTH

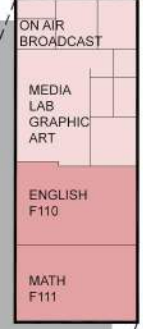




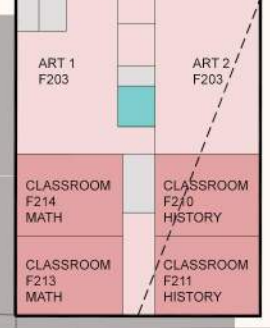
EXIST

- CLASSROOMS
- SPECIALTY CLASSROOMS
- GYM/FACILITIES
- RESTROOMS
- ADMIN/OFFICES
- STORAGE/MECHANICAL
- ROAD
- HARDSCAPE
- LANDSCAPE

BLDG F GROUND FLOOR



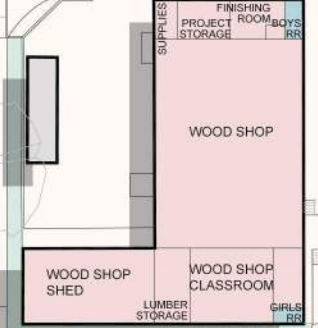
BLDG F



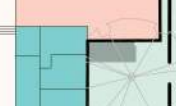
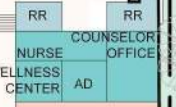
BLDG I



BLDG B



BLDG D



STUDENT PARKING

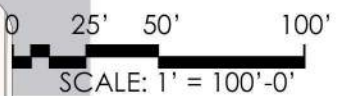
BRUNING AVE

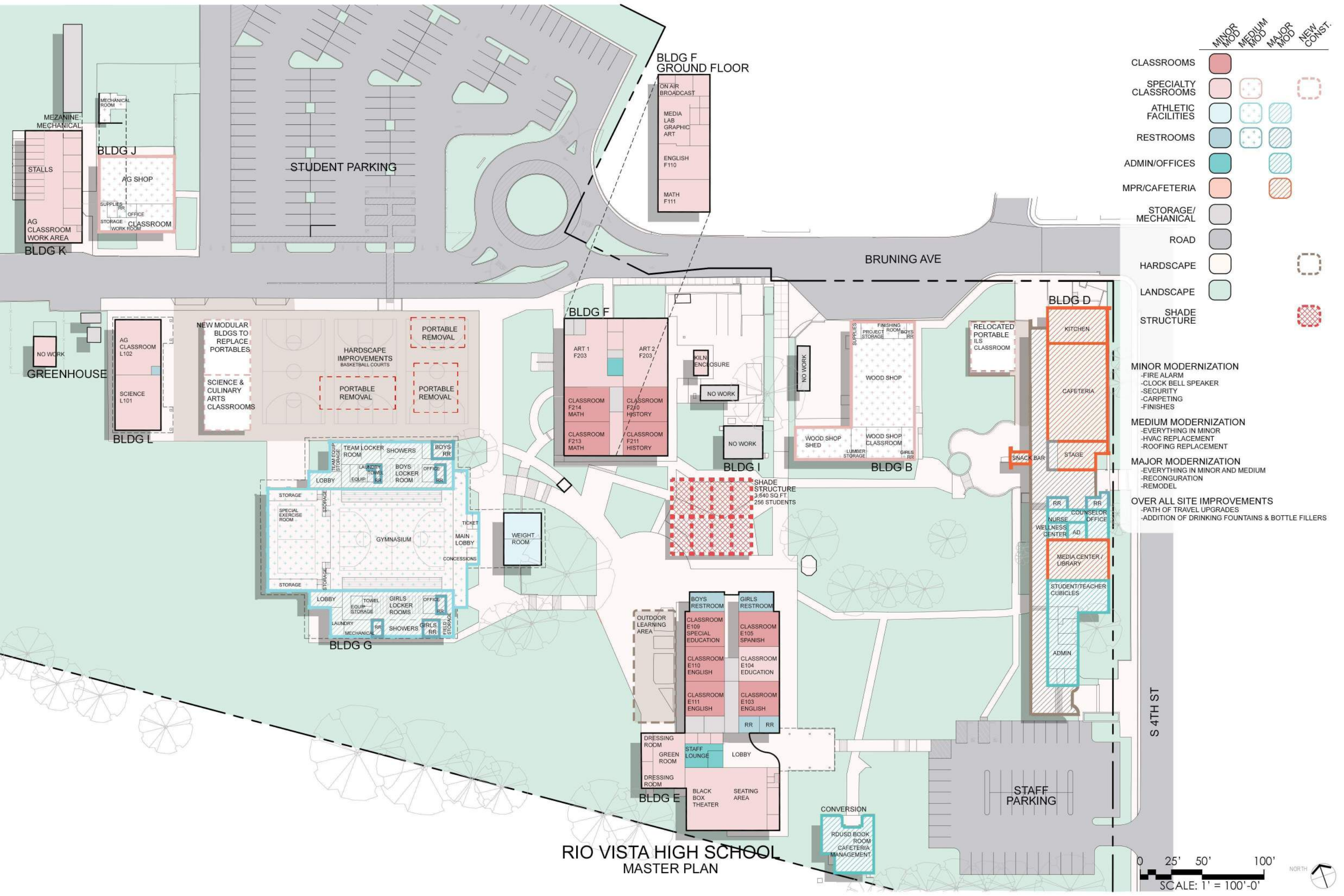
S 4TH ST

STAFF PARKING

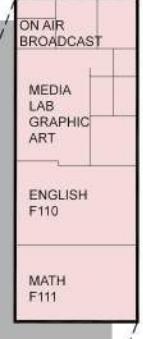
RIO VISTA HIGH SCHOOL  
EXISTING PLAN

RIO RADIO  
OLD BLDG





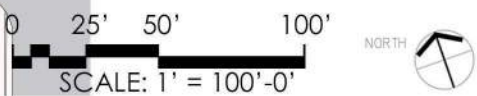
BLDG F GROUND FLOOR

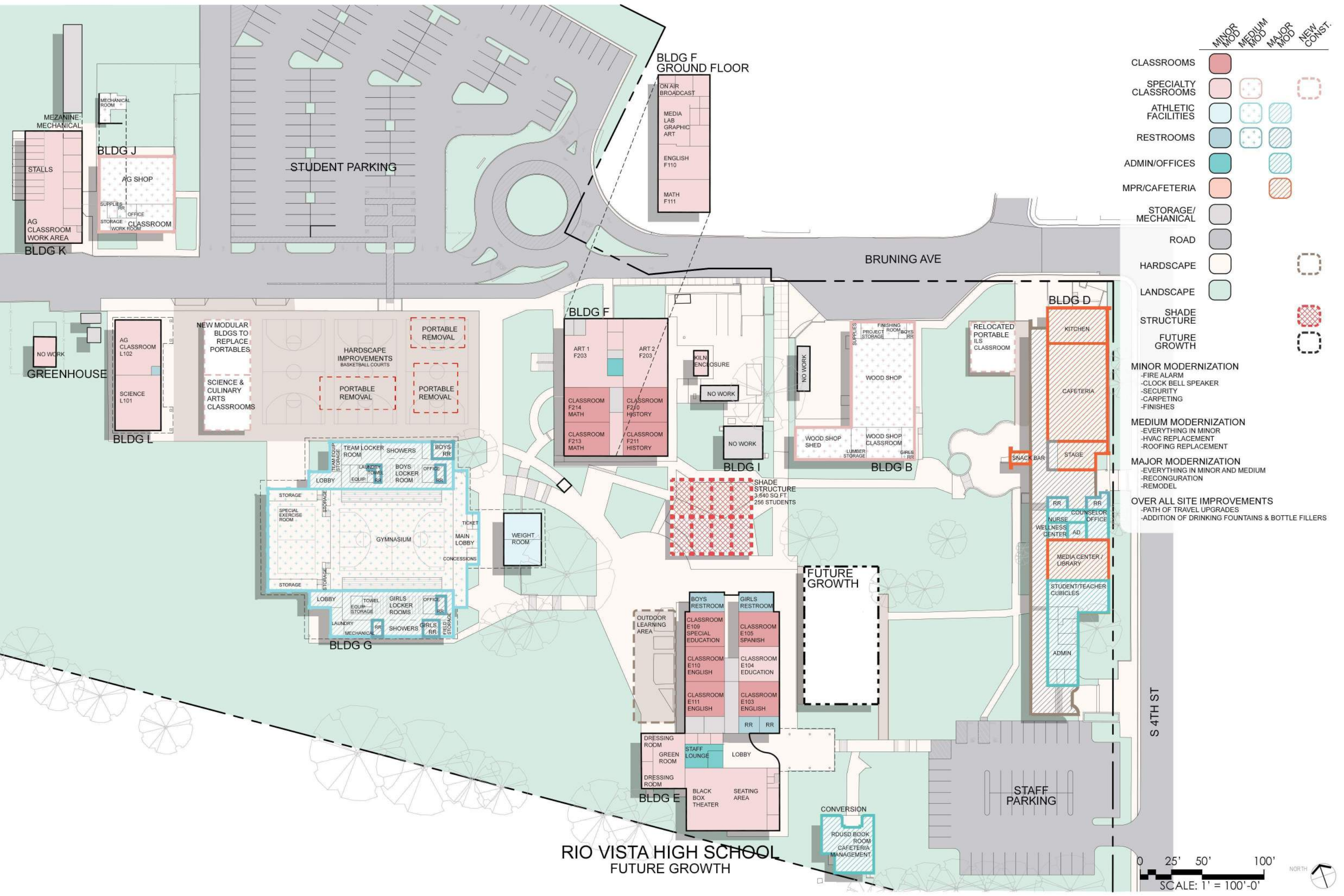


- |                      | MINOR MOD           | MEDIUM MOD                     | MAJOR MOD                               | NEW CONST.                            |
|----------------------|---------------------|--------------------------------|---|---------------------------------------|
| CLASSROOMS           | [Red Circle]        |                                |   |                                       |
| SPECIALTY CLASSROOMS | [Light Red Circle]  | [Light Red Circle with stars]  |   | [Light Red Circle with dashed border] |
| ATHLETIC FACILITIES  | [Light Blue Circle] | [Light Blue Circle with stars] | [Light Blue Circle with diagonal lines] |                                       |
| RESTROOMS            | [Blue Circle]       | [Blue Circle with stars]       | [Blue Circle with diagonal lines]       |                                       |
| ADMIN/OFFICES        | [Teal Circle]       |                                | [Teal Circle with diagonal lines]       |                                       |
| MPR/CAFETERIA        | [Orange Circle]     |                                | [Orange Circle with diagonal lines]     |                                       |
| STORAGE/MECHANICAL   | [Grey Circle]       |                                |   |                                       |
| ROAD                 | [Grey Circle]       |                                |   |                                       |
| HARDSCAPE            | [White Circle]      |                                |   | [White Circle with dashed border]     |
| LANDSCAPE            | [Green Circle]      |                                |   |                                       |
| SHADE STRUCTURE      |                     |                                |   | [Red Grid Circle]                     |

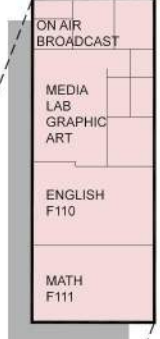
- MINOR MODERNIZATION**
- FIRE ALARM
  - CLOCK BELL SPEAKER
  - SECURITY
  - CARPETING
  - FINISHES
- MEDIUM MODERNIZATION**
- EVERYTHING IN MINOR
  - HVAC REPLACEMENT
  - ROOFING REPLACEMENT
- MAJOR MODERNIZATION**
- EVERYTHING IN MINOR AND MEDIUM
  - RECONFIGURATION
  - REMODEL
- OVER ALL SITE IMPROVEMENTS**
- PATH OF TRAVEL UPGRADES
  - ADDITION OF DRINKING FOUNTAINS & BOTTLE FILLERS

RIO VISTA HIGH SCHOOL  
MASTER PLAN

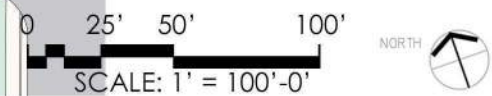




**BLDG F GROUND FLOOR**

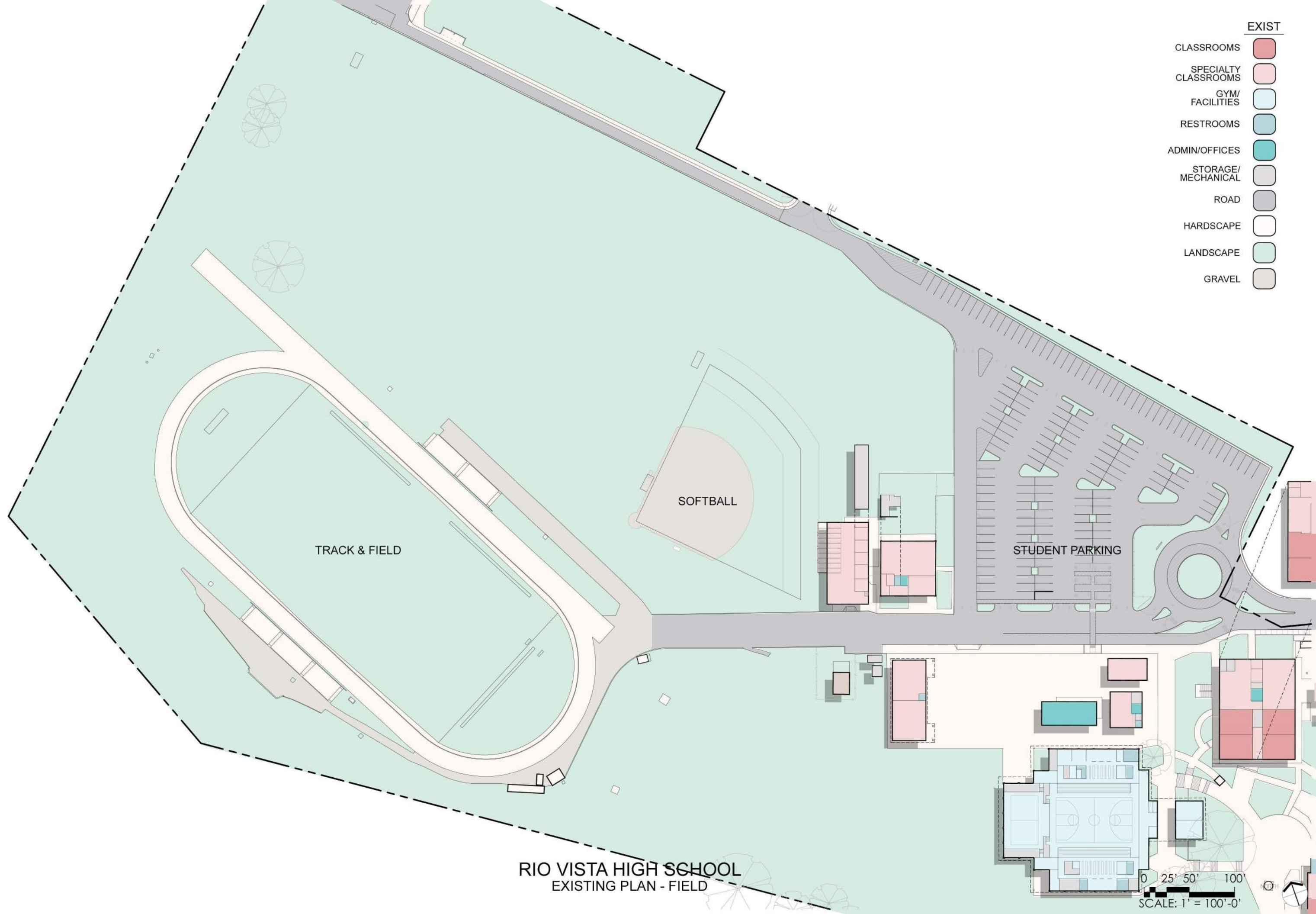


- |                                   | MINOR MOD  | MEDIUM MOD                          | MAJOR MOD                                     | NEW CONST.                       |
|-----------------------------------|--|-------------------------------------|---|----------------------------------|
| CLASSROOMS                        | [Red circle]   | [Red circle with dots]              | [Red circle with diagonal lines]              | [Red dashed circle]              |
| SPECIALTY CLASSROOMS              | [Light red circle]   | [Light red circle with dots]        | [Light red circle with diagonal lines]        | [Light red dashed circle]        |
| ATHLETIC FACILITIES               | [Light blue circle]  | [Light blue circle with dots]       | [Light blue circle with diagonal lines]       | [Light blue dashed circle]       |
| RESTROOMS                         | [Blue circle]  | [Blue circle with dots]             | [Blue circle with diagonal lines]             | [Blue dashed circle]             |
| ADMIN/OFFICES                     | [Teal circle]  | [Teal circle with dots]             | [Teal circle with diagonal lines]             | [Teal dashed circle]             |
| MPR/CAFETERIA                     | [Orange circle]  | [Orange circle with dots]           | [Orange circle with diagonal lines]           | [Orange dashed circle]           |
| STORAGE/MECHANICAL                | [Grey circle]  | [Grey circle with dots]             | [Grey circle with diagonal lines]             | [Grey dashed circle]             |
| ROAD                              | [Dark grey circle]   | [Dark grey circle with dots]        | [Dark grey circle with diagonal lines]        | [Dark grey dashed circle]        |
| HARDSCAPE                         | [Light grey circle]  | [Light grey circle with dots]       | [Light grey circle with diagonal lines]       | [Light grey dashed circle]       |
| LANDSCAPE                         | [Green circle]   | [Green circle with dots]            | [Green circle with diagonal lines]            | [Green dashed circle]            |
| SHADE STRUCTURE                   | [Red cross-hatch pattern]  | [Red cross-hatch pattern with dots] | [Red cross-hatch pattern with diagonal lines] | [Red cross-hatch pattern dashed] |
| FUTURE GROWTH                     | [Black dashed circle]  | [Black dashed circle with dots]     | [Black dashed circle with diagonal lines]     | [Black dashed circle]            |
| <b>MINOR MODERNIZATION</b>        | <ul style="list-style-type: none"> <li>-FIRE ALARM</li> <li>-CLOCK BELL SPEAKER</li> <li>-SECURITY</li> <li>-CARPETING</li> <li>-FINISHES</li> </ul> |                                     |   |                                  |
| <b>MEDIUM MODERNIZATION</b>       | <ul style="list-style-type: none"> <li>-EVERYTHING IN MINOR</li> <li>-HVAC REPLACEMENT</li> <li>-ROOFING REPLACEMENT</li> </ul>                      |                                     |   |                                  |
| <b>MAJOR MODERNIZATION</b>        | <ul style="list-style-type: none"> <li>-EVERYTHING IN MINOR AND MEDIUM</li> <li>-RECONFIGURATION</li> <li>-REMODEL</li> </ul>                        |                                     |   |                                  |
| <b>OVER ALL SITE IMPROVEMENTS</b> | <ul style="list-style-type: none"> <li>-PATH OF TRAVEL UPGRADES</li> <li>-ADDITION OF DRINKING FOUNTAINS &amp; BOTTLE FILLERS</li> </ul>             |                                     |   |                                  |



**RIO VISTA HIGH SCHOOL  
FUTURE GROWTH**

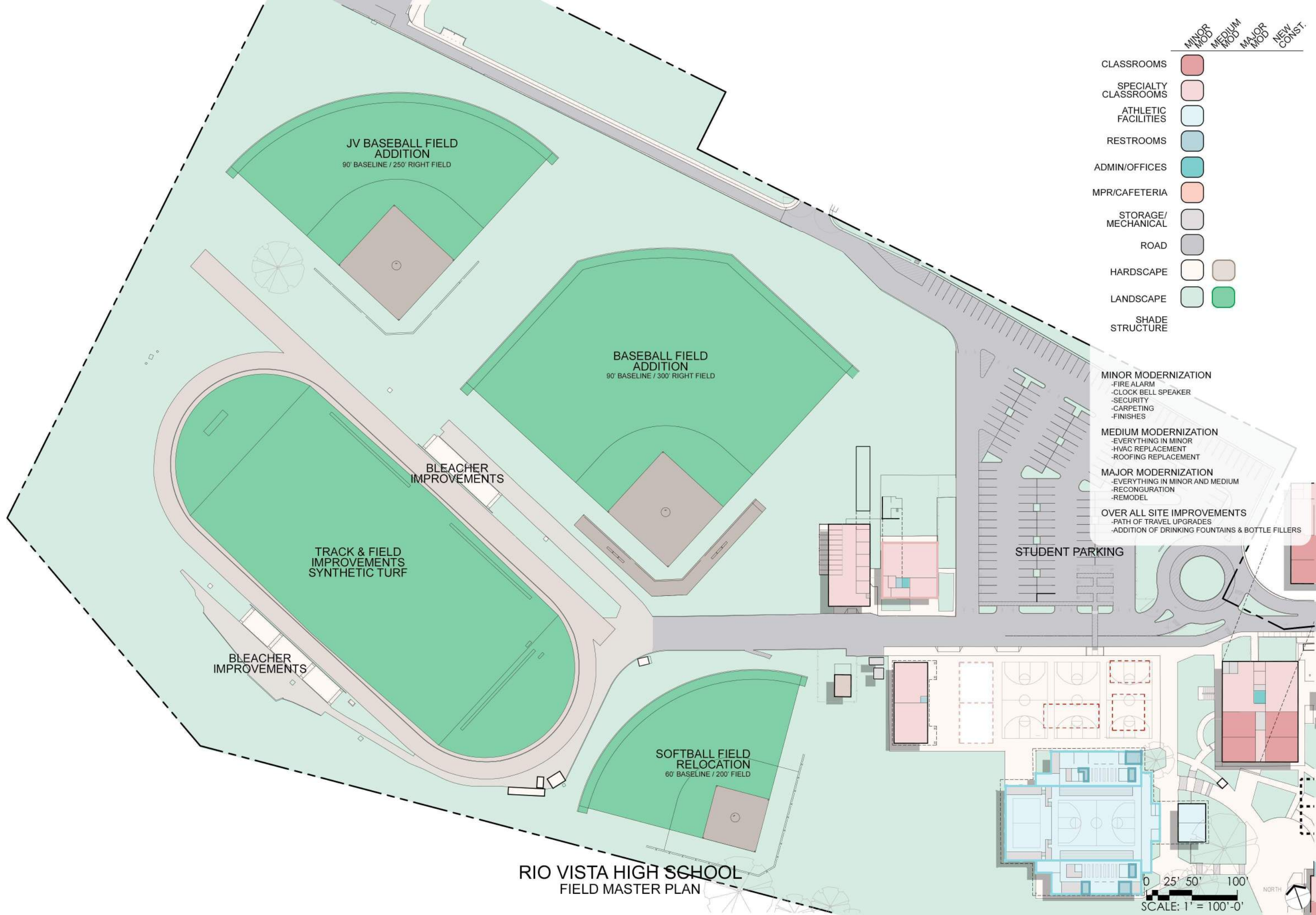
- EXIST**
- CLASSROOMS
  - SPECIALTY CLASSROOMS
  - GYM/FACILITIES
  - RESTROOMS
  - ADMIN/OFFICES
  - STORAGE/MECHANICAL
  - ROAD
  - HARDSCAPE
  - LANDSCAPE
  - GRAVEL



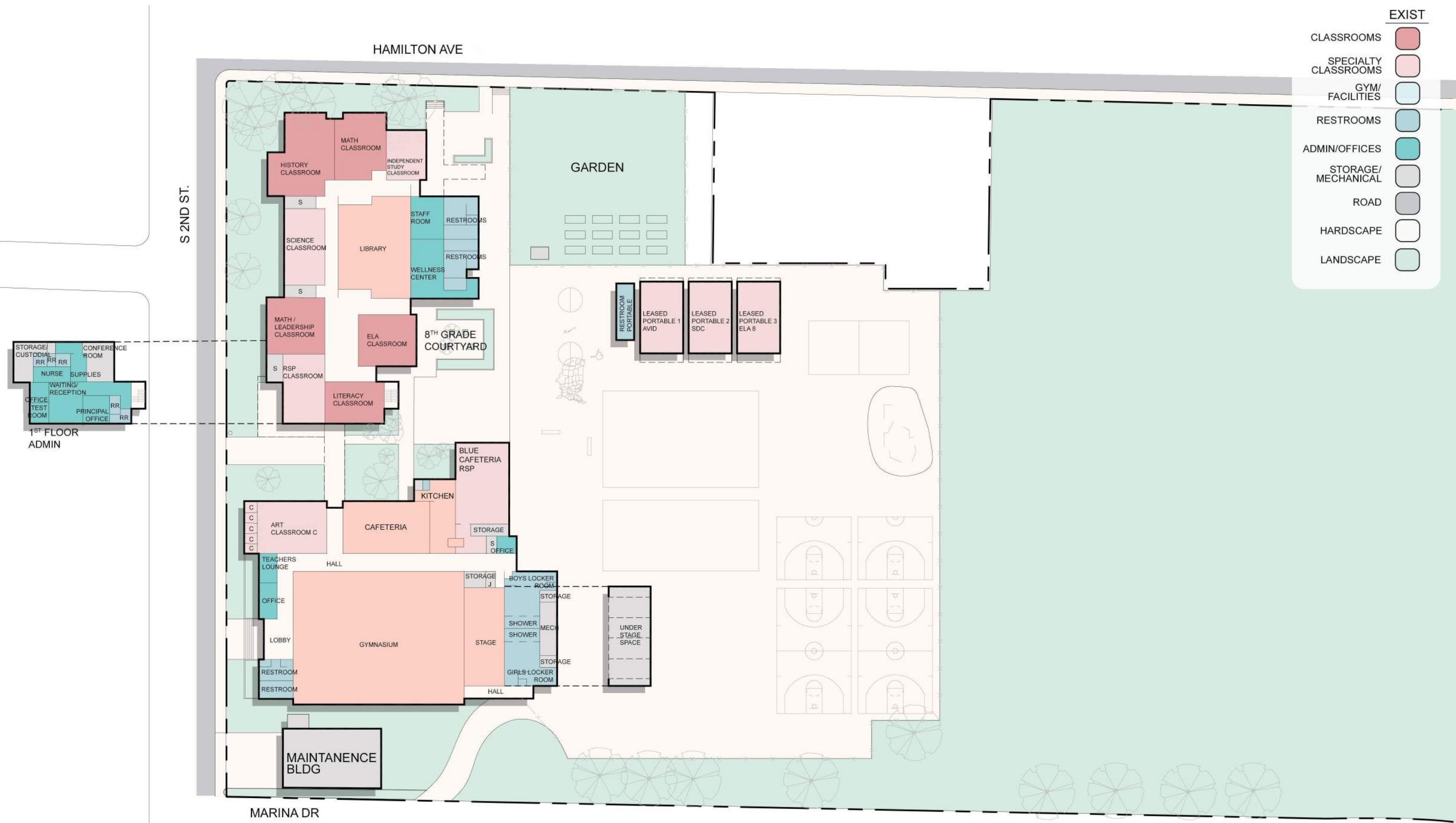
**RIO VISTA HIGH SCHOOL**  
EXISTING PLAN - FIELD

0 25' 50' 100'  
SCALE: 1" = 100'-0"









RIVERVIEW MIDDLE SCHOOL  
EXISTING CONDITIONS





	MINOR MOD	MEDIUM MOD	MAJOR MOD	NEW CONST.
CLASSROOMS	[Red box with dots]	[Red box with stars]	[Red box with diagonal lines]	[Red dashed box]
SPECIALTY CLASSROOMS	[Light red box with dots]	[Light red box with stars]	[Light red box with diagonal lines]	[Light red dashed box]
ATHLETIC FACILITIES	[Light blue box with dots]	[Light blue box with stars]	[Light blue box with diagonal lines]	[Light blue dashed box]
RESTROOMS	[Light blue box with dots]	[Light blue box with stars]	[Light blue box with diagonal lines]	[Light blue dashed box]
ADMIN/OFFICES	[Teal box with dots]	[Teal box with stars]	[Teal box with diagonal lines]	[Teal dashed box]
MPR/CAFETERIA	[Orange box with dots]	[Orange box with stars]	[Orange box with diagonal lines]	[Orange dashed box]
STORAGE/MECHANICAL	[Grey box with dots]	[Grey box with stars]	[Grey box with diagonal lines]	[Grey dashed box]
ROAD	[Light grey box]	[Dark grey box]		
HARDSCAPE	[Light tan box]	[Dark tan box]		[Dashed tan box]
LANDSCAPE	[Light green box]	[Dark green box]		
SHADE STRUCTURE				[Red cross-hatch box]

**MINOR MODERNIZATION**

- FIRE ALARM
- CLOCK BELL SPEAKER
- SECURITY
- CARPETING
- FINISHES

**MEDIUM MODERNIZATION**

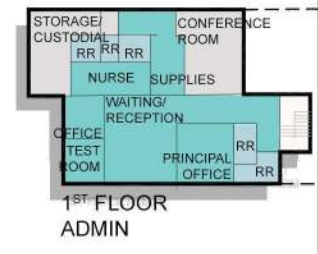
- EVERYTHING IN MINOR
- HVAC REPLACEMENT
- ROOFING REPLACEMENT

**MAJOR MODERNIZATION**

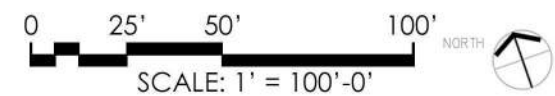
- EVERYTHING IN MINOR AND MEDIUM
- RECONFIGURATION
- REMODEL

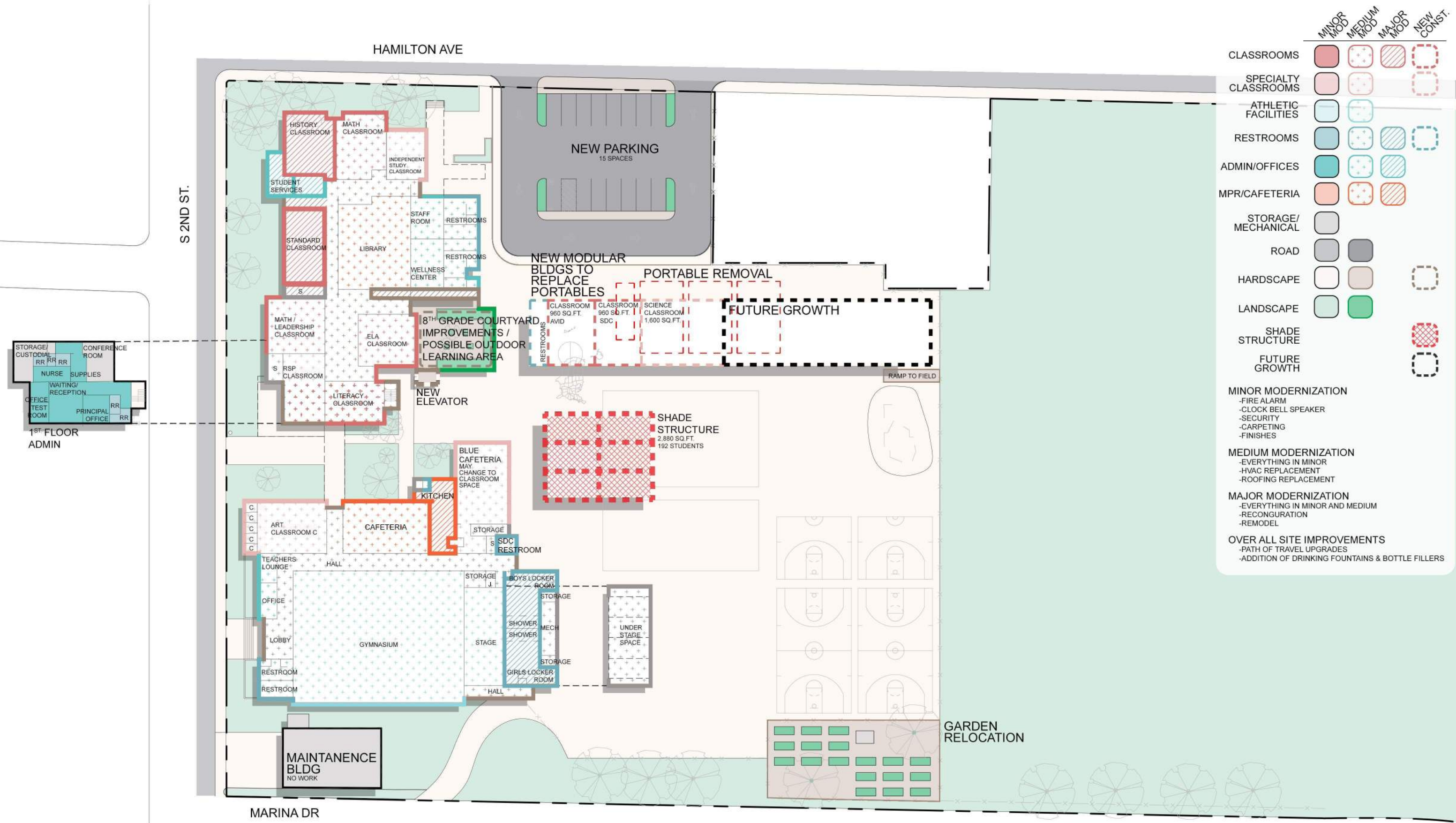
**OVER ALL SITE IMPROVEMENTS**

- PATH OF TRAVEL UPGRADES
- ADDITION OF DRINKING FOUNTAINS & BOTTLE FILLERS



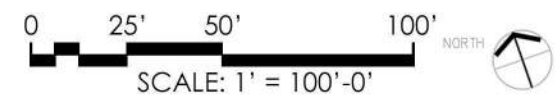
RIVERVIEW MIDDLE SCHOOL  
MASTER PLAN

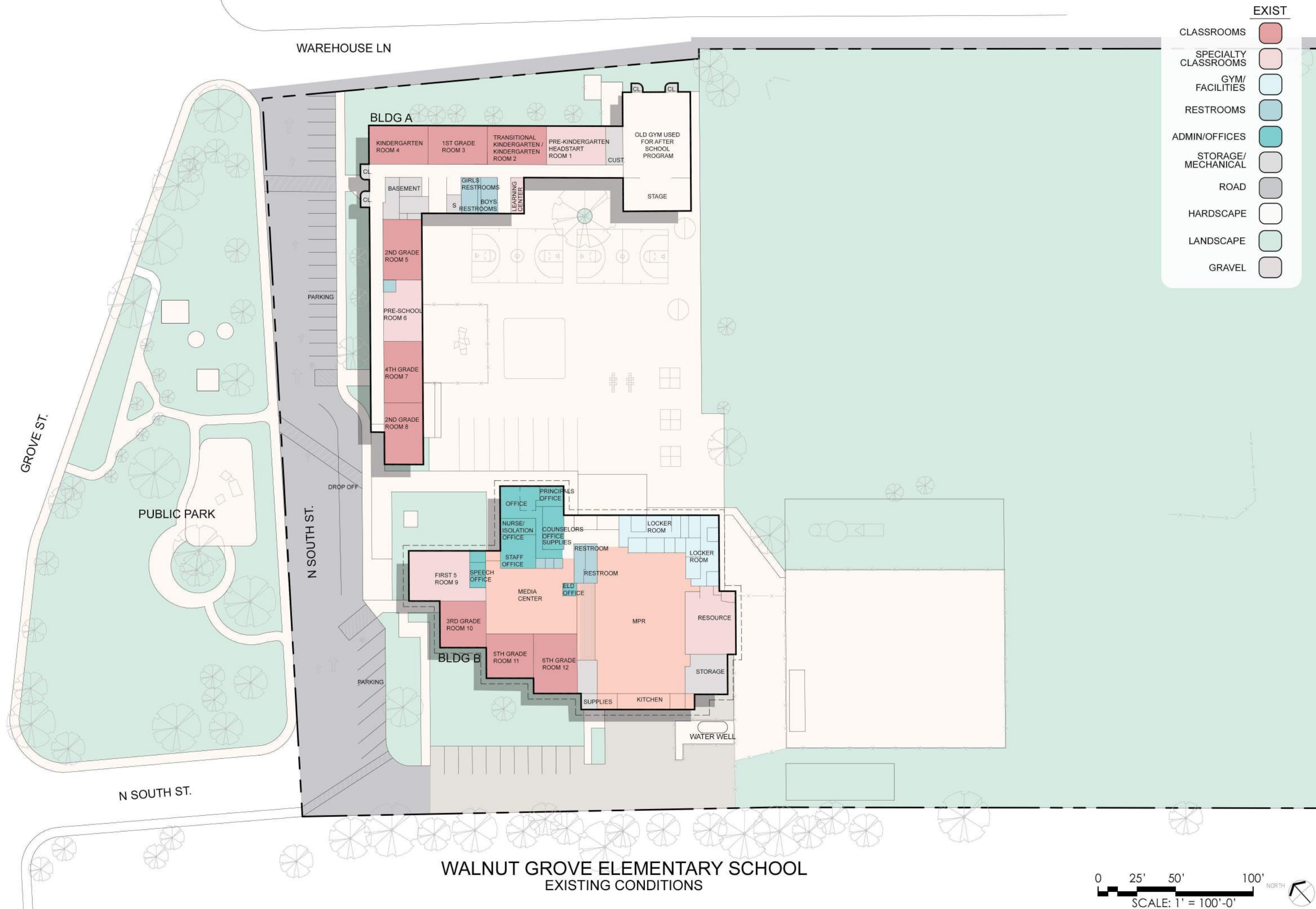


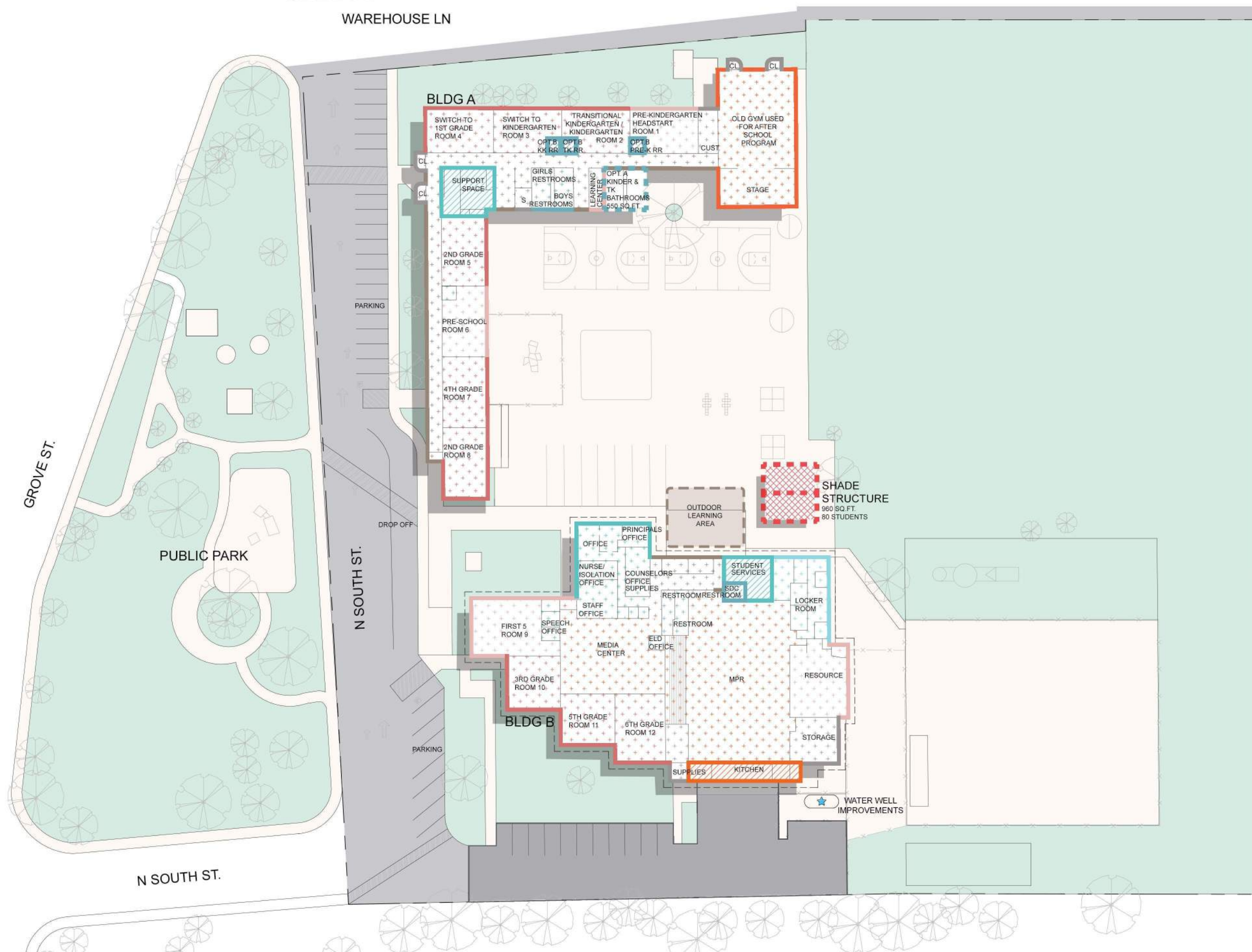


	MINOR MOD	MEDIUM MOD	MAJOR MOD	NEW CONST.
CLASSROOMS	[Red box with dots]	[Red box with stars]	[Red box with diagonal lines]	[Red dashed box]
SPECIALTY CLASSROOMS	[Light red box with dots]	[Light red box with stars]	[Light red box with diagonal lines]	[Light red dashed box]
ATHLETIC FACILITIES	[Light blue box with dots]	[Light blue box with stars]	[Light blue box with diagonal lines]	[Light blue dashed box]
RESTROOMS	[Light blue box with dots]	[Light blue box with stars]	[Light blue box with diagonal lines]	[Light blue dashed box]
ADMIN/OFFICES	[Teal box with dots]	[Teal box with stars]	[Teal box with diagonal lines]	[Teal dashed box]
MPR/CAFETERIA	[Orange box with dots]	[Orange box with stars]	[Orange box with diagonal lines]	[Orange dashed box]
STORAGE/MECHANICAL	[Grey box with dots]	[Grey box with stars]	[Grey box with diagonal lines]	[Grey dashed box]
ROAD	[Light grey box]	[Dark grey box]		
HARDSCAPE	[Light tan box]	[Dark tan box]		[Dashed tan box]
LANDSCAPE	[Light green box]	[Dark green box]		
SHADE STRUCTURE				[Red cross-hatch box]
FUTURE GROWTH				[Black dashed box]
<b>MINOR MODERNIZATION</b>				
-FIRE ALARM				
-CLOCK BELL SPEAKER				
-SECURITY				
-CARPETING				
-FINISHES				
<b>MEDIUM MODERNIZATION</b>				
-EVERYTHING IN MINOR				
-HVAC REPLACEMENT				
-ROOFING REPLACEMENT				
<b>MAJOR MODERNIZATION</b>				
-EVERYTHING IN MINOR AND MEDIUM				
-RECONFIGURATION				
-REMODEL				
<b>OVER ALL SITE IMPROVEMENTS</b>				
-PATH OF TRAVEL UPGRADES				
-ADDITION OF DRINKING FOUNTAINS & BOTTLE FILLERS				

RIVERVIEW MIDDLE SCHOOL  
FUTURE GROWTH







	MINOR MOD	MEDIUM MOD	MAJOR MOD	NEW CONST.
CLASSROOMS	[Red circle with dots]	[Red circle with stars]		
SPECIALTY CLASSROOMS	[Light red circle with dots]	[Light red circle with stars]		
ATHLETIC FACILITIES	[Light blue circle with dots]	[Light blue circle with stars]		
RESTROOMS	[Blue circle with dots]	[Blue circle with stars]	[Blue circle with diagonal lines]	
ADMIN/OFFICES	[Teal circle with dots]	[Teal circle with stars]	[Teal circle with diagonal lines]	
MPR/CAFETERIA	[Orange circle with dots]	[Orange circle with stars]	[Orange circle with diagonal lines]	
STORAGE/MECHANICAL	[Grey circle with dots]	[Grey circle with stars]		
ROAD	[Dark grey circle with dots]	[Dark grey circle with stars]		
HARDSCAPE	[Light brown circle with dots]	[Light brown circle with stars]		[Dashed circle]
LANDSCAPE	[Light green circle with dots]	[Light green circle with stars]		
SHADE STRUCTURE				[Red grid pattern]
WATER WELL IMPROVEMENTS		[Blue star]		
<b>MINOR MODERNIZATION</b>				
-FIRE ALARM				
-CLOCK BELL SPEAKER				
-SECURITY				
-CARPETING				
-FINISHES				
<b>MEDIUM MODERNIZATION</b>				
-EVERYTHING IN MINOR				
-HVAC REPLACEMENT				
-ROOFING REPLACEMENT				
<b>MAJOR MODERNIZATION</b>				
-EVERYTHING IN MINOR AND MEDIUM				
-RECONFIGURATION				
-REMODEL				
-WINDOW REPLACEMENT (BLDG A)				
<b>OVER ALL SITE IMPROVEMENTS</b>				
-PATH OF TRAVEL UPGRADES				
-ADDITION OF DRINKING FOUNTAINS & BOTTLE FILLERS				

WALNUT GROVE ELEMENTARY SCHOOL  
MASTER PLAN

