

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:

February 21, 2023 ♦ General Open Session 6:30pm
Isleton Elementary School • 412 Union Street, Isleton, 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

ADDRESSING THE BOARD: Anyone may address the Board regarding any subject that is within the Board's subject-matter jurisdiction [Government Code Section 54954.3 and Education Code Sections 35145.5 and 72121.5]. The Board of Trustees welcomes public participation, consistent with the Brown Act, on items that appear on the agenda and those items that are not appearing on the agenda. **If you wish to address the Board during the Public Comment section of the meeting or during the corresponding item section, you must complete and submit an electronic Public Comment Card or submit a paper Public Comment Card to the Executive Assistant or designee prior to the General Open Session of the meeting.** Individuals are not required to sign in, or otherwise disclose their name or other information as a condition to attend a meeting or address the Board. You will be called upon to speak during the Public Comment section or the specified agenda item you have selected. If you prefer not to provide your name, you will need to provide how you wish to be identified when called upon. If you are attending the School Board meeting via Zoom please make sure that the name on the Public Comment Card matches the name you enter when joining the Zoom Meeting. **However, understand the Board may not take action on any item which is not listed on this agenda** (except as authorized by Government Code Section 54954.2). (BB9323), The Board may ask clarifying questions related to the public comments made on items appearing on the agenda or the Board may refer such matter to the Superintendent or designee. (Education Code 35145.5, Government Code 54954.2). **Individual speakers shall be allowed three minutes to address the Board on any agenda item or non-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. {If you wish to have an item placed on the agenda for discussion and/or action by the Board, you must notify the Board Secretary/Superintendent in writing no later than ten working days prior to a regularly scheduled Board meeting requesting permission. After the Superintendent's Cabinet has met, you will be notified of their decision.} **If you have a comment or complaint regarding a specific employee, please refrain from making a public comment and contact the employee's supervisor for resolution.**

Listen in English: Meeting ID: 944 4979 3850 Passcode: 961029

REGULAR MEETING AGENDA

1. Call the Open Session to Order (@ 5:30 p.m.)
2. Roll Call
3. Review Closed Session Agenda (see attached agenda)
 - 3.1 Announce Closed Session Agenda
 - 3.2 Public Comment on Closed Session Agenda Items Only
4. Approve Closed Session Agenda and Adjourn to the **Closed Session** (@5:35 p.m.)
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____ Time: _____
5. Reconvene to Open Session (@ approx. 6:30 p.m.) Time: _____
 - 5.1 Retake Roll Call
Member Stone ____; Member Jelly ____; Member Riley ____; Member Casillas ____;
Member Apel ____; Member Mahoney ____; Member Lamera ____
 - 5.2 Pledge of Allegiance
6. Report of Action taken, if any, during the Closed Session (Government Code Section 54957.1) – Board President Lamera
7. Review and Approve the **Open Session** Agenda
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
8. **Public Comment: Individual speakers who have submitted a Comment Card shall be allowed three minutes to address the Board on any non-agenda item. The Board shall limit the total time for public**

presentation and input on all items to a maximum of 20 minutes. The Board will follow the process for Public Comments listed above.

9. **Special Presentations, Reports, Information**

9.1 Special Presentations

9.1.1 Presentation by Sacramento County Libraries – Natalie Beaver

9.1.2 Hold a 45-day Comment Period of the Notice of Intention to Amend the Conflict-of-Interest Code of River Delta Unified School District Business – Katherine Wright, Superintendent

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

9.2.1 Board Members’ report(s)

9.2.2 Superintendent Wright’s report(s)

9.3 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, Asst. Superintendent of Business Services; Ken Gaston, Directors of MOT

9.3.1 ADA/Enrollment Report – Tammy Busch, Asst. Superintendent of Business Services

9.3.2 Monthly Financial Report – Tammy Busch, Asst. Superintendent of Business Services

9.3.3 Sacramento County Annual Investment Policy for Pooled Investments Fund – Calendar Year 2023 – Tammy Busch, Asst. Superintendent of Business Services

9.3.4 Governor’s Workshop Update – Tammy Busch, Asst. Superintendent of Business Services

9.3.5 Annual Developer Fee Report - Tammy Busch, Asst. Superintendent of Business Services

9.3.6 Bond Projects Update SFID#1 and SFID#2 – Tammy Busch, Asst. Superintendent of Business Services

9.4 Maintenance, Operations & Transportation Update, Ken Gaston, Director of MOT

9.5 Education Services’ Reports and/or Presentation(s) - Nancy Vielhauer, Asst. Superintendent of Educational Services and Tracy Barbieri, Director of Special Education

9.5.1 Educational Services Update – Nancy Vielhauer, Asst. Superintendent of Educational Services

9.5.2 CAASPP Results for 2021-2022 - Nancy Vielhauer, Asst. Superintendent of Educational Services

9.6 River Delta Unified Teacher’s Association (RDUTA) Update – Chris Smith, RDUTA President

9.7 California State Employees Association (CSEA) Chapter #319 Update – Patty DuBois, Interim CSEA President

9.8 Hold a Public Hearing to “Sunshine” the River Delta Unified School District Negotiation Proposals to River Delta Unified Teachers Association (RDUTA) for 2023-2024 – Tammy Busch, Asst. Superintendent of Business Services

Open Public Hearing: _____pm **Public Comments:** **Close Public Hearing:** _____

9.9 Hold a Public Hearing to “Sunshine” River Delta Unified Teachers Association (RDUTA) Negotiation Proposals to the River Delta Unified School District for 2022-2023 – Chris Smith, RDUTA President

Open Public Hearing: _____pm **Public Comments:** **Close Public Hearing:** _____

10. **Consent Calendar**

10.1 Approve Board Minutes

Regular Meeting of the Board, January 10, 2023

10.2 Receive and Approve Monthly Personnel Reports

As of February 21, 2023

10.3 District’s Monthly Expenditure Report

January 2023

10.4 Request the Approval to Surplus Outdated Promethean Smart Boards from Rio Vista High School and Deem Their Value as Zero – Victoria Turk, Principal

10.5 Request to Approve the Purchase of a 2020 Exiss Agriculture Livestock Trailer (20ft) or the Rio Vista High School (RVHS) Agriculture Department, at a cost not to exceed \$26,000, K12 Strong Workforce Grant – Nancy Vielhauer, Asst. Superintendent of Educational Services

10.6 Request to Acknowledge the Seniority Lists for Classified and Certificated Employees as of February 1, 2023 – Codi Agan, Director of Personnel

- 10.7 Request to Approve the Agreement with New Mediscan II, LLC dba Cross Country Education to Provide a Special Education Teacher for the 2022-2023 School Year, at a cost not to exceed \$45,000– Special Education Funds – Tracy Barbieri, Director of Special Education
- 10.8 Request to Approve the Overnight Travel for Rio Vista High School Teachers, Maureen Reis and Tyler Yates, as well as 15 Rio Vista High School Students to Attend the FFA Leadership Conference in Ontario, California from March 14-19, 2023, Cost from Ag Incentive Grant, Site Discretionary Funds and Student Fundraising – Victoria Turk, Principal
- 10.9 Request to Approve the Memorandum of Understanding with San Joaquin Delta College District to Provide Speech-Language Pathologist Assistant (SLPA) for Students for the 2022-2023 School Year, No cost to the District – Tracy Barbieri, Director of Special Education
- 10.10 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), at a cost not to exceed \$5,500, Adult Education Funds - Nancy Vielhauer, Asst. Superintendent of Educational Services
- 10.11 Request to Approve the Independent Contract for Services Agreement with Sara Garcia-Rodriguez to Provide Folklorico Dancing Lessons at the Beyond the Bell After School Program at Bates Elementary School for the 2022-2023 School Year, at a cost not to exceed \$738, ASP Funding – Nancy Vielhauer, Asst. Superintendent of Educational Services
- 10.12 Request to Approve the Overnight Field Trip for Bates Elementary School 6th Grade Students to Attend the Sly Park Environmental Science Camp from April 10 through April 14, 2023, Funded with Parent and Community Donations - Dr. MJ Kiwan Gómez, Principal
- 10.13 Request to Approve the Overnight Field Trip for Walnut Grove Elementary School 6th Grade Students to Attend the Sly Park Environmental Science Camp from March 20 through March 24, 2023, Funded by Fundraising and Donations – Gabino Perez, Principal
- 10.14 Donations to Receive and Acknowledge
 - Isleton Elementary School – 6th Grade Science Camp**
 - McBoodery - \$500
 - Isleton Lions Club - \$500
 - Rio Vista High School – Joseph Turk Memorial Scholarship Fund**
 - Danny & Delinda Bowers
 - Duncan & Julie McCormack
 - Tina Wingfield
 - Bates Elementary School – Presents for Each Bates Student**
 - Bikers for Biliiteracy

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

Action Items -- Individual speakers who have submitted a Comment Card 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 including the Public Comments made previously in this meeting. The Board will follow the process for Public Comments listed above.

- 11. Request to Approve the First 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 2022 - Katherine Wright, Superintendent

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

- 12. Request to Approve Resolution #840 for the California Schools Healthy Air, Plumbing, and Efficiency Program (CalSHAPE) in the amount of \$556,924.70 – Tammy Busch, Asst. Superintendent of Business Services

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

- 13. Request to Approve the 2023 Districtwide Comprehensive Safety Plan – Katherine Wright, Superintendent

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

- 14. Request to the Board to Take Whatever Action They Deem Necessary to Respond to the California School Boards Association (CSBA) Delegate Assembly Elections: Official 2023 Delegate Assembly Ballot for Sub-Region 6-B (Postmarked by March 15, 2023; Results to be Released by May 11, 2023) – Katherine Wright, Superintendent

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

- 15. Request to Approve Agreement of Collaboration Between California Department of Education, The Ministry of Education & Vocational Training of Spain, and River Delta Unified School District for California /Spain Visiting Teacher Program 2023-2024 – Katherine Wright, Superintendent

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

16. Request to Approve the Letter of Intent with Syserco Energy Solutions to Conduct Solar Feasibility Analysis and Complete Interconnect Applications, Cost not to Exceed \$33,500, General Fund - Tammy Busch, Asst. Superintendent of Business Services

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

17. Request to Approve the Emergency Attendance Waiver (J-13A) to Regain Lost Average Daily Attendance (ADA) and Instructional Time Credit for January 9, 2023 and January 10, 2023 Due to Emergency Conditions during Winter Storms and Flooding in the District Boundaries and to Ascertain the Safety of All School Sites of Storm Damage – Tammy Busch, Asst. Superintendent of Business Services

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

18. Request to Approve the Agreement with DataPath for E-Rate Categorical 2 Wireless Equipment in the amount of \$125,749.69, E-rate Funds - Tammy Busch, Asst. Superintendent of Business Services

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

19. Request to Approve the GASB 75 Accounting Valuation Report for FY 2021-2022 Provided by Nicolay Consulting Group (NCG) – Tammy Busch, Asst. Superintendent of Business Services

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

20. Request to Approve the Designation of Applicant’s Agent Resolution Non-State Agencies (OES-FPD-130), Naming Authorized Agents as Superintendent, Assistant Superintendent of Business Services or the Board President – Tammy Busch, Asst. Superintendent of Business Services

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

21. Request to Approve the “Sunshined” the River Delta Unified School District Negotiation Proposals to River Delta Unified Teachers Association (RDUTA) for 2022-2023 – Tammy Busch, Asst. Superintendent of Business Services and Lead Negotiator

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

22. Request to Acknowledge the “Sunshined” River Delta Unified Teachers Association (RDUTA) Negotiation Proposals to the River Delta Unified School District for 2022-2023 – Chris Smith, RDUTA President

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

23. Request to Approve the Supervisor of Food Services from 11 Months to 12 months Employee at Range 11 with a Salary Range of \$57,471-\$70,683 – Tammy Busch, Asst. Superintendent of Business Services

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

24. Request to Approve the Short-Term Staffing Permit as Authorized by the Commission on Teacher Credentialing for 2022-2023 School Year – Katherine Wright, Superintendent

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 Lamera

27. Adjournment

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

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. The full agenda is also available online at <http://riverdelta.org>.

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

AFFIDAVIT OF NOTICING AND POSTING:

I, Jennifer Gaston, Executive Assistant to the Board of Trustees, declare that a copy of this Regular Meeting Agenda/Notice was posted in the bulletin board in front of the District Office and that the Board of Trustees Members, District administrative offices and schools, the community libraries were provided notice or caused to be provided notice via fax, e-mail and/or hand delivery on Friday, February 17, 2023, by or before 5:30 p.m.

By: 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:

February 21, 2023
Isleton Elementary School • 412 Union Street, Isleton, CA
CLOSED SESSION

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

A Closed Session will be held beginning at 5:35 p.m. on February 21, 2023, at the Isleton Elementary School, Isleton, California (which is prior to the full Open Session). Any formal action taken by the Board will be reported in the Open Session of this regular meeting of the Board of Trustees [Government Code Section 54957.1]. As needed, this Closed Session may be reconvened following the full Open Session. Any formal action taken by the Board will be reported in Open Session prior to adjournment.

4. CLOSED SESSION

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

4.2 **Possible or Pending Litigation** [Government Code 54956.9(a)(b)(c)]
Following Conference with Legal Counsel (Parker & Covert, LLC; Edwards, Stevens & Tucker LLP; Burke, Williams & Sorensen, LLP) – Pending or Anticipated Litigation/Potential Case(s) Update(s)
4.2.1 Name(s) unspecified as disclosure would jeopardize the service of process and/or existing/possible settlement negotiations

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

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

Public Employee(s) Evaluation:

4.3.1 Superintendent

4.3.2 Certificated

4.3.3 Classified

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

4.3.4.1 Resolution #843 Release and Non-Reelect of certificated employees

Hired under temporary contracts for the 2022-2023 school year – Katherine Wright, Superintendent

Motioned: _____ Second: _____

Roll Call Vote:

Member Stone ___; Member Jelly ___; Member Riley ___; Member Casillas ___; Member Apel ___; Member Mahoney ___; Member Lamera ___ Ayes: ___ Noes: ___ Absent: ___

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

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

4.3.6.1 RDUTA

4.3.6.2 CSEA

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

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

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BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 9.1.2

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

SUBJECT:

Request the Board to Hold a 45-day Comment Period of the Notice of Intention to Amend the Conflict-of-Interest Code of River Delta Unified School District

BACKGROUND:

It is essential and legally required for the conflict-of-interest code for River Delta Unified School District reflect the current structure of its organization and which designated positions fall under which disclosure category. Part of the processes in amending the conflict-of-interest code is identifying the proper officials who should be filing statements of Economic Interests (Form 700) is to hold a 45-day public comment period, and to notify all employees of the 45-day comment period.

STATUS:

The Fair Political Practices Commission has amended the disclosure categories for designated positions required to complete a statement of economic interests with the District. Attached is a draft copy of the Notice of Intention to Amend the Conflict of Interest Code of the River Delta Unified School District. A comment period has been established commencing on February 22, 2023, and closing on April 7, 2023. Any interested person may submit written comments relating to the proposed amendment by submitting them no later than the April 7, 2023, deadline or at the conclusion of the Public Hearing, if requested, whichever comes later. A hearing must be requested no later than March 30, 2023.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

None

RECOMMENDATION:

That the Board holds a 45-day comment period of the Notice of Intention to Amend the Conflict-of-Interest Code of River Delta Unified School District commencing on February 22, 2023, and closing on April 7, 2023.

Time allocated: 3 minutes

NOTICE OF INTENTION TO AMEND THE CONFLICT OF INTEREST CODE OF THE RIVER DELTA UNIFIED SCHOOL DISTRICT

NOTICE IS HEREBY GIVEN that the River Delta Unified School District, pursuant to the authority vested in it by section 87306 of the Government Code, proposes amendment to its conflict of interest code. A comment period has been established commencing on February 22, 2023 and closing on April 7, 2023. All inquiries should be directed to the contact listed below.

The River Delta Unified School District Superintendent's Office proposes to amend its conflict of interest code to include employee positions that involve the making or participation in the making of decisions that may foreseeably have a material effect on any financial interest, as set forth in subdivision (a) of section 87302 of the Government Code. The amendment carries out the purposes of the law and no other alternative would do so and be less burdensome to affected persons.

Changes to the conflict of interest code include: Language change provided by the Fair Political Practices Commission regarding which Designated Positions fall under which Disclosure Category.

The proposed amendment and explanation of the reasons can be obtained from the agency's contact.

Any interested person may submit written comments relating to the proposed amendment by submitting them no later than April 7, 2023, or at the conclusion of the Public Hearing, if requested, whichever comes later. At this time, no Public Hearing is scheduled. A person may request a hearing no later than March 30, 2023.

The River Delta Unified School District Superintendent's Office has determined that the proposed amendments:

1. Impose no mandate on local agencies or school districts.
2. Impose no costs or savings on any state agency.
3. Impose no costs on any local agency or school district that are required to be reimbursed under Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.
4. Will not result in any nondiscretionary costs or savings to local agencies.
5. Will not result in any costs or savings in federal funding to the state.
6. Will not have any potential cost impact on private persons, businesses or small businesses.

All inquiries concerning this proposed amendment and any communication required by this notice should be directed to: Jennifer Gaston, Executive Assistant to the Superintendent
(707) 374-1711
jgaston@rdusd.org

CONFLICT OF INTEREST CODE FOR THE
RIVER DELTA JOINT UNIFIED SCHOOL DISTRICT

The Political Reform Act (Government Code 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 CCR 18730) that 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, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 CCR 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices designating positions and establishing disclosure categories shall constitute the conflict of interest code of the River Delta Joint Unified School District (“District”).

Individuals holding designated positions shall file their statements of economic interests with the District, which will make the statements available for public inspection and reproduction. (Government Code 81008.) All statements will be retained by the District.

CONFLICT OF INTEREST CODE FOR THE
RIVER DELTA JOINT UNIFIED SCHOOL DISTRICT

APPENDIX A
Designated Positions

<u>Position</u>	<u>Disclosure Category</u>
Superintendent	1, 2
Athletic Director	32
Chief Educational Services Officer	2
Assistant Superintendent of Educational Services	2
Coordinator, After School Program	32
Coordinator, First 5 Readiness Program	32
Coordinators, Secondary Education (VP)	32
Director, Accounting Dept.	32
Director, Personnel Dept.	32
Director, Special Education	32
Director, Maintenance, Operations & Transportation Dept.	32
Supervisor, Maintenance, Operations	32
Supervisor, Transportation Dept.	32
Supervisor, Food Services	3
District Nurses	32
Executive Assistant to the Superintendent	32
School Principals	32
Consultants/New Positions	*

* Consultants/New Positions shall be included in the list of designated employees and shall 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 or new position, 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 or new position'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. (Government Code 81008)

Public Officials Who Manage Public Investments:

The following positions are not covered by the conflict of interest code because they must file a statement of economic interests pursuant to Government Code Section 87200 and, therefore, are listed for informational purposes only:

- Members of the Board of Trustees
- ~~Chief Business Officer~~ Assistant Superintendent of Business Services

An individual holding one of the above listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe their

CONFLICT OF INTEREST CODE FOR THE
RIVER DELTA JOINT UNIFIED SCHOOL DISTRICT

position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code Section 87200.

CONFLICT OF INTEREST CODE FOR THE
RIVER DELTA JOINT UNIFIED SCHOOL DISTRICT

APPENDIX B

Disclosure Categories

Category 1. Designated positions assigned to this category must report:

- a. Interests in real property within the boundaries of the District that are used by the District or are of the type that could be acquired by the District as well as real property within two miles of the property used or the proposed site.
- b. Investments and business positions in business entities and income (including receipt of gifts, loans, and travel payments) from sources of the type that engage in the acquisition or disposal of real property or are engaged in building construction or design for school districts.

Category 2. Designated positions assigned to this category must report:

Investments and business positions in business entities and income (including receipt of gifts, loans, and travel payments) from sources that are contractors engaged in the performance of work, training, consulting or services, or are sources that manufacture or sell supplies, instructional materials, machinery, equipment, or vehicles of the type utilized by the District.

Category 3. Designated positions assigned to this category must report:

Investments and business positions in business entities and income (including receipt of gifts, loans, and travel payments) from sources that are contractors engaged in the performance of work, training, consulting or services, or are sources that manufacture or sell supplies, instructional materials, machinery, equipment, or vehicles of the type utilized by the designated position's department. For the purposes of this category, a principal's department is their entire school.

Category 1

~~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 receipt of gifts, loans, and travel payments, from sources which:~~

CONFLICT OF INTEREST CODE FOR THE
RIVER DELTA JOINT UNIFIED SCHOOL DISTRICT

~~———— (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.~~

Category 2

~~Designated persons in this category must report investments or business positions or income, including receipt of gifts, loans, and travel payments, from sources which:~~

~~a. ——— Are contractors or subcontractors engaged in work or services of the type used by the ———
———— department which the designated person manages or directs; or,~~

~~b. ——— Manufacture or sell supplies, books, machinery or equipment of the type used by the ———
———— department which the designated person manages or directs. For the purposes of this
———— category, a principal's department is his/her entire school.~~

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: X

From: Tammy Busch, Chief Business Officer

Item Number: 9.3.1

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

SUBJECT: Monthly Enrollment and ADA Report (**JANUARY MONTH 6**)

BACKGROUND: Each month district staff compiles attendance and enrollment data for all school sites. The attached summary shows enrollment and ADA for 2021-2022 compared to current year 2022-2023.

STATUS: District-wide enrollment **decreased by 50** students compared to the same month of school year 2021-22, decreasing from 1,809 to 1,759 (does not include Adult Ed).

District-wide enrollment **decreased by 22 students** compared to **last month** from 1,781 to 1,759.
(Does not include Adult Ed)

District-wide attendance **increased by 52 ADA** compared to **last month**, from 1,555 to 1,607.
(Does not include Adult Ed)

PRESENTER:

Tammy Busch, Asst. Superintendent of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

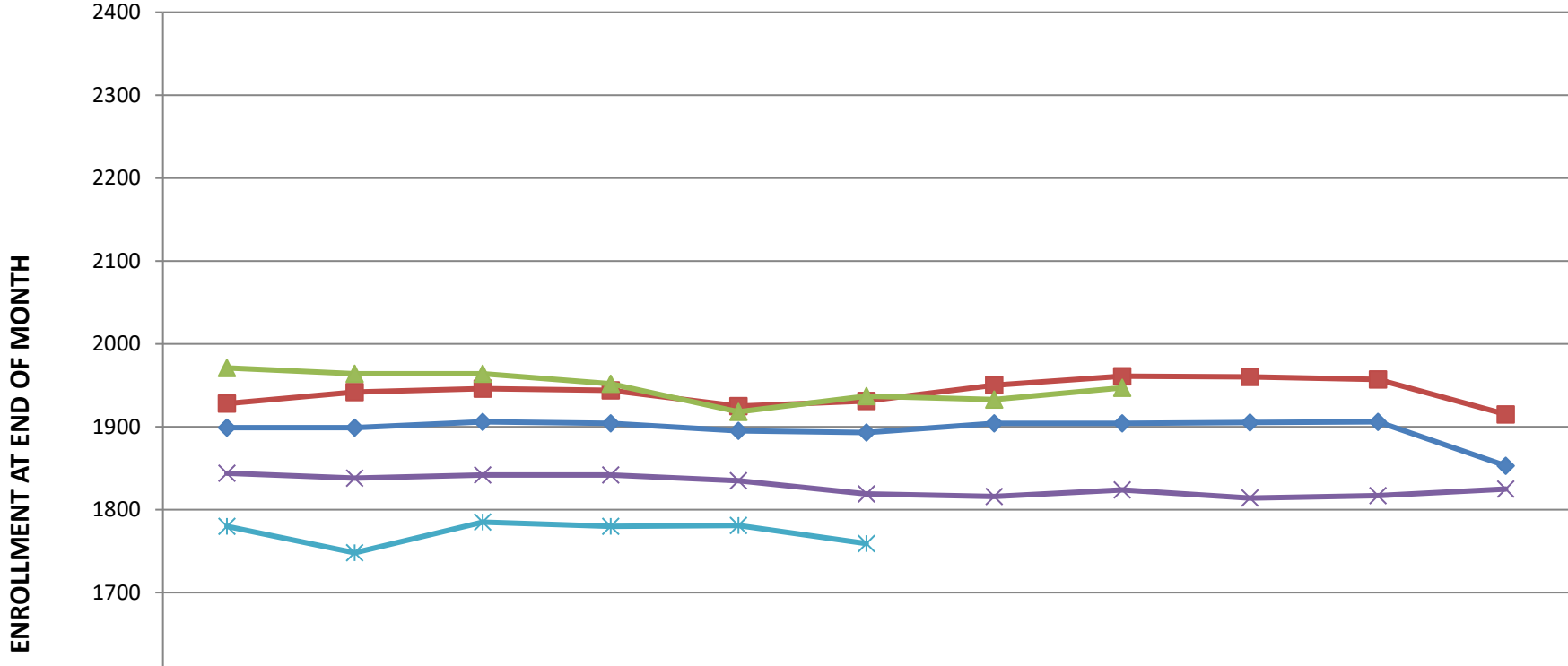
RECOMMENDATION:

That the Board receives the information presented

Time allocated: 3 minutes

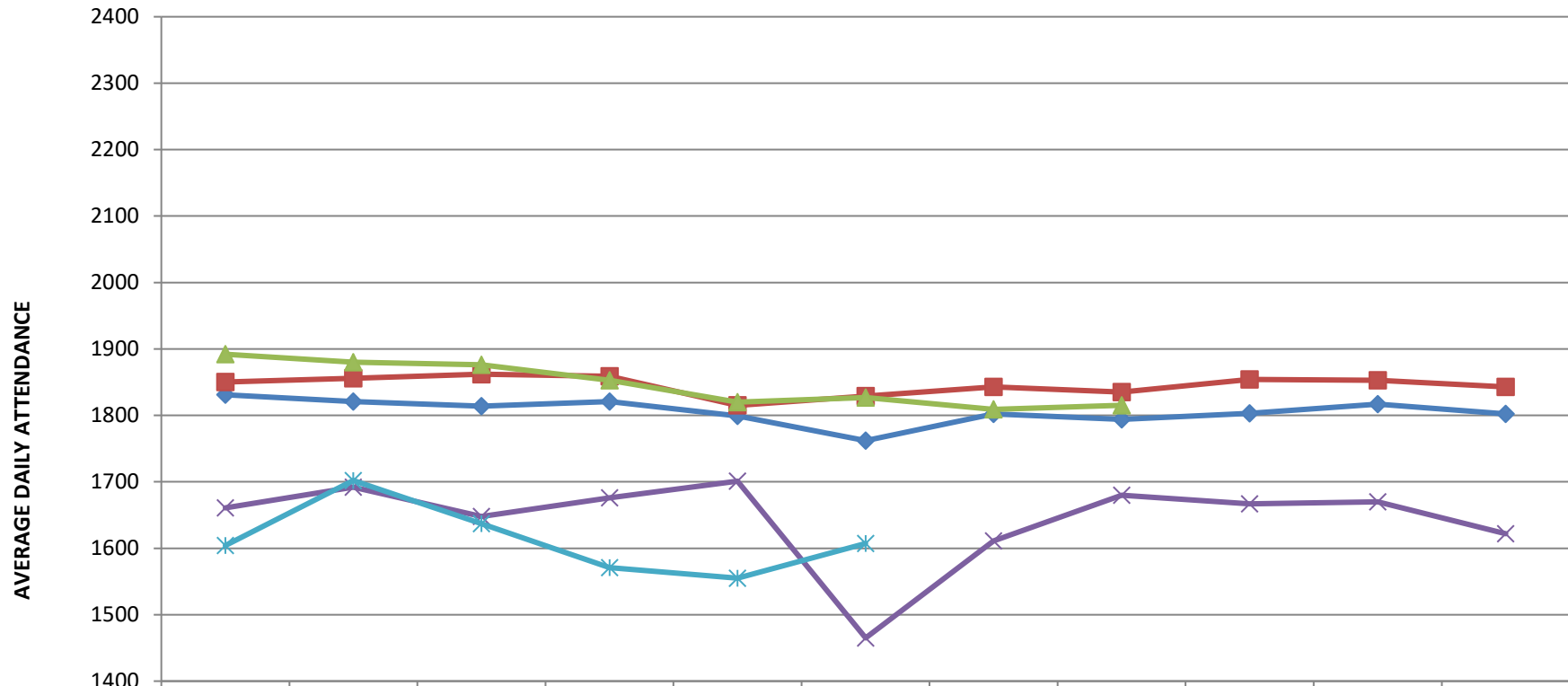
SITE		AUG	AUG	% of ADA		SEPT	SEPT	Incr/Decr	% of ADA	OCT	OCT	Incr/Decr	% of ADA	NOV	NOV	Incr/Decr	% of ADA	DEC	DEC	Incr/Decr	% of ADA	JAN	JAN	Incr/Decr	% of ADA
		21-22	22-23			21-22	22-23	From Pr Month		21-22	22-23	From Pr Month		21-22	22-23	From Pr Month		21-22	22-23	From Pr Month		21-22	22-23	From Pr Month	
BATES	ENR	89	83			90	83	0		90	83	0		88	82	-1		85	74	-8		88	82	8	
	ADA	85	78	94.0%		84	79		95.2%	82	79		95.2%	83	76		92.7%	82	77		104.1%	76	77		93.9%
CLARKSBURG (7th & 8th Gr)	ENR	149	138			149	137	-1		147	136	-1		148	138	2		145	137	-1		145	137	0	
	ADA	139	123	89.1%		142	129		94.2%	138	130		95.6%	140	119		86.2%	139	128		93.4%	125	125		91.2%
ISLETON	ENR	158	174			155	178	4		158	176	-2		157	177	1		152	177	0		150	175	-2	
	ADA	141	161	92.5%		149	166		93.3%	139	165		93.8%	147	161		91.0%	147	153		86.4%	132	160		91.4%
RIVERVIEW	ENR	192	168			187	165	-3		185	165	0		188	164	-1		174	166	2		184	163	-3	
	ADA	169	152	90.5%		172	152		92.1%	168	151		91.5%	170	150		91.5%	168	141		84.9%	150	150		92.0%
WALNUT GROVE	ENR	167	156			167	136	-20		168	153	17		167	153	0		161	155	2		170	157	2	
	ADA	149	138	88.5%		153	144		105.9%	150	144		94.1%	152	134		87.6%	150	119		76.8%	138	134		85.4%
D.H. WHITE	ENR	390	395			383	379	-16		383	407	28		382	401	-6		351	407	6		385	407	0	
	ADA	342	352	89.1%		352	344		90.8%	341	360		88.5%	340	347		86.5%	342	346		85.0%	313	371		91.2%
ELEMENTARY SUB TOTAL	ENR	1,145	1,114			1,131	1,078	-36		1,131	1,120	42		1,130	1,115	-5		1,068	1,116	1		1,122	1,121	5	
	ADA	1,025	1,004			1,052	1,014			1,018	1,029			1,032	987			1,028	964			934	1,017		
CLARKSBURG (9th Grade)	ENR	76	62			76	64	2		77	63	-1		78	64	1		77	64	0		77	62	-2	
	ADA	73	58	93.5%		72	60		93.8%	70	60		95.2%	72	55		85.9%	73	60		93.8%	66	58		93.5%
DELTA HIGH	ENR	217	211			215	206	-5		213	204	-2		215	204	0		206	204	0		205	196	-8	
	ADA	205	185	87.7%		203	193		93.7%	196	192		94.1%	201	183		89.7%	197	191		93.6%	168	190		96.9%
RIO VISTA HIGH	ENR	380	367			378	367	0		379	365	-2		378	362	-3		362	363	1		371	352	-11	
	ADA	345	335	91.3%		344	327		89.1%	340	328		89.9%	342	319		88.1%	342	312		86.0%	286	318		90.3%
HIGH SCHOOL SUB TOTAL	ENR	673	640			669	637	-3		669	632	-5		671	630	-2		645	631	1		653	610	-21	
	ADA	623	578			619	580			606	580			615	557			612	563			520	566		
Mokolumne High (Continuation)	ENR	4	1			4	4	3		4	4	0		4	4	0		3	3	-1		3	2	-1	
	ADA	2	0			2	41			1	2			2	1			1	1			1	1		
River Delta High/Elem (Alternative)	ENR	22	25			34	29	4		38	29	0		37	31	2		29	31	0		31	26	-5	
	ADA	11	22			19	25			23	26			27	26			29	27			25	23		
Community Day	ENR	0	0			0	0	0		0	0	0		0	0	0		0	0	0		0	0	0	
	ADA	0	0			0	0			0	0			0	0			0	0			0	0		
TOTAL K-12 LCFF Funded	ENR	1,844	1,780			1,838	1,748	-32		1,842	1,785	37		1,842	1,780	-5		1,745	1,781	1		1,809	1,759	-22	
	ADA	1,661	1,604			1,692	1,660			1,648	1,637			1,676	1,571		88.3%	1,670	1,555		87.3%	1,480	1,607		
Wind River- Adult Ed	ENR	0	8			0		-8		0	9	9		6	10	1		6	10	0		11	10	0	
TOTAL DISTRICT	ENR	1,844	1,788			1,838	1,748	-40		1,842	1,794	46		1,848	1,790	-4		1,751	1,791	1		1,820	1,769	-22	

ENROLLMENT



	1	2	3	4	5	6	7	8	9	10	11
◆ 17/18	1899	1899	1906	1904	1895	1893	1904	1904	1905	1906	1853
■ 18/19	1928	1942	1946	1944	1925	1931	1950	1961	1960	1957	1915
▲ 19/20	1971	1964	1964	1952	1918	1937	1933	1947			
× 21/22	1844	1838	1842	1842	1835	1819	1816	1824	1814	1817	1825
* 22/23	1780	1748	1785	1780	1781	1759					

ACTUAL ATTENDANCE



	1	2	3	4	5	6	7	8	9	10	11
◆ 17/18	1831	1821	1814	1821	1799	1762	1802	1794	1803	1817	1802
■ 18/19	1850	1856	1862	1859	1815	1829	1843	1835	1854	1853	1843
▲ 19/20	1892	1880	1876	1853	1820	1827	1809	1815			
× 21/22	1661	1692	1648	1676	1701	1465	1611	1680	1667	1670	1622
* 22/23	1604	1702	1637	1571	1555	1607					

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: X

From: Tammy Busch, Asst. Superintendent of Business Services Item Number: 9.3.2

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, Asst. Superintendent of Business Services

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
 2022-23 Working Budget vs. Actuals Report
 January 31, 2023

Working Budget						Actuals thru: 1/31/2023					
	Beginning Balance (A)	Net Income/ Contributions in (B)	Expense/ Contributions out (C)	Ending Balance (D)	YTD Income (E)	YTD Paid to Delta Charter (F)	YTD Net Revenue (G)	Percentage Received (H)	YTD Expense (I)	Percentage Spent (J)	
					(G/B=H)				(I/C=J)		
General Fund: (01)											
Unrestricted	9,885,412	20,434,420	18,827,912	11,491,920	14,318,761	1,009,668	13,309,093	65.13%	11,024,409	58.55%	
Restricted	2,061,898	16,377,863	11,883,518	6,556,243	3,838,138		3,838,138	23.43%	4,919,327	41.40%	
Combined	11,947,310	36,812,283	30,711,430	18,048,163	18,156,899	1,009,668	18,156,899	49.32%	15,943,736	51.91%	
Other Funds											
Adult Ed. (11)	87,922	99,030	139,072	47,880	56,471		56,471	57.02%	53,084	38.17%	
Child Development (12)	762	488,778	299,189	190,351	189,930		189,930	38.86%	162,332	54.26%	
Cafeteria (13)	331,185	1,026,718	1,049,658	308,245	463,048		463,048	45.10%	619,344	59.00%	
Sp. Res-Other than Cap. Outlay (17)	40,753	400	-	41,153	207		207	51.75%	-	0.00%	
Bond Fund (21)	118,289	34,656	-	152,945	16,125		16,125	46.53%	-	0.00%	
Bond Fund- Measure J (22)	14,826,026		1,333,829	13,492,197	700,000		700,000	0.00%	352,702	0.00%	
Bond Fund - Measure K (23)	4,641,494		874,693	3,766,801	450,000		450,000	0.00%	339,591	0.00%	
Developer Fees (25)	1,114,452	1,753,563	704,336	2,163,679	589,764		589,764	33.63%	615,434	87.38%	
County School Facilities (35)	3,398	30	-	3,428	23		23	76.67%	-	0.00%	
Capital Projects (49)	418,611	149,425	6,100	561,936	326,620		326,620	218.58%	5,805	0.00%	

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: X

From: Tammy Busch, Asst. Supt. of Business

Item Number: 9.3.3

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

SUBJECT:

Request the Board to Receive and File the Enclosed Sacramento County Annual Investment Policy for Pooled Investments Fund – Calendar Year 2023.

BACKGROUND:

The District received the Annual Investment Policy for Pooled Investments Fund for Calendar year 2023 from the County of Sacramento. It was recommended by Government Code section 53646(a)(2). that the Board receive and file the policy at a public meeting.

STATUS:

The District's Bond funds are invested by the County of Sacramento until they are needed to pay for Bond expenditures.

PRESENTER:

Tammy Busch, Asst. Supt. of Business

OTHER PEOPLE WHO MIGHT BE PRESENT:

Superintendent Wright

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

It is recommended that the Board receive and file the enclosed Sacramento County Annual Investment Policy for Pooled Investments Fund – Calendar Year 2023.

Time allocated: minutes

Department of Finance
Ben Lamera, Director
Joyce Renison, Deputy Director



County of Sacramento

Divisions
Administration
Auditor-Controller
Consolidated Utilities Billing & Service
Investments
Revenue Recovery
Tax Collection & Business Licensing
Treasury

January 17, 2023

To: Pooled Investment Fund Participant Agency Board Chairs

Subject: **CALENDAR YEAR 2023 INVESTMENT POLICY FOR THE POOLED INVESTMENT FUND**

Since 1987, the Director of Finance has submitted a statement of investment policy to the Sacramento County Board of Supervisors for consideration and adoption. The Board of Supervisors approved the enclosed calendar year 2023 investment policy on December 6, 2022.

The 2023 investment policy eliminates now-obsolete Fitch Viability and Support Rating requirements for banks.

I recommend that the legislative body of your agency receive and file the enclosed Sacramento County Annual Investment Policy of the Pooled Investment Fund — Calendar Year 2023 at its next regular meeting. Your action to receive and file the policy constitutes consideration at a public meeting as recommended by Government Code section 53646(a)(2). The investment policy is also available on the Department of Finance – Investment Division webpage at <https://finance.saccounty.gov/investments>.

The following investment-related reports are also available on the Investment Division webpage:

- Pooled Investment Fund Monthly Review
- Quarterly Pooled Investment Fund Report
- Non-Pooled Investment Funds Portfolio Report

If you have any questions about the investment policy or management of the Pooled Investment Fund portfolio, please call me at (916) 874-6744 or Chief Investment Officer Bernard Santo Domingo at (916) 874-7320.

Sincerely,

A handwritten signature in cursive script that reads "Ben Lamera".

Ben Lamera
Director of Finance

Enclosure



SACRAMENTO COUNTY

Annual Investment Policy of the Pooled Investment Fund

CALENDAR YEAR 2023

*Approved by the
Sacramento County Board of Supervisors*

**December 6, 2022
Resolution No. 2022-1002**



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SACRAMENTO COUNTY
Annual Investment Policy
of the Pooled Investment Fund
CALENDAR YEAR 2023

I. Authority

Under the Sacramento County Charter, the Board of Supervisors established the position of Director of Finance and by ordinance will annually review and renew the Director of Finance's authority to invest and reinvest all the funds in the County Treasury.

II. Policy Statement

This Investment Policy (Policy) establishes cash management and investment guidelines for the Director of Finance, who is responsible for the stewardship of the Sacramento County Pooled Investment Fund. Each transaction and the entire portfolio must comply with California Government Code and this Policy. All portfolio activities will be judged by the standards of the Policy and its investment objectives. Activities that violate its spirit and intent will be considered contrary to the Policy.

III. Standard of Care

The Director of Finance is the Trustee of the Pooled Investment Fund and therefore, a fiduciary subject to the prudent investor standard. The Director of Finance, employees involved in the investment process, and members of the Sacramento County Treasury Oversight Committee (Oversight Committee) shall refrain from all personal business activities that could conflict with the management of the investment program. All individuals involved will be required to report all gifts and income in accordance with California state law. When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the Director of Finance shall act with care, skill, prudence, and diligence to meet the aims of the investment objectives listed in Section IV, Investment Objectives.

IV. Investment Objectives

The Pooled Investment Fund shall be prudently invested in order to earn a reasonable return, while awaiting application for governmental purposes. The specific objectives for the Pooled Investment Fund are ranked in order of importance.

A. Safety of Principal

The preservation of principal is the primary objective. Each transaction shall seek to ensure that capital losses are avoided, whether they be from securities default or erosion of market value.

B. Liquidity

As a second objective, the Pooled Investment Fund should remain sufficiently flexible to enable the Director of Finance to meet all operating requirements that may be reasonably anticipated in any depositor's fund.

C. Public Trust

In managing the Pooled Investment Fund, the Director of Finance and the authorized investment traders should avoid any transactions that might impair public confidence in Sacramento County and the participating local agencies. Investments should be made with precision and care, considering the probable safety of the capital as well as the probable income to be derived.

D. Maximum Rate of Return

As the fourth objective, the Pooled Investment Fund should be designed to attain a market average rate of return through budgetary and economic cycles, consistent with the risk limitations, prudent investment principles and cash flow characteristics identified herein. For comparative purposes, the State of California Local Agency Investment Fund (LAIF) will be used as a performance benchmark. The Pooled Investment Fund quarterly performance benchmark target has been set at or above LAIF's yield. This benchmark was chosen because LAIF's portfolio structure is similar to the Pooled Investment Fund.

V. Pooled Investment Fund Investors

The Pooled Investment Fund investors are comprised of Sacramento County, school and community college districts, districts directed by the Board of Supervisors, and independent special districts and joint powers authorities whose treasurer is the Director of Finance. Any local agencies not included in this category are subject to California Government Code section 53684 and are referred to as outside investors.

VI. Implementation

In order to provide direction to those responsible for management of the Pooled Investment Fund, the Director of Finance has established this Policy and will provide it to the Oversight Committee and render it to legislative bodies of local agencies that participate in the Pooled Investment Fund. In accordance with California Government Code section 53646, et seq., the Board of Supervisors shall review and approve this Policy annually at a public meeting.

This Policy provides a detailed description of investment parameters used to implement the investment process and includes the following: investable funds; authorized instruments; prohibited investments; credit requirements; maximum maturities and concentrations; repurchase agreements; Community Reinvestment Act Program; criteria

and qualifications of broker/dealers and direct issuers; investment guidelines, management style and strategy; Approved Lists; and calculation of yield and costs.

VII. Internal Controls

The Director of Finance shall establish internal controls to provide reasonable assurance that the investment objectives are met and to ensure that the assets are protected from loss, theft, or misuse. To assist in implementation and internal controls, the Director of Finance has established an Investment Group and a Review Group.

The Investment Group, which is comprised of the Director of Finance and his/her designees, is responsible for maintenance of the investment guidelines and Approved Lists. These guidelines and lists can be altered daily, if needed, to adjust to the ever-changing financial markets. The guidelines can be more conservative or match the policy language. In no case can the guidelines override the Policy.

The Review Group, which is comprised of the Director of Finance and his/her designees, is responsible for the monthly review and appraisal of all the investments purchased by the Director of Finance and staff. This review includes bond proceeds, which are invested separately from the Pooled Investment Fund and are not governed by this Policy.

The Director of Finance shall establish a process for daily, monthly, quarterly, and annual review and monitoring of the Pooled Investment Fund activity. The following articles, in order of supremacy, govern the Pooled Investment Fund:

1. California Government Code
2. Annual Investment Policy
3. Current Investment Guidelines
4. Approved Lists (see page 9, Section IX.K)

The Director of Finance shall review the daily investment activity and corresponding bank balances.

Monthly, the Review Group shall review all investment activity and its compliance to the corresponding governing articles and investment objectives.

All securities purchased, with the exception of bank deposits, money market mutual funds, and LAIF, shall be delivered to the independent third-party custodian selected by the Director of Finance. This includes all collateral for repurchase agreements. All trades, where applicable, will be executed by delivery versus payment by the designated third-party custodian.

VIII. Sacramento County Treasury Oversight Committee

In accordance with California Government Code section 27130 et seq., the Board of Supervisors, in consultation with the Director of Finance, has created the Sacramento County Treasury Oversight Committee (Oversight Committee). Annually, the Oversight

Committee shall cause an audit to be conducted on the Pooled Investment Fund. The meetings of the Oversight Committee shall be open to the public and subject to the Ralph M. Brown Act.

A member of the Oversight Committee may not be employed by an entity that has contributed to the campaign of a candidate for the office of local treasurer, or contributed to the campaign of a candidate to be a member of a legislative body of any local agency that has deposited funds in the county treasury, in the previous three years or during the period that the employee is a member of the Oversight Committee. A member may not directly or indirectly raise money for a candidate for local treasurer or a member of the Sacramento County Board of Supervisors or governing board of any local agency that has deposited funds in the county treasury while a member of the Oversight Committee. Finally, a member may not secure employment with, or be employed by bond underwriters, bond counsel, security brokerages or dealers, or financial services firms, with whom the treasurer is doing business during the period that the person is a member of the Oversight Committee or for one year after leaving the committee.

The Oversight Committee is not allowed to direct individual investment decisions, select individual investment advisors, brokers or dealers, or impinge on the day-to-day operations of the Department of Finance treasury and investment operations.

Investment Parameters

A. Investable Funds

Total Investable Funds (TIF) for purposes of this Policy are all Pooled Investment Fund moneys that are available for investment at any one time, including the estimated bank account float. Included in TIF are funds of outside investors, if applicable, for which the Director of Finance provides investment services. Excluded from TIF are all funds held in separate portfolios.

The Cash Flow Horizon is the period in which the Pooled Investment Fund cash flow can be reasonably forecasted. This Policy establishes the Cash Flow Horizon to be one (1) year.

Once the Director of Finance has deemed that the cash flow forecast can be met, the Director of Finance may invest funds in securities with maturities beyond one year. These securities will be referred to as the Core Portfolio.

B. Authorized Investments

Authorized investments shall match the general categories established by the California Government Code sections 53601 et seq. and 53635 et seq. Authorized investments shall include, in accordance with California Government Code section 16429.1, investments into LAIF. Authorization for specific instruments within these general categories, as well as narrower portfolio concentration and maturity limits, will be established and maintained by the Investment Group as part of the Investment

Guidelines. As the California Government Code is amended, this Policy shall likewise become amended.

C. Prohibited Investments

No investments shall be authorized that have the possibility of returning a zero or negative yield if held to maturity except for securities issued by, or backed by, the United States government during a period of negative market interest rates. Prohibited investments shall include inverse floaters, range notes, and interest only strips derived from a pool of mortgages.

All legal investments issued by a tobacco-related company are prohibited. A tobacco-related company is defined as an entity that makes smoking products from tobacco used in cigarettes, cigars, or snuff or for smoking in pipes. The tobacco-related issuers restricted from any investment are any component companies in the Dow Jones U.S. Tobacco Index or the NYSE Arca Tobacco Index.

D. Credit Requirements

Except for municipal obligations and Community Reinvestment Act (CRA) bank deposits and certificates of deposit, the issuer's short-term credit ratings shall be at or above A-1 by Standard & Poor's, P-1 by Moody's, and, if available, F1 by Fitch, and the issuer's long-term credit ratings shall be at or above A by Standard & Poor's, A2 by Moody's, and, if available, A by Fitch. There are no credit requirements for Registered State Warrants. All other municipal obligations shall be at or above a short-term rating of SP-1 by Standard & Poor's, MIG1 by Moody's, and, if available, F1 by Fitch.

Community Reinvestment Act Program Credit Requirements

Maximum Amount	Minimum Requirements
Up to the FDIC- or NCUSIF-insured limit for the term of the deposit	<u>Banks</u> — FDIC Insurance Coverage
	<u>Credit Unions</u> — NCUSIF Insurance Coverage <i>Credit unions are limited to a maximum deposit of the NCUSIF-insured limit since they are not rated by nationally recognized rating agencies and are not required to provide collateral on public deposits.</i>
Over the FDIC- or NCUSIF-insured limit	<p>(Any 2 of 3 ratings)</p> <p>S&P: A-2</p> <p>Moody's: P-2</p> <p>Fitch: F-2</p> <p style="text-align: center;">OR</p> <p>Collateral is required</p> <p>Through a private sector entity that assists in the placement of deposits to achieve FDIC insurance coverage of the full deposit and accrued interest.</p>

Eligible banks must have Community Reinvestment Act performance ratings of “satisfactory” or “outstanding” from their federal regulator. In addition, deposits greater than the federally-insured amount must be collateralized. Banks must either have a letter of credit issued by the Federal Home Loan Bank of San Francisco or place securities worth between 110% and 150% of the value of the deposit with the Federal Reserve Bank of San Francisco, the Home Loan Bank of San Francisco, or a trust bank.

Since credit unions do not have Community Reinvestment Act performance ratings, they must demonstrate a commitment to community reinvestment lending and charitable activities comparable to what is required of banks.

All commercial paper and medium-term note issues must be issued by corporations operating within the United States and having total assets in excess of one billion dollars (\$1,000,000,000).

The Investment Group may raise these credit standards as part of the Investment Guidelines and Approved Lists. Appendix A provides a Comparison and Interpretation of Credit Ratings by Standard & Poor’s, Moody’s, and Fitch.

E. Maximum Maturities

Due to the nature of the invested funds, no investment with limited market liquidity should be used. Appropriate amounts of highly-liquid investments, such as U.S. Treasury and Agency obligations, should be maintained to accommodate unforeseen withdrawals.

The maximum maturity, determined as the term from the date of ownership to the date of maturity, for each investment shall be established as follows:

U.S. Treasury and Agency Obligations.....	5 years
Washington Supranational Obligations ¹	5 years
Municipal Notes	5 years
Registered State Warrants	5 years
Bankers Acceptances	180 days
Commercial Paper.....	270 days
Negotiable Certificates of Deposit	180 days
CRA Bank Deposit/Certificates of Deposit.....	1 year
Repurchase Agreements	1 year
Reverse Repurchase Agreements.....	92 days
Medium-Term Corporate Notes	180 days
Collateralized Mortgage Obligations.....	180 days

¹ The International Bank for Reconstruction and Development, International Finance Corporation, and Inter-American Development Bank.

The Investment Group may reduce these maturity limits to a shorter term as part of the Investment Guidelines and the Approved Lists.

The ultimate maximum maturity of any investment shall be five (5) years. The dollar-weighted average maturity of all securities shall be equal to or less than three (3) years.

F. Maximum Concentrations

No more than 80% of the portfolio may be invested in issues other than U.S. Treasury and Agency obligations. The maximum allowable percentage for each type of security is set forth as follows:

U.S. Treasury and Agency Obligations	100%
Municipal Notes.....	80%
Registered State Warrants.....	80%
Bankers Acceptances	40%
Commercial Paper	40%
Washington Supranational Obligations.....	30%
Negotiable Certificates of Deposit and CRA Deposit/Certificates of Deposit	30%
Repurchase Agreements	30%
Reverse Repurchase Agreements	20%
Medium-Term Corporate Notes.....	30%
Money Market Mutual Funds.....	20%
Collateralized Mortgage Obligations	20%
Local Agency Investment Fund (LAIF).....	(per State limit)

The Investment Group may reduce these concentrations as part of the Investment Guidelines and the Approved Lists.

Excluding U.S. Treasury and Agency obligations, no more than 10% of the portfolio, may be invested in securities of a single issuer including its related entities.

Where a percentage limitation is established above, for the purpose of determining investment compliance, that maximum percentage will be applied on the date of purchase.

G. Repurchase Agreements

Under California Government Code section 53601, paragraph (j) and section 53635, the Director of Finance may enter into Repurchase Agreements and Reverse Repurchase Agreements. The maximum maturity of a Repurchase Agreement shall be one year. The maximum maturity of a reverse repurchase agreement shall be 92 days, and the proceeds of a reverse repurchase agreement may not be invested beyond the expiration of the agreement. The reverse repurchase agreement must be "matched to maturity" and meet all other requirements in the code.

All repurchase agreements must have an executed Sacramento County Master Repurchase Agreement on file with both the Director of Finance and the

Broker/Dealer. Repurchase Agreements executed with approved broker-dealers must be collateralized with either: (1) U.S. Treasury and Agency obligations with a market value of 102% for collateral marked to market daily; or (2) money market instruments on the Approved Lists of the County that meet the qualifications of the Policy, with a market value of 102%. Since the market value of the underlying securities is subject to daily market fluctuations, investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102% no later than the next business day. Use of mortgage-backed securities for collateral is not permitted. Strictly for purposes of investing the daily excess bank balance, the collateral provided by the Sacramento County's depository bank can be U.S. Treasury and Agency obligations valued at 110%, or mortgage-backed securities valued at 150%.

H. Community Reinvestment Act Program

The Director of Finance has allocated within the Pooled Investment Fund, a maximum of \$90 million for the Community Reinvestment Act Program to encourage community investment by financial institutions, which includes community banks and credit unions, and to acknowledge and reward local financial institutions that support the community's financial needs. The Director of Finance may increase this amount, as appropriate, while staying within the investment policy objectives and maximum maturity and concentration limits. The eligible banks and savings banks must have Community Reinvestment Act performance ratings of "satisfactory" or "outstanding" from each financial institution's regulatory authority. The minimum credit requirements are located on page 5 of Section IX.D.

I. Criteria and Qualifications of Brokers/Dealers and Direct Issuers

All transactions initiated on behalf of the Pooled Investment Fund and Sacramento County shall be executed through either government security dealers reporting as primary dealers to the Market Reports Division of the Federal Reserve Bank of New York or direct issuers that directly issue their own securities that have been placed on the Approved List of brokers/dealers and direct issuers. Further, these firms must have an investment grade rating from at least two national rating services, if available.

Brokers/Dealers and direct issuers that have exceeded the political contribution limits, as contained in Rule G-37 of the Municipal Securities Rulemaking Board, within the preceding four-year period to the Director of Finance, any member of the Board of Supervisors, or any candidate for the Board of Supervisors, are prohibited from the Approved List of brokers/dealers and direct issuers.

Each broker/dealer and direct issuer will be sent a copy of this Policy and a list of those persons authorized to execute investment transactions. Each firm must acknowledge receipt of such materials to qualify for the Approved List of brokers/dealers and direct issuers.

Each broker/dealer and direct issuer authorized to do business with Sacramento County shall, at least annually, supply the Director of Finance with audited financial statements.

J. Investment Guidelines, Management Style and Strategy

The Investment Group shall issue and maintain Investment Guidelines specifying authorized investments, credit requirements, permitted transactions, and issue maturity and concentration limits consistent with this Policy.

The Investment Group shall also issue a statement describing the investment management style and current strategy for the entire investment program. The management style and strategy can be changed to accommodate shifts in the financial markets, but at all times they must be consistent with this Policy and its objectives.

K. Approved Lists

The Investment Group, named by the Director of Finance, shall issue and maintain various Approved Lists. These lists are:

1. Approved Domestic Banks for all legal investments.
2. Approved Foreign Banks for all legal investments.
3. Approved Commercial Paper and Medium Term Note Issuers.
4. Approved Money Market Mutual Funds.
5. Approved Firms for Purchase or Sale of Securities (Brokers/Dealers and Direct Issuers).
6. Approved Banks / Credit Unions for the Community Reinvestment Act Program.

L. Calculation of Yield and Costs

The costs of managing the investment portfolio, including but not limited to: investment management; accounting for the investment activity; custody of the assets; managing and accounting for the banking; receiving and remitting deposits; oversight controls; and indirect and overhead expenses are charged to the investment earnings based upon actual labor hours worked in respective areas. Costs of these respective areas are accumulated by specific cost accounting projects and charged to the Pooled Investment Fund on a quarterly basis throughout the fiscal year.

The Department of Finance will allocate the net interest earnings of the Pooled Investment Fund quarterly. The net interest earnings are allocated based upon the average daily cash balance of each Pooled Investment Fund participant.

X. Reviewing, Monitoring and Reporting of the Portfolio

The Review Group will prepare and present to the Director of Finance at least monthly a comprehensive review and evaluation of the transactions, positions, performance of the Pooled Investment Fund and compliance to the California Government Code, Policy, and Investment Guidelines.

Quarterly, the Director of Finance will provide to the Board of Supervisors, the Oversight Committee, and to any local agency participant that requests a copy, a detailed report on the Pooled Investment Fund. The report will also be posted on the Department of Finance website. Pursuant to California Government Code section 53646, the report will list the type of investments, name of issuer, maturity date, par and dollar amount of the investment. For the total Pooled Investment Fund, the report will list average maturity, the market value, and the pricing source. Additionally, the report will show any funds under the management of contracting parties, a statement of compliance to the Policy and a statement of the Pooled Investment Fund's ability to meet the expected expenditure requirements for the next six months.

XI. Withdrawal Requests for Pooled Fund Investors

The Director of Finance will honor all requests to withdraw funds for normal cash flow purposes that are approved by the Director of Finance at a one dollar net asset value. Any requests to withdraw funds for purposes other than immediate cash flow needs, such as for external investing, are subject to the consent of the Director of Finance. In accordance with California Government Code Sections 27133(h) and 27136, such requests for withdrawals must first be made in writing to the Director of Finance. When evaluating a request to withdraw funds, the Director of Finance will take into account the effect of a withdrawal on the stability and predictability of the Pooled Investment Fund and the interests of other depositors. Any withdrawal for such purposes will be at the market value of the Pooled Investment Fund on the date of the withdrawal.

XII. Limits on Honoraria, Gifts, and Gratuities

In accordance with California Government Code Section 27133(d), this Policy establishes limits for the Director of Finance; individuals responsible for management of the portfolios; and members of the Investment Group and Review Group who direct individual investment decisions, select individual investment advisors and broker/dealers, and conduct day-to-day investment trading activity. The limits also apply to members of the Oversight Committee. Any individual who receives an aggregate total of gifts, honoraria and gratuities in excess of \$50 in a calendar year from a broker/dealer, bank or service provider to the Pooled Investment Fund must report the gifts, dates and firms to the designated filing official and complete the appropriate State forms.

No individual may receive aggregate gifts, honoraria, and gratuities from any single source in a calendar year in excess of the amount specified in Section 18940.2(a) of Title 2, Division 6 of the California Code of Regulations. This limitation was \$520 for the

period January 1, 2021, to December 31, 2022. The limitation for January 1, 2023, to December 31, 2024 will be adjusted for inflation by the State Fair Political Practices Commission by January 2023. Any violation must be reported to the State Fair Political Practices Commission.

XIII. Terms and Conditions for Outside Investors

Outside investors may invest in the Pooled Investment Fund through California Government Code Section 53684. Their deposits are subject to the consent of the Director of Finance. The legislative body of the local agency must approve the Sacramento County Pooled Investment Fund as an authorized investment and execute a Memorandum of Understanding. Any withdrawal of these deposits must be made in writing 30 days in advance and will be paid based upon the market value of the Pooled Investment Fund. If the Director of Finance considers it appropriate, the deposits may be returned at any time to the local agency.

Appendix A

Comparison and Interpretation of Credit Ratings

Long Term Debt & Individual Bank Ratings			
Rating Interpretation	Moody's	S&P	Fitch
<i>Best-quality grade</i>	Aaa	AAA	AAA
<i>High-quality grade</i>	Aa1	AA+	AA+
	Aa2	AA	AA
	Aa3	AA-	AA-
<i>Upper Medium Grade</i>	A1	A+	A+
	A2	A	A
	A3	A-	A-
<i>Medium Grade</i>	Baa1	BBB+	BBB+
	Baa2	BBB	BBB
	Baa3	BBB-	BBB-
<i>Speculative Grade</i>	Ba1	BB+	BB+
	Ba2	BB	BB
	Ba3	BB-	BB-
<i>Low Grade</i>	B1	B+	B+
	B2	B	B
	B3	B-	B-
<i>Poor Grade to Default</i>	Caa	CCC+	CCC
<i>In Poor Standing</i>	-	CCC	-
	-	CCC-	-
<i>Highly Speculative Default</i>	Ca	CC	CC
	C	-	-
<i>Default</i>	-	-	DDD
	-	-	DD
	-	D	D

Short Term / Municipal Note Investment Grade Ratings			
Rating Interpretation	Moody's	S&P	Fitch
<i>Superior Capacity</i>	MIG-1	SP-1+/SP-1	F1+/F1
<i>Strong Capacity</i>	MIG-2	SP-2	F2
<i>Acceptable Capacity</i>	MIG-3	SP-3	F3

Appendix A

Short Term / Commercial Paper Investment Grade Ratings			
Rating Interpretation	Moody's	S&P	Fitch
<i>Superior Capacity</i>	P-1	A-1+/A-1	F1+/F1
<i>Strong Capacity</i>	P-2	A-2	F2
<i>Acceptable Capacity</i>	P-3	A-3	F3

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: X

From: Tammy Busch, Asst. Supt. of Business

Item Number: 9.3.4

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

SUBJECT:

Request the Board to Receive the Information Regarding the Governor's Proposal for the 2023-24 State Budget and K-12 Education

BACKGROUND:

Every year in January the Governor's proposed budget is released for public entities to start the budget process for the next fiscal year.

STATUS:

Presentation on Governor's Proposed Budget.

PRESENTER:

Tammy Busch, Asst. Supt. of Business

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

The Board receive the information regarding the Governor's Proposal for the 2023-24 State Budget and K-12 Education

Time allocated: 15 minutes



Governor's Proposals for the 2023-24 State Budget and K-12 Education

This PowerPoint presentation is provided as a template for use in preparing a school agency-specific board presentation.

Please modify or insert your school agency's unique information.

Themes for the 2023-24 Governor's Budget

- **California seems to have turned the page in State Budget development: from COVID-19 pandemic budgeting since May 2020 to more business as usual**
 - **Unfortunately, business as usual comes with a softening economy**
 - **Fortunately, California is better prepared to weather the proverbial storm due to investments made and reserves built up during the good years**
- **The Governor's Budget is focused on maintaining programs where possible while trimming others**
 - **As the COVID-19 crisis recedes, other crises receive more attention—homelessness, housing, and extreme weather**
 - **All of which affect our students and educators**
- **As bare bones as it is, the Governor's Budget is precariously balanced and a change in the economic forecast could require more difficult decisions at the May Revision**

State Budget and Economy

- Persistent inflation, rising interest rates, lingering supply chain issues and the struggling stock market continue to stifle growth both nationally and for the state of California
- Most economists believe that a mild recession will occur in 2023 or 2024
- The state's revenue outlook is substantially different than the prior two years
- The Governor's Budget forecasts General Fund revenues that are \$29.5 billion lower than at the 2022-23 Enacted Budget
 - An estimated gap of \$22.5 billion in the state's General Fund for the 2023-24 fiscal year
- Through funding delays, reduction and pullbacks, fund shifts, trigger reductions and borrowing, Governor Gavin Newsom was able to keep the state's significant reserves intact
- The Governor's revenue forecast assumes slower economic growth, but not a recession, which comes with elevated risks

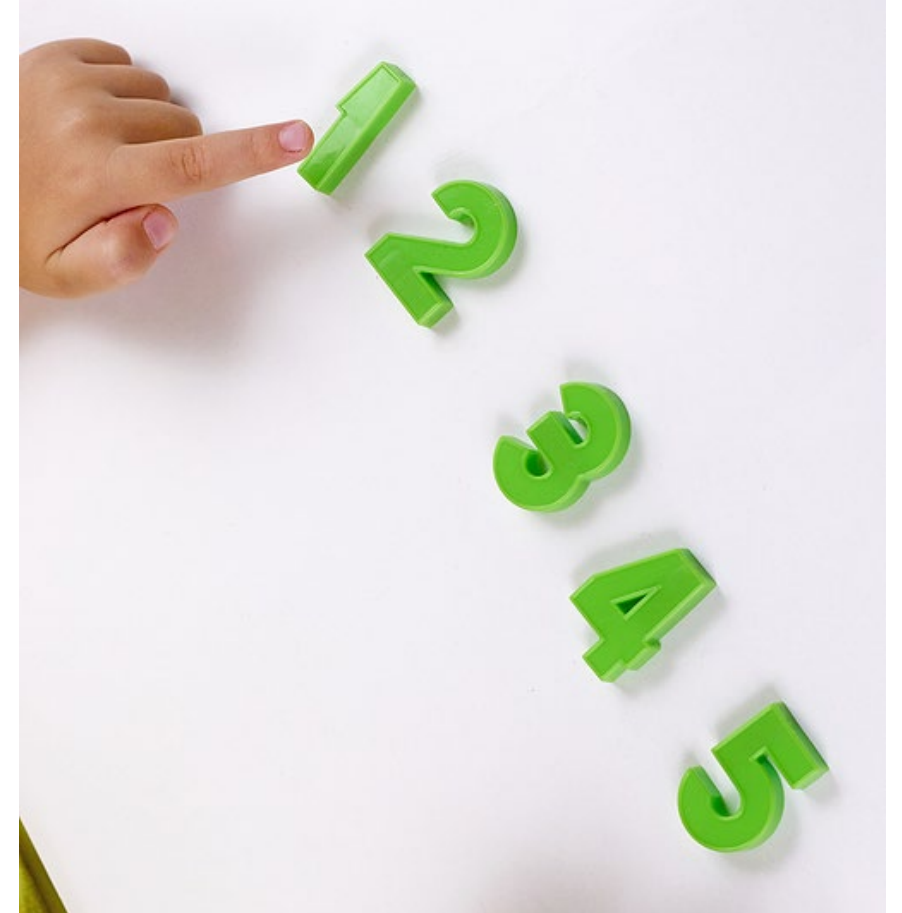


Proposition 98 and the Education Budget

- **Proposition 98 resources grow leaner in the Governor's Budget, as do the proposed investments for K-12 schools and community colleges**
 - **Maintaining the purchasing power of the Local Control Funding Formula (LCFF) takes center stage with the cost-of-living adjustment (COLA)**
 - **Governor Newsom remains committed to key priorities in transitional kindergarten (TK) and expanded learning**
 - **The budget furthers educational equity to address persistent learning and achievement gaps**
 - **Governor Newsom surprises K-12 with a “sweep” of funding for arts and music instruction**

Proposed State Budget and LEA Impacts

- For education, Governor Newsom proposes a State Budget to preserve investments made during the boom years
 - The number of major changes for 2023-24 can be counted on one hand
 - However, the changes proposed are significant for local educational agencies (LEAs) across the state and include a proposed mid-year cut to previously budgeted one-time funds
- At least for now, gone are the litany of new ongoing and one-time categorical programs that have filled the Proposition 98 minimum guarantee during the economic expansion years



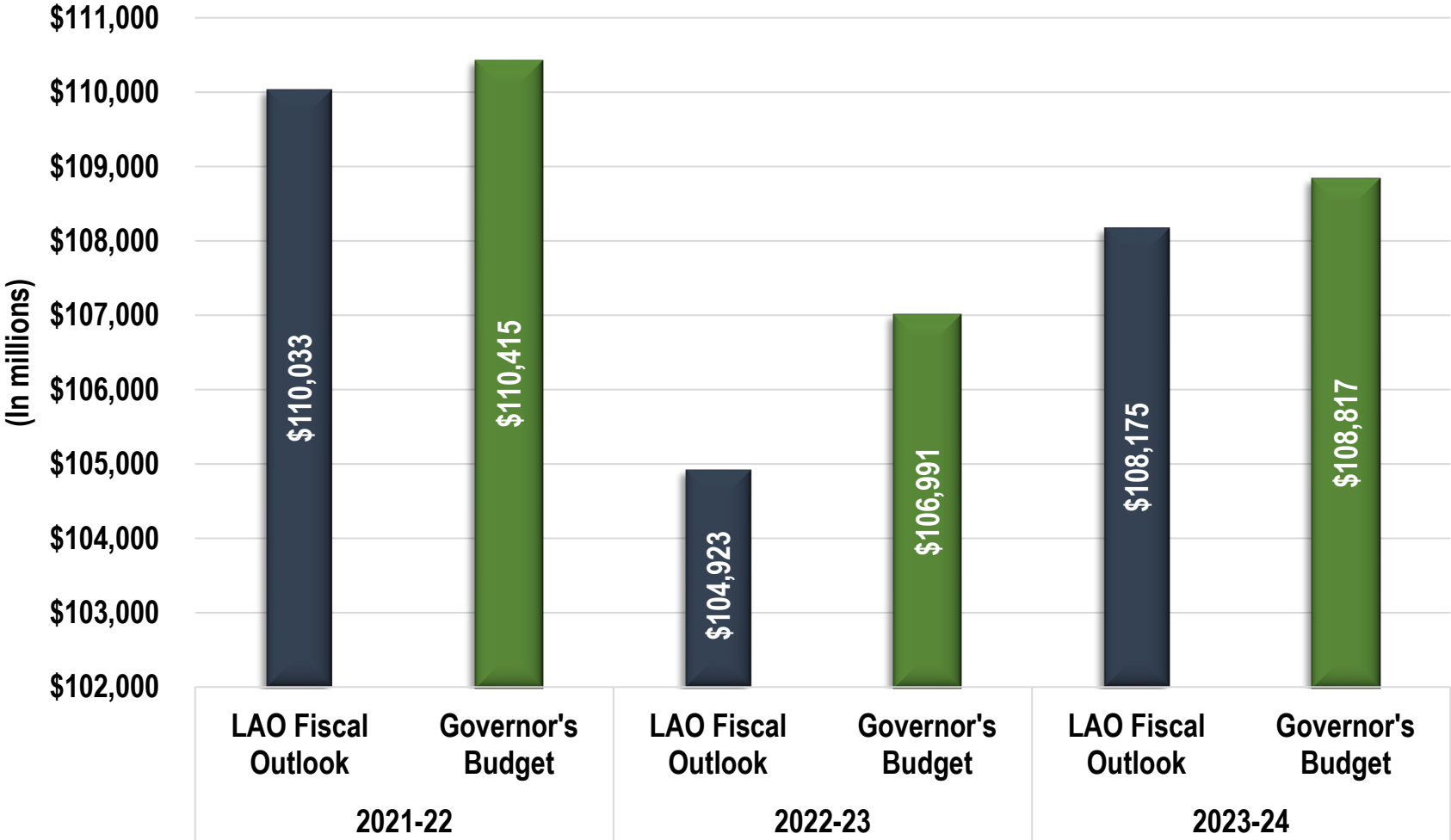
General Fund Budget Summary

2023-24 Governor's Budget in millions		
	2022-23	2023-24
Prior-Year Balance	\$52,713	\$21,521
Revenues and Transfers	\$208,884	\$210,174
Total Resources Available	\$261,597	\$231,695
Non-Proposition 98 Expenditures	\$160,973	\$143,060
Proposition 98 Expenditures	\$79,103	\$80,554
Total Expenditures	\$240,076	\$223,614
Fund Balance	\$21,521	\$8,081
Reserve for Liquidation of Encumbrances	\$4,276	\$4,276
Special Fund for Economic Uncertainties	\$17,245	\$3,805
Public School System Stabilization Account	\$8,108	\$8,473
Safety Net Reserve	\$900	\$900
Budget Stabilization Account/Rainy Day Fund	\$21,487	\$22,398

Source: Governor's Budget Summary, page 10

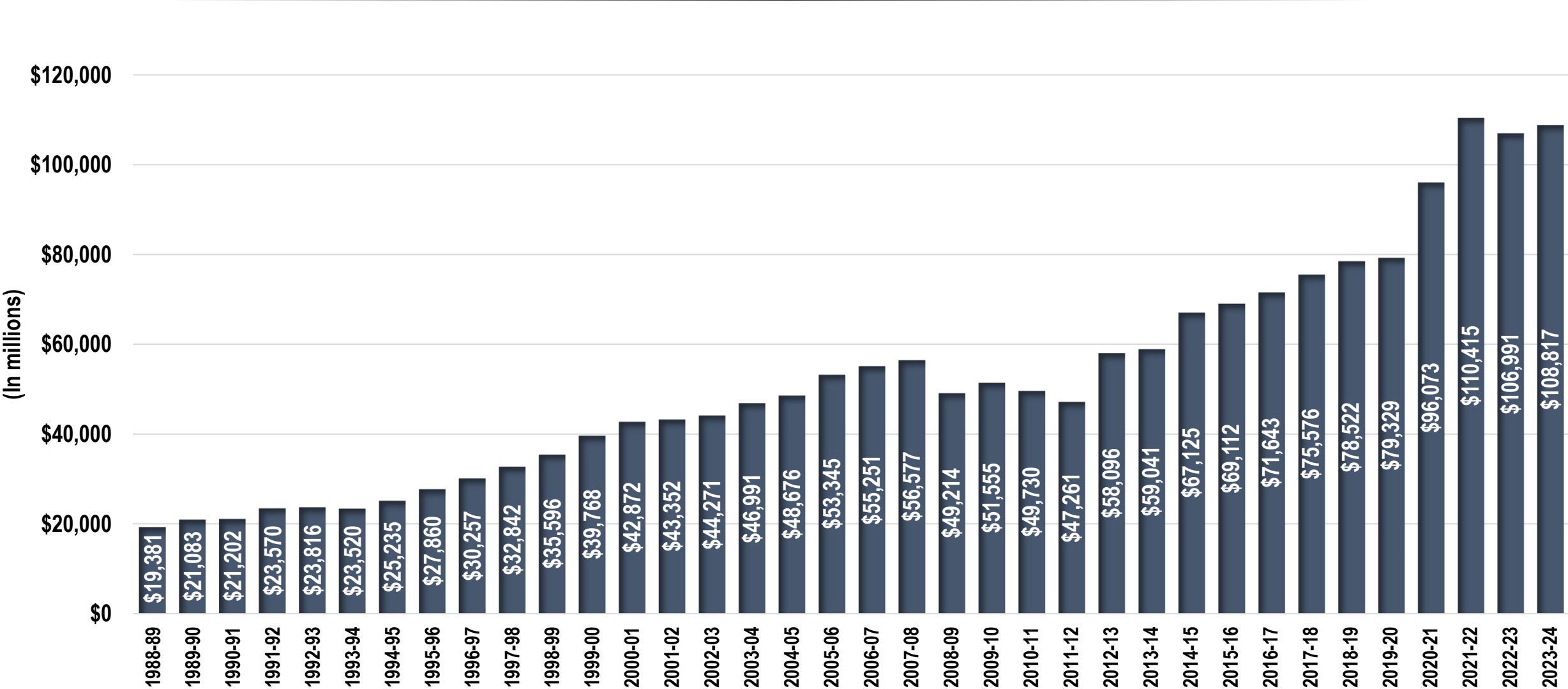
Proposition 98 Minimum Guarantee

Governor's Budget vs. Legislative Analyst



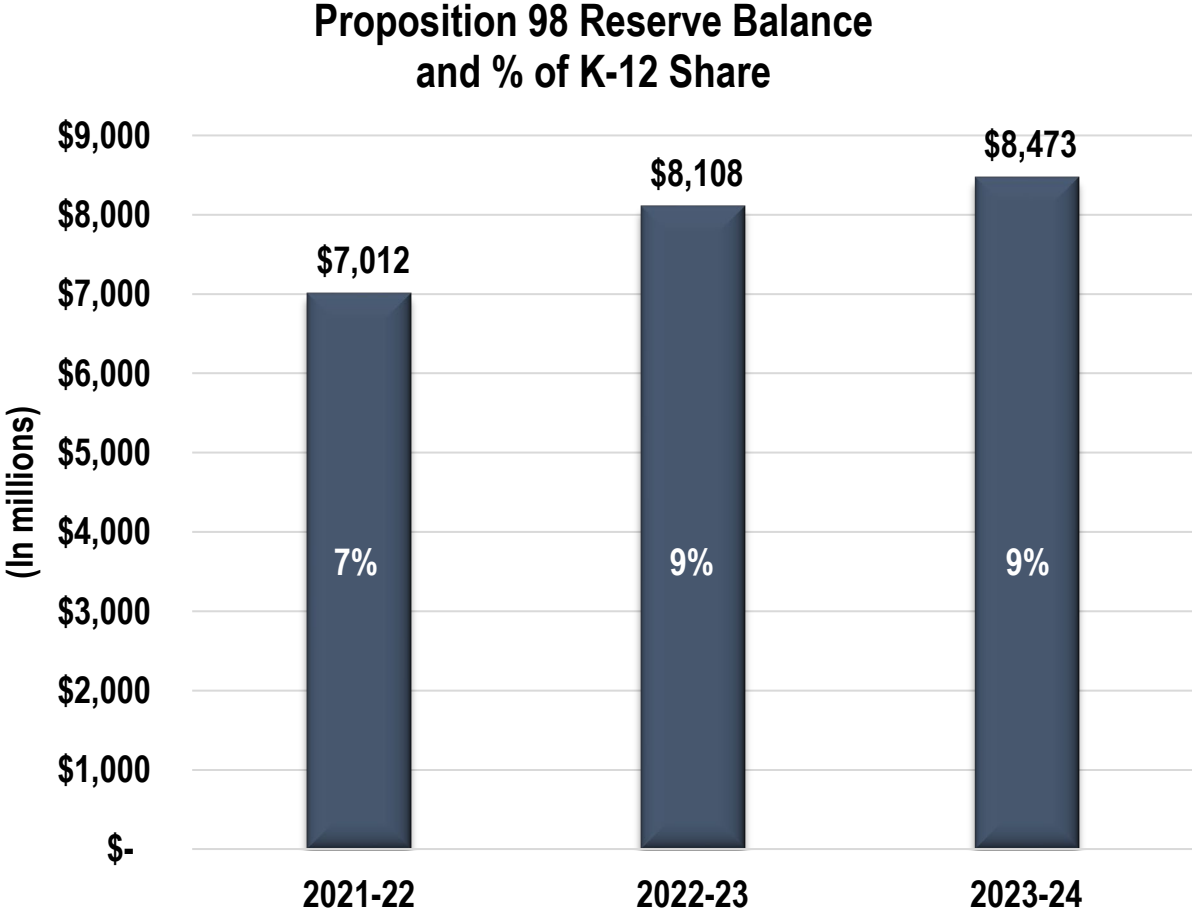
- Over the budget period, the Governor's Budget estimates are more optimistic when compared to the Legislative Analyst's Office's (LAO) *November Outlook* by over \$3 billion
 - 2021-22—\$382 million
 - 2022-23—\$2.1 billion
 - 2023-24—\$642 million
- Funding in 2023-24 is estimated to be \$108.8 billion

Proposition 98 Minimum Guarantee



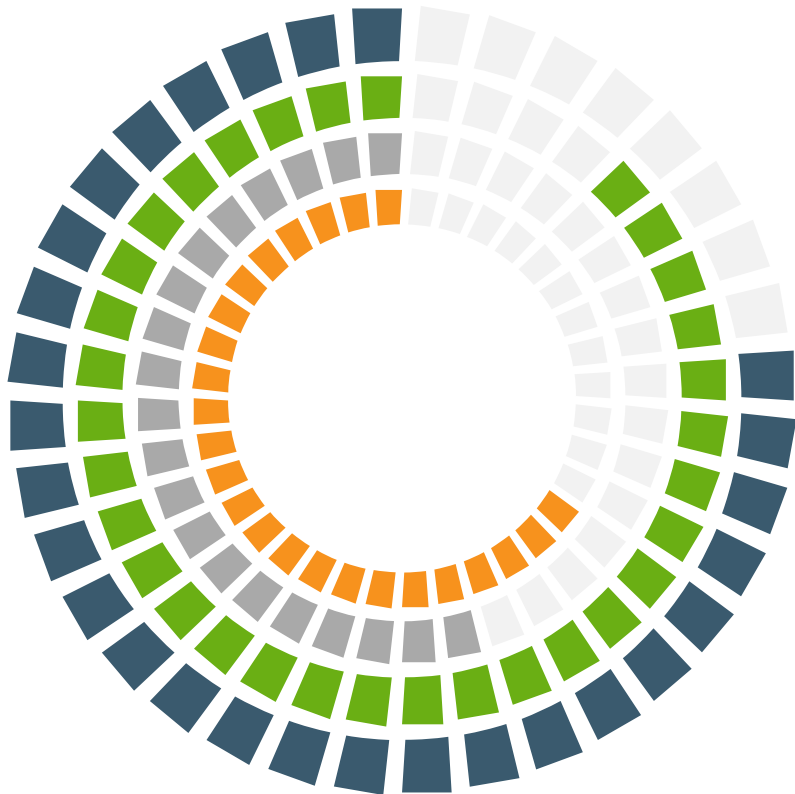
Local Reserve Cap

- Education Code limits local school district reserves¹ to 10% when certain conditions are met
 - The Proposition 98 reserve balance is greater than 3% of K-12's portion of the minimum guarantee
 - Applies only to non-basic aid school districts with average daily attendance (ADA) greater than 2,500
- The account balance continues to exceed the 3% trigger
- Cap remains operative in 2023-24



¹The reserve cap is based on assigned and unassigned ending fund balances of the General Fund and Special Reserve for Other than Capital Outlay Fund

2023-24 LCFF Overview



8.13%

Statutory COLA

\$4.7 billion

New

Equity Multiplier

In conjunction with accountability improvements, intended to augment resources to support highest-needs schools

\$5.04

Billion

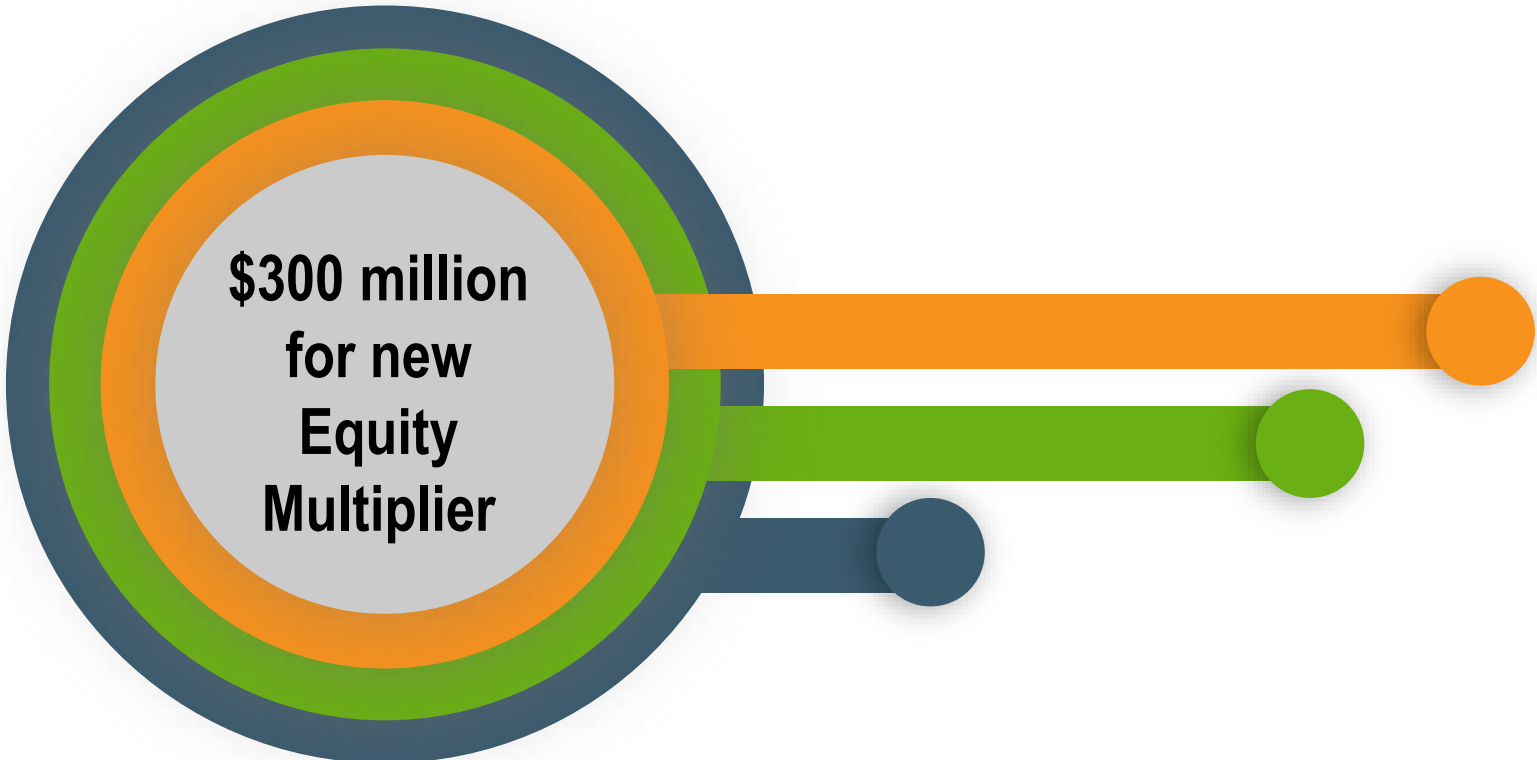
Total 2023-24 LCFF funding increase, utilizing \$1.4 billion in one-time funding

\$\$

Categorical Programs

COLA also applied to other educational programs funded outside of the LCFF

LCFF Equity Multiplier



LCFF Add-On

\$300 million new, ongoing Proposition 98 funds to establish an Equity Multiplier add-on to the LCFF

Close Equity Gaps

Intended to provide resources to accelerate learning gains and close opportunity and outcome gaps

Prior Commitment

Governor committed last year to provide ongoing funding to address the needs of students in the lowest performing student groups

2023-24 LCFF Funding Factors

Grade Span	TK	K-3	4-6	7-8	9-12
2022-23 Base Grant per ADA	\$9,166	\$9,166	\$9,304	\$9,580	\$11,102
8.13% COLA	\$745	\$745	\$756	\$779	\$903
2023-24 Base Grant per ADA	\$9,911	\$9,911	\$10,060	\$10,359	\$12,005
Grade Span Adjustment	\$1,031	\$1,031	–	–	\$312
TK add-on (inclusive of COLA)	\$3,042	–	–	–	–
2023-24 Adjusted Base Grant per ADA	\$13,984	\$10,942	\$10,060	\$10,359	\$12,317
20% Supplemental Grant per ADA ¹	–	\$2,188	\$2,012	\$2,072	\$2,463
65% Concentration Grant per ADA ²	–	\$7,112	\$6,539	\$6,733	\$8,006

¹Maximum amount per ADA—to arrive at LEA’s grant amount, multiply adjusted base grant per ADA by 20% and Unduplicated Pupil Percentage (UPP)

²Maximum amount per ADA—to arrive at LEA’s grant amount, multiply adjusted base grant per ADA by 65% and UPP above 55%

What Does the LCFF Mean for (Insert LEA Name)?

(Insert LEA Name)—2023-24		
2023-24 LCFF Per-ADA Funding	Projected 2023-24 ADA	Projected 2023-24 LCFF Total Revenue
\$		\$

Note: Please use the School Services of California Inc. (SSC) LCFF Simulator to generate your LEA’s unique numbers to insert in the table above.

SSC Financial Projection Dashboard

Planning Factors						
		2022-23	2023-24	2024-25	2025-26	2026-27
DOF ¹ Planning COLA		6.56%	8.13%	3.54%	3.31%	3.23%
California CPI ²		6.00%	3.44%	2.77%	2.49%	2.74%
Unemployment Insurance		0.50%	0.20%	0.20%	0.20%	0.20%
California Lottery	Unrestricted per ADA	\$170	\$170	\$170	\$170	\$170
	Restricted per ADA	\$67	\$67	\$67	\$67	\$67
Mandate Block Grant (District)	Grades K-8 per ADA	\$34.94	\$37.78	\$39.12	\$40.41	\$41.72
	Grades 9-12 per ADA	\$67.31	\$72.78	\$75.36	\$77.85	\$80.36
Mandate Block Grant (Charter)	Grades K-8 per ADA	\$18.34	\$19.83	\$20.53	\$21.21	\$21.90
	Grades 9-12 per ADA	\$50.98	\$55.12	\$57.07	\$58.96	\$60.86

¹Department of Finance (DOF)

²Consumer Price Index (CPI)

CalSTRS Employer Contribution Rates

- Similar to the California Public Employees’ Retirement System (CalPERS), the Governor does not include any new funding towards California State Teachers’ Retirement System (CalSTRS) relief for LEAs
- SSC recommends that LEAs anticipate a CalSTRS employer contribution rate of 19.10% in 2023-24 based on the best information available to date from CalSTRS
 - Thereafter, CalSTRS projects an employer contribution rate of 19.10% for the next several years

Effective Date	CalSTRS Funding Plan Increases	
	Rate	Year-over-year change
July 1, 2013	8.25%	No increase since 1986
July 1, 2014	8.88%	0.63%
July 1, 2015	10.73%	1.85%
July 1, 2016	12.58%	1.85%
July 1, 2017	14.43%	1.85%
July 1, 2018	16.28%	1.85%
July 1, 2019	17.10%	0.82%
July 1, 2020	16.15%	-0.95%
July 1, 2021	16.92%	0.77%
July 1, 2022	19.10%	2.18%
July 1, 2023	19.10%	0%
July 1, 2024	19.10%	0%
July 1, 2025	19.10%	0%

CalPERS Employer Contribution Rates

- Governor Newsom did not propose providing CalPERS relief for LEAs
- Based on the latest information from CalPERS, the employer contribution rate for 2023 -24 would increase from the current rate of 25.37% to 27.00%

Year	Prior Projections per SSC Dartboard	Projected Rates per Most Recent CalPERS Actuarial Report ¹
2022-23	25.37%	25.37%
2023-24	25.20%	27.00%
2024-25	24.60%	28.10%
2025-26	23.70%	28.80%

¹Projected rates reflect an investment loss for 2021-22 based on preliminary investment returns, as well as an anticipated decrease in normal cost due to new hires entering lower cost benefit tiers

Source: Schools Pool Actuarial Valuation as of June 30, 2021

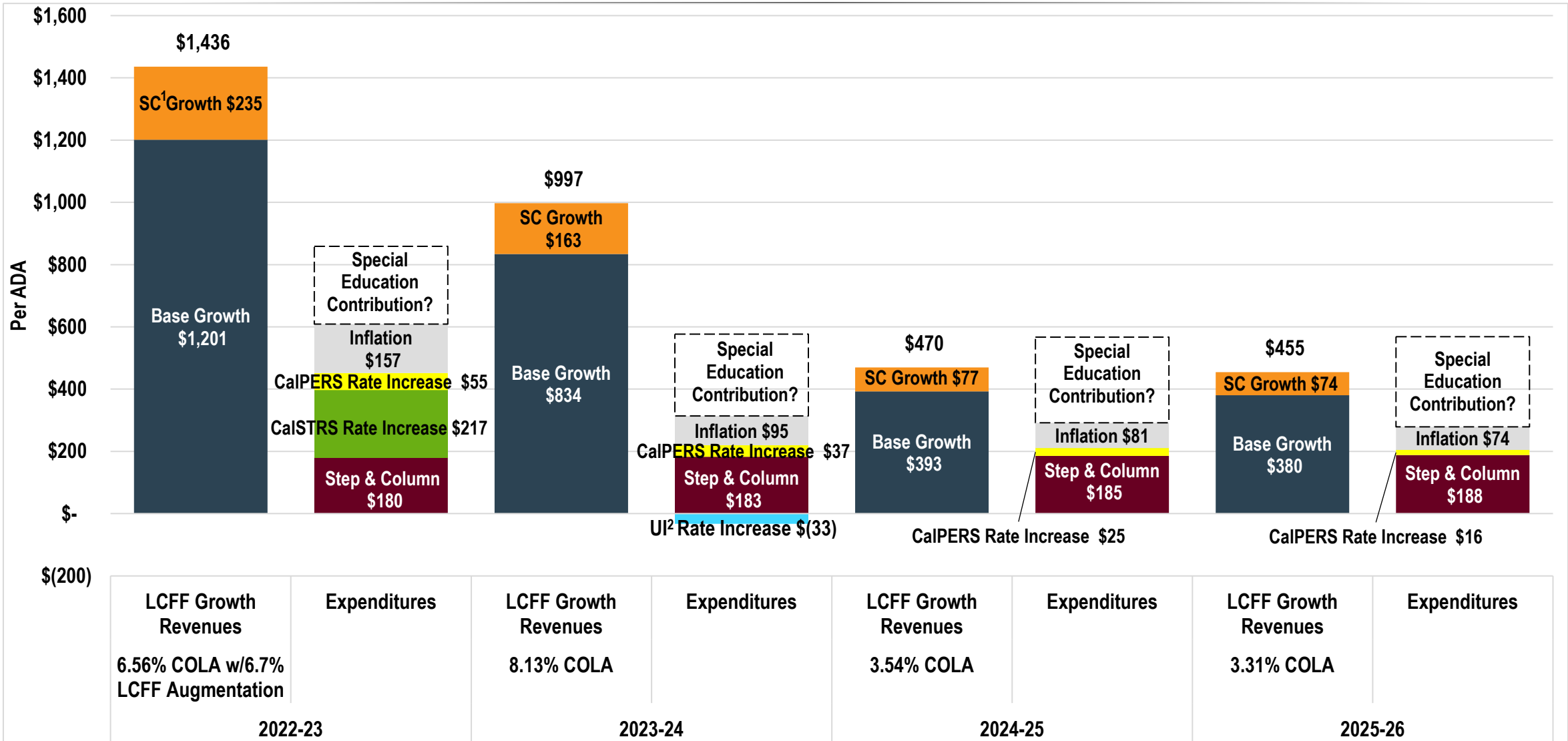
Minimum Wage Increases—Future Forecast

- Below is a table illustrating minimum wage on an hourly, weekly, monthly, and annual basis
- Based on inflation, SSC staff project that starting in 2024, the minimum wage will continue to increase by the maximum amount allowed by law through 2028

Minimum Wage	Effective Date: > 25 Employees	Effective Date: ≤ 25 Employees	Exempt Minimum Salary (Weekly)	Exempt Minimum Salary (Monthly)	Exempt Minimum Salary (Annually)
\$14.00/hour	January 1, 2021	January 1, 2022	\$1,120	\$4,853	\$58,240
\$15.00/hour	January 1, 2022	N/A	\$1,200	\$5,200	\$62,400
\$15.50/hour	January 1, 2023		\$1,240	\$5,373	\$64,480
\$16.00/hour	January 1, 2024		\$1,280	\$5,547	\$66,560
\$16.40/hour	January 1, 2025		\$1,312	\$5,685	\$68,224
\$16.80/hour	January 1, 2026		\$1,344	\$5,824	\$69,888
\$17.20/hour	January 1, 2027		\$1,376	\$5,963	\$71,552
\$17.60/hour	January 1, 2028		\$1,408	\$6,101	\$73,216

Note: Employers should review city or county ordinances to determine if any local minimum wage standards apply

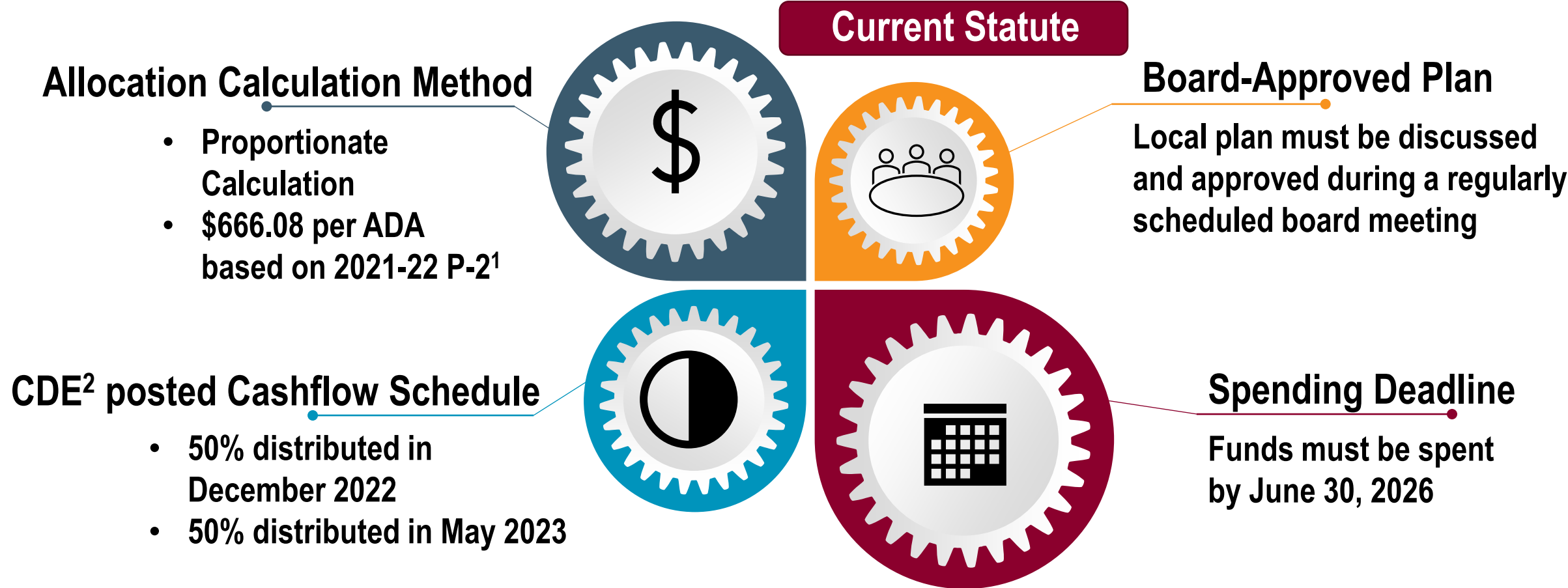
Multiyear Cost Pressures



¹Supplemental and concentration; ²Unemployment Insurance

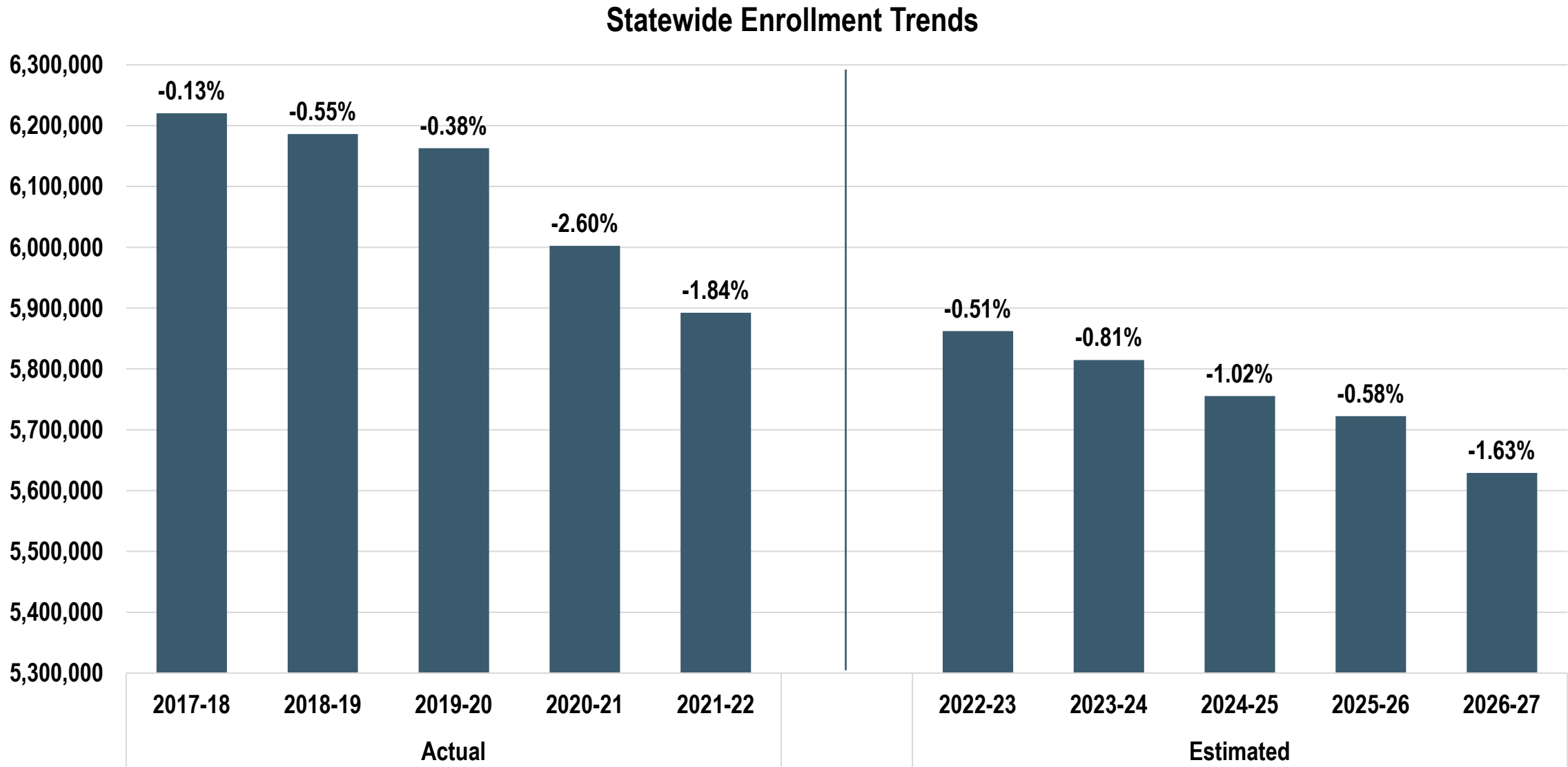
Arts, Music, and Instructional Material Block Grant—Proposed Funding Reduction

The Governor’s Budget proposes a \$1.2 billion reduction in the \$3.5 billion one-time funding provided in the 2022-23 Enacted Budget package, bringing the appropriation down to \$2.3 billion



¹Second Principal Apportionment; ²California Department of Education

Statewide Enrollment Trends—Ongoing Enrollment Loss



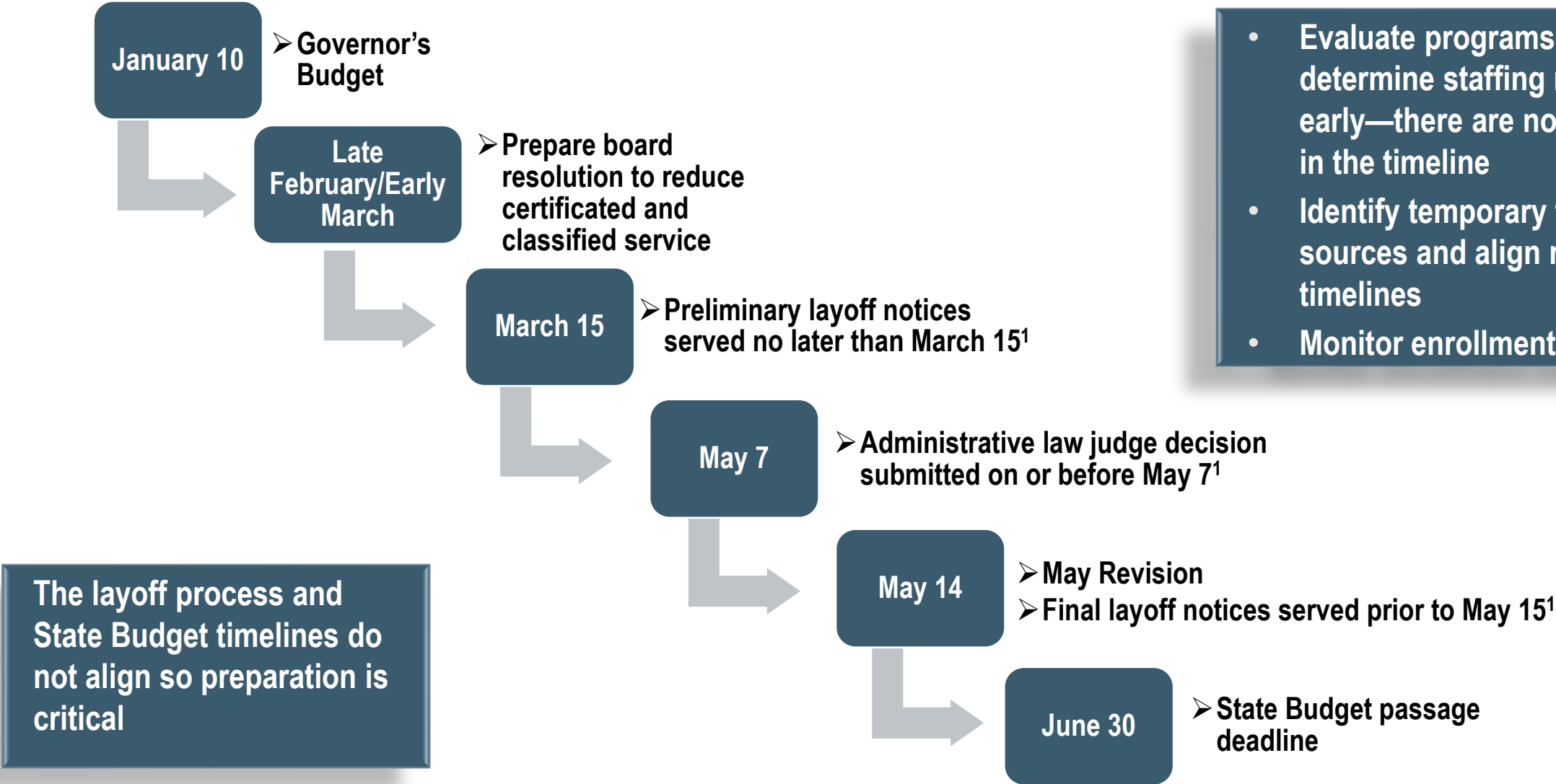
Collective Bargaining—Teacher Compensation (Statewide Averages)

- Teacher compensation data reflects salaries increased for new teachers, teachers within the mid-range of the salary schedule, and experienced teachers at maximum salary placement
 - Health and welfare contributions increased by 3.62% statewide from 2020-21 to 2021-22

	2020-21	2021-22	Percentage Change
BA +30	\$55,280	\$57,413	3.86%
BA +60, Step 10	\$80,289	\$83,406	3.88%
Maximum	\$105,944	\$110,253	4.07%
Health and Welfare District Contribution	\$14,849	\$15,387	3.62%
2021-22 Funded LCFF COLA was 5.07%			

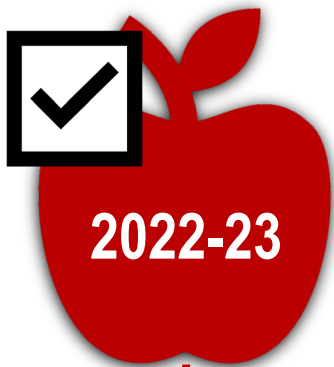
Source: J-90 data

Certificated and Classified Layoffs and State Budget Timelines



¹Statutory deadlines per Education Code Sections 44949, 44955, and 45117

Universal Transitional Kindergarten Implementation



2022-23



2023-24



2024-25



2025-26

Offer TK to four-year-olds whose fifth birthday occurs between September 2 and February 2; inclusive

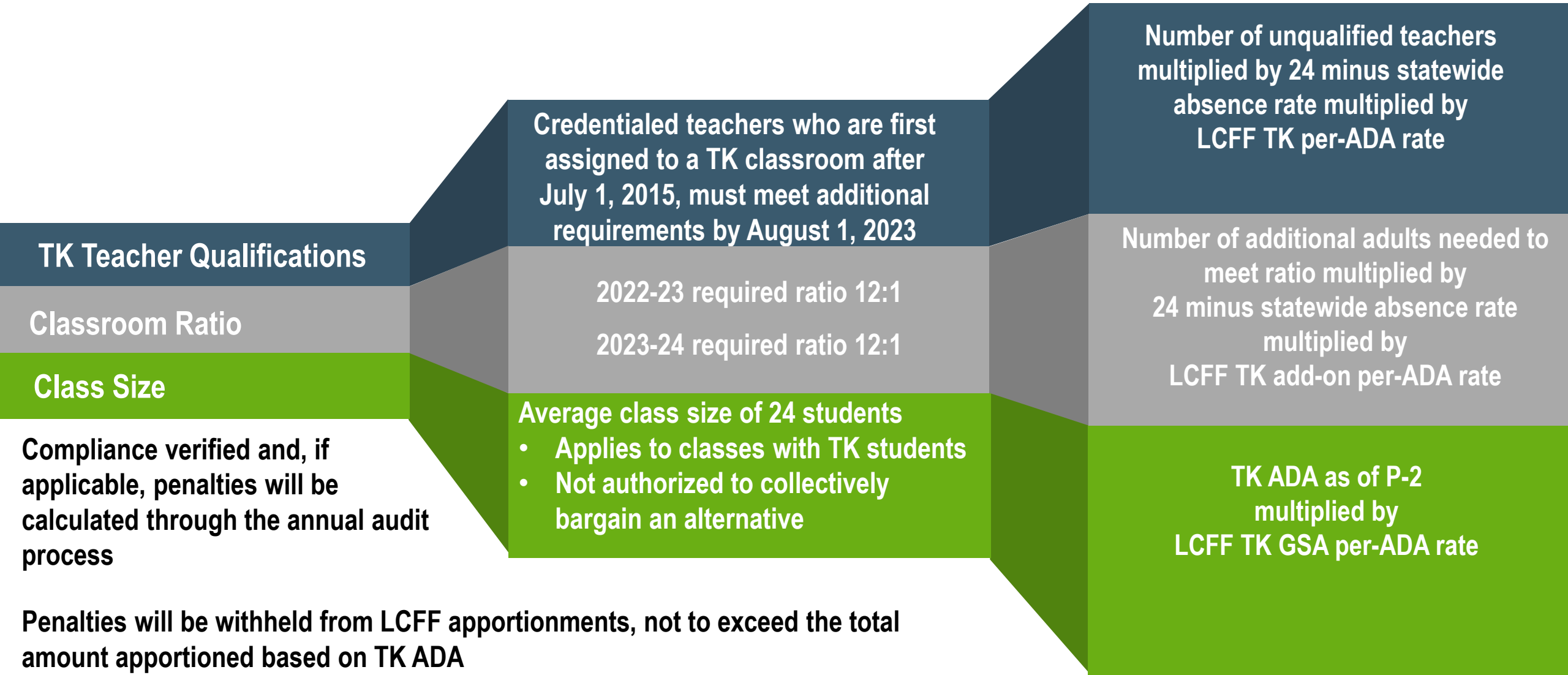
Offer TK to four-year-olds whose fifth birthday occurs between September 2 and April 2; inclusive

Offer TK to four-year-olds whose fifth birthday occurs between September 2 and June 2; inclusive

Offer TK to four-year-olds whose fourth birthday occurs by September 1; inclusive

- The Governor continues to prioritize implementation of universal transitional kindergarten (UTK)
- The Governor’s Budget provides an additional investment of \$690 million ongoing General Fund to implement second year of UTK expansion
- Proposition 98 minimum guarantee is “rebenched” to account for the expanded universe of TK students

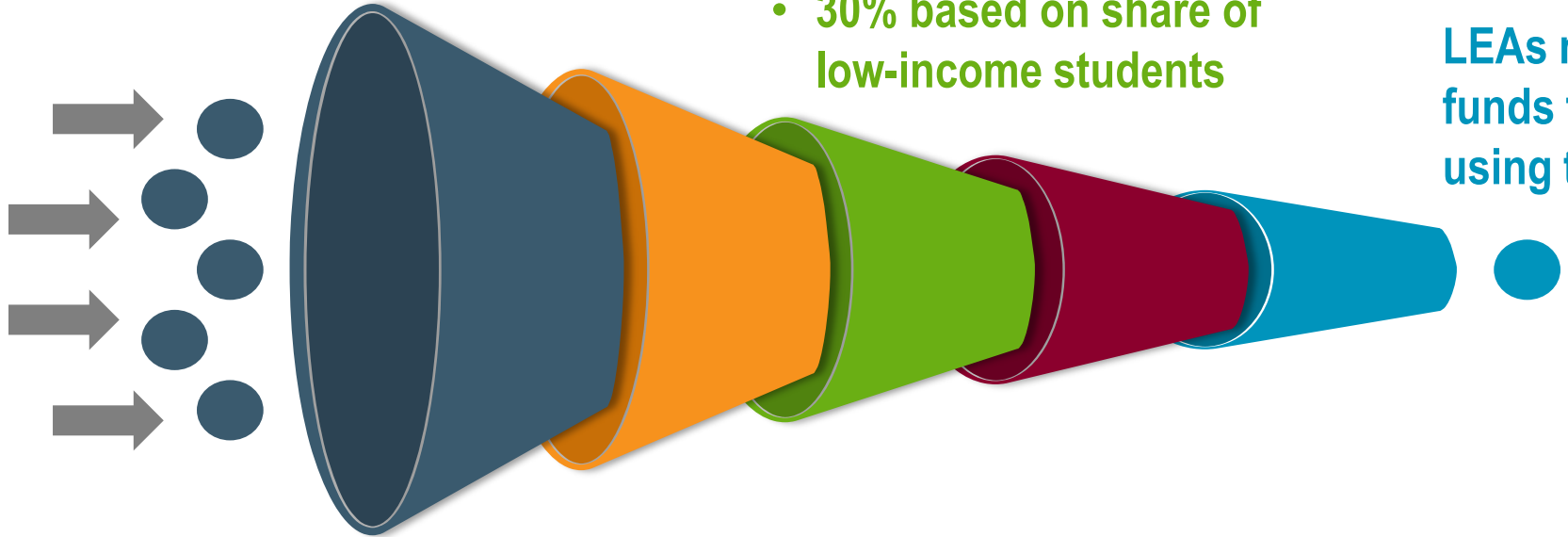
UTK Penalties



Proposition 28: Arts and Music in Schools—Funding Guarantee and Accountability Act

Beginning with the 2023-24 fiscal year, requires the state to provide additional, dedicated funding originating outside of Proposition 98 for arts and music education

The annual amount is equal to 1% of the prior-year Proposition 98 minimum guarantee



Estimated to increase state costs by nearly \$1 billion in 2023-24

Funds distributed to LEAs:

- 70% based on share of statewide enrollment in preschool through grade 12
- 30% based on share of low-income students

LEAs must distribute their funds to their schools using the same 70/30 split

Federal Funding

- Just prior to the new year, Congress approved, and President Joe Biden signed, the “Consolidated Appropriations Act of 2023,” which provides federal funding through September 30, 2023
 - Includes \$79.6 billion in discretionary appropriations for education, an increase of \$3.2 billion over 2022 levels
 - Of those funds, K-12 education programs will receive \$45 billion, an increase of \$2.4 billion over 2022 levels, including:

- \$18.4 billion for Title I
- \$890 million for English language acquisition
- \$1.4 billion for Student Support and Academic Enrichment

- \$1.6 billion for Impact Aid
- \$300 million for “whole child” approaches
- \$1.3 billion for 21st Century Community Learning Centers

- \$129 million for Magnet Schools Assistance
- \$23 million for American History and Civics
- \$129 million for Education for Homeless Children and Youth

- \$1.4 billion for career technical education (CTE)
- \$32 million for CTE National Programs for Innovation and Modernization Grants
- \$729 million for Adult Education State Grants

Federal Funding—Special Education

- K-12 education includes Individuals with Disabilities Education Act (IDEA) programs for 2023
 - \$15.5 billion for special education
 - \$934 million more than fiscal year 2022
 - \$36 million for Special Olympics
- California receives approximately 10% of total IDEA allocations
- As a reminder, these increases take months to trickle down to LEA budgets

IDEA Part B, Grants to States

\$14.2 billion

(\$850 million increase)

IDEA Part B, Preschool

\$420 million

(\$10.5 million increase)

IDEA Part C, Infants and Toddlers

\$540 million

(\$44 million increase)

IDEA Part D, Personnel Preparation

\$115 million

(\$20 million increase)

School
Services
of California
INC.™
An Employee-Owned Company

Thank you

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: X

From: Tammy Busch, Asst. Supt. of Business

Item Number: 9.3.5

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

SUBJECT:

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

BACKGROUND:

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

STATUS:

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

PRESENTER:

Tammy Busch, Asst. Supt. of Business

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

RECOMMENDATION:

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

Time allocated: 3 minutes

River Delta Unified School District

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

Annual Reporting Requirements (Government Code 6606 (b))

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

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

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

B. The amount of the fee

See attached fee schedule as of January 28, 2020

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

The District began fiscal year 2021-22 with \$927,141.21 in developer fees and ended the fiscal year with \$1,114,452.01

D. The amount of the fees collected and interest earned

The District collected \$197,073.36 in developer fees and earned \$2,355 in interest.

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

During the fiscal year 2021-22, the District expended the following developer fee amounts on the following projects:

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

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

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

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

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

The General Fund contributed \$211,675.22 towards the Shea Home Bridge loan payment.

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

No refunds were made during fiscal year 2021-22

River Delta Unified School District
Annual Report of School Facilities Fees
2021-22 Fiscal Year

Capital Facilities Fund 25

	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Beginning Balance, July 1	\$ 49,700.31	\$ 40,933.47	\$ 357,898.16	\$ 1,324,219.30	\$ 927,401.92	\$ 947,141.21
Revenue:						
Fees Collected	\$ 110,160.91	\$ 492,607.43	\$ 1,079,847.08	\$ 214,138.74	\$ 161,807.81	\$ 197,073.36
Interest	\$ (690.00)	\$ 664.00	\$ 15,520.00	\$ 21,981.00	\$ 4,439.00	\$ 2,355.00
Contribution from General Fund	\$ 137,000.00	\$ 77,054.00	\$ 128,857.34	\$ 162,350.31	\$ 203,157.48	\$ 211,675.22
Other Revenue						\$ 38,990.58
Total Revenue	\$ 246,470.91	\$ 570,325.43	\$ 1,224,224.42	\$ 398,470.05	\$ 369,404.29	\$ 450,094.16
Expenditures:						
Shea Home Payment	\$ 201,074.76	\$ 201,074.76	\$ 201,074.76	\$ 201,074.76	\$ 201,075.00	\$ 201,074.76
Portable Lease Payment	\$ 54,162.99	\$ 50,238.48	\$ 56,828.52	\$ 55,870.37	\$ 54,516.56	\$ 58,526.12
Fee Refund		\$ 2,047.50				
Legal Fees						\$ 23,182.48
DH White Modular Project				\$ 538,342.30	\$ 91,353.44	
Total Expenditures	\$ 255,237.75	\$ 253,360.74	\$ 257,903.28	\$ 795,287.43	\$ 346,945.00	\$ 282,783.36
Ending Balance, June 30	\$ 40,933.47	\$ 357,898.16	\$ 1,324,219.30	\$ 927,401.92	\$ 949,861.21	\$ 1,114,452.01

Residential Fees - As of January 28, 2020

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

Commercial-Industrial Fees - As of January 28, 2020

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

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

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

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

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

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: X

From: Tammy Busch, Asst. Superintendent of Business Services Item Number: 9.3.6

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

SUBJECT:

Present Bond Measure J and K Project Progress Updates

BACKGROUND:

On February 15, 2022, the board approved the Master Plan for the Measure J and K Facilities Bond Program. After reviewing the Master Plan, a list of projects was created and presented to the Board Members on May 10, 2022, for approval. These projects are moving along as schedule. On January 10, 2023, the Board approved a second round of projects for Measure J (SFID #1). HKIT Architects and RGM Kramer has meet with Principals, Kathy Wright, Superintendent; Tammy Busch, Assistant Superintendent of Business Services and Ken Gaston, Director of MOT, Nancy Vielhauer, Assistant Superintendent of Educational Services, and members from the facilities steering committee to gather information and ideas. HKIT Architects will provide design options to present to the Board in Spring 2023.

STATUS:

Present Measure J and K Project Progress Updates Reports

Measure J (SFID #1), projects include: RVHS New Culinary and Science Classroom, RVHS Gym and Locker Rooms Modernization, Riverview Building A Modernization, DH White New Modular Classrooms, DH White Administration Building Modernization, Isleton Restrooms and Isleton Administration Building Modernization

Measure K (SFID #2), projects include: Window Replacement at Walnut Grove, Fire Alarm Upgrade at Walnut Grove, Cafeteria Modernization at DHS/CMS, DHS Gym HVAC Replacement

Measure J (SFID #1) and K (SFID #2), projects include: HVAC Replacement at Multiple Sites and Roofing Replacement at Multiple Sites.

PRESENTER:

Tammy Busch, Assistant Superintendent of Business Services and Kathy Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Maria Denney, RGM Kramer, Marlin Jones, RGM Kramer and Ralph Caputo, RGM Kramer

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board receives this information.

Time allocated: 5 minutes

RIO VISTA HIGH SCHOOL NEW CLASSROOM BUILDING

JANUARY 2022

RIVER DELTA UNIFIED
SCHOOL DISTRICT



Creating Excellence To Ensure That All Students Learn



PROJECT DESCRIPTION

The goal of this project is to provide two new classrooms at RVHS: a culinary arts classroom and a science classroom. The current culinary arts portable will be replaced with a permanent building which will have space and equipment for students to learn commercial cooking as well as residential stations for 32 students. The new 3,500 sf building will also have a new science classroom with lab stations, sinks, gas turrets and fume hoods to perform

experiments.

UPDATE:

- Plans submitted to Division of the State Architect for review and approval in November
- Review comments received from DSA in January
- DSA submittal cost estimate complete
- Anticipate bidding in Spring 2023

SCOPE

NEW BUILDING FOR
CULINARY & SCIENCE
CLASSROOMS

BUDGET

PROJECT BUDGET:
\$3,544,705

SCHEDULE

DESIGN: SPRING 2022
STATE APPROVAL:
WINTER 2023
BID: SPRING 2023
CONSTRUCTION: EST.
SUMMER 2023
MOVE IN: EST. FALL
2024



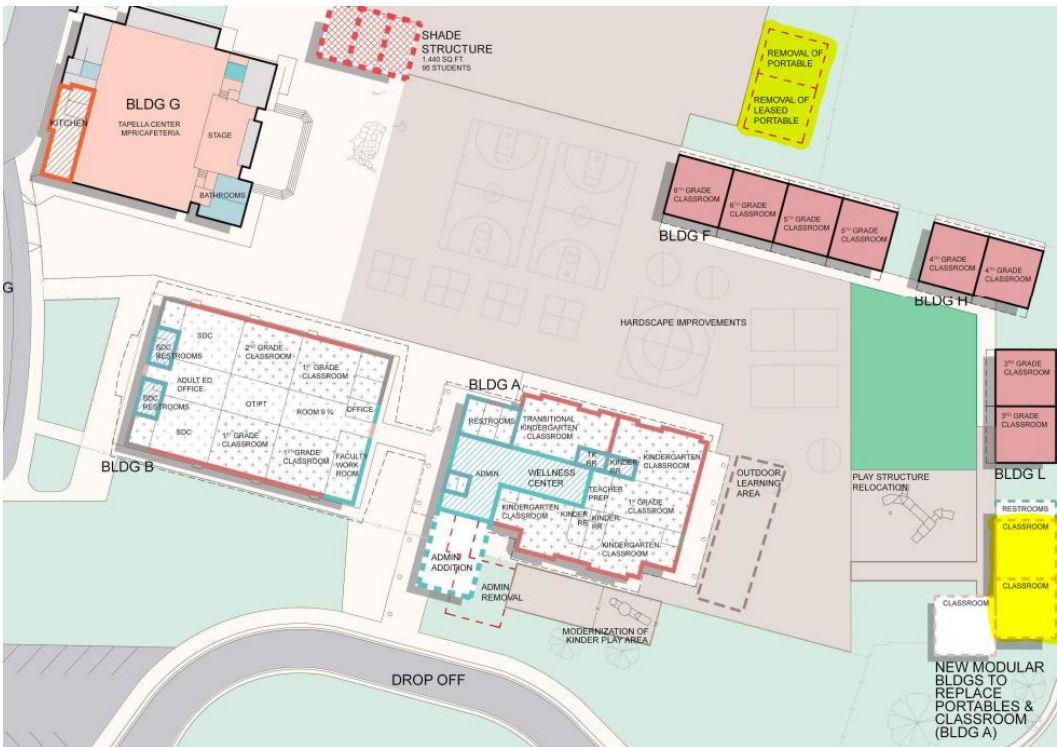
D.H. WHITE ELEMENTARY MODULAR REPLACEMENT

JANUARY 2023

RIVER DELTA UNIFIED
SCHOOL DISTRICT



Creating Excellence To Ensure That All Students Learn



SCOPE

TWO (2) MODULAR BUILDINGS TO REPLACE EXISTING PORTABLES

BUDGET

PROJECT BUDGET:
\$860,169
FINAL BUDGET:
\$853,342

PROJECT DESCRIPTION

The existing portables behind Building F will be removed as they are currently being leased by the District and are at the end of their useful life. They will be replaced with reconditioned modular buildings that will be installed on a permanent concrete foundation. The modular buildings will be placed near Building L as indicated in the master plan.

UPDATE:

- Division of the State Architect (DSA) approval
- Awarded to contractor November 2022.
- Construction to begin weather permitting

SCHEDULE

DESIGN: SUMMER 2022
STATE APPROVAL:
SUMMER 2022
BID: FALL 2022
CONSTRUCTION:
WINTER 2023
MOVE IN: FALL 2023



WALNUT GROVE ELEMENTARY WINDOW REPLACEMENT

JANUARY 2023



PROJECT DESCRIPTION

The existing wood windows at Walnut Grove Elementary School Building A are in poor condition and beyond their useful life. They will be replaced with new vinyl windows which are operable.

UPDATE:

- Bid awarded November 2022.
- Window Measurements taken on December 2nd, 2023.
- Construction scheduled to begin June 2023.

RIVER DELTA UNIFIED
SCHOOL DISTRICT



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SCOPE

NEW WINDOWS AT
BUILDING A

BUDGET

PROJECT BUDGET:
\$535,000

FINAL BUDGET:
\$482,640

SCHEDULE

DESIGN: SUMMER 2022
BID: FALL 2022
CONSTRUCTION: EST.
SUMMER 2023

RGMK
A CUMMING COMPANY

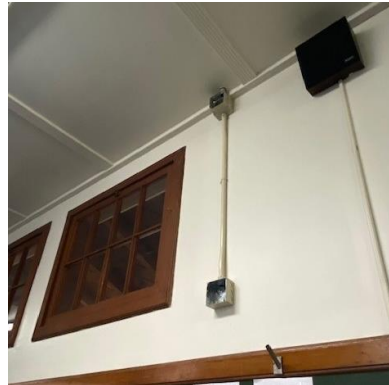
WALNUT GROVE ELEMENTARY FIRE ALARM REPLACEMENT

JANUARY 2023

RIVER DELTA UNIFIED
SCHOOL DISTRICT



Creating Excellence To Ensure That All Students Learn



SCOPE

NEW FIRE ALARM
SYSTEM

BUDGET

PROJECT BUDGET:
\$539,238

PROJECT DESCRIPTION

The goal of this project is to provide a new fire alarm system at Walnut Grove Elementary School to meet all current codes to keep students and staff safe as required by the Division of the State Architect (DSA). The fire alarm will be installed during the school year during off hours (after school and on weekends) to ensure the educational environment is minimally impacted.

UPDATE:

- Construction began January 3rd, 2023.
- Building A- Installation of Raceways and Wire ongoing.
- Building B- Installation of Raceways and wire substantially complete. Installation of Devices ongoing.
- Anticipated Completion April 2023.

SCHEDULE

DESIGN: SUMMER 2022
STATE APPROVAL: FALL 2023
BID: FALL 2022
CONSTRUCTION: EST. SPRING 2023



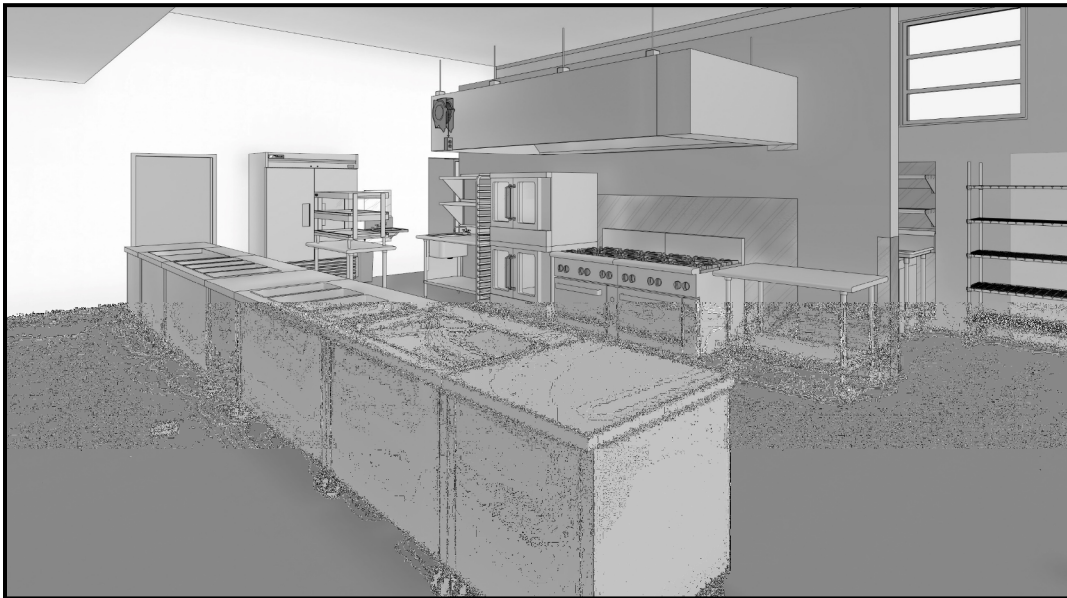
DELTA HIGH SCHOOL CLARKSBURG MIDDLE SCHOOL CAFETERIA MODERNIZATION

JANUARY 2022

RIVER DELTA UNIFIED
SCHOOL DISTRICT



Creating Excellence To Ensure That All Students Learn



PROJECT DESCRIPTION

Modernization of the cafeteria building, including kitchen renovation, finish and lighting upgrades throughout, restroom remodel and door hardware replacement. Site work includes accessible drop-off and parking, accessible entry and accessible path of travel. Additional scope of electrical upgrade to provide air conditioning to cafeteria and to support code required kitchen equipment and exhaust.

UPDATE:

- Plans submitted to Division of the State (DSA) for review and approval in November
- Review comments received from DSA in January
- DSA submittal cost estimate complete
- Anticipate bidding in Spring 2023

SCOPE

CAFETERIA, KITCHEN
AND MUSIC ROOM
MODERNIZATION

BUDGET

PROJECT BUDGET:
\$2,955,836
UPDATED BUDGET:
\$3,592,833 (INCLUDES
ELECTRICAL UPGRADE)

SCHEDULE

DESIGN: SPRING 2022
STATE APPROVAL:
WINTER 2022
BID: SPRING 2023
CONSTRUCTION: EST.
SUMMER 2023
MOVE IN: EST. WINTER
2024

RGMK
A CUMMING COMPANY

MULTIPLE SITES HVAC REPLACEMENT

JANUARY 2022



PROJECT DESCRIPTION

The goal of this project is to replace existing Heating, Ventilation and Air-Conditioning (HVAC) units which are beyond their useful life. Installing an Energy Management System (EMS) which will allow the district to be able to control the systems remotely will be a huge cost savings. Units can be on timers and can easily be programmed to turn off during evenings, weekends and holidays. Outside air intake can also be controlled remotely which is important for indoor air quality.

UPDATE:

- Identification of scope of work and cost estimates in progress
- Coordination with future roof and modernization projects in progress
- Delta High School Gym project in design

RIVER DELTA UNIFIED
SCHOOL DISTRICT



SCOPE

REPAIR AND
REPLACEMENT OF
HVAC SYSTEMS

BUDGET

PROJECT BUDGET: TBD

SCHEDULE

DESIGN: SUMMER 2022
BID: WINTER 2023
CONSTRUCTION: EST.
SUMMER 2023



MULTIPLE SITES ROOFING REPLACEMENT

JANUARY 2022

RIVER DELTA UNIFIED
SCHOOL DISTRICT



Creating Excellence To Ensure That All Students Learn



PROJECT DESCRIPTION

The goal of this project is to replace existing roofs that are beyond their useful life. The first phase of projects will include RVHS admin/cafeteria/library (Building D), DH White Building A&B, DHS Building A and Bates repair.

UPDATE:

- Delta HS Building A, Rio Vista HS Building D and DH White Building A & B: bids due mid-February, award in March, work scheduled Summer 2023
- Miscellaneous repairs in progress

SCOPE

REPAIR AND
REPLACEMENT OF
ROOFING SYSTEMS

BUDGET

PROJECT BUDGET: TBD

SCHEDULE

DESIGN: SUMMER 2022
BID: WINTER 2023
CONSTRUCTION: EST.
SUMMER 2023



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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: X

From: Ken Gaston, Director of MOT

Item Number: 9.4

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 January 2023

PRESENTER:

Ken Gaston, Director of Maintenance, Operations and Transportation

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
February 2023

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

Maintenance & Operations:

- **Bates Elementary**
 - Cleared off branches and leaves from roof, gutters, and black top. - \$110

- **Clarksburg Middle School**
 - Cleaned ignition for unit heater in room 13. - \$110

- **Delta High School**
 - Turn on pilot light in wood and welding shops and increase temperature settings. - \$110

- **D. H. White Elementary**
 - Cleaned ignition for unit heater in room 3, heater working. - \$142
 - Replaced Venstar thermostat for unit heater in room 20. - \$480
 - Replaced igniter and limit switch for unit heater in room 3. - \$350
 - Replaced pressure valve for unit heater in room 11. - \$540
 - Replaced Ansul gas valve in kitchen. - \$220

- **Isleton Elementary School**
 - Replaced exterior lights on Portable 1 and 2. - \$142
 - Changed out all burnt bulbs and replaced ballasts in media center. - \$110
 - Switched settings on unit heater motor to high speed in room 116. - \$110

- **Rio Vista High School**
 - Removed smart boards in Rooms E105, E109, E11, F111 and F211. - \$735
 - Trimmed roses on campus. - \$360
 - Sealed skylight with tar in admin building. - \$110
 - Sealed air conditioning ducking with tar in VP's office. - \$440
 - Fixed lifting roof tiles across from the admin building bathrooms. - \$110
 - Replaced tiles above the theater entrance. - \$110
 - Cleaned the light lenses, vents and replaced bulbs and ballast in building F. - \$250
 - Replaced fan unit in walk fridge. - \$3,792
 - Replaced loose and broken floor tiles in back room in office. - \$110
 - Replaced light bulb in student's parking lot. - \$100
 - Replaced corn cob light bulb in parking lot. - \$100
 - Replaced belt for shop unit heater, heater working. - \$170
 - Moved whiteboard from staff room to green room. - \$110
 - Changed out toilet gasket for bathroom in room F109. - \$110

- **Riverview Middle School**
 - Removed broken glass, installed plexiglass and window frame in art room. - \$140
 - Spread tar on roof to fix leaking ceiling in room 6. - \$275
 - Cleaned all the boiler gas ports and burners, boiler is working. - \$400
 - Changed HVAC filters in all three portables. - \$110
 - Pulled, weeded grass and weeds and trimmed roses in 8th grade patio. - \$240
 - Moved table and printer to storage room. - \$110

- **Walnut Grove Elementary School**
 - Replaced fuse bar for heating system for multiple classrooms. - \$110
 - Replaced blown fuse for unit heater in room 2. - \$110

- **Transportation Dept.**
 - Unplugged line sewer for staff bathroom. - \$ 110

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: _____

From: Nancy Vielhauer, Asst. Superintendent of Educational Services Item Number: 9.5.2

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

SUBJECT:

Presentation of the Results for the California Assessment of Student Performance and Progress (CAASPP) for the 2021-22 School Year

BACKGROUND:

The California Assessment of Student Performance and Progress (CAASPP) System was established on January 1, 2014. The CAASPP System replaced the Standardized Testing and Reporting (STAR) Program, which became inoperative on July 1, 2013. The CAASPP tests include the Smarter Balanced Summative Assessments for ELA and mathematics and the California Alternative Assessments for special education students in ELA and mathematics, the California Science Test, and the California Spanish Assessment for Spanish language arts. A presentation reviewing the RDUSD data pre and post covid data, RDUSD county and state comparisons, and district initiatives to address test scores will be presented.

STATUS:

The CAASPP Results for the 2021-2022 school year have been received and the District has prepared a presentation for the Board of Trustees to receive the information.

PRESENTER:

Nancy Vielhauer, Assistant Superintendent of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

N/A

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

That the Board receives the information as presented.

Time allocated: 5-10 minutes

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: X

From: Tammy Busch, Asst. Supt. Business

Item Number: 9.8

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

SUBJECT:

Public Hearing to "Sunshine" the River Delta Unified School District's (RDUSD) Negotiation Proposals to the River Delta Unified Teachers Association (RDUTA) for 2023-2024

BACKGROUND:

Under the California Educational Employment Relations Act (EERA) the District must participate in "Good Faith" bargaining with the employees' unions.

STATUS:

The River Delta Unified School District intends to negotiate with River Delta Unified Teachers Association (RDUTA) the following articles for the 2023-2024 school year:

Standing Articles:

Article 16: Salary

Article 17: Employee Benefits

Articles:

Article 7: Hours

Article 13: Leaves

PRESENTER:

Tammy Busch, Asst. Supt. Business

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board holds the Public Hearing to "Sunshine" the River Delta Unified School District's Negotiation proposals to the River Delta Unified Teachers Association (RDUTA) for 2023-2024

Time allocated: 5 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

NOTICE OF PUBLIC HEARING

A public hearing will be held by the River Delta Unified School District to receive public testimony and input from members of the community on the River Delta Unified School District's Initial Openers for Contract Negotiations with River Delta Unified Teachers Association for FY2023-2024. The public hearing will enable the Board of Trustees to approve the RDUSD's initial reopeners and receive public input and testimony but **not to provide a forum for public debate**. The public hearing is scheduled as follows:

<u>DATE:</u>	<u>TIME:</u>	<u>LOCATION:</u>
February 21, 2023	After 6:30 p.m.	Isleton Elementary School Isleton, California

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

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

PLEASE POST

Creating Excellence To Ensure That All Students Learn

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



DISTRITO ESCOLAR UNIFICADO RIVER DELTA

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

AVISO DE AUDIENCIA PÚBLICA

El Distrito Escolar Unificado de River Delta llevará a cabo una audiencia pública para recibir el testimonio público y los aportes de los miembros de la comunidad sobre los Inauguradores iniciales del Distrito Escolar Unificado de River Delta para las negociaciones de contratos con la Asociación de Maestros Unificados de River Delta para el AF 2023-2024. La audiencia pública permitirá que la Junta Directiva apruebe las reaperturas iniciales del RDUSD y reciba aportes y testimonios públicos, pero **no proporcionará un foro para el debate público**. La audiencia pública está programada de la siguiente manera:

FECHA:
21 de febrero de 2023

HORA:
Después de las 6:30 p.m.

UBICACIÓN:
Escuela Primaria Isleton
Isleton, California

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

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

POR FAVOR PUBLICAR

Bates School
Clarksburg Middle

Isleton School
Riverview Middle

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

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

Wind River School
Mokelumne High School



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

Date: February 21, 2023

To: Board of Trustees

From: Tammy Busch, Asst. Supt. of Business Services

Subject: Negotiation Proposals with RDUTA for the 2023-24 school year.

The River Delta Unified School District intends to negotiate with River Delta Unified Teachers Association (RDUTA) for the following articles for the 2023-24 school year:

Article 7: Hours
Article 13: Leaves
Article 16: Salary
Article 17: Employee Benefits

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

Sincerely,

Tammy Busch
Assistant Superintendent of Business Services

Creating Excellence To Ensure That All Students Learn

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

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: X

From: Chris Smith, RDUTA President

Item Number: 9.9

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

SUBJECT:

Public Hearing to "Sunshine" the River Delta Unified School Teacher's Association Negotiation Proposals to the River Delta Unified School District for 2023-2024

BACKGROUND:

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

STATUS:

The River Delta Unified Teachers Association (RDUTA) plan on negotiating the following articles for the 2021-2022 school year:

Standing Articles:

Article 16: Salary

Article 17: Employee Benefits

Opening Articles:

Article 15: Grievance Procedures

Article 18: Retirement

PRESENTER:

Chris Smith, RDUTA President and Tammy Busch, Asst. Supt. of Business

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board holds the Public Hearing to "Sunshine" the River Delta Unified School Teachers Association Negotiation proposals to the District for 2023-2024.

Time allocated: 5 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

NOTICE OF PUBLIC HEARING

A public hearing will be held by the River Delta Unified School District to receive public testimony and input from members of the community on the River Delta Unified Teachers Association Initial Openers for Contract Negotiations with River Delta Unified School District for FY 2023-2024. The public hearing will enable the Board of Trustees to Acknowledge the RDUTA's initial reopeners and receive public input and testimony but **not to provide a forum for public debate**. The public hearing is scheduled as follows:

DATE:
February 21, 2023

TIME:
After 6:30 p.m.

LOCATION:
Isleton Elementary School
Isleton, California

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

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

PLEASE POST

Bates School
Clarksburg Middle

Isleton School
Riverview Middle

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

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

Wind River School
Mokelumne High School



DISTRITO ESCOLAR UNIFICADO RIVER DELTA

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

AVISO DE AUDIENCIA PÚBLICA

El Distrito Escolar Unificado de River Delta llevará a cabo una audiencia pública para recibir testimonios públicos y aportes de los miembros de la comunidad sobre las Aperturas Iniciales de la Asociación de Maestros Unificados de River Delta para las Negociaciones de Contrato con el Distrito Escolar Unificado de River Delta para el AF 2023-2024. La audiencia pública permitirá a la Junta de Fideicomisarios Reconocer las reaperturas iniciales de RDUTA y recibir aportes y testimonios del público, pero no brindará un foro para el debate público. La audiencia pública está programada de la siguiente manera:

FECHA:
21 de febrero de 2023

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POR FAVOR PUBLICAR

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Mokolumne High School

River Delta Unified Teachers Association is the exclusive representative of certificated non-administrative staff in the River Delta Unified School District. The negotiated agreement between RDUTA and RDUSD expires on June 30, 2023. In accordance with the California Educational Employees Relations Act, the River Delta Unified Teachers Association is Sunshining the following items for successor agreement negotiations for the 2023-24 school year:

Article 15: Grievance procedure

- RDUTA's intent is to negotiate for Binding Arbitration so that contractual issues can be resolved by a neutral, 3rd party expert assigned by the State, with costs born equally by the union and district

Article 16: Salary, including related Appendixes

- RDUTA's intent is to negotiate a competitive compensation package for represented employees that recruits and retains high quality educators in the district and appropriately pays them for additional duties, as needed.

Article 17: Employee Benefits, including any related Appendixes

- RDUTA's intent is to negotiate a competitive benefits package for represented employees that recruits and retains high quality educators in the district and ensures that rising healthcare costs are not disproportionately borne by employees.

Article 18: Retirement, including any related Appendixes

- RDUTA's intent is to negotiate a retiree healthcare cost subsidy for post-65 year old retirees who have faithfully served the district for their career, to ensure that educators are able to afford rising healthcare costs once they are no longer able to work.

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

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 January 10, 2023.

BACKGROUND:

Attached are the Minutes from the Regular meeting of the Board of Trustees held on January 10, 2023.

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

January 10, 2023

1. **Call Open Session to Order** – Board President Lamera called the Open Session of the meeting of the Board of Trustees to order at 5:31 p.m. on January 10, 2023 at Rio Vista High School, Rio Vista, California.

2. **Roll Call of Members:**

Marcial Lamera, President
Jennifer Stone, Vice President
Randall Jelly, Clerk
Marilyn Riley, Member
Rafaela Casillas, Member (Absent)
Wanda Apel, Member
Dan Mahoney, Member

Also present: Katherine Wright, Superintendent

3. The District Will “Seat” returning Board member with the Oath of Allegiance: Jennifer Stone – Katherine Wright, Superintendent

Following the November 8, 2022 elections, the District Will “seat” the returning Board member with the Oath of Allegiance: Jennifer Stone. Member Stone was absent during the December meeting when the Oath of Office was conducted for the other returning members. The Board requested that Superintendent Wright conduct the Oath of Office swearing in Member Stone. Superintendent Wright asked for Member Stone to stand for the formal administration of the Oath of Office. The Oath of Office was conducted, and Member Stone pledged her allegiance.

4. **Review, Approve the Closed Session Agenda and Adjourn to Closed Session**

4.1 Board President Lamera announced items on the Closed Session Agenda

4.2 Public Comment on Closed Session Agenda Items. – None to report

4.3 Board President Lamera asked for a motion to approve the Closed Session agenda and Adjourn the meeting to **Closed Session @ 5:35 pm**

Member Stone moved to approve, Member Jelly seconded. Motion carried 6 (Ayes: Stone, Jelly, Riley, Apel, Mahoney, Lamera): 0 (Nays): 1 (Absent: Casillas)

5. **Open Session was reconvened at 6:40 pm**

5.1 Roll was retaken. Member Casillas was absent, all other members were present.

Also present: Katherine Wright, Superintendent; Tammy Busch, Assistant Superintendent of Business Services; Nancy Vielhauer, Assistant Superintendent of Educational Services, and Jennifer Gaston, Recorder.

5.2 Pledge of Allegiance was led by Board President Lamera

6. **Report of Action taken, if any, during the Closed Session** (Government Code Section 54957.1)

Board President Lamera reported that the Board received information; no action was taken during Closed Session.

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

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

Member Stone moved to approve, Member Jelly seconded. Motion carried 6 (Ayes: Stone, Jelly, Riley, Apel, Mahoney, Lamera): 0 (Nays): 1 (Absent: Casillas)

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

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

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

9.1.1 Board Members’ report(s) None to report

- 9.1.2 Superintendent Wright's report(s) Superintendent Wright greeted the Board and audience, expressing her hopes that everyone enjoyed time with loved ones and enjoyed well-deserved relaxation time during the Winter Break.

Superintendent Wright reported that after almost three years Covid finally made it way to her household. During the quarantine period a campus tour was scheduled for Delta High and Clarksburg Middle Schools to determine suggestions for the next round of Bond projects. She expressed her gratitude to Mrs. Vielhauer, as she was willing to be her designee for the tour. She felt it would be better to hold the tour for input and keep the progress moving forward by not rescheduling. However, due to unforeseen circumstances, the direction of the discussion drifted from the subject matter that it was intended for. Therefore, the tour will be rescheduled for input on Bond projects to be considered before bringing them forward to the Board for approval. Superintendent Wright thanked all who were present including Board President Lamera, Principal Cornelson, Mrs. Magana and Alicia Fernandez, one of our Bond Measure Oversight Committee Members.

Superintendent Wright mentioned that most recently the Admin. team and Cabinet members have been hyper-focused on monitoring the weather conditions and predictions to make sound decisions about the safety of our staff and students. The decision was made to close schools districtwide for the past two days. She noted that many superintendents made the same decision to close their schools as well. Superintendent Wright announced that our schools would reopen tomorrow, Wednesday, January 11th. However, monitoring of the sites would continue for weather related issues.

Superintendent Wright reported that the Sacramento County Office of Education sent information regarding documentation needed for weather related issues and repairs that may be eligible for reimbursement.

Superintendent Wright announced that Mr. Gaston and his crew have been the true heroes through all of this. They have been working very hard trying to get as much of the debris cleaned up and repairs done before reopening the schools tomorrow. She stated that, as a disclaimer, many repairs must be done after the rains have stopped and have had time to dry out. They continue to clean out drains and gutters through the storm to make sure the water can run off properly. She thanked Mr. Gaston and his crew for working so hard in the wet and cold weather, mentioning that they have been arriving early for work to start the cleanup the down trees that are on several campuses. She also thanked all the others who have been working in preparing the reopening of schools. Superintendent Wright noted that we appreciate all of the patience, support and understanding through these challenging times.

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, Asst. Superintendent of Business Services; Ken Gaston, Director of MOT

- 9.2.1 ADA/Enrollment Report – Tammy Busch, Asst. Superintendent of Business Services reported that the districtwide enrollment has seen a decrease of 44 students compared to the same month in the 2021-2022 school year. However, the District has seen an increase of 9 students compared to last month. The districtwide ADA has decreased by 18 compared to last month, which is normal during the Winter Season.
- 9.2.2 Monthly Financial Report – Tammy Busch, Asst. Superintendent of Business Services described portions the report submitted.
- 9.2.3 Timeline for Preparation of the 2023-2024 District Budget and Local Control Accountability Plan (LCAP) – Tammy Busch, Asst. Superintendent of Business Services reported that the Budget Calendar is the outline of the steps and timeline to be used in preparation of the next year's Budget and LCAP which will be presented and adopted during the June Board Meetings. Superintendent mentioned that the District will be holding Stakeholder

Zoom meetings in February and March to receive input and feedback on the Goals and Actions within the LCAP.

- 9.3 Maintenance, Operations & Transportation Update, Ken Gaston, Director of MOT, reported that his team has been clearing out drains, downspouts gutters to enable the rainwater to run off way from the buildings to limit the amount of damage from the storms. He mentioned that they lost a large tree in Courtland and another one in front of Clarksburg Middle School that will need to be completely removed. Most of the debris has been cleaned up and the trunks and limbs have been staged and ready to be chipped when the weather improves. He reported that the Transportation Department has 4-5 potential bus driving candidates still moving through different stages of the process.
- 9.4 Education Services' Reports and/or Presentation(s) - Nancy Vielhauer, Asst. Superintendent of Educational Services, and Tracy Barbieri, Director of Special Education
 - 9.4.1 Educational Services Update – Nancy Vielhauer, Asst. Superintendent of Educational Services, welcomed all to 2023 hoping that it will be an amazing year. Ms. Vielhauer reported that her department is collaborating with members of Cabinet, working on the LCAP planning sessions, dates and communications to be sent out to stakeholders. They are also working on the scope and sequence of work with the EL Group to improve the EL outcomes and how it will interface with the administration and teachers.

Ms. Vielhauer stated that supplies were purchased and given out to homeless and foster students who were facing challenges over the Winter Break.

She mentioned that on or after January 17th the District will be conducting the California Healthy Kids Surveys. Communications has been sent out to the parents this week. Ms. Vielhauer mention that, when the results have been received, the information will be used to in parts of the LCAP.
 - 9.4.2 Williams' Settlement Public Notification regarding sufficiency of teachers, facilities, and textbook and instructional materials – Second Quarter (October – December 2022) – Nancy Vielhauer, Asst. Superintendent of Educational Services, reported that providing this notification fulfills a requirement of the Williams Act and that the District received no Williams Act complaints during this quarter.
 - 9.4.3 Sacramento County Office of Education (SCOE) First Quarterly Williams Review Report for Fiscal Year 2022-2023 – Nancy Vielhauer, Asst. Superintendent of Educational Services, reported that the Sacramento County Office of Education staff visited Riverview Middle School during the first quarter of Fiscal Year 2022-2023 and found that Riverview Middle School had sufficient instructional materials and was in exemplary condition. No SARC or teacher vacancy and misassignment reviews were conducted. There were no complaints filed in the District under the Uniform Complaint Procedure during the first quarter.
 - 9.4.4 Special Education Update – Tracy Barbieri, Director of Special Education, greeted the Board and introduced herself. She provided information on the Alternative Pathways to Diploma for Students with Disabilities, explaining that currently, students with significant cognitive disabilities earn a “Certificate of Completion” after completing four years of high school. After Senate Bill 74, a workgroup, authorized by the CA Budget Act of 2020, met to make recommendations pertaining to the examination of existing and potential additional pathways to a high school diploma for students with disabilities. In section 5122.31 – Exemption of individuals with exceptional needs for graduation: “a local educational agency shall exempt an individual with exceptional needs who satisfies the eligibility criteria described in subdivision (b) from all coursework and other requirements adopted by the governing board or governing body of the local educational agency that are additional to the statewide coursework requirements specified in Section 5122.5.3 and shall award the pupil a diploma of graduation from high school”.
- 9.5 River Delta Unified Teacher's Association (RDUTA) Update – Chris Smith, RDUTA President – No update given

- 9.6 California State Employees Association (CSEA) Chapter #319 Update – David Groves, CSEA President – Mr. Groves expressed his passion for the District and gratitude to Mr. Gaston the Director of MOT, Superintendent Wright and the Board of Trustees. No other update was given.

10. **Consent Calendar**

- 10.1 Approve Board Minutes
Regular Meeting of the Board, December 13, 2022
- 10.2 Receive and Approve Monthly Personnel Reports
As of January 10, 2023
- 10.3 District's Monthly Expenditure Report
December 2022
- 10.4 Request to Approve the California State Preschool Program (CSPP) Continued Funding Application for FY 2023-2024 – Tammy Busch, Asst. Superintendent of Business Services
- 10.5 Request to Approve the Walnut Grove Elementary School 6th Grade Students to Attend the Sly Park Science Camp, January 30-February 3, 2023 – Gabino Perez, Principal
- 10.6 Request to Approve the Overnight Travel for Melody Greco, Riverview's Leadership Teacher, to Attend the California Association of Directors of Activities (CADA) Annual State Convention in San Diego, CA on March 1-4, 2023 – Marcy Rossi, Principal
- 10.7 Donations to Receive and Acknowledge
Rio Vista High School – Interactive Technology Project
Rio Vista Rotary Club
Rio Vista Lions Club

President Lamera acknowledged the donations and thanked them for their continued support.

Member Apel moved to approve, Member Jelly seconded. Motion carried 6 (Ayes: Stone, Jelly, Riley, Apel, Mahoney, Lamera): 0 (Nays): 1 (Absent: Casillas)

Action Items -- Individual speakers who have submitted a Comment Card 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 including the Public Comments made previously in this meeting. The Board will follow the process for Public Comments listed above.

11. Request to Approve the Contract with HKIT Architects for Programming and Scope Development for Riverview Middle School - Building A; DH White Elementary School - Administrative Building; Isleton Elementary School - Administration Building and Rio Vista High School - Gymnasium & Locker Rooms Projects, Not to exceed \$100,000 – Measure J Bond Funds– Tammy Busch, Asst. Superintendent of Business Services
Member Riley moved to approve, Member Jelly seconded. Motion carried 6 (Ayes: Stone, Jelly, Riley, Apel, Mahoney, Lamera): 0 (Nays): 1 (Absent: Casillas)
12. Request to Approve the Capital Engineering Proposal for the Design of Delta High School's Gymnasium HVAC System Replacement – Not to exceed \$43,340 – Measure K Bond Funds - Tammy Busch, Asst. Superintendent of Business Services
Member Apel moved to approve, Member Mahoney seconded. Motion carried 6 (Ayes: Stone, Jelly, Riley, Apel, Mahoney, Lamera): 0 (Nays): 1 (Absent: Casillas)
13. Request to Approve the Scope of Work for C & M Backflow Testing and Repair, Inc. for a Cross Connect Control Survey at Clarksburg Middle School – Not to exceed \$25,000 – General Funds - Tammy Busch, Asst. Superintendent of Business Services
Member Riley moved to approve, Member Stone seconded. Motion carried 6 (Ayes: Stone, Jelly, Riley, Apel, Mahoney, Lamera): 0 (Nays): 1 (Absent: Casillas)
14. Request to Approve the Variable-Term Waiver as Authorized by the Commission on Teacher Credentialing for 2022-2023 School Year for Isaac Coleman, Maria Aguilar-Duran, Grace Roman Gonzalez and Ryan Golding – Katherine Wright, Superintendent
Member Mahoney moved to approve, Member Stone seconded. Motion carried 6 (Ayes: Stone, Jelly, Riley, Apel, Mahoney, Lamera): 0 (Nays): 1 (Absent: Casillas)
15. Request to Approve the Short-Term Staffing Permit as Authorized by the Commission on Teacher Credentialing for 2022-2023 School Year for Marisa Soto-Harrison – Katherine Wright, Superintendent

Member Jelly moved to approve, Member Riley seconded. Motion carried 6 (Ayes: Stone, Jelly, Riley, Apel, Mahoney, Lamera): 0 (Nays): 1 (Absent: Casillas)

16. Re-Adjourn to continue Closed Session, if needed – Board President Lamera reported that re-adjourning to Closed Session was not necessary.
17. Report of Action taken, if any, during continued Closed Session (Government Code Section 54957.1) – Board President Lamera reported Closed Session was not necessary – no actions to report.
18. Adjournment: There being no further business before the Board, Board President Lamera asked for a motion to adjourn.
Member Mahoney moved to approve, Member Riley seconded. Motion carried 6 (Ayes: Stone, Jelly, Riley, Apel, Mahoney, Lamera): 0 (Nays): 1 (Absent: Casillas)

The meeting was adjourned at 7:34 pm

Submitted:

Approved:

Katherine Wright, Superintendent and
Secretary to the Board of Trustees

By: Jennifer Gaston, Recorder
End

Randall Jelly, 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: February 21, 2023

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:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the Monthly Personnel Transaction Report as submitted

Time allocated: 2 minutes

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: X

From: Tammy Busch, Asst. Superintendent of Business Services 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, Asst. Superintendent of Business Services

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, Feb 06, 2023, 1:39 PM

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015023 49ER WATER SERVICES 245 NEW YORK RANCH ROAD #A JACKSON, CA 95642	2,005.00	INV#4620 NOV. LAB SRVCS. INV#4619 OCT. LAB SRVCS. INV#4618 SEPT. LAB SRVCS.	01/10/2023 01/10/2023 01/10/2023	23391496 PO-230095 23391496 PO-230095 23391496 PO-230095	500.00 500.00 1,005.00	N N N
(0) - 0						
013287 ACSA FOUNDATION FOR ED ADMIN 1575 BAYSHORE HIGHWAY BURLINGAME, CA 94010	188.72	OCT DUES	01/26/2023	23394558 PV-230565	188.72	N
						N
015430 AMAZON 2201 WESTLAKE AVE. #500 SEATTLE, WA 98121	5,680.06	1CDJ-LTYQ-4CQC AG MECH SUPPL. DHS AG WOODSHOP SUPPLIES DHS AG WOODSHOP SUPPLIES 13FK-KC6WKK9H CMS SPORT GOODS INV#14LP-3TCD-6FQ3 SCHOOL SUPP 1FCD-CCNM-K4RM MAINT. SUPPL. INV#1NTL-QVNK-KFD7 DHW SUPPL. 11FG-QL7P-K4H1 HOMELESS YOUTH INV#1V9T-L7NV-L6YF INV#14V9-V6VG-JTPI INV#1V9T-L7NV-L6YF INV#IW7H-YHLM-L6QM	01/03/2023 01/03/2023 01/03/2023 01/10/2023 01/10/2023 01/10/2023 01/12/2023 01/12/2023 01/12/2023 01/19/2023 01/19/2023 01/19/2023 01/19/2023	23389859 PO-230347 23389874 PV-230459 23389881 PV-230459 23391493 PO-230325 23391493 PO-230325 23391518 PV-230480 23391518 PV-230507 23392033 PO-230096 23392033 PO-230197 23392041 PV-230508 23393117 PV-230547 23393117 PV-230547 23393117 PV-230547 23393117 PV-230547	1,257.84 535.60 216.40 142.28 142.28 430.87 205.22 1,644.46 415.57 328.60 11.92 96.73 17.90 234.39	N N N N N N N N N N N N N N N
(0) - 0						N
015007 AMS.NET C/O FREMONT BANK PO BOX 4933 HAYWARD, CA 94540-4933	15,585.97	INV#61670 WG INV#61837 BATES INV#61671 BATES INV#61669 DHS INV#61672 MOKE INV#61668 DHW INV#61664 RMS INV#61665 DIST. OFFICE DHS WG RVHS RVHS DISTRICT OFFICE RVHS	01/10/2023 01/10/2023 01/10/2023 01/10/2023 01/10/2023 01/10/2023 01/10/2023 01/10/2023 01/19/2023 01/19/2023 01/19/2023 01/19/2023 01/19/2023 01/19/2023	23391497 PO-230336 23391497 PO-230336 23391497 PO-230336 23391497 PO-230336 23391497 PO-230336 23391497 PO-230336 23391497 PO-230336 23391497 PO-230336 23393095 PO-230336 23393095 PO-230336 23393095 PO-230336 23393095 PO-230336 23393095 PO-230336 23393095 PO-230336	1,307.88 40.00 2,054.98 2,594.66 1,490.31 1,490.31 365.03 871.92 50.00 30.00 1,466.69 140.00 20.00 2,292.17	N N N N N N N N N N N N N N
(0) - 0						N

DHW	01/19/2023	23393095	PO-230336	10.00	N
MOKE	01/19/2023	23393095	PO-230336	10.00	N
RMS	01/19/2023	23393095	PO-230336	20.00	N
RMS	01/19/2023	23393095	PO-230336	506.89	N
RVHS	01/19/2023	23393095	PO-230336	825.13	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014367 BANK OF AMERICA PO BOX 15796 WILMINGTON, DE 19886-5710	31,091.67	RVHS PRINTER INK	01/19/2023	23393145 PO-230397	1,712.70	N
		RVHS TECH SUPP	01/19/2023	23393145 PO-230401	7,798.83	N
		FRONTLINE TRAINING BUS. OFFICE	01/19/2023	23393145 PV-230543	2,085.00	N
		MYSTERY SCIENCE	01/19/2023	23393145 PV-230543	19,137.00	N
(0) - 0 N		RMS CONF REFUND	01/19/2023	23393145 PV-230543	99.00	N
		RVHS BEST BUY CREDIT	01/19/2023	23393145 PV-230543	237.86	N
		FRONTLINE TRAINING HR	01/19/2023	23393145 PV-230543	695.00	N
015688 BARBIERI, TRACY	101.88	DEC MILEAGE	01/19/2023	23393139 PV-230537	101.88	N
(0) - 0 N						
015146 BATTERIES PLUS BULBS 369 S LOWER SACRAMENTO RE #A LODI, CA 95242	952.62		01/03/2023	23389875 PV-230460	285.75	N
			01/03/2023	23389875 PV-230460	211.05	N
			01/03/2023	23389875 PV-230460	455.82	N
N						
012586 BAY ALARM 60 BERRY DRIVE PACHECO, CA 94553	3,244.32	1/01/23-2/01/23 MOKE/ RD COMMU	01/19/2023	23393118 PV-230548	332.19	N
		1/01/23-2/01/23 RVHS	01/19/2023	23393118 PV-230548	1,038.01	N
		1/01/23-2/01/23 ISLE	01/19/2023	23393118 PV-230548	196.19	N
		1/01/23-2/01/23 DHW	01/19/2023	23393118 PV-230548	484.96	N
N BALCO HOLDINGS		1/01/23-2/01/23 WG	01/19/2023	23393118 PV-230548	292.01	N
		1/01/23-2/01/23 BATES	01/19/2023	23393118 PV-230548	433.01	N
		1/01/23-2/01/23 DIST. OFFICE	01/19/2023	23393118 PV-230548	467.95	N
013642 BLACK POINT ENVIRONMENTAL INC 930 SHILOH RD BLDG 40F WINDSOR, CA 95492	35,614.15	PROF #146 MAGNOLIA	01/19/2023	23393119 PV-230544	35,614.15	N
N						
015095 BRIOSO, TRINIDAD	46.62	NOV. MILEAGE	01/10/2023	23391546 PV-230468	46.62	N
N						

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015204 BROOKCREST WATER COMPANY 1908 D ST SACRAMENTO, CA 95811-1123	154.70	WG ASP SRVCS. 1/1-1/31 MOKE SRVCS. 1/1-1/31 BATES SRVCS. 1/1-1/31	01/10/2023 01/10/2023 01/10/2023	23391499 PO-230049 23391499 PO-230049 23391499 PO-230049	51.85 20.00 82.85	N N N
N WATERCO OF CAL						
015701 BURCH, AMANDA	122.75	NOV. MILEAGE DEC. MILEAGE	01/10/2023 01/12/2023	23391547 PV-230469 23392052 PV-230517	53.75 69.00	N N
N						
015255 BUSLOOP 2401 E. ORANGEBURG AVE SUITE 675-225 MODESTO, CA 95355	1,750.00	INV#10212022B 10/21 FTBALL BUS	01/26/2023	23394559 PV-230573	1,750.00	N
N						
003681 CALIFORNIA AMERICAN WATER P.O. BOX 7150 PASADENA, CA 91109-7150 (888) 237-1333 510104148	1,745.13	ACC#9334092 NOV. ISLE. WTR. ACC#9402650 DEC. ISEL. WTR. ACC#9749496 DEC. ISLE. WTR.	01/10/2023 01/10/2023 01/10/2023	23391500 PO-230053 23391500 PO-230053 23391500 PO-230053	322.32 783.25 639.56	N N N
N						
012680 CALIFORNIA DEPARTMENT OF ACCOUNTING OFFICE 1430 N STREET SACRAMENTO, CA 95814 (0) - 0 680258051	50.00	INV#45 REGIST. FOR CATA INV#45 REGIST. FOR CATA	01/19/2023 01/19/2023	23393092 PO-230412 23393092 PO-230412	25.00 25.00	N N
N						
012268 CALIFORNIA WASTE RECOVERY SYSTEMS 175 ENTERPRISE CT STE #A GALT, CA 95632-9047 (209) 369-6887	1,306.29	ISLE WASTE	01/19/2023	23393122 PV-230545	1,306.29	N
N						

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014242 CAMACHO MECHANICAL 618 A AIRPORT RD RIO VISTA, CA 94571	6,842.76	INV#8683 HVAC SRVCS. INV#8683 SHIPPING RVHS 8675B MECH. SRVCS. RVHS 8675B MECH. SRVCS. RVHS INV#8696 MECH. SRVCS. RVHS INV#8696 MECH. SRVCS. PARTS SRVCS AND SHIPPING PARTS SRVCS	01/10/2023 01/10/2023 01/10/2023 01/10/2023 01/12/2023 01/12/2023 01/19/2023 01/19/2023 01/26/2023 01/26/2023	23391501 PO-230283 23391501 PO-230283 23391538 PV-230481 23391538 PV-230481 23392049 PV-230509 23392049 PV-230509 23393123 PV-230522 23393123 PV-230522 23394560 PV-230555 23394560 PV-230555	353.08 25.00 280.00 248.07 800.00 1,823.25 533.56 125.00 1,854.80 800.00	Y Y Y Y Y Y Y Y Y Y
015654 CAPITAL KIDS OCCUPATIONAL THERAPY INC. 5340 ELVAS AVENUE SUITE #300 SACRAMENTO, CA 95819	5,379.60	INV#CK2122440 OT SRVCS. INV#CK2122466 OT SRVCS.	01/10/2023 01/10/2023	23391502 PO-230254 23391502 PO-230254	2,079.60 3,300.00	N N
						N
003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251	2,094.51	INV#2685055-0543-1 WG INV#2685218-0543-5 MOKE INV#2685219-0543-3 BTS. TRANS INV#2685205-0543-2 BATES	01/10/2023 01/10/2023 01/10/2023 01/10/2023	23391503 PO-230055 23391503 PO-230055 23391503 PO-230055 23391503 PO-230055	1,157.72 84.70 141.20 710.89	N N N N
(0) - 0						N
015732 CERVANTES, CLAUDIA	232.50	DEC. MILEAGE	01/10/2023	23391548 PV-230470	232.50	N
(0) - 0						N
015411 CHAVEZ, GABY	186.94	12/18 SAFETY MTNG. SUPPL.	01/10/2023 01/10/2023 01/10/2023	23391549 PV-230471 23391559 PV-230506 23391560 PV-230506	131.14 27.90 27.90	N N N
(0) - 0						N
000201 CITY OF ISLETON P.O. BOX 716	411.05	INV#93460 ISLE. SEWER	01/10/2023	23391504 PO-230015	411.05	N

101 SECOND STREET
ISLETON, CA 95641

N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000077 CITY OF RIO VISTA 1 MAIN STREET RIO VISTA, CA 94571	11,060.56	RVHS SEWER	01/19/2023	23393096 PO-230014	1,734.24	N
		DHW SEWER	01/19/2023	23393096 PO-230014	3,821.72	N
		RMS SEWER	01/19/2023	23393096 PO-230014	1.65	N
		DISTRICT OFFICE SEWER	01/19/2023	23393096 PO-230014	27.52	N
(0) - 0 N RIO VISTA FIRE		DHW WATER	01/19/2023	23393096 PO-230014	1,532.60	N
		DISTRICT OFFICE WATER	01/19/2023	23393096 PO-230014	172.70	N
		RMS WATER	01/19/2023	23393096 PO-230014	932.06	N
		RVHS WATER	01/19/2023	23393096 PO-230014	2,838.07	N
015265 CLARK PEST CONTROL OF STOCKTON PO BOX 1480 LODI, CA 952411480	615.00	WG PEST AWAY SRVCS.	01/10/2023	23391539 PV-230482	125.00	N
		PEST AWAT SRVC	01/12/2023	23392050 PV-230510	240.00	N
			01/19/2023	23393124 PV-230523	250.00	N
						N
015742 CODESP 20422 BEACH BLVD. SUITE 400 HUNTINGTON BEACH, CA 92648	1,099.98	YRLY MEMBER FEES INV 5652	01/19/2023	23393097 PO-230424	1,099.98	N
						N
013922 COMPREHENSIV DRUG TESTING 230 COMMERCE, SUITE 100 IRVINE, CA 92602	744.00	INV#51892	01/19/2023	23393125 PV-230546	198.00	N
		INV#51767	01/19/2023	23393125 PV-230546	66.00	N
		INV#51624	01/19/2023	23393125 PV-230546	177.00	N
		INV#51148	01/19/2023	23393125 PV-230546	136.00	N
		INV#51280	01/19/2023	23393125 PV-230546	167.00	N
						N
013972 CONTRA COSTA RADIATOR INC 160 RIVER ROAD BLDG C UNIT 2 RIO VISTA, CA 94571	243.00	INV 16675 ANNUAL SMOG	01/19/2023	23393098 PO-230402	60.75	N
		INV 16719 ANNUAL SMOG	01/19/2023	23393098 PO-230402	60.75	N
		INV 16688 ANNUAL SMOG	01/19/2023	23393098 PO-230402	60.75	N
		INV 16677 ANNUAL SMOG	01/19/2023	23393098 PO-230402	60.75	N
						N
014827 COOPER, SHANE	560.38	GAS FOR SCHOOL VANS	01/19/2023	23393140 PV-230539	560.38	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015726 CORNELSON, ROYCE	555.00	NOV./ DEC. MILEAGE	01/10/2023	23391550 PV-230505	555.00	N
(0) - 0						N
010834 COUNTY OF SACRAMENTO VOTER REGISTRATION & ELECTIONS 7000 65TH STREET SUITE A SACRAMENTO, CA 95823	8,528.19	NOV. 22 GEN. ELECTION 23-016	01/10/2023	23391519 PV-230484	8,528.19	N
() -						N
014569 CPI 10850 W. PARK PLACE SUITE 250 MILWAUKEE, WI 53224	2,405.24	CUS0321026 CPI COURSE & WB	01/19/2023	23393099 PO-230408	2,405.24	N
						N
014601 CSNO 3511 DEL PASO RD. #160 PMB 230 SACRAMENTO, CA 95835	545.00	102022-2262 CSNO CONF. REG.	01/10/2023	23391520 PV-230485	545.00	N
						N
015226 CULLIGAN OF NAPA VALLEY 1429 ILLINOIS STREET ST# 1 FAIRFILED, CA 94533	110.90	INV#0480795 1/1-1/31 SRVCS. INV#0478781 DRINKING WTR. RVHS DRINKING WTR. INV# 0481462	01/10/2023 01/10/2023 01/10/2023 01/26/2023	23391505 PO-230036 23391505 PO-230036 23391505 PO-230036 23394562 PV-230552	12.50 35.60 35.40 27.40	N N N N
						N
013476 CURRICULUM ASSOCIATES PO BOX 936600 ATLANTA, GA 31193-6600	1,283.30	90715152 BRIGANCE TEST KITS 90715152 SHIPPING	01/03/2023 01/03/2023	23389860 PO-230332 23389860 PO-230332	1,167.00 116.30	Y Y
						Y
013876 DATAPATH	17,437.60	INV#160006 MNTHLY CHRGS	01/19/2023	23393100 PO-230017	450.00	N

PO BOX 94046
SEATTLE, WA 98124-9446

N

INV#160005 MNTHLY IT SRVCS	01/19/2023	23393100	PO-230067	10,673.96	N
INV#160005 MNTHLY IT SRVCS	01/19/2023	23393112	PO-230067	627.88	N
INV#160005 MNTHLY IT SRVCS	01/19/2023	23393113	PO-230067	1,246.16	N
INV# 160006 MICROSOFT 365	01/19/2023	23393126	PV-230524	2,624.50	N
INV# 157934 MICROSOFT 365	01/26/2023	23394536	PO-230145	848.07	N
INV#159424 LAPTOP FOR PSYCH	01/26/2023	23394536	PO-230331	967.03	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013722 DE LAGE LANDEN PUBLIC FINANCE 1111 OLD EAGLE SCHOOL ROAD WAYNE, PA 19087	2,468.27		01/10/2023	23391521 PV-230486	794.67	N
			01/10/2023	23391521 PV-230486	978.26	N
			01/10/2023	23391521 PV-230486	167.01	N
			01/10/2023	23391521 PV-230486	80.82	N
			01/10/2023	23391521 PV-230486	447.51	N
015164 DELAROSA, SUSAN	184.24	MAP CELEBRATION SUPPL	01/26/2023	23394578 PV-230571	184.24	N
						N
002819 DELTA CARE DEPT #0170 LOS ANGELES, CA 90084-0170	75.50	SUMMER HEALTHS PREM	01/26/2023	23394563 PV-230564	75.50	N
(0) - 0						N
012807 DELTA ELEMENTARY CHARTER SCHOOL 36230 N SCHOOL ST CLARKSBURG, CA 95612	161,547.00	JAN TAX IN LIEU	01/19/2023	23393127 PV-230525	161,547.00	N
						N
000188 DOLK TRACTOR COMPANY 242 N. FRONT STREET RIO VISTA, CA 94571	24,551.38	MACHINERY FOR MAINT. PROJ.	01/12/2023	23392042 PV-230519	24,551.38	N
(0) - 0						N
010469 E.F. KLUDT & SONS INC P.O. BOX 166 LODI, CA 95241-0166	5,002.03	INV#299640 FUEL FOR TRANS	01/12/2023	23392034 PO-230103	1,803.04	N
		INV#299166 FUEL FOR TRANS	01/12/2023	23392034 PO-230103	2,583.64	N
		INV#299348 FUEL FOR TRANS	01/12/2023	23392034 PO-230103	615.35	N
(0) - 0						N
014564 EBEN BURGOON	669.20	ISLE COMIC BOOK WORKSHOP	01/26/2023	23394537 PO-230391	669.20	Y

1801 1ST AVE.
SACRAMENTO, CA 95818

(0) - 0 Y EBEN BURGOON

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015725 EBERHARD EQUIPMENT 2506 S. HARBOR BLVD SANTA ANA, CA 92704	810.75	INV#1249 MAINT SUPPL INV#1267 MAINT SUPPL	01/26/2023 01/26/2023	23394543 PO-230329 23394543 PO-230329	660.61 150.14	N N
						N
010042 EMIGH, JENNIFER	63.90	DECORATIONS FOR SITES	01/26/2023	23394579 PV-230574	63.90	N
(0) - 0						N
015670 ESPARZA, ANNA	150.30	12/6 COLLEGE NIGHT SUPPL.	01/10/2023	23391551 PV-230472	150.30	N
						N
013913 FLORAL FRESH 1127 FEE DRIVE SACRAMENTO, CA 95815	448.87	INV#1304569 DHS AG SUPPL. INV#1304569 DHS AG SUPPL.	01/10/2023 01/10/2023	23391506 PO-230243 23391506 PO-230243	224.43 224.44	N N
						N
013912 FLORAL RESOURCES SACRAMENTO 1127 FEE DRIVE SACRAMENTO, CA 95815	231.64	INV#1304557 DHS AG SUPPL. INV#1304557 DHS AG SUPPL.	01/10/2023 01/10/2023	23391507 PO-230242 23391507 PO-230242	115.82 115.82	7 7
						Y
011339 FRONTIER COMMUNICATIONS CORPORATION THREE HIGH RIDGE PARK STAMFORD, CT 06905	9,450.90	12/30-1/29 SRVCS. 102021-8 RADIO RIO DIST OFFICE RMS ISLE	01/10/2023 01/10/2023 01/26/2023 01/26/2023 01/26/2023	23391508 PO-230016 23391522 PV-230487 23394564 PV-230558 23394564 PV-230558 23394564 PV-230558	8,939.98 74.63 178.78 151.76 105.75	N N N N N
0						N
015740 GARCIA, LIZET FLORES	8.25	DEC. MILEAGE	01/10/2023	23391552 PV-230473	8.25	N

N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014828 GASTON, KEN	207.00	NAT. HARDWARE CONF. PER DIEM	01/10/2023	23391523 PV-230488	207.00	N
(0) - 0						N
015671 GEOLINKS	69.70	BD0123469 FIBER	01/10/2023	23391524 PV-230489	697.00	N
CALIFORNIA INTERNET		BD0123469 FIBER	01/10/2023	23391524 PV-230489	627.30	N
251 CAMARILLO RANCH RD						
CAMARILLO, CA 93012						
(0) - 0						N
003354 GOPHER SPORT	9,641.81	INV# IN239917 ASP SUPPL	01/26/2023	23394538 PO-230383	9,641.81	N
2525 LEMOND ST SW						
OWATONNA, MN 55060-0998						
						N
015699 GORBENKO, VADIM	156.81	DEC. MILEAGE	01/10/2023	23391553 PV-230474	156.81	N
(0) - 0						N
003111 GOVERNMENT FINANCIAL	13,673.99	PROF. SRVCS.	01/10/2023	23391525 PV-230490	1,625.00	N
STRATEGIES INC.			01/12/2023	23392043 PV-230511	10,158.99	N
1228 N STREET, SUITE 13			01/12/2023	23392043 PV-230511	490.00	N
SACRAMENTO, CA 95814-5609			01/12/2023	23392043 PV-230511	70.00	N
			01/12/2023	23392043 PV-230511	1,330.00	N
						N
015739 GROFF, EMMA	74.13		01/10/2023	23391554 PV-230475	47.51	N
			01/10/2023	23391554 PV-230475	26.62	N
						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000711 GROW WEST PARTS 14301 RAILROAD AVE WALNUT GROVE, CA 95690-	87.81	198185 MAINT SUPPLIES	01/03/2023	23389863 PO-230174	22.53	N
		113022 SVC LATE CHR.G.	01/03/2023	23389863 PO-230174	1.32	N
		INV# 199490 MAINT SUPPL	01/26/2023	23394544 PO-230174	51.60	N
		INV# 199450 MAINT SUPPL	01/26/2023	23394544 PO-230174	12.36	N
N THE LYMAN GROU						
014072 H B & T ENVIORMENTAL 1828 TRIBUTE ROAD SUITE M SACRAMENTO, CA 95815	6,014.00	INV#22-5830 WG FIRE ALRM PROJ	01/19/2023	23393115 PO-230305	1,800.00	N
		INV#22-5829 WG WINDOW PROJ	01/19/2023	23393115 PO-230305	990.00	N
		INV#22-5833 CMS PROJ	01/19/2023	23393115 PO-230305	3,224.00	N
N						
014868 HALL, SARA PO BOX 9586 TRUCKEE, CA 96162	1,950.00	NOV 22 BCBA SERVICES	01/03/2023	23389864 PO-230370	1,950.00	Y
Y						
015210 HKIT 538 NINTH ST #240 OAKLAND, CA 94607	14,075.82	INV#3 PROF. DESIGN	01/12/2023	23392036 PO-230005	14,075.82	N
N						
013947 HOME DEPOT PRO PO BOX 742056 LOS ANGELES, CA 90074-2056	7,049.56	INV#720028299 MAINT. SUPPL.	01/12/2023	23392035 PO-230148	1,135.29	N
		INV#47061700 MAINT. SUPPL.	01/12/2023	23392035 PO-230148	22.35	N
		INV#720909944 MAINT. SUPPL.	01/12/2023	23392035 PO-230148	9.86	N
		INV#720167139 MAINT. SUPPL.	01/12/2023	23392035 PO-230148	13.72	N
N		INV#720410661 MAINT. SUPPL.	01/12/2023	23392035 PO-230148	211.36	N
		INV#720410646 MAINT. SUPPL.	01/12/2023	23392035 PO-230148	76.73	N
		INV#720410695 MAINT. SUPPL.	01/12/2023	23392035 PO-230148	170.41	N
		INV#720410687 MAINT. SUPPL.	01/12/2023	23392035 PO-230148	25.73	N
		INV#721145597 MAINT. SUPPL.	01/12/2023	23392035 PO-230148	25.68	N
		INV 722706496 MAINT SUPPL	01/19/2023	23393101 PO-230148	14.71	N
		INV 720662287 MAINT SUPPL	01/19/2023	23393101 PO-230148	69.78	N
		INV 720662303 MAINT SUPPL	01/19/2023	23393101 PO-230148	82.24	N
		INV 720662295 MAINT SUPPL	01/19/2023	23393101 PO-230148	80.86	N
		INV 720410612 MAINT SUPPL	01/19/2023	23393101 PO-230148	17.81	N
		INV 723225835 MAINT SUPPL	01/19/2023	23393101 PO-230148	422.75	N

INV 720410653	CREDIT	01/19/2023	23393101	PO-230148	50.24-	N
INV 720410620	MAINT SUPPL	01/19/2023	23393101	PO-230148	5.94	N
INV 720410679	MAINT SUPPL	01/19/2023	23393101	PO-230148	2,033.14	N
INV 720489129	MAINT SUPPL	01/19/2023	23393101	PO-230148	53.06	N
INV 720489137	MAINT SUPPL	01/19/2023	23393101	PO-230148	254.81	N
INV 720410638	MAINT SUPPL	01/19/2023	23393101	PO-230148	3.55	N
INV 720489111	MAINT SUPPL	01/19/2023	23393101	PO-230148	31.42	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
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013947 HOME DEPOT PRO (Continued...)		INV# 723673471 MAINT SUPPL.	01/26/2023	23394539 PO-230148	297.55	N
		INV# 725482558 MAINT SUPPL	01/26/2023	23394545 PO-230148	768.65	N
		INV#725161830 MAINT SUPPL	01/26/2023	23394545 PO-230148	107.48	N
		INV# 725161853 MAINT SUPPL	01/26/2023	23394545 PO-230148	24.62	N
		INV# 725161848 MAINT SUPPL	01/26/2023	23394545 PO-230148	207.50	N
		INV# 725161871 MAINT SUPPL	01/26/2023	23394545 PO-230148	18.03	N
		INV# 725246565 MAINT SUPPL	01/26/2023	23394545 PO-230148	207.54	N
		INV#725161863 MAINT SUPPL	01/26/2023	23394545 PO-230148	250.19	N
		INV# 725405289 MAINT SUPPL	01/26/2023	23394545 PO-230148	115.61	N
		INV# 725246573 MAINT SUPPL	01/26/2023	23394545 PO-230148	419.06	N
		INV# 725246573 MAINT SUPPL	01/26/2023	23394545 PO-230148	422.75	N
<hr/>						
013807 HUBERT COMPANY LLC	1,806.69		01/10/2023	23391526 PV-230492	1,769.11	N
9555 DRY FORK ROAD			01/10/2023	23391540 PV-230492	37.58	N
HARRISON, OH 45030						
						N
<hr/>						
014548 HUNTER, RENEE	70.13	DEC MILEAGE	01/19/2023	23393141 PV-230540	70.13	N
(0) - 0						N
<hr/>						
014955 JOHNSON CONTRLS	2,662.07	INV#89374698 DHW	01/12/2023	23392044 PV-230512	2,229.48	N
DEPT. CH 10320		INV#89374698 DHW	01/12/2023	23392044 PV-230512	432.59	N
PALATINE, IL 60055-0320						
(0) - 0						N
<hr/>						
010859 JONES SCHOOL SUPPLY CO INC	215.40	1919310 AWARD NEDALS	01/03/2023	23389861 PO-230379	215.40	N
PO BOX 7008						
COLUMBIA, SC 29201						
						N
<hr/>						
014869 JOSEPHS LAWNMOWER	2,597.04	339459 SM. EQUIP. LABOR	01/03/2023	23389865 PO-230111	190.00	N
1551 OAK PARK BLVD		339459MAINT SUPPLIES	01/03/2023	23389865 PO-230111	56.12	N
PLEASANT HILL, CA 94523		INV #345582 SUPPL AND PARTS	01/19/2023	23393128 PV-230526	900.21	N

INV #345582 SUPPL AND PARTS 01/19/2023 23393128 PV-230526 1,450.71 N

N



INV#92217528	9/11	RVHS CUL.ART	01/10/2023	23391509	PO-230291	95.67	N
INV#92215788	9/6	RVHS CUL.ART	01/10/2023	23391509	PO-230291	208.65	N
INV 92214083		NEW TCHER LUNCH	01/19/2023	23393093	PO-230042	97.00	N
INV 92262106		RVHS SUPPL	01/19/2023	23393103	PO-230042	234.63	N
INV 92233832		RVHS SUPPL	01/19/2023	23393103	PO-230042	106.96	N
INV 92226975		MAP TESTING	01/19/2023	23393103	PO-230042	23.94	N
INV 92253511		MAP TESTING	01/19/2023	23393103	PO-230042	51.90	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000548 LIRAS SUPERMARK (Continued...)		INV 92224687 COFFEE W STAFF	01/19/2023	23393103 PO-230042	68.82	N
		INV 92252093 RVHS SUPPL	01/19/2023	23393103 PO-230042	63.87	N
		INV 122232597 CUL ARTS	01/19/2023	23393103 PO-230291	11.61	N
		INV 122259374 CUL ARTS	01/19/2023	23393103 PO-230291	30.54	N
		INV 122240422 CUL ARTS	01/19/2023	23393103 PO-230291	19.44	N
		INV 122246713 CUL ARTS	01/19/2023	23393103 PO-230291	31.44	N
		INV 122220390 CUL ARTS	01/19/2023	23393103 PO-230291	96.42	N
		INV 122228365 CUL ARTS	01/19/2023	23393103 PO-230291	246.30	N
		INV#92254224	01/19/2023	23393103 PO-230291	9.84	N
		INV#112229177 11/15 RMS	01/26/2023	23394546 PO-230137	40.38	N
015183 LOPEZ, LUIS	90.30	NOV. MILEAGE	01/10/2023	23391555 PV-230477	90.30	N
(0) - 0						N
013206 LOWE'S	2,297.45	12/02/22 STATEMENT MOT	01/26/2023	23394547 PO-230109	1,976.08	N
8369 POWER INN ROAD		12/02/22 RVHS STATEMENT	01/26/2023	23394547 PO-230307	160.69	N
ELK GROVE, CA 95624-3464		12/02/22 RVHS STATEMENT	01/26/2023	23394547 PO-230307	160.68	N
						N
014665 LOY MATTISON ENTERPRISES	1,170.00	INV 110122123122 NOV-DEC SRVC	01/19/2023	23393104 PO-230061	1,170.00	Y
7038 ALMOND HILL COURT						
ORANGEVALE, CA 95662						
(0) - 0						Y
014819 MAVERICK NETWORKS INC.	1,320.00		01/10/2023	23391528 PV-230493	80.00	N
7060 KOLL CENTER PKWY#318			01/10/2023	23391528 PV-230493	280.00	N
PLEASANTON, CA 94566			01/10/2023	23391528 PV-230493	960.00	N
						N
015110 MAYNARD, NIKKA	53.25	NOV.DEC. MILEAGE	01/10/2023	23391558 PV-230478	53.25	N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014107 MCCARTY, MELADEE 9217 VERVAIN WAY SACRAMENTO, CA 95829-8733	1,150.00	12/2-12/14 CONSULTING SRVCS.	01/10/2023	23391494 PO-230255	1,150.00	Y
						Y
015173 MCCLATCHY COMPANY PO BOX 510150 LIVONIA, MI 48151	340.54	164337 WG FIRE ALRM BID NOTICE	01/10/2023	23391543 PV-230494	340.54	N
(0) - 0						N
015270 MEDIWASTE PO BOX 6579 CORONA, CA 92878	557.00	170918 BIOHAZARD WASTE SRVC. INV#173505 BIOHAZARD WST SRV	01/03/2023 01/26/2023	23389868 PO-230129 23394548 PO-230129	265.00 292.00	N N
						N
014990 MINDSPEAKER PRINTING 6410 Mount Palomar Ave. LAS VEGAS, NV 84332	1,310.50	1507 Isle Award T-shirts	01/19/2023	23393094 PO-230380	1,310.50	N
						Y
012837 MOBILE MODULAR 5700 LAS POSITAS ROAD LIVERMORE, CA 94551	625.00	INV#2366119 RMS 12/23-1/21	01/12/2023	23392039 PO-230090	625.00	N
						N
014876 N2Y PO BOX 550 HURON, OH 44839	7,347.00	INV#1060496 UNIQUE CURIC.	01/10/2023	23391511 PO-230372	7,347.00	N
						N
015075 NO RED INK 118 2ND STREET	3,150.00	INV# 18983 RMS	01/26/2023	23394541 PO-230220	3,150.00	N

SAN FRANCISCO, CA 94105

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010203 NORTHBAY HEALTHCARE GROUP OCCUPATIONAL HEALTH DEPT. PO BOX 25389 PASADENA, CA 91185	145.00	INV# OH99798 DOT PHYS.	01/12/2023	23392046 PV-230514	145.00	N
						N
015696 NORTHERN CALIFORNIA PREPARATORY SCHOOL PO BOX 2761 ELK GROVE, CA 95759	1,682.50	INV#NCPS5108 DEC. NPS. DUES INV#NCPS5123 DEC. NPS. DUES	01/10/2023 01/10/2023	23391512 PO-230256 23391512 PO-230256	1,000.00 682.50	N N
(0) - 0						N
003218 ORIENTAL TRADING CO INC 4206 SOUTH 108TH STREET OMAHA, NE 68137	967.24	-02 ASP SUPPL -01 ASP SUPPL -10 ASP SUPPL	01/26/2023 01/26/2023 01/26/2023	23394549 PO-230201 23394549 PO-230201 23394549 PO-230201	86.98 815.04 65.22	N N N
						N
014465 PARKER & COVERT LAW OFFICE 17862 EAST SEVENTEENTH ST#204 EAST BUILDING TUSTIN, CA 92780	16,297.50	NOV. 22 PROF. LEGAL SRVCS. NOV. 22 PROF. LEGAL SRVCS. NOV. 22 PROF. LEGAL SRVCS. INV 75663 INV 75664 INV 75663	01/10/2023 01/10/2023 01/10/2023 01/26/2023 01/26/2023 01/26/2023	23391529 PV-230496 23391529 PV-230496 23391544 PV-230496 23394566 PV-230551 23394566 PV-230551 23394566 PV-230551	4,175.00 475.00 1,600.00 22.50 1,425.00 8,600.00	Y Y Y Y Y Y
						Y
013692 PATIN, ANGELA	60.00	ANNUAL CSNO MEMBERSHIP FEE	01/10/2023	23391556 PV-230479	60.00	N
						N
013895 PEARSON CLINICAL ASSESSMENT ORDERING PO BOX 599700 SAN ANTONIO, TX 78259	550.40	20116276 SCORING FOR PSYCHS 20116276 SCORING FOR PSYCHS 20116276 SCORING FOR PSYCHS INV#20494452 ASRS INV# 20494452 ASRS	01/03/2023 01/03/2023 01/03/2023 01/26/2023 01/26/2023	23389862 PO-230361 23389862 PO-230361 23389862 PO-230361 23394540 PO-230407 23394540 PO-230407	108.00 8.78 8.78 386.22 56.18	N N N N N
						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013086 PEARSON EDUCATION INC 501 BOLYSTON STREET SUITE 900 BOSTON, MA 02116	2,405.30	INV# 18337845 INV# 18383999 INV# 18319744	01/26/2023 01/26/2023 01/26/2023	23394576 PV-230575 23394576 PV-230575 23394576 PV-230575	108.33 59.70 2,237.27	N N N
N						
003270 PG&E 685 EMBARCADERO DRIVE SACRAMENTO, CA 95605	42,041.14	DIST WIDE ELEC. RADIO RIO MONTHLY GAS CHRGS.	01/10/2023 01/10/2023	23391513 PO-230037 23391530 PV-230497	42,013.83 27.31	N N
(0) - 0		N PACIFIC GAS AN				
013554 POINT QUEST EDUCATION 9355 E STOCKTON BLVD STE 225 ELK GROVE, CA 95624	14,092.50	INV#738704 DEC. NPS DUES INV#738688 DEC. NPS DUES INV#538567 DEC. NPS DUES INV #1844 PROF SRVCS	01/10/2023 01/10/2023 01/10/2023 01/26/2023	23391514 PO-230385 23391514 PO-230385 23391514 PO-230385 23394567 PV-230560	300.00 6,670.00 3,190.00 3,932.50	N N N N
N						
015121 PRESTON, JOHN	218.78	NAT. HARDWARE CONF. PER DIEM WATER BOTTLES	01/10/2023 01/26/2023	23391531 PV-230498 23394580 PV-230570	207.00 11.78	N N
N						
012857 PRISTINE REHAB CARE 706 N. DIAMOND BAR BLVD STE #B DIAMOND BAR, CA 91765	9,960.00	NOV.22 8168 SRVCS.	01/10/2023	23391532 PV-230499	9,960.00	7
Y						
014333 PROCARE THERAPY 10151 DEERWOOD PARK BLVD BLDG 200 SUITE 400 JACKSONVILLE, FL 32256	17,941.45	20545382 BCBA,RRA,SLP INV#20558118 BCBA,RRA,SLP INV#20558117 BCBA,RRA,SLP INV#20574596 BCBA,RRA,SLP	01/03/2023 01/10/2023 01/10/2023 01/26/2023	23389869 PO-230386 23391515 PO-230386 23391515 PO-230386 23394550 PO-230386	5,083.13 4,819.38 5,077.19 2,961.75	N N N N
N						

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012529 RGM KRAMER INC. 3230 MONUMENT WAY CONCORD, CA 94518	25,329.70	INV#8779 WG FIRE ALARM PROJ	01/12/2023	23392038 PO-220919	800.00	N
		INV#8798 CMS PROJ.	01/12/2023	23392038 PO-230002	9,466.90	N
		INV#8781 RVHS PROJ.	01/12/2023	23392037 PO-230004	6,212.50	N
		INV#8782 RMS	01/12/2023	23392037 PO-230006	843.75	N
(0) - 0 N		INV#8783 WG	01/12/2023	23392038 PO-230008	280.00	N
		INV#8784 DHW	01/12/2023	23392037 PO-230039	471.60	N
		INV#8799 MNGMNT PROGRAM	01/12/2023	23392037 PO-230081	5,077.94	N
		INV#8799 MNGMNT PROGRAM	01/12/2023	23392038 PO-230081	1,603.01	N
		INV#8785 ROOFING REPL. PROJ.	01/12/2023	23392037 PO-230084	447.56	N
		INV#8785 ROOFING REPL. PROJ.	01/12/2023	23392038 PO-230084	126.44	N
000193 RIO VISTA ACE HARDWARE 506 STATE HIGHWAY 12 RIO VISTA, CA 94571	254.40	11/4-11/29 MOT SUPPL	01/26/2023	23394551 PO-230146	254.40	N
						N
014859 RIO VISTA BAKERY & CAFE 150 MAIN STREET RIO VISTA, CA 94571	120.00	INV 9062 11TH GRADE REGIST.	01/19/2023	23393106 PO-230045	120.00	N
						N
011164 RIO VISTA MUFFLER HITCH & WELDING 1105-D AIRPORT ROAD RIO VISTA, CA 94571	1,932.22	35959	01/10/2023	23391533 PV-230500	1,692.22	7
		35959	01/10/2023	23391533 PV-230500	240.00	7
() Y						
010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607	4,842.95	2622 RVHS WASTE SERVICES	01/03/2023	23389867 PO-230056	552.20	N
		2590 RVHS DEBRIS CHR	01/03/2023	23389867 PO-230056	238.00	N
		INV#2152589 DHW WST SRVC.	01/10/2023	23391510 PO-230056	1,173.65	N
		RMS WST SRVC.	01/10/2023	23391510 PO-230056	644.28	N
(0) - 0 N		DIST. OFFICE WST SRVC.	01/10/2023	23391510 PO-230056	132.72	N
		DHW WST SRVCS	01/19/2023	23393105 PO-230056	2,102.10	N
010048 RIVER DELTA REVOLVING FUND 445 MONTEZUMA ST	500.00	GR, RG, MS, MA, IC	01/19/2023	23393129 PV-230527	500.00	N

RIO VISTA, CA 94571

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014982 RIVERA-GARCIA, MARIA	181.00	NOV. MILEAGE	01/10/2023	23391557 PV-230476	135.75	N
		DEC MILEAGE	01/19/2023	23393143 PV-230541	45.25	N
						N
012796 ROSSI, MARCY	42.04	AMAZON REIMB	01/26/2023	23394581 PV-230568	42.04	N
(0) - 0						N
012225 SACRAMENTO COUNTY	3,359.14		01/10/2023	23391534 PV-230483	446.86	N
COUNTY OF SACRAMENTO			01/10/2023	23391534 PV-230483	446.86	N
700 H STREET ROOM 1710			01/10/2023	23391534 PV-230483	446.86	N
SACRAMENTO, CA 95814			01/10/2023	23391534 PV-230483	446.86	N
			01/10/2023	23391534 PV-230483	466.51	N
			01/10/2023	23391542 PV-230483	568.19	N
			01/10/2023	23391545 PV-230483	537.00	N
000090 SACRAMENTO COUNTY UTILITIES	437.03	TRANS SEWER CHARGES	01/03/2023	23389878 PV-230465	132.37	N
9700 GOETHE ROAD			01/10/2023	23391535 PV-230501	130.70	N
SUITE C			01/10/2023	23391535 PV-230501	173.96	N
SACRAMENTO, CA 95827						
(0) - 0						N
013193 SCOE	50.00	SCHOOL BOARDS ASSOC.	01/19/2023	23393130 PV-230528	50.00	N
P.O. BOX 269003						
10474 MATHER BLVD						
SACRAMENTO, CA 95826						
(0) - 0						N
015741 SELFIE STUDIO TEA LOUNGE	600.00	INVO #2 STUDENT ATTENDANCE	01/19/2023	23393131 PV-230529	600.00	N
210 MAIN STREET						
SUITE A						
RIO VISTA, CA 94571						

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013891 SENTINEL FIRE EQUIPMENT CO INC 5702 BROADWAY SACRAMENTO, CA 95820	1,202.49	INV#29339 FIRE EQUIP SUPPL	01/26/2023	23394552 PO-230113	1,202.49	N
						N
015572 SERNA, CECILIA	270.00	DEC MILEAGE	01/26/2023	23394582 PV-230569	270.00	N
(0) - 0						N
015220 SERVANIA, ROLLY	39.37	DEC. MILEAGE	01/12/2023	23392053 PV-230518	39.37	N
						N
013480 SHELDON GAS COMPANY 450 CHADBOURNE ROAD SUITE C FAIRFIELD, CA 94534	6,587.27	10162226 WG PROPANE 10454434 BATES PROPANE	01/03/2023 01/03/2023 01/10/2023 01/10/2023 01/10/2023 01/10/2023 01/10/2023 01/10/2023 01/10/2023	23389879 PV-230464 23389879 PV-230466 23391536 PV-230503 23391536 PV-230503 23391536 PV-230503 23391536 PV-230503 23391536 PV-230503 23391536 PV-230503 23391536 PV-230503	972.08 1,482.55 2,007.21 1,046.64 106.68 687.63 71.12 106.68 106.68	N N N N N N N N N
						N
014524 SHRED IT PO BOX 101007 PASADENA, CA 91189-1007	167.07	INV 9999999999	01/26/2023	23394568 PV-230556	167.07	N
(0) - 0						N
000055 SIA DELTA DENTAL P.O. BOX 276710 SACRAMENTO, CA 95827-6710	4,235.59	JANUARY PREMIUMS JANUARY PREMIUMS JANUARY PREMIUMS	01/26/2023 01/26/2023 01/26/2023	23394569 PV-230567 23394569 PV-230567 23394569 PV-230567	2,530.03 1,602.66 102.90	N N N
(0) - 0						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000056 SIA VISION SERVICE P.O. BOX 276710 SACRAMENTO, CA 95827-6710	980.56	SUMMER HEALTH PREMIUMS SUMMER HEALTH PREMIUMS	01/26/2023 01/26/2023	23394570 PV-230566 23394570 PV-230566	547.96 432.60	N N
(0) - 0						N
012876 SIERRA BUILDING SYSTEMS INC PO BOX 541 MEADOW VISTA, CA 95722	900.00	CMS FIRE ALARM DHS MAIN SECURITY MONITOR DHS SCIENCE FIRE ALARM	01/19/2023 01/19/2023 01/19/2023	23393132 PV-230530 23393132 PV-230530 23393132 PV-230530	300.00 300.00 300.00	N N N
()						N
000095 SMUD P.O. BOX 15555 SACRAMENTO, CA 95852	13,924.72	DIST WIDE ELECT	01/19/2023	23393107 PO-230038	13,924.72	N
(0) - 0						N
012084 SODEXO INC & AFFILIATES PO BOX 360170 PITTSBURGH, PA 15251-6170	102,505.67	INV#1002183985 INV#1002183985 INV#1002183985 INV#1002183985 INV#1002183985 INV # 122014 NOV ASSIST, FUNDS INV# 122015 DAIRY RMS PANTHER OF THE MONTH CREDIT INV# 1002203460	01/12/2023 01/12/2023 01/12/2023 01/12/2023 01/12/2023 01/19/2023 01/26/2023 01/26/2023 01/26/2023 01/26/2023	23392047 PV-230515 23392047 PV-230515 23392051 PV-230515 23392051 PV-230515 23392051 PV-230515 23393133 PV-230532 23394571 PV-230553 23394571 PV-230553 23394577 PV-230553 23394577 PV-230553	174.41 40.91 2,111.80 43,358.18 9,710.28 6,900.64 4,076.00 26.70 1,446.49 41,776.84	N N N N N N N N N N
(0) - 0						N
013540 SOLIANT HEALTH PO BOX 934411 ATLANTA, GA 31193-4411	33,081.25	20544553 BCBA AND SLP SRVCS. INV#20555623 BCBA & SLP SRVCS. INV#20560982 BCBA& SLP SRVCS. INV 20568160 BCBA, SLP SRVCS INV#20574149 BCBA, SLP SRVCS INV#20574147 BCBA, SLP SRVCS	01/03/2023 01/10/2023 01/10/2023 01/19/2023 01/26/2023 01/26/2023	23389870 PO-230387 23391516 PO-230387 23391516 PO-230387 23393108 PO-230387 23394553 PO-230387 23394553 PO-230387	8,745.00 11,843.25 1,497.00 295.00 9,433.50 1,267.50	N N N N N N
()						N
013858 SPURR 1850 GATEWAY BOULEVARD CONCORD, CA 94520	5,813.66	INV# 127139 DIST WIDE GAS INV# 127139 CMS CAFE GAS	01/26/2023 01/26/2023	23394554 PO-230048 23394557 PO-230048	5,071.35 742.31	N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014069 STAPLES ADVANTAGE 500 STAPLES DRIVE FRAMINGHAM, MA 01702	3,773.27	INV#2523402760 CREDIT	01/10/2023	23391495 PO-230153	80.79	N
		INV#3525102793 COPY PAPER	01/10/2023	23391495 PO-230153	448.61	N
		INV 3515069326 PENCILS	01/19/2023	23393109 PO-230196	74.92	N
		INV# 3521535850 BATES ASP	01/26/2023	23394555 PO-230205	288.04	N
(0) - 0 N STAPLES CONTRA		3518720840 ISLE SUPPL	01/26/2023	23394555 PO-230216	329.61	N
		3525033725 ASP SUPPL	01/26/2023	23394555 PO-230284	8.50	N
		3524621876 ASP SUPPL	01/26/2023	23394555 PO-230284	115.99	N
		3524692412 ASP SUPPL	01/26/2023	23394555 PO-230284	831.01	N
		3525363889 ASP SUPPL	01/26/2023	23394555 PO-230284	1.38	N
		3525033726 ASP SUPPL	01/26/2023	23394555 PO-230284	20.58	N
		3525033724 ASP SUPPL	01/26/2023	23394555 PO-230284	184.17	N
		INV# 3522397412 DHW ASP SUPPL	01/26/2023	23394542 PO-230340	1,496.79	N
		INV#3528209677 TISSUE BOXES	01/26/2023	23394572 PV-230559	54.46	N
013400 STATE BOARD OF EQUALIZATION PO BOX 942879 SACRAMENTO, CA 94279-8044	64.00	OCT-DEC 2022	01/19/2023	23393120 PV-230521	64.00	N
(0) - 0 N						
013401 STATE BOARD OF EQUALIZATION FUEL TAXES DIVISION PO BOX 942879 SACRAMENTO, CA 94279-6155	23.00	FEUL TAX 10/01/22-12/31/22	01/19/2023	23393121 PV-230520	23.00	N
						N
015743 TEAMTAYLOR INC. CORPORATION TRUST CENTER 1209 ORANGE ST. WILMINGTON, DE 19801-1120	8,750.00	INV 57754 HR JOB POSTING SRVC	01/19/2023	23393134 PV-230533	8,750.00	N
(0) - 0 N						
011477 THE COLLEGE BOARD P.O. BOX 910506 DALLAS, TX 75391-0506	126.00	INV#382329785A PSAT TESTS	01/26/2023	23394573 PV-230557	126.00	N
						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014873 TPX COMMUNICATIONS PO BOX 509013 SAN DIEGO, CA 92150-9013	5,943.56	16433466 RVHS LONG DISTANCE	01/03/2023	23389871 PO-230057	1,117.08	N
		16433466 DO LONG DISTANCE	01/03/2023	23389871 PO-230057	452.04	N
		164334666 DHS LONG DISTANCE	01/03/2023	23389871 PO-230057	1,402.47	N
		INV 165453655-0 DIST. OFFICE	01/19/2023	23393110 PO-230057	452.28	N
		INV 165453655-0 DHS	01/19/2023	23393110 PO-230057	1,402.47	N
		INV 165453655-0 RVHS	01/19/2023	23393110 PO-230057	1,117.22	N
015151 TURF STAR PO BOX 748728 LOS ANGELES, CA 90074-8728	67.10	7259776 BUS GARAGE SUPPL..	01/12/2023	23392048 PV-230516	67.10	N
						N
012694 U.S. BANK 221 SOUTH FIGUEROA ST, STE 210 LM-CA-F2TC LOS ANGELES, CA 90012 (0) - 0	12,583.32	GASB 75 DEC	01/26/2023	23394575 PV-230563	12,583.32	N
						N
015275 U.S. BANK CORPORATE BUSINESS CARD P.O. BOX 6335 FARGO, ND 58125-6335 (800) 344-5696	2,684.07	TEAM BUILDING SUPPL	01/19/2023	23393136 PV-230535	26.63	N
		TEAM BUILDING SUPPL	01/19/2023	23393136 PV-230535	74.77	N
		BLUE PENS	01/19/2023	23393136 PV-230535	21.40	N
		RVHS CTE NIGHT	01/19/2023	23393136 PV-230535	296.00	N
		HOMELESS AND FOSTER GC	01/19/2023	23393136 PV-230535	660.00	N
		HOMELESS AND FOSTER GC	01/19/2023	23393136 PV-230535	990.00	N
		CERTIFIED MAIL RECORDS	01/19/2023	23393136 PV-230535	7.84	N
		DELAC MTNG FOOD	01/19/2023	23393136 PV-230535	60.63	N
		CPI TRAINING DINNER	01/19/2023	23393136 PV-230535	102.48	N
		CPI TRAINING DINNER	01/19/2023	23393136 PV-230535	92.64	N
		ISOPROPYL FOR CUTS	01/19/2023	23393136 PV-230535	52.13	N
		SWITCH COVERS	01/19/2023	23393136 PV-230535	77.57	N
		UNIQUE TRAINING LUNCH	01/19/2023	23393136 PV-230535	89.48	N
		UNIQUE TRAINING COFFEE	01/19/2023	23393136 PV-230535	23.75	N
		LDRSHIP MTNG LUNCH	01/19/2023	23393136 PV-230535	108.75	N
001896 UNITED PARCEL SERVICE INC 55 GLENLAKE PARKWAY NE ATLANTA, GA 30328	343.66		01/10/2023	23391537 PV-230504	62.76	N
			01/10/2023	23391537 PV-230504	48.42	N
			01/10/2023	23391537 PV-230504	30.00	N
			01/10/2023	23391537 PV-230504	70.52	N

(0) - 0 N

INV #870E30013

01/19/2023 23393135 PV-230534

42.59 N

INV#0000870E300 WKLY CHRGS

01/26/2023 23394574 PV-230562

89.37 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015268 VERA ZAZUETA, MITZI	21.25	DEC MILEAGE	01/26/2023	23394583 PV-230572	21.25	N
						N
013997 VERIZON WIRELESS ONE VERIZON PLACE ALPHARETTA, GA 30004 ()	1,976.23	11/14-12/13 DIST WIDE CELL 11/14-12/13 ASP CELL 11/14-12/13 HOTSPOTS 11/14-12/13 SPED CELL 11/14-12/13 MAINT CELL	01/03/2023 01/03/2023 01/03/2023 01/03/2023 01/03/2023	23389872 PO-230035 23389872 PO-230035 23389872 PO-230035 23389872 PO-230035 23389872 PO-230035	1,668.57 158.59 40.01 15.58 93.48	7 7 7 7 7
						Y
010906 WASTE MANAGEMENT OF WOODLAND P.O. BOX 78251 PHOENIX, AZ 85062-8251 (0) - 0 000000000	1,462.72	INV#0794502-2549-9 DHS WST INV 0792698-2549-7 DHS WST	01/10/2023 01/19/2023	23391517 PO-230054 23393111 PO-230054	1,058.17 404.55	N N
						N
012247 WELLS FARGO BANK WF 8113 P.O. BOX 1450 MINNEAPOLIS, MN 55485-8113 (0) - 0	450.00	INV 2162672 AGENT FEES	01/26/2023	23394561 PV-230550	450.00	N
						N
015228 WEST COAST BROADCAST SERV 2006 G STREET SACRAMENTO, CA 95811	40.00	INV#RVH011 RVHS RADIO SRVCS	01/26/2023	23394556 PO-230312	40.00	Y
						Y
000490 WILCO SUPPLY 1973 DAVID ST SAN LEANDRO, CA 94577	75.34	9996127-00 MAINT SUPPLIES	01/03/2023	23389873 PO-230359	75.34	N
						N
015018 WILLIAMS & ASSOCIATES	720.00	INV# 4807 WG PROJ	01/19/2023	23393138 PV-230549	720.00	Y

PO BOX 2125
PLACERVILLE, CA 95667

Y

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012528 WILLIAMS SCOTSMAN INC 901 SOUTH BOND ST. #600 BALTIMORE, MD 21231	5,172.64	INV#9016386831 RVHS	01/12/2023	23392040 PO-230088	1,288.33	N
		INV#9016386830 RMS	01/12/2023	23392040 PO-230088	1,307.65	N
		INV#9016386828 RMS	01/12/2023	23392040 PO-230088	1,288.33	N
		INV#9016386832 DHW	01/12/2023	23392040 PO-230088	1,288.33	N
						N
014450 WIZIX 4777 BENNETT DRIVE SUITE D LIVERMORE, CA 94551	3,873.87		01/03/2023	23389880 PV-230467	360.91	N
			01/03/2023	23389880 PV-230467	237.47	N
			01/03/2023	23389880 PV-230467	98.65	N
			01/03/2023	23389880 PV-230467	390.01	N
			01/03/2023	23389880 PV-230467	255.72	N
			01/03/2023	23389880 PV-230467	295.21	N
			01/03/2023	23389882 PV-230467	21.66	N
		INV#311517 DIST. OFFICE	01/19/2023	23393137 PV-230536	390.01	N
		INV#315103 DIST. OFFICE	01/19/2023	23393137 PV-230536	212.30	N
		INV#316028 RMS	01/19/2023	23393137 PV-230536	206.40	N
		INV# 311285 WG	01/19/2023	23393137 PV-230536	360.91	N
		INV#311286/300530 F5	01/19/2023	23393137 PV-230536	255.72	N
		INV#314748/311739 DHS	01/19/2023	23393137 PV-230536	551.70	N
		INV#314457 ISLE	01/19/2023	23393137 PV-230536	237.20	N
000585 WRIGHT, STEVE	438.75	OCT-DEC MILEAGE	01/19/2023	23393144 PV-230542	438.75	N
(0) - 0						N
District total:	829,668.36					
Report total:	829,668.36					

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: X

From: Victoria Turk, Principal

Item Number: 10.4

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

SUBJECT:

Request the Approval to Surplus Outdated Promethean Smart Boards from Rio Vista High School and Deem Their Value as Zero

BACKGROUND:

The listed Promethean Boards at Rio Vista High School are outdated. The software cannot be updated. This is a request for the approval to surplus the listed Promethean Boards and deem their value as zero.

STATUS:

Rio Vista High School is replacing these boards with Interactive Display Units.

PRESENTER:

Victoria Turk, Principal

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Unknown cost to surplus Promethean Smart Boards

RECOMMENDATION:

That the Board grants approval to surplus outdated Promethean Boards and deem their value as zero

Time allocated: 2 minutes

**River Delta Unified School District
Surplus Declaration**

School Site: RVHS

Board Meeting Date: 2/21/23

Asset Tag#	Make	Description	Serial #	Approx. Value
E110	Promethean	Smart Board		No Value
E111	Promethean	Smart Board		No Value
E105	Promethean	Smart Board		No Value
E109	Promethean	Smart Board		No Value
F111	Promethean	Smart Board		No Value
F203	Promethean	Smart Board		No Value
F211	Promethean	Smart Board		No Value
F210	Promethean	Smart Board		No Value
F213	Promethean	Smart Board		No Value

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: X

From: Nancy Vielhauer, Assistant Superintendent of Ed Services Item Number: 10.5

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

SUBJECT:

Request to Approve the Purchase of a 2020 Exiss Agriculture Livestock Trailer (20ft) or the Rio Vista High School (RVHS) Agriculture Department

BACKGROUND:

The RVHS Ag department needs a livestock trailer to transport student project livestock to and from both the Solano County Fair and the Dixon May Fair. This trailer will also be used to haul lumber and metal for the Agriculture Construction and Agriculture Mechanics pathways. The School-to-Career Coordinator obtained several quotes of similar Livestock trailers. All quotes exceeded \$26,000 or did not include the necessary pen system required to haul small animals.

STATUS:

Currently Rio Vista High School's Agriculture department does not have a livestock trailer. Rio Vista Ag Department located a slightly used 2020 Livestock trailer that is located in Watsonville. It is currently owned by a private party. Cost of this trailer is approximately \$11,000 less than a new trailer that includes the pen system.

Presenter:

Nancy Vielhauer, Assistant Superintendent of Ed. Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Cost of the trailer not to exceed \$26,000. Funding source is K12 Strong Workforce Grant.

RECOMMENDATION:

That the Board approves the purchase of the 2020 Exiss Livestock trailer

Time allocated: 2 minutes

To: Maureen Reis <mreis@rdusd.org>

Subject: Re: Ag trailer

Hi Maureen:

Seller: [REDACTED]

Watsonville, CA 95076

1099: Information upon request

2020 Exiss Stock Trailer
Vin: 4LABS2022L5073485
License: V575919
Length: 20ft (240")
Width: 7.5ft (90")
Color: White

All DMV Fees paid until 2024

On Jan 25, 2023, at 2:35 PM, Maureen Reis <mreis@rdusd.org> wrote:

Hi Sandra,

You can send all the info to me or to both. Jenny is the District office contact. If you don't want to make the invoice, we can. The sunshine has been amazing. The north wind blew for a couple days so it has even dried out some! We were finally able to kick some babies outside yesterday. I think we were all ready for some sunshine!

Maureen

From: [REDACTED]

Sent: Wednesday, January 25, 2023 1:51 PM

To: Maureen Reis <mreis@rdusd.org>

Subject: Re: Ag trailer

Hi Maureen, I haven't heard anything from the District office. Should I go ahead and send the requested information to everyone listed in the email below? Hope you are enjoying the sunshine!

On Jan 20, 2023, at 9:06 AM, Maureen Reis <mreis@rdusd.org> wrote:

Jennifer Kitchens

From: [REDACTED]
Sent: Tuesday, January 31, 2023 2:45 PM
To: Jennifer Kitchens
Subject: Re: Ag trailer

CAUTION: This email originated from outside of the River Delta Unified School District. Do not click links or open attachments unless you recognize the sender and know the content is safe.

\$26,000 which includes a 48" tall, adjustable ten pen system with safety gates.

Thank you,

[REDACTED]

On Jan 31, 2023, at 2:33 PM, Jennifer Kitchens <JKitchens@rdusd.org> wrote:

Hello Sandra,
Can you please confirm the trailer price and also can you confirm that the pen system is included in the purchase.
Thank you!

Jennifer Kitchens
School to Career Coordinator
River Delta USD
(707)374-1732
JKitchens@RDUSD.org

From: Maureen Reis <mreis@rdusd.org>
Sent: Monday, January 30, 2023 12:52 PM
To: Jennifer Kitchens <JKitchens@rdusd.org>
Subject: Fw: Ag trailer

Here is the info for the trailer. She will do the 1099 when it get sent to her.

Maureen

From: [REDACTED]
Sent: Monday, January 30, 2023 11:05 AM

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: x

From: Codi Agan, Director of Personnel

Item Number: 10.6

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

SUBJECT:

Request to Acknowledge the Seniority Lists for Classified and Certificated Employees as of February 1, 2023

BACKGROUND:

River Delta Unified School District's Superintendent may be recommending the reduction of particular kinds of services to meet the needs of the district. In the event of layoffs, the Seniority list will need to be used to notify employees affected by layoffs.

STATUS:

The employee's seniority is determined by the first date of paid service with the district in a probationary position. The District's Classified and Certificated staff have reviewed the attached list indicating employee's hire date and other pertinent information.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board acknowledges the attached Classified and Certificated Seniority lists.

Time allocated: 2 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT

CLASSIFIED SENORITY LIST

February 21, 2023

CLASSIFICATION	EMPLOYEE NAME	POSITION HIRE DATE	SENIORITY LEVEL
Attendance Secretary / Registrar			
	Melinda Barkman	8/3/2009	1
	Jennifer Ratola	8/3/2011	2
	Carly Bryant	9/19/2014	3
	Stephanie Carvalho	8/5/2020	4
Office Specialist			
	Jennifer Gaston	8/9/2001	1
	Shereen Dart	8/23/2006	2
	Esmeralda Rios	5/24/2010	3
	Susan Delarosa	8/9/2021	4
Clerical Specialist			
	Melinda Barkman	2/5/2001	1
Secretary			
	Leticia Ruiz	8/16/1993	1
	Mary Weathers	4/17/1995	2
	Rita Martin	3/4/2002	3
	Jennifer Gaston	9/1/2003	4
	Trisha Salomon	8/29/2007	5
	Trisha Salomon	10/1/2007	6
	Trisha Salomon	2/23/2009	7
	Melinda Barkman	8/4/2011	8
	Esmeralda Rios	8/2/2012	9
	Codi Agan	3/25/2015	10
	Maria Larios	7/30/2015	11
	Vicki Preciado	11/1/2017	12
	Gabriela Chavez	8/9/2019	13
	Susan Delarosa	1/11/2021	14
	Patty DuBois	8/2/2021	15
	Chandra Drury	11/1/2021	16
	Sabrina Buoncristiani	3/14/2022	17
	Yazmin Granados Ordaz	8/1/2022	18
Admin Services Interpreter/Translator			
	Lizet Garcia Flores	5/9/2022	1
Family Resource Healthy Start			
	Esmeralda Rios	5/24/2010	1

RIVER DELTA UNIFIED SCHOOL DISTRICT

CLASSIFIED SENORITY LIST

February 21, 2023

CLASSIFICATION	EMPLOYEE NAME	POSITION HIRE DATE	SENIORITY LEVEL
Alternate School Clerk			
Senior Clerical Specialist			
Bilingual Clerical Specialist Interpreter/Translator			
Administrative Assistant			
MOT Secretary			
	Gabriela Chavez	6/16/2021	1
Administrative Assistant MOT			
	Melinda Barkman	4/1/2005	1
	Gabriela Chavez	1/1/2022	2
Bus Driver			
	Alicia Nolasco	5/1/2006	1
	Christina Vela	8/23/2006	2
	Jennfier Ross	4/19/2011	3
	Jerry Hanratty	8/8/2018	4
	Michael Mimiaga	9/19/2018	5
Car Driver			
	Judith Ortega	11/21/2002	1
	Jerry Hanratty	8/10/2022	2
Bus Mechanic I			
Bus Mechanic II			
	Robert Sanchez	9/21/2001	1
Transportation Assistant			
Delivery Worker			
	David Groves	5/7/2015	1

RIVER DELTA UNIFIED SCHOOL DISTRICT

CLASSIFIED SENORITY LIST

February 21, 2023

CLASSIFICATION	EMPLOYEE NAME	POSITION HIRE DATE	SENIORITY LEVEL
Delivery Worker for Food Services			
	Patricia Locicero	10/26/2015	1

Food Service Worker I			
	Patricia DuBois - Grdfather Range 5	8/25/1995	1
	Marshelle Cutshaw	9/13/2000	2
	Laureen Valentine	9/5/2001	3
	Michelle Call	8/22/2007	4
	Lizeth Rodarte	9/15/2014	5
	Donna Hibma	10/26/2015	6
	Patricia Locicero	10/26/2015	7
	Shereen Dart	11/7/2016	8

Food Service Worker II			
	Trisha Salomon	9/12/2006	1
	Donna Hibma	3/9/2020	2
	Nikka Maynard	3/17/2020	3
	Sheri Moriarty	5/27/2021	4
	Mercy Hinshaw	8/10/2022	5
	Alicia Nolasco	8/15/2022	6

Senior Food Service Worker			
	Michelle Call	8/22/2007	1
	Donna Hibma	9/9/2021	2

Custodian I			
	Refugio Camacho	3/5/1991	1
	Jacob Ricketts	8/8/2005	2
	Carpio (Al) Guintu	11/16/2007	3
	David Groves	2/5/2009	4
	Lori Valentine	4/5/2010	5
	Maria Lomeli	4/13/2010	6
	Luis Lopez	6/3/2013	7
	Joseph Diaz	10/21/2013	8
	Gaspar Cachero	6/1/2015	9
	Norma Ruvalcaba	10/22/2018	10
	Gina Pallotta	4/8/2019	11
	Reny Seguban	2/4/2020	12
	Vicky Jugal	9/1/2020	13
	Rolly Servania	6/28/2021	14
	Lorena Ibarra Silva	8/6/2021	15
	Aimee Brown	11/4/2021	16
	Lizeth Rodarte De Mena	8/15/2022	17

RIVER DELTA UNIFIED SCHOOL DISTRICT

CLASSIFIED SENIORITY LIST

February 21, 2023

CLASSIFICATION	EMPLOYEE NAME	POSITION HIRE DATE	SENIORITY LEVEL
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Custodian II			
	Refugio Camacho	9/14/1992	1

Senior Custodian			
	Refugio Camacho	7/1/2006	1
	Joseph Diaz	1/21/2020	2
	Luis Lopez	5/17/2021	3

Gardener			
	Terry Gornto	11/20/2000	1
	Jacob Ricketts	3/6/2006	2
	Carpio (Al) Guintu	1/14/2019	3

Utility Worker			
	Robert Bryant	11/6/2008	1
	John Preston	3/18/2019	2
	E. Tony Bettencourt	9/3/2019	3
	William Lee	11/1/2021	4
	Reny Seguban	5/2/2022	5

Maintenance I			
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Maintenance II			
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Lead Maintenance Technician			
	Terry Gornto	5/2/2005	1
	Robert Bryant	7/1/2020	2

Software Support Technician			
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Technology Technician			
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RIVER DELTA UNIFIED SCHOOL DISTRICT

CLASSIFIED SENORITY LIST

February 21, 2023

CLASSIFICATION	EMPLOYEE NAME	POSITION HIRE DATE	SENIORITY LEVEL
Instructional Assistant I			
	Patricia DuBois	10/19/1992	1
	Michelle (Scott) Maghoney	11/27/2001	2
	Evelyn Cairo	9/18/2002	3
	Shereen Dart	10/20/2005	4
	Trisha Salomon	10/20/2005	5
	Vicki Preciado	8/20/2008	6
	Marshelle Cutshaw	8/16/2010	7
	Nancy Guggemos	8/16/2010	8
	Amber Gregory Gleaves	8/11/2021	9
	Lizet Garcia	9/2/2021	10
	Mayra Palomino	9/7/2021	11
	Brenda Casillas	9/9/2021	12
	Alma Alexander	5/19/2022	13
	Jessica Robles	8/10/2022	14
	Melissa Earley	8/15/2022	15

Instructional Assistant II			
	Patricia DuBois	12/5/1995	1
	Maria Larios	10/14/1998	2
	Marshelle Cutshaw	12/1/1998	3
	Maria Carrillo de Rodarte	11/3/1999	4
	Linda Williams	8/28/2000	5
	Melinda Barkman	10/11/2000	6
	Michelle (Scott) Maghoney	11/27/2001	7
	Lucia Becerra	10/6/2004	8
	Evelyn Cairo	11/29/2004	9
	Linda Williams	8/23/2006	10
	Alicia Nolasco	10/16/2006	11
	Esmeralda Rios	8/22/2007	12
	Lucia Perez	11/13/2018	13
	Gabriela Chavez	8/9/2019	14
	Maria Rivera-Garcia	8/29/2019	15
	Maria Herrera Gutierrez	9/1/2021	16

RIVER DELTA UNIFIED SCHOOL DISTRICT

CLASSIFIED SENORITY LIST

February 21, 2023

CLASSIFICATION	EMPLOYEE NAME	POSITION HIRE DATE	SENIORITY LEVEL
Instructional Assistant III			
	Patricia DuBois	9/5/1996	1
	Linda Williams	10/29/1997	2
	Esmeralda Rios	8/28/2000	3
	Jacob Ricketts	12/11/2001	4
	Maria Larios	8/23/2004	5
	Evelyn Cairo	9/27/2004	6
	Michelle (Scott) Maghoney	9/13/2005	7
	Marshelle Cutshaw	8/23/2006	8
	Trisha Salomon	9/11/2006	9
	Codi Agan	1/11/2007	10
	Jennifer (Foord) Kitchens	1/7/2008	11
	Kimberly Esperson	11/1/2010	12
	Christy Ramirez	9/19/2011	13
	Maria Carillo de Rodarte	11/21/2011	14
	Ann Arroyo	1/9/2017	15
	Ana Fernandez Munguia	2/19/2019	16
	Marianne Matlock	4/8/2019	17
	Amanda Lopes	10/7/2019	18
	Lizet Garcia	9/1/2021	19
	Alyssa De la Rosa	9/1/2021	20
	Lorren Fletcher	10/18/2021	21
	Mayra Palomino	5/9/2022	22
	Alma Alexander	5/19/2022	23
	Toni Petersen	8/10/2022	24
	Jessica Robles	8/10/2022	25
	Heather Graham-Macciocchi	8/10/2022	26

Instructional Assistant IIIA			
	Laureen Valentine	10/23/1998	1
	Melinda Barkman	10/11/2000	2

Instructional Assistant IV			
	Christy Ramirez	3/18/2013	1
	Linda Williams	8/13/2014	2

Health Assistant			
	Yazmin Granados Ordaz	3/27/2017	1
	Jodie Torio	9/7/2021	2
	Ciera Bergman	12/6/2021	3
	Mitzi Vera Zazueta	12/13/2021	4

RIVER DELTA UNIFIED SCHOOL DISTRICT

CLASSIFIED SENORITY LIST

February 21, 2023

CLASSIFICATION	EMPLOYEE NAME	POSITION HIRE DATE	SENIORITY LEVEL
Behavioral Management Technician			
Library Technician			
Accounting Specialist			
	Jennifer Gaston	11/20/2008	1
	Vicki Preciado	12/1/2011	2
	Codi Agan	9/4/2012	3
	Kellee Sisneros	10/15/2013	4
	Melinda Barkman	2/1/2022	5
Afterschool Program Supervisor			
	Lucia Becerra	9/4/2012	1
School to Career Coordinator			
	Jennifer (Foord) Kitchens	8/3/2016	1
Speech Language Pathology Assistant			
	Kristina Buenrostro	8/12/2015	1
Certified Occupational Therapy Assistant			
	Renee Hunter	8/10/2016	1
First Five Lead Preschool Teacher			
	Suzanne Cline	8/14/2013	1
First Five Assistant Preschool Teacher			
First Five Home Visitor			
	Sandra Martinez	11/4/2015	1
RDUSD State Preschool Assistant Bilingual Teacher			
	Maria Arely Moreno Soto	12/4/2017	1
RDUSD State Preschool Assistant Teacher			
	Jessica Hardwick	10/8/2020	1

**RIVER DELTA UNIFIED SCHOOL DISTRICT
CERTIFICATED SENORITY LIST
2022-2023**

Sen.#	Sen. Date	Name	FTE	Status	Position	Grade	Site	Credential
*1	9/3/1985	Cage, Amy - LOA 2021-22	1.00	Perm.	ELD Teacher	TK - 6	WG	Clr. Mult. Subject: Social Science English S61969
2	8/28/1989	Wright, Stephen	1.00	Perm.	TOSA	TK - 12	DO	Clr. Mult. Subject : Social Science w/CLAD
3	8/24/1992	McDonald, Linda	1.00	Perm.	Elementary Teacher	3	IES	Clr. Multiple Subject w/CLAD
4	9/29/1994	Riebe, Reina	1.00	Perm.	Elementary Teacher	2	WG	Clr. Multiple Subject S17D & S17S
5	8/20/1996	Spangler, Janet	1.00	Perm.	Ind. Study Teacher	3 - 12	RDEH	Clr. Multiple Subject w/CLAD
6	8/26/1997	Friedel, Madeleine	1.00	Perm.	ELD Teacher	TK - 6	DHW	Clr. Mult. Subject S61969
7	8/24/1998	Spradling, Katrina	1.00	Perm.	RSP	7 - 8	RMS	Level II Ed. Spec Mild/Moderate AAAS w/CLAD
*8	8/24/1998	Emigh, Jennifer - LOA 40% 2008-09	1.00	Perm.	TOSA	TK - 12	DO	Clr. Multiple Subject w/CLAD
9	9/14/1998	Lamb, Jonathan	1.00	Perm.	Elementary Teacher	3	DHW	Clr. Multiple Subj. w/ELA1
10	8/21/2000	Hamilton, Peter	1.00	Perm.	Social Science	7 - 8	RMS	Clr. Single Subject Social Science Clr. Single Subject English S17D & S17S
10	8/21/2000	Van Riper, Charles	1.00	Perm.	Ag	7 - 12	CMS/DHS	Clr. Single Subject Agriculture w/CLAD Clr. Specialist Instruction Agriculture
11	8/14/2003	Surla, Donald	1.00	Perm.	English/Drama	9 - 12	RVHS	Clr. Single Subject English w/CLAD
12	8/12/2004	Dolk, Heather	1.00	Perm.	Elementary Teacher	K	IES	Clr. Multiple Subject w/ELA1
13	8/18/2005	Delgado, Paul	1.00	Perm.	PE	7 - 12	CMS/DHS	Clr. Single Subject Physical Education w/ ELA1 w/R142
13	8/18/2005	Torgeson, Diann	1.00	Perm.	Elementary Teacher	1	BES	Clr. Multiple Subject w/CLAD
14	8/17/2006	Reis, Maureen	1.00	Perm.	Ag	9 - 12	RVHS	Clr. Single Subject Agriculture w/ELA1 Clr. Single Subject Science:Chemistry w/ELA1 Clr. Specialist Instruction Agriculture
14	8/17/2006	Tyner, Lauren	1.00	Perm.	Elementary Teacher	5	IES	Clr. Multiple Subject w/ELA1
14	8/17/2006	Wootton, Elise	1.00	Perm.	Elementary Teacher	4	WG	Clr. Multiple Subject Intro Spanish w/ELA1
15	8/16/2007	Murphy, E. Kendall	1.00	Perm.	Elementary Teacher	4 - 5	DHW	Clr. Multiple Subject w/CLAD
16	8/27/2007	Kahn, Ryan	1.00	Perm.	English/AVID	7 - 12	CMS/DHS	Clr. Single Subject English w/ELA1
17	9/17/2007	Sever, Aaron	1.00	Perm.	Elementary Teacher	6	IES	Clr. Multiple Subjectw/ELA1 Supp. Intro Social Science SMAB w/ELA1
18	11/26/2007	Eastus, Kristy	1.00	Perm.	SDC/ED	TK - 6	IES	Clr. Ed. Specialist Mild/Mod AAAS w/ELA1
19	8/8/2012	Strom, Jennifer	1.00	Perm.	English	7 - 8	RMS	Clr. Single Subject English w/ELA1
20	9/10/2012	Smith, Christopher	1.00	Perm.	ILS	9 - 12	RVHS	Clr. Ed Specialist Mod/Severe w/ELA1 Clr. Single Subject Business
21	9/12/2012	Saldana, Jamie	1.00	Perm.	Elementary Teacher	6	DHW	Clr. Multiple Subject Subject: English w/CLAD
22	9/24/2012	Heeney, Makayla	1.00	Perm.	Elementary Teacher	TK	IES	Clr. Multiple Subject w/ELA1
23	8/14/2013	Lindsay, Jennifer	1.00	Perm.	Elementary Teacher	3	DHW	Clr. Multiple Subject w/CLAD Clr. Specialist Instruction Reading
24	9/3/2013	Davis, Gregory	1.00	Perm.	Continuation HS Teacher	9 - 12	MOKE	Clr. Single Subject Biological Sciences w/ELA1 Clr. Single Subject Intro Physical Education w/ELA1
25	8/8/2014	Leyerly, Kimberly	1.00	Perm.	Soc Sci/Technology	7-12	DHS	Clr. Single Subject Social Science w/ELA1 Clr. Single Subject Intro Art history appreciation w/ELA1 Clr. Single Subject Business w/ELA1
26	8/7/2015	Apple, Kristy	1.00	Perm.	RSP	9 - 12	RVHS	Clr. Ed Specialist Mild/Mod AAAS w/ELAE
27	8/5/2016	Cates Lea	1.00	Perm.	Elementary Teacher	1 - 2	DHW	Clr. Multiple Subject w/CLAD
27	8/5/2016	Dyckovsky, Amy	1.00	Perm.	Art	6 - 12	CMS/DHS	Clr. Single Subject Art (exam) w/ELAS

**RIVER DELTA UNIFIED SCHOOL DISTRICT
CERTIFICATED SENORITY LIST
2022-2023**

Sen.#	Sen. Date	Name	FTE	Status	Position	Grade	Site	Credential
27	8/5/2016	Gallegos, Alexander	1.00	Perm.	English	7 - 12	CMS/DHS	Clr. Single Subject English (exam) w/ELAS
27	8/5/2016	Gomes, Noelle	1.00	Perm.	PE/Ldrshp	9 - 12	RVHS	Clr. Single Subject Health Science w/CLAD Clr. Single Subject Physical Education (exam) w/CLAD
27	8/5/2016	Griffin, Julie	1.00	Perm.	Digital Media & Comm.	9 - 12	RVHS	Clr. CTE Teaching Cred Arts, Media & Entertnmnt w/S17C
27	8/5/2016	Pedro Da La Sol, Aaron	1.00	Perm.	Elementary Teacher	5	DHW	Clr. Multiple Subject w/ELAM
27	8/5/2016	Roman, Mayra	1.00	Perm.	Math	9 - 12	RVHS	Clr. Single Subject Math w/CLAD
27	8/5/2016	Walrond, Jacqueline	1.00	Perm.	Math	7 - 8	RMS	Clr. Single Subject Life Science Clr. Single Subject Intro Physical Science Clr. Single Subject Intro General Science Clr. Single Subject Intro Mathematics S17D, S17S Clr. Multiple Subject (exam) w/S17S
28	1/9/2017	Alduenda-Benitez, Yesenia	1.00	Perm.	H.S. Counselor	9 - 12	RVHS	Clr. PPS School Counseling
29	8/4/2017	Johnson, Maryn	1.00	Perm.	Ed. Pthwy/ELD	9 - 12	RVHS	Clr. Single Subject English w/ELA1
29	8/4/2017	Camacho, Steve	1.00	Perm.	Elementary Teacher	6	DHW	Clr. Multiple Subject w/ELA1
29	8/4/2017	Higgs, Timothy	1.00	Perm.	Soc. Sci	9 - 12	RVHS	Clr. Single Subject Social Science w/ELAS
30	8/3/2018	Baldwin, Lubertus	1.00	Perm.	PE/Leadership	9 - 12	RVHS	Clr. Single Subject Physical Education w/ELAS Clr. Single Subject Intro Business w/ELAS
30	8/3/2018	Anderson, Annelyse	1.00	Perm.	Elementary Teacher	4	DHW	Clr. Multiple Subject w/ELA1
30	8/3/2018	Mitchell, Lisa	1.00	Perm.	RSP	TK - 12	BES/WG	Clr. Ed Specialist Mild/Moderate AAAS w/ELAE
30	8/3/2018	Tate, Jasmine	1.00	Perm.	Elementary Teacher	2	IES	Clr. Multiple Subject w/ELAM
30	8/3/2018	Rivera, Elias	1.00	Perm.	Art	9 - 12	RVHS	Clr. Single Subject Art w/ELA1
30	8/3/2018	Rounds, Sefia	1.00	Perm.	English	7 - 8	RMS	Clr. Single Subject English w/CLAD
30	8/3/2018	Sherman, Drake	1.00	Perm.	Social Science	9 - 12	RVHS	Clr. Single Subject Social Science w/ELAS
31	8/2/2019	Lauchland, Ashlyn	1.00	Perm.	Ag	9 - 12	RVHS	Clr. Single Subject Agriculture w/ELAS Clr. Specialist Instruction Agriculture
*31	8/2/2019	Chaffin, Gina - LOA 2022-2023	1.00	Perm.	Elementary Teacher		BES	Clr. Multiple Subject w/ELAM
31	8/2/2019	Mahoney, Kelli	1.00	Perm.	English	9 - 12	RVHS	Clr. Single Subject English w/ELA1
32	2/3/2020	Smith, Anne Katherine	1.00	Perm.	English	9 - 12	RVHS	Clr. Single Subject English w/CLAD
33	8/7/2020	Burt, Jason	1.00	Perm.	Social Science	7 - 9	CMS	Clr. Single Subject Social Science w/ELAS
33	8/7/2020	Close, Molly	1.00	Perm.	Elementary Teacher	TK	DHW	Clr. Multiple Subject w /ELAM
33	8/7/2020	Hagan, Andrea	1.00	Prob. 2	SDC	7 - 8	RMS	Prelim. Ed Specialist Mod/Severe w/ELAE
33	8/7/2020	Mancebo, Marcio	1.00	Prob. 0	Math	9 - 12	RVHS	Intern Single Subject Foundational Lvl Math w/ELAS
33	8/7/2020	Nelson, Jeffrey	1.00	Perm.	Science	7 - 8	CMS	Clr. Single Subject Biological Science w/ELAS Clr. Single Subject Geoscience w/ELAS
34	8/17/2020	Amengual Salleras, Agusti	1.00	Perm.	Spanish	9 - 12	CMS/DHS	Clr. Single Subject Spanish w/BCCLAD
35	9/1/2020	Bird, Mazie	1.00	Perm.	ELD Teacher	TK - 6	IES	Clr. Multiple Subject English w/ELAM
36	8/2/2021	Chen, Jialing	1.00	Prob. 2	Social Worker	TK - 12	DO	Clr. PPS School Social Work, Child & Welfare attendance
37	8/6/2021	Fuentes, Nancy	1.00	Prob.2	Elementary Teacher	TK - 1	BES	Clr. Single Subject English w/ELAM w/BASP
37	8/6/2021	Greco, Melody	1.00	Prob. 1	Intervention Teacher	7 - 9	RMS	Intern Single Subject English w/ELAS
37	8/6/2021	Yates, Tyler	1.00	Prob. 2	AG Constuction	9 - 12	RVHS	Prelim. Single Subject Agriculture w/ELAS Clr. Specialist Instruction Agriculture
37	8/6/2021	Moita, Brittany	1.00	Prob. 2	Elementary Teacher	1	IES	Clr. Multiple Subject w/ELAM

**RIVER DELTA UNIFIED SCHOOL DISTRICT
CERTIFICATED SENORITY LIST
2022-2023**

Sen.#	Sen. Date	Name	FTE	Status	Position	Grade	Site	Credential
37	8/6/2021	Leblanc, Camille	1.00	Prob. 2	SDC	7 - 9	CMS	Prelim. Education Specialist Mod/Severe W/ELAE
37	8/6/2021	Whiteley, Veronica	1.00	Prob. 2	Elementary Teacher	5 - 6	BES	Clr. Multiple Subject w/ELA1
38	8/23/2021	Sherman, Brandon	1.00	Prob. 0	Math	9 - 12	DHS	Dist. Intern Single Subject Mathmeatics w/ELA3
39	8/30/2021	Loscoff, Jennifer	1.00	Prob. 2	Ind. Study Teacher	3 - 12	RDHE	Clr. Multiple Subject SMAB w/ELA1
40	10/6/2021	Barley, Brittany	1.00	Prob. 2	ELA	7 - 12	CMS/DHS	Clr. Single Subject English w/ELAS Clr. Multiple Subject w/ELAM
41	10/18/2021	Esparza Plascenia, Anna	1.00	Prob. 2	H.S. Counselor	9 - 12	CMS/DHS	Clr. PPS School Counseling
42	1/10/2022	Cobb, Mikayla	1.00	Prob. 0	Elementary Teacher	1	DHW	Provisional Internship Permit w/ELAM
42	1/10/2022	Cooper, Shane	1.00	Prob. 1	English	9 - 12	DHS	Prelim. Single Subject English w/ELAS
*42	1/10/2022	Valdez, Isaac - LOA 2022-23	1.00	Prob. 0	Science	9 - 12	RVHS	Intern Single Subject Science:Chemistry w/ELAS
43	3/7/2022	Anderson, Kimberly	1.00	Prob. 1	Culinary Arts	9 - 12	RVHS	Prelim. CTE Hospitality,Toruism, and Recreation
44	7/28/2022	Groff, Emma	1.00	Prob. 1	H.S. Counselor	9 - 12	DHS	Clr. PPS School Counseling
44	7/28/2022	Arroyo, Alyda	1.00	Prob. 1	H.S. Counselor	9 - 12	RVHS	Clr. PPS School Counseling
45	8/5/2022	Halligan, Shane	1.00	Prob. 1	PE	7 - 9	CMS	Prelim. Single Subject Physical Education w/ ELAS
45	8/5/2022	McCosker, Raequel	1.00	Prob. 1	Art	7 - 12	CMS/DHS	Clr. Single Subject English w/ELA1 Clr. Single Subject Physical Education w/ELA1 Limited Assignment Single Subject Art
45	8/5/2022	Hoefs, Matthew	1.00	Prob. 1	PE	7 - 8	RMS	Clr. Single Subject Physical Education w/ELAS
45	8/5/2022	Truax, Andrew	1.00	Prob. 1	PE	TK - 6	WG/IES	Prelim. Single Subject Physical Education w/ELAS Prelim. Ed. Specialist Mild/Mod AAAS w/ ELAE
45	8/5/2022	Pandi, Bramaramba	1.00	Prob. 1	Science	7 - 8	RMS	Prelim. Single Subject English w/CLAD Prelim. Single Subject Biological Science w/CLAD
45	8/5/2022	Kolokihakaufisi, Valerie	1.00	Prob. 0	Elementary Teacher	4	IES	Prelim. Multiple Subject R2M
45	8/5/2022	Rehn, Erik	1.00	Prob. 1	RSP	TK - 6	DHW	Clr. Ed Specialist Mild/Mod AAAS w/ ELA1
45	8/5/2022	Boyd, Mi Nan	1.00	Prob. 0	Math	9 - 12	DHS	Intern Single Subject Foundational Level Mathematics w/ELA3
45	8/5/2022	Dunham, Faith	1.00	Prob. 1	Elementary Teacher	3	WG	Clr. Multipl Subject w/ ELA1 Clr. Single Subject English w/ELA1
45	8/5/2022	De La Torre Luna, Juan	1.00	Prob. 0	Elementary Teacher	5	WG	Intern Multiple Subject w/ELAM
45	8/5/2022	Smith, Aimee	1.00	Prob. 1	PE Teacher	TK - 6	DHW/BES	Clr. Single Subject English w/CLAD Clr. Single Subject Physical Education w/CLAD
45	8/5/2022	Nunes, Melanie	1.00	Prob. 1	Social Science	9 - 12	DHS/CMS	Clr. Single Subject Social Science w/ELA1
45	8/5/2022	McGrath, Kereneen	1.00	Temp	Elementary Teacher	4	BES	District Intern Multiple Subject w/ELA3
45	8/5/2022	Reynoso, Luz	1.00	Prob. 1	Elementary Teacher	2 - 3	BES	Clr. Multiple Subject w/BCLAD
45	8/5/2022	Gorbenko, Vadim	1.00	Prob. 1	Music	TK - 12	CMS/DHS/BES/WG	Prelim Single Subject Music w/ ELAS
45	8/5/2022	Walrond, Megan	1.00	Prob. 1	Elementary Teacher	K	DHW	Prelim Multiple Subject w/ELAM
45	8/5/2022	Roman Gonzalez, Graciela	1.00	Prob. 0	Math	9 - 12	RVHS	Variable Term Waiver
45	8/5/2022	Moreno Soto, Maria Arely	1.00	Prob. 0	Elementary Teacher	TK	WG	PIP Provisional Intern Multiple Subject w/ELAM
45	8/5/2022	Alcaraz, Noemi	1.00	Prob. 0	Elementary Teacher	6	WG	PIP Provisional Intern Multiple Subject w/ELAM
45	8/5/2022	Malkiewicz, Adison	1.00	Prob. 0	RSP	9 - 12	RVHS	STSP Education Specialist
45	8/5/2022	Rooney, Matthew	1.00	Prob. 1	AG	9 - 12	DHS	Clr. Single Subject Introductory English w/ELA1 Clr. Single Subject Agriculture w/ ELA1
46	8/6/2022	Coleman, Isaac	1.00	Prob. 0	Science	9 - 12	RVHS	Variable Term Waiver

**RIVER DELTA UNIFIED SCHOOL DISTRICT
CERTIFICATED SENORITY LIST
2022-2023**

Sen.#	Sen. Date	Name	FTE	Status	Position	Grade	Site	Credential
46	8/6/2022	Aguilar-Duran Maria	1.00	Prob. 0	Spanish	9 - 12	RVHS	Variable Term Waiver
47	8/10/2022	Camacho, Gisela	1.00	Prob. 0	RSP	7 - 12	CMS/DHS	PIP Provisional Intern Education Specialist Mild/Mod w/ ELAE
48	8/15/2022	Golding, Ryan	1.00	Prob. 0	Science	7 - 12	CMS/DHS	Variable Term Waiver
49	9/1/2022	Soto Harrison, Marisa	1.00	Prob. 1	Elementary Teacher	5	DHW	Level I Ed. Specialist Mild/Mod, STSP Multi Subject
50	9/19/2022	Nguyen, Sang	1.00	Prob. 1	Math	7 - 9	CMS	Prelim Single Subject Mathematics w/ ELAS

CMS = Clarksburg Middle School	RVHS = Rio Vista High School	BES = Bates Elementary School
DHS = Delta High School	WG = Walnut Grove Elemementary School	MOKE = Mokelumne High
RMS = Riverview Middle School	RDEH = River Delta Elementary/High	DO = District Office
CDS = Community Day School	IES = Isleton Elementary School	
*Denotes Leave of Absence		

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: X

From: Tracy Barbieri, Director of Special Education

Item Number: 10.7

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

SUBJECT:

Request to Approve the Agreement with New Mediscan II, LLC dba Cross Country Education to Provide a Special Education Teacher for the 2022-2023 School Year.

BACKGROUND:

Cross Country Education is a leading educational services organization that provides highly qualified teachers and special education providers to school districts. Cross Country Education provides screening and vetting of all applicants, coordinates interviews and handles HR related tasks such as compliance verification and monitoring, background checks, orientation, annual training, leaves of absence, etc.

STATUS:

Due to the lack of applicants for the Special Day Class (SDC) teacher position at D.H. White Elementary School, River Delta Unified would like to contract with Cross Country Education to provide a Special Education teacher to fill our vacancy until the position can be filled.

PRESENTER:

Tracy Barbieri, Director of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Cost not to exceed \$45,000 paid from Special Education funds.

RECOMMENDATION:

That the Board Approve the Agreement with New Mediscan II, LLC dba Cross Country Education to Provide a Special Education Teacher for the 2022-2023 School Year.

Time allocated: 2 minutes



SACRAMENTO COUNTY SELPA

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2022-2023

June 27, 2022

MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

Contract Year: 2022-2023

LEA: _____

Nonpublic School : _____

Nonpublic Agency: New Mediscan II LLC Dba Cross Country Education

Type of Contract:

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

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

_____ Extension of the Master Contract to provide for ongoing funding at the prior year's rates for up to 90 days at the sole discretion of the LEA and in accordance with Section 4 of this Master Contract. Expiration Date: _____

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2022-2023

CONTRACT NUMBER:

LEA:

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: New Mediscan II LLC DbA Cross Country Education

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2022, between [redacted] hereinafter referred to as the local educational agency ("LEA") or "District" and [redacted] (nonpublic, New Mediscan II LLC, dba Cross Country Education nonsectarian school or agency), hereinafter referred to as "NPS/A" or "CONTRACTOR," for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

These forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the LEA student's Individualized Education Program (hereinafter referred to as "IEP"). LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A placements and services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code,

section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on

or before the date this Contract is executed by CONTRACTOR. This Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Contract.

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, State, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA and SELPA policies, regulations, and procedures (collectively referred to as "LEA Procedures") unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

4. TERM OF MASTER CONTRACT

The term of this Contract shall be from July 1, 2022 to June 30, 2023, unless otherwise stated. (California Code of Regulations, tit. 5, § 3062(a).) Neither the CONTRACTOR nor the LEA is required to renew this Contract in subsequent contract years. The parties acknowledge that any subsequent Contract is to be re-

negotiated prior to June 30, 2023. If the parties have not reached agreement by June 30th, the most recently executed Contract will remain in effect for 90 days. (California Code of Regulations, tit. 5, § 3062(d).) No Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Contract incorporates LEA Procedures herein by this reference. Each ISA is incorporated herein by this reference. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA Procedures from time to time without the consent of CONTRACTOR.

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

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

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

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

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

Unless otherwise provided in this Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code §56366(a)(5) and California Code of Regulations, tit. 5, § 3062(e).) In the event the CONTRACTOR is

unable to provide a specific service at any time during the term of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of State and federal law unless the parent and LEA voluntarily agree otherwise, or an interim alternative educational setting ("IAES") is deemed lawful and appropriate by LEA or OAH consistent with Title 20 of the United States Codes Sections 1415(k)(1)(G), 1415(k)(2), and 1415(k)(3)(B)(ii)(II). CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Contract may be appealed to the Sacramento County Superintendent of Schools or the California State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency ("NPS/A") certified by the California Department of Education ("CDE"), and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. In accordance with Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and State certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and California Education Code section 56366.1(n)(1), or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and State law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by State laws or regulations. (California Code of Regulations, tit. 5, § 3001(r).)

- e. The term “license” means a valid non-expired document issued by a licensing agency within the California Department of Consumer Affairs or other State licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to, mental health and board and care services at a residential placement. If a license is not available through an appropriate State licensing agency, a certificate of registration with the appropriate professional organization at the national or State level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a foster parent if the authority of the biological or adoptive parents to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (b)(2),
 - iii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iv. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
 - v. a surrogate parent.

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code §56028.)
- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which an LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Contract” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by State and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Contract. For purposes of this Contract, “records” shall include, but not

be limited to pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; transcripts; grade and progress reports; behavioral data; IEP/IFSPs; assessment reports; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; business licenses held; by-laws; lists of current board of directors/trustees, if incorporated; all budgetary information, including operating budgets; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/State payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to LEA student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of LEA student records, as required by State and federal laws and regulations. CONTRACTOR agrees, in the event of NPS/A closure, to forward all LEA student records held by CONTRACTOR within ten (10) business days to LEA. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This Contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control within ten (10) business days of such change.

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Contract or ISA may be terminated for cause. Cause shall include but not be limited to non-maintenance of current NPS/A certification, failure of either LEA or CONTRACTOR to maintain the standards required under the Contract and/or ISA, or other material breach of this Contract by CONTRACTOR or LEA. For purposes of NPS placement, the cause shall not be the availability of a public class initiated during the period of the Contract unless the parent agrees to the transfer of the LEA student to the public school program at an IEP team meeting. To terminate the Contract either party shall give twenty (20) days prior written notice to the other party. (California Education Code §56366(a)(4).) If this Contract is terminated with twenty (20) days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract on the date of termination.

Notwithstanding the foregoing, this Contract may be terminated immediately, without twenty (20) days prior notice and at LEA's discretion, if LEA determines that there are significant health or safety concerns or there has been a suspension or revocation of CONTRACTOR's NPS/A certification. If this Contract is terminated immediately, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract within five (5) business days of termination.

ISAs are void upon termination of this Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice to the other.

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$4,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

Contractor's general liability policies shall be primary and shall not seek contribution from the District's coverage, and be endorsed using Insurance Services Office form CG20 10 or CG 20 26 (or equivalent) to provide that the District and its officers, officials, employees, and agents shall be additional insureds under such policies.

- B. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a limit of \$2,000,000 per accident.

If no owned automobiles, then only hired and non-owned is required. If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in accordance with provisions of California Labor Code sections 3200 et seq., adequate to protect CONTRACTOR from claims that may arise from its operations pursuant to the California Workers' Compensation Insurance and Safety Act and in accordance with applicable State and federal laws.

Part A – Statutory Limits

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

- D. **Sexual Assault and Molestation Insurance**

Contractor shall provide Sexual Abuse and Molestation coverage in the minimum amount of five million dollars (\$5,000,000) per occurrence.

- E. **Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance**

Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

- F. **All Coverages**

1. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the District, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
2. All self-insured retentions over \$100,000 must be declared and approved by the District.
3. Evidence of Insurance - Prior to commencement of work, the Contractor shall furnish the District with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Contractor must agree to provide complete, certified copies of all required insurance policies if requested by the District.
4. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.

- G. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

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

- A. **Commercial General Liability** including both bodily injury and property damage, with limits of at least:

\$3,000,000 per Occurrence
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name LEA and LEA's Board of Education as named additional insureds and shall provide specifically that any insurance carried by LEA which may be applicable to any claims or loss shall be deemed excess and NPS/RTC's insurance primary despite any conflicting provisions in the NPS/RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of LEA.

Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the NPS/RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- B. **Commercial Auto Liability Coverage** with limits of \$1,000,000 Combined Single Limit per Occurrence if the NPS/RTC does not operate a student bus service. If the NPS/RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- C. **Fidelity Bond or Crime Coverage** shall be maintained by the NPS/RTC to cover all employees who process or otherwise have responsibility for NPS/RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- D. **Professional Liability/Errors & Omissions/Malpractice Coverage** with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

Sexual Molestation and Abuse Coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$5,000,000 per occurrence.

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

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA

Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Contract or its performance, to the extent that the negligent acts or omissions of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly by it (excluding LEA and LEA Indemnities).. LEA shall have the right in its sole discretion to select counsel of its choice to provide the defense at the sole cost of CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was directly caused by the negligent acts or omissions of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit the proposed subcontract to LEA for approval. CONTRACTOR shall incorporate all of the provisions of this Contract in all subcontracts, to the fullest extent possible. Furthermore, when CONTRACTOR is developing subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Contract during the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor shall furnish LEA with original endorsements and certificates of insurance effecting coverage required by Section 15 of this Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by LEA. All endorsements are to be received and approved

by LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insureds.

As an alternative to LEA's forms, a subcontractor's insurer may provide, with prior LEA approval, complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, designation of NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Contract. No subcontract shall be considered final without LEA approval.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

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

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information, medical condition, military or veteran status, or any other classification protected by federal or State law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics. (Gov. Code § 12940 *et seq.*)

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of an LEA student's enrollment under the terms of this Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in an LEA student's IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

CONTRACTOR may charge an LEA student's parent(s) for services and/or activities not necessary for the student to receive a FAPE after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility. Voluntary services and/or activities not necessary for the student to receive a FAPE shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA.

LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by LEA; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to State and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Contract.

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

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certifications, and shall be provided as specified in the student's IEP and ISA. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Contract. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present.

NPAs providing Behavior Intervention Services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. CONTRACTORS providing Behavior Intervention Services must have a trained behaviorist or trained equivalent on staff who is qualified and responsible for the design, planning, and implementation of behavioral interventions as the law requires. (Cal. Code Regs., tit. 5, § 3051.23; Ed. Code § 56366.10(e).) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

25. CALENDARS

When CONTRACTOR is a NPS:

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

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

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery

of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of CONTRACTOR.

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

When CONTRACTOR is a NPA:

CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise, in writing before delivery of any NPA services. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any services provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR. In the event of school closures due to emergency, payment will follow the procedures in accordance with Paragraph 62.

26. DATA REPORTING

CONTRACTOR shall agree to provide to LEA all data related to LEA student information and billing information. CONTRACTOR shall provide data related to all sections of this Contract, including student discipline as noted below, when requested by LEA and in the format required by LEA. It is understood that CONTRACTOR shall utilize LEA-approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to in writing by LEA. Additional progress reporting may be required by the LEA. LEA shall provide CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915. (Ed. Code § 49006.)

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the English Language Proficiency Assessments for California ("ELPAC"), and the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), as appropriate to the LEA student and mandated by LEA pursuant to LEA and State and federal guidelines.

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Contract. CONTRACTOR shall ensure that CONTRACTOR utilizes a multi-tier system of support ("MTSS") to address student needs. CONTRACTOR shall also ensure that all staff are trained on the use of positive behavior interventions and supports consistent with this Contract.

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

behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports ("BERs"). CONTRACTOR shall affirmatively inform each of its employees about the policy, provide each employee a copy thereof, and provide training to all employees regarding the policy. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. Training shall include certification by an approved LEA crisis intervention program. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. (Ed. Code 56366.10(f).) CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain accurate written records documenting all training completed by all of CONTRACTOR's employees. Evidence of all trainings shall be submitted to LEA at least annually at the beginning of the school year, and within five (5) business days of completion of training or any new hire or upon LEA request.

Pursuant to California Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency. Consistent with Section 44 of this Contract, LEA may observe and/or audit CONTRACTOR's implementation of BIPs, staff use of behavior interventions, including emergency interventions, at any time, and without prior notice.

To prevent emergency interventions from being used in lieu of planned, systemic behavioral interventions, the use of emergency interventions, CONTRACTOR shall immediately complete a BER when an emergency intervention is used on an LEA student. The use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. CONTRACTOR shall immediately complete and maintain in the file of an LEA student, and submitted to LEA within twenty-four (24) hours for administrative action. Each BER shall include all of the following: (1) the name and age of the LEA student, (2) the setting and location of the incident; (3) the name of the staff or other persons involved; (4) a description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) details of any injuries sustained by an LEA student or others, including staff, as a result of the incident.

If an emergency intervention is used, CONTRACTOR shall notify the LEA, Parent, guardian, and residential care provider, if appropriate, within twenty-four (24) hours via telephone. In addition, CONTRACTOR shall submit a copy of the BER to the LEA within twenty-four (24) hours.

In the event that an IEP meeting is required pursuant to 56251.1, the Contractor will coordinate with the LEA in the scheduling of the IEP.

Consistent with the requirements of California Education Code section 56521.1(h), if a BER is written regarding an LEA student who has a BIP, the behavior emergency involves a previously unseen serious behavior problem, or where a previously designed behavior intervention is ineffective, the LEA student shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the student's BIP. CONTRACTOR shall immediately notify LEA via telephone of any severe or increasingly frequent behavior problem, any emergency intervention in response to a previously unseen serious behavior problem, or where a previously designed behavior intervention is ineffective, that may require an IEP team meeting.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay

for the following interventions, or any other interventions similar to or like the following:

(1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

CONTRACTOR shall review and revise all restraint practices when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above. LEA may require a review of restraint practices at any time, including but not limited to, in response to an emergency intervention report via telephone, in response to observations or audit by LEA staff, in response to a parent's concern, or in response to BERs forwarded to LEA for administrative action.

BEHAVIOR INTERVENTION REPORTING: Twice annually, CONTRACTOR shall certify to LEA that (a) CONTRACTOR has reviewed the BERs for each LEA student in conjunction with that student's IEP and BIP; (b) Staff are trained to implement each LEA student's BIP, including approved or prohibited restraint techniques for each student; (c) emergency interventions have only been used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to LEA students or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior; and (d) BERs have been properly completed and forwarded to LEA as required by this Contract.

Failure to comply with any of the requirements of Paragraph 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Contract.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with State and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915. (Ed. Code § 49006.)

When CONTRACTOR seeks to remove a LEA student from the student's current educational placement for disciplinary reasons, CONTRACTOR shall immediately (within 24 hours) submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name, grade,

race, ethnicity, and gender; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day after the decision is made to suspend the student for more than ten (10) school days or recommend expulsion of the student. LEA shall notify and invite CONTRACTOR representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

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

If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of the student's IEP team. Except as otherwise provided in the Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Contract, the Parent, CONTRACTOR or LEA may request a review of the LEA student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, CONTRACTOR, LEA, and Parent in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR, LEA, and Parent. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation regarding the student's progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA Procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Contract.

It is understood that CONTRACTOR shall utilize the LEA approved electronic IEP system for all IEP planning and progress reporting at LEA's discretion. LEA may provide training for any CONTRACTOR to ensure access to the approved system. CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a LEA student disenrolls from the NPS/A, the CONTRACTOR shall discontinue use of the approved system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Contract, may only be made on the basis of revisions to the student's IEP. In the event that CONTRACTOR believes a LEA student requires a change of placement, CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. A LEA student is entitled to remain in the last agreed upon and implemented placement unless Parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415(k)(4) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under

the Individuals with Disabilities Education Act pursuant to 20 U.S.C. sections 1414-1482 and 34 C.F.R. sections 300.1-300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). LEA shall annually notify CONTRACTOR who LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by LEA any time after the completion of the student's second year of high school, CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy, California Education Code section 231.5; (4) Title IX Student Grievance Procedure pursuant to Title 34 of the Code of Federal Regulations sections 106.8 and 106.9; (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 *et seq.* CONTRACTOR shall include verification of these procedures to LEA. CONTRACTOR shall immediately (within 24 hours) notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents, with a concurrent copy sent to LEA, at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at CONTRACTOR's place of business.

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

CONTRACTOR shall complete academic or other evaluations of the LEA student at least ten (10) days

prior to the student's IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by State and federal laws and regulations and pursuant to LEA Procedures, and/or LEA practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team at least five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation, such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

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

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

CONTRACTOR shall not charge a LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any evaluations conducted in order to obtain present levels of performance, interviews, and/or attendance at any meetings. It is understood that all billable hours are limited to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the student's record and shall be made available to LEA upon written request.

37. TRANSCRIPTS

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

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM NPS/A

CONTRACTOR shall immediately report to LEA via telephone (within 24 hours) and in writing to LEA within five (5) business days when a LEA student is withdrawn from school and/or services without prior notice. This includes but is not limited to a LEA student's change of residence to a residence outside of LEA boundaries, and LEA student's discharge against professional advice from a NPS and/or residential

treatment center ("RTC"). CONTRACTOR shall assist LEA to verify potential dropouts three (3) times per year.

40. PARENT ACCESS

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

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

CONTRACTOR shall notify LEA in writing immediately (within 24 hours) of all problems and/or concerns reported to parents, both verbal and written.

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 48853, 56155 *et seq.*, 56366(a)(2)(C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and as set forth in LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000 *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 *et seq.*, regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

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

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

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

special education and related services and designated instruction and related services to students under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

42. STATE MEAL MANDATE

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

43. MONITORING

When CONTRACTOR is a NPS, the CONTRACTOR shall grant LEA, and/or LEA's designee access to its facilities for the purpose of conducting onsite visits in accordance with Education Code section 56366.1, subdivision (e)(3). The NPS shall, at minimum, grant access for at least one annual onsite monitoring visit. In addition, if the LEA does not currently have a student enrolled in the NPS, the NPS shall grant access for an onsite visit prior to the placement of any student. For each onsite visit, the NPS will ensure that the LEA or its designees is granted access sufficient for an observation of each LEA student, and a walkthrough of the facility.

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

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

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

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

If CONTRACTOR is a NPS or RTC:

When CONTRACTOR is an NPS or RTC, CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. In addition, if CONTRACTOR is located outside of California, then the CONTRACTOR shall also obtain clearance from its state's department of justice. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with LEA students until CDOJ, its state's DOJ and FBI clearance are obtained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless, despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). CONTRACTOR shall certify to LEA that CONTRACTOR'S employees, volunteers, and subcontractors have successful background checks and CONTRACTOR enrolled in subsequent arrest notification service for all employees, volunteers, and subcontractors who may come into contact with LEA students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, employee, volunteer, and subcontractor of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a

high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving a LEA student shall be certified or licensed by that state where it is located to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the Sacramento County Superintendent of Schools. CONTRACTOR shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any LEA student.

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

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

CONTRACTOR shall identify to LEA any employee (or CONTRACTOR, if CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving California State Teachers' Retirement System ("CalSTRS") benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the employee and LEA the actual amounts paid to the individual for services rendered under this Contract, with LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation, including but not limited to Education Code section 22461.

47. STAFF ABSENCE

When CONTRACTOR is a NPS and a LEA student's classroom teacher is absent, CONTRACTOR shall

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

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a LEA student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

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

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

For services provided on a public school campus, CONTRACTOR shall comply with California Penal Code section 627.1 *et seq.*, as well as all other LEA Procedures and school campus-specific policies and procedures regarding visitors to/on school campuses. Such LEA Procedures shall be made available to the CONTRACTOR upon request. It is understood that the LEA public school credentialed classroom teacher is responsible for the instructional program, and all NPA service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause to terminate this Contract.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall also be immediately (within 24 hours) reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, State, and local, and laws, regulations, ordinances, policies, and procedures, and LEA Procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et seq.*, 49406, and Health and Safety Code section 121545(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA

documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a LEA student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030 *et seq.* and Cal/OSHA's Bloodborne Pathogens Standards, Title 8 of the California Code of Regulations section 5193, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

CONTRACTOR shall comply with any and all local, federal, and/or state guidelines and/or regulations regarding workplace health and safety, including but not limited to any guidelines or regulations regarding the COVID-19 pandemic, and CONTRACTOR shall be solely responsible for implementing any and all requirements imposed by such local, federal, and/or state guidelines and/or regulations. CONTRACTOR acknowledges and agrees that LEA, at its sole discretion, may impose additional requirements on all CONTRACTORS and their employees and/or subcontractors while they are present on LEA sites and/or property or during any interactions with LEA staff and students as required to comply with applicable regulations related to workplace health and safety and/or to further LEA's efforts to provide a safe environment on its property. CONTRACTOR will, at its own cost and expense, review, follow, implement, and monitor safety and health measures as part of LEA's health and safety plans, policies and procedures and/or local, federal and/or state guidelines and regulations, including but not limited to vaccinations, testing, social distancing, face coverings, and sanitation.

CONTRACTOR's responsibility for the Clearance Requirements identified in Section 44 of the Contract extends to all of its employees, subcontractors, volunteers, employees of subcontractors, and anyone acting on behalf of CONTRACTOR who comes into contact with LEA students and/or staff regardless of whether they are designated as employees or as acting as independent contractors of the CONTRACTOR.

CONTRACTOR recognizes that there is presently an element of risk of COVID-19 or other related or similar pandemics transmission inherent in visiting public spaces, such as LEA's facilities and grounds, and/or engaging in activities, gatherings, or events with or within proximity of others, including, without limitation, accident, personal or bodily injury, illness, viral or bacterial exposure or infection, and/or death, and that engaging in such activities may be dangerous. CONTRACTOR agrees that LEA cannot ensure the safety of CONTRACTOR or any of its employees, subcontractors, volunteers, employees of subcontractors, or anyone acting on behalf of CONTRACTOR from the risks of COVID-19 or other related or similar pandemics. CONTRACTOR has reviewed and understands the risks reflected in the local, state, and federal alerts, guidelines, and regulations. CONTRACTOR assumes all risks, known and unknown to it, its employees, subcontractors, volunteers, employees of subcontractors, or anyone acting on behalf of CONTRACTOR arising from CONTRACTOR's provision of services pursuant to this Contract, including risks related to COVID-19. CONTRACTOR assumes full responsibility for any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses incurred by CONTRACTOR, CONTRACTOR's employees, subcontractors, volunteers, employees of subcontractors, or anyone acting on behalf of CONTRACTOR arising from CONTRACTOR's provision of services pursuant to this Contract.

Pursuant to the indemnification requirements in this Contract, CONTRACTOR shall indemnify, hold harmless, and defend LEA from any damage, harm, or claim arising from CONTRACTOR's compliance or lack of compliance, with the requirements set forth herein. Additionally, if CONTRACTOR does not comply with any requirement set forth in this Contract, then LEA may terminate this Contract immediately, and CONTRACTOR shall be solely responsible for any and all associated costs, harm, or damage, incurred by LEA related to this breach.

In the event any provision or part of this section is found to be invalid or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in anyway and shall continue on with full force and effect.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, State, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. During the duration of this Contract, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, State, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Contract by LEA.

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

51. ADMINISTRATION OF MEDICATION

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

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to and as specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and Education Code 44691. In addition, CONTRACTOR is to read and become familiar with the District's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4.). To protect the privacy rights of all parties involved

(i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement from CONTRACTOR acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA before execution of this Contract and upon subsequent request from LEA.

In the event there is a suspicion of abuse conducted by anyone (students, staff, contractor or others) on or off campus, CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff.

CONTRACTOR is also to confidentially notify LEA, Special Education Director and CONTRACTOR is to cooperate with any investigation conducted by LEA in connection with such report.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and State law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all of its staff members, including volunteers, independent contractors and subcontractors, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370 *et seq.* A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA by CONTRACTOR before execution of this Contract and in response to subsequent requests by LEA. The written statement shall be submitted as specified by LEA.

FINANCIAL

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

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

CONTRACTOR shall comply with all LEA Procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments to CONTRACTOR by LEA shall be made in accordance with the terms and conditions of this Contract and in compliance with LEA Procedures, and governed by all applicable federal and State laws. If CONTRACTOR is a NPS, CONTRACTOR shall ensure that the NPS's enrollment procedures include verification of required immunizations (including but not limited to the adolescent pertussis booster vaccination (Tdap) for all students entering the seventh grade).

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

(5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: type of service provided; month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service and the individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/A administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up sessions consistent with this Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name of each LEA student for whom the service was provided. In the event services were not provided, each invoice shall include the rationale for why the services were not provided.

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366.5(a); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA

within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Paragraph 15 of this Contract. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

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

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

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

After sixty (60) business days: Disagreements between LEA and CONTRACTOR concerning the Contract shall be mediated with both parties paying their own costs for the mediation.

58. PAYMENT FROM OUTSIDE AGENCIES

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

for special education and related services, it shall first provide written notice to the LEA Student's Parents, with a copy to the LEA, as required by Title 34 of the Code of Federal Regulations section 300.154(d). CONTRACTOR shall also provide notice under Title 34 of the Code of Federal Regulations section 300.154(d) prior to seeking payment from Medi-Cal for the first time and annually.

PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

59. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EXTRAORDINARY CONDITIONS

The following shall apply in the event of a LEA or NPS school closure due to an emergency, in accordance with Education Code Sections 41422 and 46392:

- a. If CONTRACTOR is authorized to remain open during any of the extraordinary conditions specified in Education Code section 41422 and serves LEA students appropriately pursuant to this Contract, CONTRACTOR shall receive payment, regardless of whether LEA is open or closed.
- b. If CONTRACTOR is closed due to any of the extraordinary conditions specified in Education Code section 41422, and LEA is able to obtain alternative placement for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR's NPS closure. If LEA is unable to obtain an alternative placement for the LEA student, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in regular attendance, until an alternative placement can be found, so long as CONTRACTOR complies with Section 60(d), below.
- c. If both LEA and CONTRACTOR are closed due to any of the extraordinary conditions specified under Education Code section 41422, on the days LEA is funded, CONTRACTOR shall receive payment consistent with the LEA student's ISA, until an alternative placement for the LEA student can be found so long as CONTRACTOR complies with Section 60(d), below. If LEA is able to obtain an alternative placement for the LEA student, CONTRACTOR shall not receive payment for the days the student is not in attendance due to CONTRACTOR'S NPS closure. \
- d. CONTRACTOR shall, in the event of school closures due to any of the extraordinary conditions specified under Education Code section 41422, implement the LEA student's IEP in accordance with Education Code 56345(a)(9) pertaining to emergency conditions and continue implementing ISAs for enrolled LEA students. CONTRACTOR shall ensure its LEA students have reliable internet accessibility as well as the physical technology (i.e. Chromebooks, i-Pad, hot-spots etc.) as required to access and participate in the educational program. .
- e. In the event of CONTRACTOR'S closure due to any of the extraordinary conditions specified under Education Code section 41422, LEA reserves the right to withhold payment to CONTRACTOR for instruction and services not rendered pursuant to an LEA student's ISA, consistent with Section 59.
- f. When a CONTRACTOR's closure due to extraordinary conditions specified under Education Code section 41422 is lifted, CONTRACTOR shall notify LEA of any lost instructional minutes for any LEA student. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

60. INSPECTION AND AUDIT

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to those documents identified in Paragraph 9 of this Contract. CONTRACTOR shall also make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR (to be specified

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

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

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

61. RATE SCHEDULE

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

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

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

Any NPS or RTC requesting a change in rate for any services provided during a subsequent contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the LEA's Quality On-Site NPS Review Rubric.

62. DEBARMENT CERTIFICATION

By signing this Contract, CONTRACTOR certifies that:

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

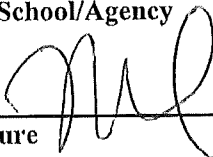
The Parties hereto have executed this Contract by and through their duly authorized agents or representatives. This Contract is effective on the 1st day of July, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

CONTRACTOR

LEA

New Mediscan II LLC Dba Cross Country Education
Nonpublic School/Agency

LEA Name

By:  7/1/22
 Signature Date

By: _____
 Signature Date

Mihai Spiegel
 Name and Title of Authorized Representative

 Name and Title of Authorized Representative

Notices to LEA shall be addressed to		
Name and Title:		
LEA:		
Address:		
City:	State:	Zip:
Phone:	Fax:	
Email:		

Additional LEA Notification (Required if completed)		
Name and Title:		
Address:		
City:	State:	Zip:
Phone:	Fax:	
Email:		

Notices to CONTRACTOR shall be addressed to:		
Name and Title: New Mediscan II LLC Dba Cross Country Education		
NPS/A: Cross Country Education		
Address: 21820 Burbank Blvd		
City: Woodland Hills	State: CA	Zip: 91367
Phone: 800-369-1438	Fax:	
Email: smiddendorf@crosscountry.com		

EXHIBIT A: 2022-2023 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: New Mediscan II LLC Dba Cross Country Education

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: \$45,000

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: _____

- 2) Inclusive Education Program
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)
 DAILY RATE: _____

- 3) Related Services: _____

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>Sped teacher \$75-95/hour</u>	_____
<u>Language and Speech (415)</u>	<u>SLP \$100-125/hour</u> <u>SLPA \$60-70/hour</u>	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	<u>RN \$75-90/hour</u>	_____
<u>Health and Nursing: Other Services (436)</u>	<u>CNA \$35-45/hour</u> <u>LVN \$50-65/hour</u>	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	<u>OT \$100-125/hour</u> <u>COTA \$60-70/hour</u>	_____
<u>Physical Therapy (460)</u>	<u>\$90-115/hour</u>	_____
<u>Individual Counseling (510)</u>	<u>\$70-85/hour</u>	_____
<u>Counseling and Guidance (515)</u>	<u>\$70-85/hour</u>	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	<u>\$95-115/hour</u>	_____
<u>Psychological Services (530)</u>	<u>\$110-130/hour</u>	_____
<u>Behavior Intervention Services (535)</u>	<u>BII \$40-55/hour</u>	_____

Para \$35-45/hour

<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u>_____</u>	<u>_____</u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u>_____</u>	<u>_____</u>
<u>Interpreter Services (715)</u>	<u>_____</u>	<u>_____</u>
<u>Audiological Services (720)</u>	<u>_____</u>	<u>_____</u>
<u>Specialized Vision Services (725)</u>	<u>_____</u>	<u>_____</u>
<u>Orientation and Mobility (730)</u>	<u>_____</u>	<u>_____</u>
<u>Specialized Orthopedic Services (740)</u>	<u>_____</u>	<u>_____</u>
<u>Reader Services (745)</u>	<u>_____</u>	<u>_____</u>
<u>Transcription Services (755)</u>	<u>_____</u>	<u>_____</u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u>_____</u>	<u>_____</u>
<u>College Awareness (820)</u>	<u>_____</u>	<u>_____</u>
<u>Work Experience Education (850)</u>	<u>_____</u>	<u>_____</u>
<u>Job Coaching (855)</u>	<u>_____</u>	<u>_____</u>
<u>Mentoring (860)</u>	<u>_____</u>	<u>_____</u>
<u>Travel Training (870)</u>	<u>_____</u>	<u>_____</u>
<u>Other Transition Services (890)</u>	<u>_____</u>	<u>_____</u>
<u>Transportation Services</u>	<u>_____</u>	<u>_____</u>
<u>Other (900)</u>	<u>_____</u>	<u>_____</u>

Please Provide Additional Cost Information (Mileage, IEP Attendance, Etc.):

<u>Description:</u>	<u>Rate:</u>	<u>Period:</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>



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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: _____

From: Victoria Turk, Principal

Item Number: 10.8

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

SUBJECT:

Request to Approve the Overnight Travel for Rio Vista High School Teachers, Maureen Reis and Tyler Yates, with 15 Rio Vista High School Students to Attend the FFA Leadership Conference in Ontario, California on March 14-19, 2023.

BACKGROUND:

The State Leadership Conference is sponsored by Future Farmers of America. The conference includes a college and career fair, leadership workshops, and FFA business sessions. It is attended by 6,000-7,000 FFA student leaders throughout the State of California.

STATUS:

Rio Vista High School requests Board approval for overnight travel to the FFA Leadership Conference on March 14-19 in Ontario, CA

PRESENTER:

Victoria Turk, Principal

OTHER PEOPLE WHO MIGHT BE PRESENT:

Rio Vista High School Teachers: Maureen Reis and Tyler Yates

COST AND FUNDING SOURCES:

Ag Incentive Grant, Discretionary Funds, Student Fundraising

RECOMMENDATION:

That the Board Approves the overnight travel for Maureen Reis, Tyler Yates, and 15 students to attend the FFA Conference in Ontario, California on March 14-19, 2023

Time allocated: 2 minutes



To: FFA Chapter Advisors
From: Charles Parker, State FFA Advisor
Subject: *95th Annual State Leadership Conference – March 16-19, 2023*

FFA Chapter Advisors,

This year FFA members from all corners of the state will convene in Ontario, March 16-19, 2023, for the 95th Annual State FFA Leadership Conference where student accomplishments will be celebrated. Those attending this student led program will hear from motivational speakers, take part in educational workshops, engage with industry and colleges in the career expo, visit agricultural business' through sponsored tours, and attend exciting sessions in the Toyota Arena.

For the latest information and most current schedule you are encouraged to visit calaged.org.

Timeline

December 1, 2022 – Early Registration and Hotel Reservations Opens

January 15, 2023 – Early Registration Closes

February 15, 2023 – School or cashier check payable to California Association FFA or a copy of a school purchase order to cover all registration fees. If mailing your forms, they must be postmarked by February 15, 2023, to be eligible for the early registration rate and mailed to: California FFA Center, State FFA Leadership Conference Registration, P.O. Box 460, Galt, CA 95632

Based on your registration, we commit to legal contracts for meals, materials, and facilities. Therefore, once you register online it is considered final and your chapter is financially liable. Information will be emailed in March regarding where and when to pick up registration materials at the conference site. Substitutions will be allowed. If you have any questions, do not hesitate to call.

It is our goal to provide a safe and educational activity. We will continue to monitor County and State Health Departments to ensure we are adhering to their recommendations. Any changes will be communicated to teachers of students registered to participate in the FFA activity.

Registration

Registration for the 2023 State FFA Leadership Conference will open December 1 for students, advisors, parents, industry partners, guests, etc.

Early Student Registration – Completed Prior to January 15

\$200 per student

\$ 25 Boswell donation student discount

\$ 10 COVID Mitigation carryover from 2022 State Conference

\$165 adjusted amount due per student with early registration prior to January

15

Early Participant Registration - Completed Prior to January 15

\$200 per participant (advisor, parent, or guest)

\$ 10 COVID Mitigation carryover from 2022 State Conference

\$190 adjusted amount due per participant (advisor, parent, or guest) with early registration prior to January 15

Regular Student Registration – Completed After January 15

\$225 per student

\$ 25 Boswell donation student discount

\$ 10 COVID Mitigation carryover from 2022 State Conference

\$190 adjusted amount due per student with regular registration after January

15

Regular Participant Registration – Completed After January 15

\$225 per participant (advisor, parent, or guest)

\$ 10 COVID Mitigation carryover from 2022 State Conference

\$215 adjusted amount due per participant (advisor, parent, or guest) with regular registration after January 15

Full Conference Registration Includes:

1. Credentials (required for all conference activities)
2. Conference T-Shirt
3. Access to Conference Program
4. Leadership Workshops
5. Career Expo
6. Tours
7. Entertainment

One-Day Registration

Once again in 2023 an option will be available to allow students to register for one day attendance. One-Day participants receive access to all conference activities for the day and a conference t-shirt.

One-Day Registration - \$75 per student.

Single Session Passes

New in 2023 will be single session passes. These passes are for parents of award finalists, state officer guests and special guests. Single session passes allow access to a single session only.

Single Session Passes - \$25 per person.

Administrator's Conference

The popular Administrator Conference will return with the State Leadership Conference in 2023. The conference is coordinated through the Agricultural Education Professional Development Contract. Registration and schedule will be provided as an update on calaged.org. For planning purposes, the conference will be held Thursday, March 16 and Friday, March 17.

The latest information on the following will be posted on calaged.org when available.

- Schedule
- Hotels
- Meal Vouchers
- Tours
- Leadership Workshops
- One-Day Registration
- Nominating Committee
- State Officer Candidates

Terms & Conditions

Please remember when you register your chapter for the 95th State FFA Leadership Conference you are agreeing to the following terms and conditions:

1. **Liability Waiver** - The California Association FFA is not directly responsible for students, advisors or chaperones attending events sanctioned by the state association. Local school districts and designated advisors/chaperones are responsible for the oversight and management of themselves and their students. Local management also includes securing proper insurance and medical waivers as designated by a chapter's local school board.

2. **Multimedia Recording and Usage Policy** – The California Association FFA staff and its designees may capture photos, video and other recordings of participants before, during and after events sanctioned by the state association. Please be aware that all recorded media may be used by the California Association of FFA in future print materials, online materials (including FFA websites and official social media accounts) signage, slideshows, podcasts, videos and other uses in physical and digital forms. Attendance at events sanctioned by the state association implies your consent to be photographed, videotaped and otherwise recorded for these purposes.

3. **Food Allergies Disclaimer** – Events sanctioned by the California Association FFA are activities that bring thousands of participants together in a number of activities and conferences throughout the state of California, under the supervision of their local school districts via their advisors and chaperones. All individuals with food allergies are responsible for taking necessary precautions to

protect their health. Due to the nature and location of various activities, the California Association of FFA cannot provide accommodations for food allergies or be held accountable for issues arising from food allergies.

Please reach out to either myself, the assistant state advisor or your regional supervisor should you have questions. See you in Ontario in March!

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: X

From: Tracy Barbieri, Director of Special Education

Item Number: 10.9

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

SUBJECT:

Request to Approve the Agreement with San Joaquin Delta Community College District to Provide Speech-Language Pathology Assistant (SLPA) Students for the 2022-2023 School Year.

BACKGROUND:

The San Joaquin Delta Community College District's Speech Language Pathology Assistant (SLPA) program prepares students with the tools and knowledge needed for clinical practice as Speech Language Pathology Assistants. SLPA students are required to meet certain recommendations and guidelines which includes experience in the field. San Joaquin Delta Community College District partners with districts for the mutual benefit of both the district and the SLPA student.

STATUS:

San Joaquin Delta Community College District will provide students from their SLPA program to assist the River Delta Unified School District's Speech Language Pathologist and provide SLPA services for our district students.

PRESENTER:

Tracy Barbieri, Director of Special Education

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: No cost to the district.

RECOMMENDATION:

That the Board approve the Agreement with San Joaquin Delta Community College District to Provide Speech-Language Pathology Assistant (SLPA) Students for the 2022-2023 School Year.

Time allocated: 2 minutes

AGREEMENT

SPEECH-LANGUAGE PATHOLOGY ASSISTANT

Field Experience and Use of Facilities

between

San Joaquin Delta Community College District

and

River Delta Unified School District

This AGREEMENT between **San Joaquin Delta Community College District** of San Joaquin County, hereinafter referred to as “**DISTRICT**”, and with **River Delta Unified School District**, under the laws of the State of California, hereinafter referred to as “**AGENCY**”. This contract shall be effective on the January 15, 2023, through June 30, 2028.

WHEREAS, the Board of Trustees have approved a Speech-Language Pathology Assistant Program at San Joaquin Delta Community College and such program requires field experience and the use of service facilities; and

WHEREAS, the American Speech-Language-Hearing Association has set forth recommendations and guidelines for the Speech-Language Pathology Assistants training to include field experience; and

WHEREAS, California law passed as AB 205 sets forth recommendations and guidelines for registering Speech-Language Pathology Assistants in accordance with standards set by the American Speech-Language-Hearing Association; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the DISTRICT’s Speech-Language Pathology Assistant Program use the service facilities of the AGENCY for their field experience,

NOW, THEREFORE, in consideration of the covenants, conditions, stipulations hereinafter expressed and in consideration of the mutual benefits to be derived there from, the parties hereto agree as follows:

I. AGENCY

The AGENCY has the following duties and obligations:

1. Provide service facilities for learning experiences therein for students enrolled in the Speech-Language Pathology Assistant Program of DISTRICT who are designated by DISTRICT for such experience at the AGENCY (the field experience for any one student shall cover such period of time as may be specified by DISTRICT).

2. Maintain service facilities in conformance with standards of the California State Board of Medical Examiners and the American Speech-Language-Hearing Association and permit inspection of its service facilities upon request by the American Speech-Language-Hearing Association and the State Board of Medical Examiners.
3. Provide staff members who hold a current Certificate of Clinical Competence in Speech-Language Pathology issued by the American Speech-Language-Hearing Association, the California State License issued by the State Board of Medical Quality Assurance and certified Speech Language Pathologists certified through the State Department of Education to supervise Speech-Language Pathology Assistant students.
4. Permit such field experience in Speech-Language Pathology Assistant training by such students, individually and in groups, in all services of AGENCY herein contracted for, such services and the number of students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
5. Provide given service areas in such a manner that there will be no conflict of learning opportunities among groups of students, and permit the district faculty and students access to these service facilities, according to prearranged scheduling.
6. Permit members of the Speech-Language Pathology, medical, educational, and other appropriate staff to participate as their time may permit in the field experience of the students and their learning experiences in the Speech-Language Pathology Assistant Program.
7. Permit the AGENCY'S Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the DISTRICT'S Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the field experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
8. Reserve the right after consultation with the DISTRICT, to refuse to accept for further Speech-Language Pathology Assistant Program field experience any of the college students who in AGENCY'S judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of students from the program.

II. DISTRICT

The DISTRICT has the following duties and obligations:

1. Designate the students enrolled in the Speech-Language Pathology Assistant Program of DISTRICT to be assigned for field experience in Speech-Language Pathology areas of AGENCY in such numbers as are mutually agreed to by both parties.
2. Supervise, in cooperation with the AGENCY supervisor, all instruction and learning experience and field experience given at AGENCY to the students so designated and provide faculty to supervise the field experience and learning experience given to them at AGENCY, provided however, that the responsibility for service to the client remain with the AGENCY.
3. Keep academic and field experience records of students participating in said program.
4. Provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library material and audiovisual equipment and supplies which are not customarily available in the AGENCY for the Speech-Language Pathology Assistant field experience.
5. Be responsible for the supervision and control of the students in the activities of their field experience under the general supervision and delivery of service framework of AGENCY.
6. Agree that the students shall be subject to requirements and restrictions specified jointly by representatives of DISTRICT and AGENCY, and subject to AGENCY'S rules and regulations governing conduct, copies of which shall be provided in advance to DISTRICT by AGENCY.
7. Be responsible for liability insurance, releases, and such other protective measures as AGENCY and DISTRICT mutually agree to be necessary.
8. Require DISTRICT'S Speech-Language Assistant Program faculty to obtain the approval of AGENCY'S Director of Speech-Language Pathology in advance of:
 - a. Student Speech-Language Pathology Assistant schedules.
 - b. Placement of students in field experience assignments.
 - c. Changes in field experience assignments.
9. In consultation and coordination and with the approval of the AGENCY'S Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant field experience to be provided to students under this agreement.

10. In consultation and coordination with the AGENCY'S Director of Speech-Language Pathology arrange for periodic conferences between appropriate representatives of the DISTRICT and AGENCY to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.
11. The AGENCY may require students to provide personal information such as a background clearance in accordance with Assembly Bill 1610 and Education Code 45125, and pass a tuberculosis examination or provide certification that they are free of communicable tuberculosis in accordance with Education Code 49406 prior to the start of the fieldwork program.

III. GENERAL CONDITIONS

1. Speech-Language Pathology Assistant students and faculty assigned by DISTRICT for field experience to AGENCY will not be, in any sense, employees of AGENCY. They will be there for the limited purposes expressed in this Agreement. The parties agree that the AGENCY shall have no monetary obligation to DISTRICT, to Speech-Language Pathology Assistant students or to Speech-Language Pathology Assistant Faculty.
2. Recognizing the risk to AGENCY when it permits its facilities to be used for field experience and in consideration of the training opportunity for students provided by AGENCY, DISTRICT hereby assumes the risk of injury to the persons or property of students and faculty while on the premises of AGENCY or participating in field experience under this Agreement and to third persons or their property as the result of the acts or omissions of students and/or faculty.
3. DISTRICT will indemnify and hold AGENCY harmless from any and all claims and causes of actions which students or faculty may have or assert against AGENCY on accounts of illness, injuries to their persons or injuries to their property while on the premises of AGENCY or participating in field experience under this Agreement, except those caused by the wrongful or negligent acts or omissions of AGENCY, its officers, employees or agents.
4. DISTRICT will indemnify and hold AGENCY harmless from any and all claims and causes of action which third parties may have or assert against AGENCY on account of injuries to their persons or property as the result in whole or in part of the acts or omissions of students and/or faculty. AGENCY shall indemnify and hold DISTRICT harmless from any and all claims and causes of action which third parties may have or assert against DISTRICT on account of injuries or loss to their person or property as the result whole or in part of the acts or omissions of AGENCY employees, agents, or representatives.

5. District will obtain insurance coverage, insuring its obligations under this section, with limits of at least \$1,000,000 for injuries to any one person, and \$2,000,000 for injuries to more than one person, arising out of the same occurrence, and \$1,000,000 for property damages, such insurance to be evidenced by certificate of insurance, policy rider, or other means acceptable to the parties hereto.
6. It is understood by the parties to this Agreement that the AGENCY remains responsible for client care at all times.
7. This contract may be modified by mutual agreement of the parties involved by giving thirty (30) days written notice.
8. This Agreement may be terminated by either party six (6) months prior to commencement of each academic year with notice in writing sent by registered mail as follows:

AGENCY: Tracy Barbieri
Director of Special Education
River Delta Unified School District
445 Montezuma Street
Rio Vista, California 94571
Cell Phone: (707) 416-6224

DISTRICT: Lisa Lucchesi
Acting Dean of Health & Fitness Division
San Joaquin Delta Community College
5151 Pacific Avenue
Stockton, CA 95207-6370
(209) 954-5454
lisa.lucchesi@deltacollege.edu

Dr. Benjamin Reece
Speech-Language Pathology A Program
San Joaquin Delta Community College
5151 Pacific Avenue
Stockton, CA 95207-6370
benjamin.reece@deltacollege.edu

IN WITNESS THEREOF, the parties hereto have executed this contract the day and year written below.

San Joaquin Delta Community College District

By _____ Date _____
Authorized Signer

Authorized Signer Name and Title

River Delta Unified School District

By _____ Date _____
Authorized Signer

Authorized Signer Name and Title

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: X

From: Nancy Vielhauer, Assistant Superintendent of Educational Services Item Number:

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

SUBJECT:

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)

BACKGROUND:

Signal Vine is a text messaging platform that is specifically designed for Adult Education communication to help increase engagement and retention, especially for those students who are not available during normal business hours and may have limited internet access.

STATUS:

Wind River Adult Education requests that the River Delta Unified School District's Board of Trustees approve the contract for Signal Vine.

PRESENTER:

Nancy Vielhauer, Assistant Superintendent of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

\$5,500 paid from Wind River Adult Education funds.

RECOMMENDATION:

That the Board Approve the Agreement for Services with Signal Vine to Provide Communication and Engagement with Adult Students for Wind River High School (Adult Education)

Time allocated: 2 minutes

WORK ORDER

NUMBER: 02

Work Order Effective Date: 2/2/2023

THIS WORK ORDER is tendered subject to the terms of the Text Messaging Platform License Agreement between Signal Vine, Inc. (“Vendor”) and Wind River Adult School (“Customer”) dated 3/15/2022 (the “Agreement”). The Customer’s execution of this Work Order indicates that Customer has read, understood, and accepted that the terms of the Agreement are hereby incorporated into this Work Order. The terms of this Work Order, when duly accepted, shall control if there is a conflict with the terms of the Agreement.

See “Description of Service” for a description of the services provided through the license agreement.

LICENSED PROGRAM: “Signal Vine Text Messaging Plattform” SV Messaging

TERM: This Work Order and the license granted hereunder shall commence as of the Work Order Start Date and shall terminate on the Work Order End Date. Unless the Work Order is effectuated by both Parties, the pricing included in this Work Order expires after the Price Expiration Date.

Term	Work Order Start Date	Work Order End Date	Price Expiration Date
12 Months	3/15/2023	3/14/2024	2/21/2023

CONTACT INFORMATION:

<u>Customer Contact</u>		<u>Billing Contact</u>	
Name	Chandra Drury	Name	Nancy Vielhauer
Address	500 Elm Way Rio Vista, CA 94571	Address (If Different)	
Email	cdrury@rdusd.org	Email	nvielhauer@rdusd.org
Phone	707-374-1719	Phone	707-374-1729
Title	Administrator	Purchase Order #	

<u>Signal Vine Contact</u>	
Name	Kate Brinson
Address	811 N. Royal Street Alexandria, VA 22314
Email	kbrinson@moderncampus.com
Phone	805-484-9400 #300

SALES TAX:

Customer is exempt from having to pay sales tax (Y/N):

(If yes, customer must provide the state issued exemption certificate to accounting@signalvine.com)

<u>Item</u>	<u>Description of Service</u>	<u>Price</u>
Platform Implementation – Standard (One-Time Fee)	Included in the Platform Implementation – Standard: <u>Implementation & Onboarding</u> <ul style="list-style-type: none"> • Dedicated Implementation Manager during onboarding • One kickoff meeting with Implementation Manager & Team • Signal Vine® Implementation Guide • Custom configuration of Platform • Technical support for data integration(s) • One platform structure and data meeting • One introductory message structure meeting <u>Training</u> <ul style="list-style-type: none"> • One training meeting for Administrators & Counselors • One additional training or implementation meeting 	N/A
Signal Vine® Text Messaging Platform (Subscription)	Included in the Signal Vine® Texting Messaging Platform: <ul style="list-style-type: none"> • Up to 5 active Programs in Platform • Unlimited SMS/MMS messages to a maximum of 2,500 Contacts • Unlimited Users • Unlimited data storage • Unlimited local and/or toll-free 10-digit number(s) • Virtual Advisor Chatbot(s) 	\$5,500
Platform Support - Standard (Subscription)	Included in the Platform Support - Standard: <u>Technical Support</u> <ul style="list-style-type: none"> • Dedicated Account Manager • Email and phone support from Signal Vine® Customer Success team • Semi-annual utilization and success meetings with Account Manager • 72-hour delivery of content modification and data update requests • New program creation on the Platform within 5 business days • Mobile carrier & messaging compliance (<i>10DLC and Campaign Registry</i>) <u>Training</u> <ul style="list-style-type: none"> • Monthly user and administrator trainings • Webinars to optimize communication to increase student engagement • Signal Vine® Knowledge Base • Unlimited user access to the Signal Vine® customer community, <i>The Vine</i> <u>Reporting & Analytics</u> <ul style="list-style-type: none"> • Analytics dashboard in Platform (contact, message, and user data) • <i>Voice of the Student</i>® report delivered semi-annually (2 reports/year) • Standard message export(s) with predefined fields monthly 	Included
Total Price		\$5,500

PAYMENT SCHEDULE:

Invoice 1: Full Payment due within 30 days of signing

[Signature page follows]

WHEREFORE, the Parties, intending to be bound hereby, have caused this Work Order to be executed by their authorized representatives.

VENDOR: Signal Vine, Inc. By: _____ Name: _____ Title: _____ Date: _____	CUSTOMER: Wind River Adult School By: _____ Name: _____ Title: _____ Date: _____
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**BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT**

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: X

From: Nancy Vielhauer, Asst. Superintendent of Education Services

Item Number: 10.11

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

SUBJECT:

Request to approve the Independent Contract for Services Agreement with Sara Garcia-Rodriguez to provide folklorico dancing lessons at the Beyond the Bell After School Program at Bates Elementary School for the 2022-2023 school year.

BACKGROUND:

Sara Garcia-Rodriguez is an accomplished folklorico dancer and instructor who is willing to teach folklorico dancing to students that attend the Beyond the Bell After School Program at the Bates Elementary.

STATUS:

The Beyond the Bell After School Program at Bates Elementary School would like to contract with Ms. Garcia-Rodrigues to teach the students folklorico dancing. The students will perform dances for their parents.

PRESENTER:

Nancy Vielhauer, Assistant Superintendent of Education Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

Lucia Becerra, Coordinator of the RDUSD After School Program

COST AND FUNDING SOURCES:

Not to exceed \$738. paid by After School Education & Safety (ASES) Program Funds

RECOMMENDATION:

That the Board approves the Independent Contract for Services Agreement with Sara Garcia-Rodriguez to provide folklorico dancing lessons at the Beyond the Bell After School Program at Bates Elementary School for the 2022-2023 school year at a cost not to exceed \$738.

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 Sara Garcia-Rodriguez, 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 March 1, 2023 through May 12, 2023. Extension or renewal requires approval of DISTRICT or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT or authorized representative.

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

2. **CONSULTANT SERVICES:** CONSULTANT agrees to perform, during the term of this agreement, the tasks obligations and services detailed as follows: To teach folklorico dance classes to students at Bates Beyond the Bell after school program

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

~~\$18.00~~ per 41 day ___ week ___ month ___ year or per X hour

OR

for a total cost not to exceed \$ 738.00

In the event the CONSULTANT is required to travel outside Solano, Yolo or Sacramento Counties at the request of the DISTRICT, it is agreed that actual and necessary expenses incurred while performing such services shall be reimbursed. All payments will be based on invoices submitted to DISTRICT by CONSULTANT and approved by DISTRICT'S authorized representative. The CONSULTANT shall provide an itemization of costs on submitted invoice.

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

Independent Contractor Agreement

Page 2

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

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

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:

Sara Garcia-Rodriguez 02/06/1013
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]
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.

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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

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

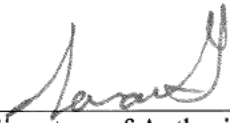
To the fullest extent permitted by law, Sara Garcia-Rodriguez, (Contractor/Consultant) agrees to defend, indemnify, hold harmless and waive all rights of 9+subrogation against River Delta Joint Unified School District, its Board of Trustees, officers, agents and employees (collectively the "District") 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

02/06/2023

Date Signed

Sara Garcia-Rodriguez

Typed/Printed Name of Authorized Representative

Company Name

Address, Email & Phone: 

1/14/08

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

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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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

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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Bates School
Clarksburg Elementary

Isleton School
Riverview School
River Delta High/Elementary School

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

Delta High School
Rio Vista High School
Delta Elementary Charter School

Wind River School
Mokelumne High School

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


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

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

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

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

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



 Signature of Authorized Representative

 Date Signed

Sara Garcia-Rodriguez

 Typed/Printed Name of Authorized Representative

 Company Name

Address, Email & Phone: _____



Creating Excellence To Ensure That All Students Learn

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



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

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

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

10. Description of Duties: To teach folklorico dance classes to students at Bates Beyond the Bell after school program.

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.

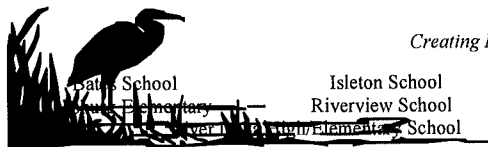
This determination is a public record and shall be retained for public inspection in the same manner and location as the District's Conflict of Interest Code Form 700s.

Katherine Wright, Superintendent

Date

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

RIVER DELTA UNIFIED SCHOOL DISTRICT



Creating Excellence To Ensure That All Students Learn

Bates School

Isleton School

Walnut Grove School

Delta High School

Wind River School

Delta Elementary

Riverview School

D.H. White Elementary

Rio Vista High School

Mokelumne High School

Delta Community Day School

River Delta Community Day School.....Delta Elementary Charter School

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: _____

From: Dr. MJ Kiwan Gómez, Principal Bates Elementary

Item Number: 10.12

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

SUBJECT:

Request to Approve the Overnight Field Trip for Bates Elementary School 6th Grade Students to Attend the Sly Park Environmental Science Camp from April 10 through April 14, 2023

BACKGROUND:

Every year students in the 6th grade attend the Sly Park Science Camp for hands-on environmental education. This educational opportunity is provided to our students through a partnership with the Sacramento County Office of Education. The students spend the week engaged in Environmental Education programs at Sly Park. This week-long field trip program that features the climbing wall, astronomy, the animal room, arts and crafts, and more! Lessons embedded with California and local history and geography, including Park Creek trails and the Native American Interpretive Center. Students will also participate in team-building activities that include hiking, shelter construction, and challenging activities.

STATUS:

Overnight travel for students requires Board approval.

PRESENTER:

Dr. MJ Kiwan Gómez

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Funded by Parent/Community Donations

RECOMMENDATION:

That the Board approves the 6th Grade Overnight Student Educational Science Camp to Sly Park for 15 students from Bates Elementary School from April 10 through April 14, 2023.

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: February 21, 2023

Attachments: _____

From: Gabino Perez, Principal

Item Number: 10.13

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

SUBJECT:

Request to Approve the Overnight Field Trip for Walnut Grove Elementary School 6th Grade Students to Attend the Sly Park Environmental Science Camp from March 20 through March 24, 2023

BACKGROUND:

Sly Park is offering its 5 day, 4-night stay at their science camp. This educational opportunity is provided to our students through a partnership with the Sacramento County Office of Education. The students spend the week engaged in Environmental Education programs at Sly Park. This week-long field trip program that features the climbing wall, astronomy, the animal room, arts and crafts, and more! Lessons embedded with California and local history and geography, including Park Creek trails and the Native American Interpretive Center. Students will also participate in team-building activities that include hiking, shelter construction, and challenging activities.

STATUS:

Overnight travel for students requires Board approval.

PRESENTER:

Gabino Perez, Walnut Grove Elementary School Principal

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

The cost is \$255 per person not to exceed a total amount of \$7,000. The 6th grade has raised this amount through fundraising opportunities and donations.

RECOMMENDATION:

That the Board approves the 6th grade students to have an overnight stay and attend Sly Park Science Camp from March 20 through March 24, 2023.

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: February 21, 2023

Attachments: _____

From: Katherine Wright, Superintendent

Item Number: 10.14

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

SUBJECT:

Donations

BACKGROUND:

Donations to Receive and Acknowledge:

Isleton Elementary School – 6th Grade Science Camp

McBoodery - \$500

Isleton Lions Club - \$500

Rio Vista High School – Joseph Turk Memorial Scholarship Fund

Danny & Delinda Bowers

Duncan & Julie McCormack

Tina Wingfield

Bates Elementary School – Presents for Each Bates Student

Bikers for Biliteracy

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: February 21, 2023

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 11

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

SUBJECT:

Request to Approve the First Reading of the Updated or New Board Policies, Administrative Regulation and or Exhibits Due to New Legislation or Mandated Language and Citation Revisions as of December 2022 and the Elimination of Board Policy 4218.1 Dismissal/Suspension/Disciplinary Action (Merit System).

BACKGROUND:

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

STATUS:

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

In addition to the December 2022 policies, the District has adopted Board Policy and Administrative Regulation 4218 Dismissal/Suspension/Disciplinary Action for classified employees in December of 2022. The District has not incorporated the merit system for classified employees and is requesting to delete Policy 4218.1

Dismissal/Suspension/Disciplinary Action (Merit System) from the CSBA platform.

These Board Policies, Administrative Regulations and Exhibits will be submitted for a second and final reading and approval at the March 14, 2023 Board meeting.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Jennifer Gaston, Recorder

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the first reading of these Board Policies, Administrative Regulations and Exhibits as submitted resulting from legislation effective prior to December 2022 and the Elimination of Board Policy 4218.1 Dismissal/Suspension/Disciplinary Action (Merit System).

Time allocated: 3 minutes

CSBA POLICY GUIDE SHEET

December 2022

Note: Descriptions below identify revisions made to CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts and county offices of education should review the sample materials and modify their own policies accordingly.

Board Policy 0430 - Comprehensive Local Plan for Special Education

Policy updated to reflect **NEW LAW (AB 181, 2022)** requiring the State Superintendent of Public Instruction to make publicly available the special education funding each local educational agency (LEA) generates for their Special Education Local Plan Area (SELPA), and for the SELPA, to report to member LEA's the amount of funding each LEA generates for the SELPA.

Administrative Regulation 0430 - Comprehensive Local Plan for Special Education

Regulation updated to reflect **NEW LAW (AB 181, 2022)** which extends the timeline for developing an annual assurances support plan to July 1, 2027. A template for the annual assurances support plan will be developed by CDE by July 1, 2026. Additional minor revisions as necessary for clarity.

Board Policy 0450 - Comprehensive Safety Plan

Policy updated to clarify language related to approval of the tactical response plan and add material regarding the district's requirement to provide data to the California Department of Education pertaining to lockdown or multi-option response drills conducted at district schools.

Administrative Regulation 0450 - Comprehensive Safety Plan

Regulation updated to reflect **NEW LAW (SB 906, 2022)** which requires, starting with the 2023-24 school year, districts to include in the annual notification to parents/guardians information related to the safe storage of firearms, and for certificated and classified employees of the district, and other school officials such as Governing Board members, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle school or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, to immediately report the threat or perceived threat to law enforcement. Regulation also updated to reflect **NEW LAW (AB 1352, 2021)** which authorizes districts to request the Military Department, in consultation with the California Cybersecurity Integration Center (Cal-CSIC), to perform an independent security assessment of the district or an individual district school and **NEW LAW (AB 2355, 2022)** which requires districts that experience a cyberattack, which impacts more than 500 students or personnel, to report the cyberattack to Cal-CSIC. Additionally, regulation updated to include in the optional list of comprehensive safety plan components (1) strategies aimed at preventing potential incidents involving crime and violence on school campuses, (2) provision of safety materials and emergency communications in language(s) understandable to parents/guardians, (3) procedures for the early identification and threat assessment of, and appropriate response to, suspicious and/or threatening digital media content, (4) district policy and/or plan related to pandemics, (5) communication with parents/guardians regarding unification plans and necessity of cooperating with first responders, and (6) continuity of operations procedures to ensure that the district's essential functions are not disrupted during an emergency, to the extent possible.

Board Policy 0460 - Local Control and Accountability Plan

Policy updated to reflect **NEW LAW (AB 181, 2022)** which states, by January 31, 2025, an Individuals with Disabilities Education Act (IDEA) Addendum adopted by the State Board of Education (SBE) shall be completed by districts which are identified by the California Department of Education (CDE) as needing an improvement plan. Additionally, policy is updated to reflect **NEW LAW (AB 181, 2022)** requiring the LCAP parent advisory committee to include at least a parent/guardian of currently enrolled students with disabilities. Policy also updated to reflect **NEW LAW (SB 997, 2022)** which requires, beginning July 1, 2024, districts serving middle or high school students to include two students as full members of the existing parent advisory committee or establish a student advisory committee to provide advice to the Board and the Superintendent or designee.

Administrative Regulation 0460 - Local Control and Accountability Plan

Regulation updated to reflect **NEW LAW (AB 181, 2022)**, which states Beginning July 1, 2025, if the district is identified by State Board of Education (SBE) as needing an improvement plan related to improvements in services for students with disabilities, the Board shall adopt, and update on an annual basis, an Individual with Disabilities Education Act (IDEA) Addendum, based on the template adopted by SBE.

Board Policy 3250 - Transportation Fees

Policy updated to reflect **NEW LAW (AB 181, 2022)** which exempts a student classified as unduplicated from paying a fee for transportation. The policy is also updated to include an optional waiver of transportation fees for any group of district students, at the recommendation of the Superintendent. Also, the provision regarding privacy moved from AR to BP.

Administrative Regulation 3250 - Transportation Fees

Regulation updated to add that bus passes shall be sold electronically, if available, and removed language related to income eligibility that is no longer relevant. Moved provision regarding privacy to the Board Policy and deleted it from Administrative Regulation.

Administrative Regulation 3260 - Fees and Charges

Regulation updated to reflect **NEW LAW (AB 181, 2022)** which prohibits charging the parent of an unduplicated student a fee for transportation, removed policy related to the sale or lease of personal computers or internet appliances because of the increased use of technology in the modern classroom, changed terminology from "homemaking" to "family and consumer sciences," and reflect **NEW LAW (AB 130, 2021)** which requires a district to provide a free breakfast and lunch daily to any student who requests a meal.

Board Policy 3460 - Financial Reports and Accountability

Policy updated to reflect the predictors of fiscal distress as identified by FCMAT in its 2019 "Indicators of Risk or Potential Insolvency." Updated policy also revised to reflect the law more clearly with respect to studies, reports, evaluations, and audits, that the County Superintendent of Schools is required or authorized to consider when reviewing a district's budget.

Administrative Regulation 3460 - Financial Reports and Accountability

Regulation updated to add a new section - "Lease Accounting," to reflect GASB Statement 87 which, starting June 15, 2021, changed the rules for the financial reporting of governmental entities' leases, including the rules for the recognition, measurement, and disclosure of such leases in financial statements.

Board Policy 3515 - Campus Security

Policy updated to include that the district regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure and the monitoring and response to suspicious and/or threatening digital media content. Policy also updated to reflect **NEW LAW (SB 906, 2022)** which requires certificated and classified employees of the district, and other school officials such as Governing Board members, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle school or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, to immediately report the threat or perceived threat to law enforcement. Additionally, policy also updated to include that anyone who receives or learns of a health or safety threat related to school or a school activity is encouraged to report the threat to a school or district administrator, and that school site council's be included with other stakeholders when identifying appropriate locations for the placement of surveillance cameras.

Administrative Regulation 3515 - Campus Security

Regulation updated to reflect **NEW LAW (AB 1352, 2021)** which authorizes districts to request the Military Department, in consultation with the California Cybersecurity Integration Center (Cal-CSIC), to perform an independent security assessment of the district or an individual district school, **NEW LAW (AB 2355, 2022)** which requires districts that experience a cyberattack, which impacts more than 500 students or personnel, to report the cyberattack to Cal-CSIC, and **NEW LAW (SB 906, 2022)** which requires certificated and classified employees of the district, and other school officials such as Governing Board members, whose

duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle school or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, to immediately report the threat or perceived threat to law enforcement. Regulation also updated to provide that monitoring suspicious and/or threatening digital media content be part of the campus security plan and included in strategies to detect and intervene with school crime.

Administrative Regulation 3516.2 - Bomb Threats

Regulation updated to reflect **NEW LAW (P.L. 117-159)** which requires the creation of a Federal Clearinghouse on School Safety Evidence-Based Practices to serve as a federal resource to identify and publish online practices and recommendations to improve school safety, and include that the district regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure and the monitoring and response to suspicious and/or threatening digital media content. Regulation also updated to move and amend material regarding staff training, include and align language with information provided by the U.S. Department of Homeland Security, and reflect **NEW LAW (SB 906, 2022)** which requires certificated and classified employees of the district, and other school officials such as Governing Board members, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle school or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, to immediately report the threat or perceived threat to law enforcement.

Board Policy 3540 - Transportation

Policy updated to reflect **NEW LAW (AB 181, 2022)** which authorizes a district to provide transportation services by way of a joint powers agreement, a cooperative student transportation program, or a consortium, and which requires, as a condition of apportionment, a district to adopt a transportation plan that describes the transportation services to be provided to certain student groups, as specified, by April 1, 2023 and update the plan annually by April 1.

Board Policy 5131.7 - Weapons and Dangerous Instruments

Policy updated to (1) expand the concept of district provided transportation, (2) reflect **NEW LAW (SB 906, 2022)** which requires certificated and classified employees of the district, and other school officials such as Governing Board members, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle school or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, to immediately report the threat or perceived threat to law enforcement, (3) move language regarding student suspension and expulsion in order to keep related content together, and (4) add language regarding staff training to align with staff responsibilities to report potential homicidal acts. Regulation also updated to add headings for the Options regarding tear gas or tear gas weapons, and to emphasize that for districts that allow students to bring tear gas or tear gas weapons to school, the student needs to either be accompanied by, or have the written consent, of a parent/guardian.

Administrative Regulation 5131.7 - Weapons and Dangerous Instruments

Regulation updated to expand the list of prohibited weapons and dangerous instruments to include additional items that are listed in law.

Administrative Regulation 5141.3 - Health Examinations

Regulation updated to reflect **NEW LAW (AB 2329)** which authorizes districts to enter into a memorandum of understanding with a nonprofit eye examination provider to provide eye examinations and eyeglasses to students at a school site. Regulation also updated to reflect **NEW LAW (SB 97)** which requires that beginning on or after January 1, 2023, districts make Type 1 diabetes materials developed by CDE available to parents/guardians when student is first enrolled in elementary school or as part of certain notifications. The first note was changed to a Cautionary Note and updated to clarify that the obligation to perform specified mandated activities is relieved any year that the Budget Act does not provide reimbursement.

Board Policy 5142 - Safety

Policy updated to reflect **NEW LAW (P.L. 117-159)** which requires the creation of a Federal Clearinghouse on School Safety Evidence-Based Practices to serve as a federal resource to identify and publish online

practices and recommendations to improve school safety, and include that the district regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure and the monitoring and response to suspicious and/or threatening digital media content.

Administrative Regulation 5142 - Safety

Regulation updated to reflect **NEW LAW (SB 906, 2022)** which requires certificated and classified employees of the district, and other school officials such as Governing Board members, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle school or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, to immediately report the threat or perceived threat to law enforcement, and add language regarding staff responsibilities and training to align with requirement to report potential homicidal acts. Regulation also updated to add language that anyone who receives or learns of a health or safety threat related to school or a school activity is encouraged to report the threat to a school or district administrator, reflect **NEW LAW (AB 2028, 2022)** which authorizes the Board of an elementary, intermediate, junior high, or high school to assist local law enforcement, nonprofit associations or organizations such as the Girls Scouts, Boys Scouts, and parent-teacher associations, and public agencies that provide safety instruction related to using electric, motorized, or nonmotorized bicycles and scooters, to provide such safety instruction to district students, and **NEW LAW (AB 1946, 2022)** which requires the Department of the California Highway Patrol to develop, and post on its web site, by September 1, 2023, statewide safety and training programs based on evidence-based practices for users of electric bicycles, including general riding safety, emergency maneuver skills, rules of the road, and laws pertaining to electric bicycles.

Administrative Regulation 5142.2 - Safe Routes to School Program

Regulation updated to reflect **NEW LAW (AB 2028, 2022)** which authorizes the Governing Board of an elementary, intermediate, junior high, or high school to provide time and facilities to specified agencies that offer bicycle, scooter, electric bicycle, motorized bicycle, or motorized scooter safety instruction, and **NEW LAW (AB 1946, 2022)** which requires the Department of the California Highway Patrol to develop, by September 1, 2023, statewide safety and training programs based on evidence-based practices for the use of electric bicycles, including general riding safety, emergency maneuver skills, rules of the road, and laws pertaining to electric bicycles.

Board Policy 5148.2 - Before/After School Programs

Policy updated to clarify that it applies to expanded learning opportunities beyond the regular school day, including before-school, after-school, summer, vacation, and/or intersessional programs and to reflect **NEW LAWS (AB 181, 2022 and AB 185, 2022)** which updates the Expanded Learning Opportunities (ELO) program requirements for the 2022-23 school year and forward. Detailed information regarding various program collaboration requirements moved to AR.

Administrative Regulation 5148.2 - Before/After School Programs

Regulation updated to include definitions of "offer access" and "provide access" in regard to Expanded Learning Opportunities (ELO) programs. Detailed information regarding program collaboration requirements moved to Regulation from BP. Regulation updated to reflect **NEW LAWS (AB 181, 2022 and AB 185, 2022)** which updates the ELO program requirements for the 2022-23 school year and forward, including requirements for the district to offer access to ELO programs based on the district's prior fiscal year local control funding formula unduplicated pupil percentage. Regulation also updated to clarify that district that receive funds for classroom-based instructional programs that serve grades TK-6 cannot opt out of the ELO program funding, pursuant to California Department of Education's "Expanded Learning Opportunities Program FAQs." Regulation also updated to reflect requirement that ELO programs are required to offer a nutritional snack, meal, or both and to reflect California Department of Education guidance that ELO programs do not have an attendance requirement and to reflect **NEW LAW (SB 1380, 2022)** which renumbered The California Prekindergarten Planning and Implementation Grant Program, Education Code 8251.5 to 8322.

Board Policy 5148.3 - Preschool/Early Childhood Education

Policy updated to reflect **NEW LAWS (AB 210, 2022, AB 185, 2022 and SB 1047, 2022)** to revise and update requirements for California State Preschool Programs (CSPP), including requirements related to dual language learners, children with exceptional needs, and enrollment data collection and reporting. Policy also updated to reflect CSPP-specific **NEW STATE REGULATIONS (Register 2022, No. 26)**.

Administrative Regulation 5148.3 - Preschool/Early Childhood Education

Regulation updated to reflect **NEW LAWS (AB 210, 2022, AB 185, 2022, AB 321, 2022, and SB 1047, 2022)** which revised enrollment criteria, priorities, and requirements for California State Preschool Programs (CSPP). Sections of the regulation affected include "Eligibility and Enrollment Priorities for Part-Day CSPP Programs" and "Eligibility and Enrollment Priorities for Full-Day CSPP Programs," which were reorganized and revised to comply with law. Other updated sections are "Minimum Hours/Days of Operation" and "Staffing." Regulation was also updated to reflect **NEW LAW (AB 2806, 2022)** with new requirements related to expulsion/unenrollment and/or suspension from a CSPP Program based on behavior. Regulation also updated with CSPP-specific **NEW STATE REGULATIONS (Register 2022, No. 26)**.

Administrative Regulation 6164.4 - Identification and Evaluation of Individuals for Special Education

Regulation updated to reflect **NEW LAW (SB 188, 2022)**, requiring each district to designate a main point of contact for coordinating and completing the transition of a child and family from Part C (Early Intervention Program for Infants and Toddlers with Disabilities) to Part B (Assistance for Children with Disabilities) of IDEA.

Board Bylaw 9220 - Governing Board Elections

Bylaw updated to reflect **NEW LAW (AB 2584, 2022)**, by adding a new section - "Recalling a Board Member." Updated Bylaw also revised "Election Process and Procedure" section to reflect **NEW LAW (SB 1061, 2022)** regarding the requirement that any petition for a special election to fill a Board vacancy include the county election official's estimate of the cost of conducting the special election.

Board Bylaw 9223 - Filling Vacancies

Bylaw updated to reflect **NEW LAW (SB 1061, 2022)**, by adding a new note and body paragraph at the end of the "Provisional Appointments" section. Updated Bylaw also reflects **New Attorney-General Opinion** on how a vacancy is to be filled when a district's trustee areas have been revised or election method has changed from "at-large" to "by-trustee area," since the Board member whose term is to be completed was last elected. The Bylaw also updated to rearrange the Items in "Timelines for Filling a Vacancy" and to revise as necessary for clarity.

Board Bylaw 9323 - Meeting Conduct

Bylaw Updated to reflect **NEW LAW (SB 1100, 2022)** which authorizes the Board President to remove an individual for disrupting a Board meeting, establishes a procedure for warning the individual prior to their removal, and defines "disrupting" and "true threat of force."

MINOR REVISION:**Board Policy 3260 - Fees and Charges**

Policy updated to include reference to CDE Fiscal Management Advisory 22-01, Summer School, Third Parties, Tuition Fees, and updates reference to CDE FMA 20-01, Pupil Fees, Deposits, and Other Charges.

Policy 0430: Comprehensive Local Plan For Special Education

Status: ADOPTED

Original Adopted Date: 02/01/1998 | **Last Revised Date:** 05~~12~~/01/2020~~2022~~ | **Last Reviewed Date:** 05~~12~~/01/2020~~2022~~

CSBA NOTE: Pursuant to Education Code 56195.1, school districts and county offices of education (COE) are required to form geographical regions, known as Special Education Local Plan Areas (SELPA), of sufficient size and scope to administer a local plan and the allocation of funds for all the special education service needs of the children residing within the boundaries of the region. Districts may join together or with a COE to form a SELPA, or a single district may form its own SELPA. As amended by SB 98 (Ch. 24, Statutes of 2020), Education Code 56195.1 prohibits a district from creating a single-district SELPA until July 1, 2024.

Each SELPA is required to develop and administer a local plan describing how it will provide special education services. Pursuant to Education Code 56195.5, the Governing Board has authority, consistent with the SELPA plan, over the programs it directly maintains.

The following policy and accompanying administrative regulation should be revised to reflect requirements for the type of SELPA in which the district participates.

The Governing Board recognizes its obligation to provide a free appropriate public education to all individuals with disabilities, aged 3 to 21 years, who reside in the district.

CSBA NOTE: Option 1 below is for use by districts that have their own single-district SELPA. Option 2 below is for use by districts that join with other districts to form a SELPA. Option 3 below is for use by districts that join with a COE to form a SELPA.

CSBA NOTE: Education Code 56195.8 mandates each entity providing special education that is participating in a multi-district SELPA to adopt policies for the programs and services it operates, including, but not limited to, policies on nonpublic, nonsectarian services, review of the class assignment of a student with disabilities, procedural safeguards, resource specialists, transportation of students with disabilities, information on the number of individuals with disabilities who are being provided special education and related services, and caseloads for speech and language specialists providing services to

children with disabilities ages 3-5 years. District policies on these topics should be consistent with policies adopted by the SELPA.

OPTION 3: (Districts that participate in a multi-district SELPA with the county office of education)

In order to meet the needs of individuals with disabilities, the district shall participate as a member of a Special Education Local Plan Area (SELPA) with other districts and the county office of education pursuant to Education Code 56195.1.

The district shall enter into agreements with other members of the SELPA in accordance with Education Code 56195.1 and 56195.7. Consistent with these agreements, the district shall adopt policies governing the programs and services it operates. (Education Code 56195.8)

The Superintendent or designee shall work with the other members of the SELPA to develop a local plan for the education of individuals with disabilities. The plan shall be approved by the Board and the other members of the SELPA, and shall be submitted to the Superintendent of Public Instruction. SPI. (Education Code 56195.1)

OPTION 3 ENDS HERE

CSBA NOTE: Education Code 56836.148, as amended by AB 181 (Chapter 52, Statutes of 2022), requires the SPI to make publicly available the special education funding each local educational agency (LEA) generates for their SELPA, and for the SELPA, within thirty days of receiving their apportionment to report the amount of funding each LEA generates to member LEAs.

Each year, the Superintendent or designee shall provide to the Board any data and/or information regarding the special education funding generated by the district as supplied by the SPI and the SELPA in accordance with Education Code 56836.148.

CSBA NOTE: The remainder of this policy applies to all districts.

Pursuant to Education Code 56195.9, beginning July 1, 2020, the local plan must be reviewed by the SELPA at least once every three years. The budget plan, service plan, and annual assurances support plan must still be reviewed annually, pursuant to Education Code 56205; see the accompanying administrative regulation.

The local plan shall be reviewed at least once every three years and updated as needed to ensure the information contained in the plan remains relevant and accurate. The local plan shall be updated cooperatively by a committee of representatives of special and regular education teachers and administrators selected by the groups they represent and with participation by parent/guardian members of the community advisory committee, or parents/guardians selected by the community advisory

committee, to ensure adequate and effective participation and communication. (Education Code 56195.9)

CSBA NOTE: Pursuant to Education Code 56195.7, a single-district SELPA is mandated to adopt a written procedure for the ongoing review of programs and a mechanism for correcting any identified problem. For districts participating in a multi-district SELPA with or without a COE pursuant to Option 2 or 3 above, these requirements are contained in the written agreement entered into by members of the SELPA. The following paragraph may be revised to reflect district and/or SELPA practice.

Special education programs and services shall be reviewed on an ongoing basis. The results of such evaluations shall be used to identify and correct any program deficiencies.

Policy Reference UPDATE Service

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State	Description
5 CCR 3000-3089	Regulations governing special education
Ed. Code 56000-56001	Education for individuals with exceptional needs
Ed. Code 56020-56035	Definitions
Ed. Code 56040-56046	General provisions
Ed. Code 56048-56050	Surrogate parents
Ed. Code 56055	Foster parents
Ed. Code 56060-56063	Substitute teachers in special education
Ed. Code 56170-56177	Children enrolled in private schools
Ed. Code 56190-56194	Community advisory committees
Ed. Code 56195-56195.10	Local plans
Ed. Code 56205-56208	Local plan requirements
Ed. Code 56213	Special education local plan
Ed. Code 56213 56211-56214	Special education local plan areas with small or sparse populations
Ed. Code 56240-56245	Staff development
Ed. Code 56300-56385	Identification and referral; assessment, instructional planning
Ed. Code 56440-56447.1	Programs for individuals between the ages of three and five years
Ed. Code 56500-56508	Procedural safeguards, including due process rights
Ed. Code 56520-56525 56524	Behavioral interventions

Ed. Code 56600-56606	Evaluation, audits and information
Ed. Code 56836-56836.05	Administration of local plan
Gov. Code 7579.5	Surrogate parent; appointment, qualifications , <u>qualification</u> and liability
Gov. Code 95000-95004	California Early Intervention Services Act
W&I Code 361	Limitations on parental control
W&I Code 726	Limitations on parental control

Federal

20 USC 1232g	Description Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 300.1-300.818	Assistance to states for the education of students with disabilities
34 CFR 300.500-300.520	Procedural safeguards and due process for parents and students
34 CFR 303.1-303.654	Early intervention program for infants and toddlers with disabilities
34 CFR 99.10-99.22	Inspection, review and procedures for amending education records
42 USC 12101-12213	Americans with Disabilities Act

Management Resources

Website	Description CSBA District and County Office of Education Legal Services
Website	California Department of Education, Special Education
Website	U.S. Department of Education, Office of Special Education Programs

Cross References

Code	Description
0400	Comprehensive Plans
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees

1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E (1)	Uniform Complaint Procedures
1312.3-E (2)	Uniform Complaint Procedures
3541.2	Transportation For Students With Disabilities
3542	School Bus Drivers
4112.23	Special Education Staff
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
6020	Parent Involvement
6020	Parent Involvement
6146.4	Differential Graduation And Competency Standards For Students With Disabilities
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.4	Behavioral Interventions For Special Education Students
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504

Regulation 0430: Comprehensive Local Plan For Special Education

Status: ADOPTED

Original Adopted Date: 04/01/2003 | Last Revised Date: 12/01/2020 ~~2022~~ | Last Reviewed Date: 12/01/2020 ~~2022~~

Definitions

Free appropriate public education (FAPE) means special education and related services that are provided at public expense, under public supervision and direction, and without charge; meet the standards of the California Department of Education, including the requirements of 34 CFR 300.1-300.818; include appropriate preschool, elementary school, or secondary school education for individuals between the ages of 3 and 21; and are provided in conformity with an individualized education program (IEP) that meets the requirements of 34 CFR 300.320-300.324. (Education Code 56040; 34 CFR 300.17, 300.101, 300.104)

Least restrictive environment means that, to the maximum extent appropriate, students with disabilities, including individuals in public or private institutions or other care facilities, be educated with individuals who are nondisabled, including the provision of nonacademic and extracurricular services and activities. Special classes, separate schooling, or other removal of students with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in the regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. (Education Code 56040.1; 34 CFR 300.107, 300.114, 300.117)

Elements of the Local Plan

CSBA NOTE: Education Code 56205 and 56206 detail the elements that must be included in the local plan developed by the Special Education Local Plan Area (SELPA), including a requirement that the plan contain assurances of general compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the Individuals with Disabilities Education Act (IDEA) (20 USC 1400-1482), and the Americans with Disabilities Act (42 USC 12101-12213).

Pursuant to Education Code 56122, the California Department of Education (CDE) has developed templates for plan development, which are available on its web site.

The local plan developed by the Special Education Local Plan Area (SELPA) shall include, but not be limited to: (Education Code 56122, 56205, 56206)

1. Policies, procedures, and programs, that are consistent with state laws, regulations, and policies and 20 USC 1412(a), 20 USC 1413(a)(1), and 34 CFR 300.201 governing the following:
 - a. Free appropriate public education
 - b. Full educational opportunity
 - c. Child find and referral
 - d. Individualized education programs, including development, implementation, review, and revision

- e. Least restrictive environment
 - f. Procedural safeguards
 - g. Annual and triennial assessments
 - h. Confidentiality
 - i. Transition from the Infants and Toddlers with Disabilities programs pursuant to 20 USC 1431 to the preschool program
 - j. Children in private schools
 - k. Compliance assurances, including general compliance with the federal Individuals with Disabilities Education Act (20 USC 1400-1482), Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794), the federal Americans with Disabilities Act of 1990 (42 USC 12101-12213), related federal regulations, and Education Code 56000-56865
 - l. A description of the governance and administration of the local plan in accordance with Education Code 56205(a)(12)
 - m. Personnel qualification to ensure that personnel, including special education teachers and personnel and paraprofessionals are appropriately and adequately prepared and trained in accordance with Education Code 56058 and 56070 and 20 USC 1412(a)(14) and 1413(a)(3)
 - n. Performance goals and indicators
 - o. Participation in state and districtwide assessments, including assessments described in 20 USC 6301 et seq. and alternate assessments in accordance with 20 USC 1412(a)(16), and reports relating to assessments
 - p. Supplementation of state, local, and other federal funds, including nonsupplantation of funds
 - q. Maintenance of financial effort
 - r. Opportunities for public participation before adoption of policies and procedures
 - s. Suspension and expulsion rates
 - t. Access to instructional materials by blind individuals with exceptional needs and others with print disabilities in accordance with 20 USC 1412(a)(23)
 - u. Overidentification and disproportionate representation by race and ethnicity of children as individuals with exceptional needs, including children with disabilities with a particular impairment described in 20 USC 1401 and 1412(a)(24)
 - v. Prohibition of mandatory medication use pursuant to Education Code 56040.5 and 20 USC 1412(a)(25)
2. An annual budget plan, including descriptions of the SELPA's allocation plan in accordance with Education Code 56836-56845, all revenues by revenue source received by the SELPA specifically for the purpose of special education, a breakdown of the distribution of funds to each local educational agency (LEA) LEA within the SELPA, projected total special education expenditures by each LEA, projected total expenditures by the SELPA and the LEAs within the SELPA, projected

funding to be received specifically for regionalized operations, and a breakdown of projected SELPA operating expenditures

3. An annual service plan, describing the services to be provided by each LEA, regardless of whether the LEA participates in the local plan, including the nature of the services and the physical location at which the services will be provided. This description shall demonstrate that all individuals with exceptional needs shall have access to services and instruction appropriate to meet their needs as specified in their individualized education programs.

CSBA NOTE: Pursuant to Education Code 56205 and 56122, the local plan must include an annual assurances support plan to demonstrate how the SELPA and its participating agencies are coordinating to assure effective outcomes for students with disabilities. As amended by ~~SB 98~~ [AB 181](#) (Ch. [2452](#), Statutes of ~~2020~~ [2022](#)), Education Code 56122 extends the timeline for developing an annual assurances support plan to July 1, ~~2023~~ [2027](#). A template for the annual assurances support plan will be developed by CDE by July 1, ~~2022~~ [2026](#).

4. Beginning July 1, ~~2023~~ [2027](#), an annual assurances support plan to demonstrate how the SELPA and its participating agencies are coordinating for purposes of assuring effective outcomes for students with disabilities, including a description of:
 - a. ~~How~~ [Support](#) the governing board of the SELPA will ~~support~~ [provide to](#) participating agencies in achieving the goals, actions, and services identified in their local control and accountability plans
 - b. ~~How~~ [The ways in which](#) the governing board of the SELPA will connect participating agencies in need of technical assistance to the statewide system of support
 - c. The services, technical assistance, and support the governing board of the SELPA will provide to meet the required policies, procedures, and programs specified in Education Code 56205
5. A description of programs for early childhood special education from birth through five years of age
6. A description of the method by which members of the public, including parents/guardians of individuals with ~~disabilities~~ [exceptional needs](#) who are receiving services under the plan, may address questions or concerns pursuant to Education Code 56205
7. A description of a dispute resolution process, including mediation and arbitration to resolve disputes over the distribution of funding, the responsibility for service provision, and the other governance activities specified within the local plan
8. Verification that the plan has been reviewed by the community advisory committee in accordance with Education Code 56205 and that the committee had at least 30 days to conduct this review before submission of the local plan to CDE
9. A description of the process being utilized to refer students for special education instruction pursuant to Education Code 56303
10. A description of the process being utilized to oversee and evaluate placements in nonpublic, nonsectarian schools, the method of ensuring that all requirements of each student's IEP are being met, and a method for evaluating whether the student is making appropriate educational progress
11. A description of how specialized equipment and services will be distributed within the local plan area in a manner that minimizes the necessity to serve students in isolated sites and maximizes the opportunities to serve students in the least restrictive environment

The local plan, annual budget plan, annual service plan, and annual assurances support plan shall be written in language that is understandable to the general public. They shall be adopted at a public hearing of the SELPA, for which notice of the hearing shall be posted in each school in the SELPA at least 15 days before the hearing. (Education Code 56205)

Availability of the Plan

The Superintendent or designee shall post on the district's web site the approved local plan, annual budget plan, annual service plan, and annual assurances support plan and any updates or revisions to the plans. A complete copy of the local plan, annual budget plan, annual service plan, annual assurances support plan, and policies and procedures shall be held on file in the district office and shall be accessible to any interested party. (Education Code 56205.5)

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Ed. Code 56520- 56525 56524	Behavioral interventions

Ed. Code 56600-56606	Evaluation, audits and information
Ed. Code 56836-56836.05	Administration of local plan
Gov. Code 7579.5	Surrogate parent; appointment, qualifications, liability
Gov. Code 95000-95004	California Early Intervention Services Act
W&I Code 361	Limitations on parental control
W&I Code 726	Limitations on parental control
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 300.1-300.818	Assistance to states for the education of students with disabilities
34 CFR 300.500-300.520	Procedural safeguards and due process for parents and students
34 CFR 303.1-303.654	Early intervention program for infants and toddlers with disabilities
34 CFR 99.10-99.22	Inspection, review and procedures for amending education records
42 USC 12101-12213	Americans with Disabilities Act
Management Resources	Description
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Special Education
Website	U.S. Department of Education, Office of Special Education Programs

Cross References

Code	Description
0400	Comprehensive Plans
0420.4	Charter School Authorization
0420.4	Charter School Authorization
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6159.3	Appointment Of Surrogate Parent For Special Education Students
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6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504

Policy 0450: Comprehensive Safety Plan

Status: ADOPTED

Original Adopted Date: 11/01/2011 | **Last Revised Date:** 12/01/2018~~2022~~ | **Last Reviewed Date:** 12/01/2018~~2022~~

CSBA NOTE: Pursuant to Education Code 32280-32289.5, districts are responsible for ensuring that a comprehensive safety plan with specified components is in place for each district school. As amended ~~required~~ by AB 1747 (Ch. 806, Statutes of 2018), Education Code 32282 ~~requires~~ and 32288, the California Department of Education (CDE) ~~to post~~ ~~has posted~~ on its web site a compliance checklist for developing comprehensive safety plans, and Education Code 32288 ~~requires~~ CDE to post ~~and~~ best practices for reviewing and approving the plans. Beginning in the 2018-19 school year, ~~comprehensive~~ ~~Comprehensive~~ safety plans will be audited ~~are reviewed~~ through the annual audits required by Education Code 41020 to ensure that they are updated and approved by March 1 of each year.

The Governing Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others.

CSBA NOTE: Pursuant to Education Code 32281 and 32286, each school is required to adopt a comprehensive safety plan (Option 1 below). However, districts with an average daily attendance (ADA) of 2,500 or less are authorized by Education Code 32281 to develop a districtwide safety plan in lieu of developing school plans; thus, those districts may select either Option 1 or 2 to reflect district practice. Any district may choose to develop both district and school plans.

OPTION 2: (Districts with 2,500 or less ADA that choose to develop a districtwide plan)

The Superintendent or designee shall oversee the development of a districtwide comprehensive safety plan that is applicable to each school site. (Education Code 32281)

OPTION 2 ENDS HERE

CSBA NOTE: The following two paragraphs apply to all districts. Education Code 32286 requires that the school site council review and update the comprehensive safety plan by March 1 of each year. In districts with ADA of 2,500 or less that choose to develop a districtwide plan in accordance with Option 2 above, the Superintendent or designee may conduct the annual review.

Pursuant to Education Code 32288, the updated plan(s) must be submitted to the district for approval. The Governing Board may choose to delegate to the Superintendent or designee the responsibility to review and approve the updated plans, but the Board remains responsible for ensuring compliance with the law.

The comprehensive safety plan(s) shall be reviewed and updated by March 1 of each year and forwarded to the Board for approval. (Education Code 32286, 32288)

The Board shall review the comprehensive safety plan(s) in order to ensure compliance with state law, Board policy, and administrative regulation and shall approve the plan(s) at a regularly scheduled meeting.

CSBA NOTE: Education Code 32288 requires that districts notify CDE if a school has not complied with the safety plan requirements. In the event that the Superintendent of Public Instruction determines that there has been a willful failure by a district to make any report required by Education Code 32280-32289, Education Code 32287 provides that the district may be fined up to \$2,000.

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education ([CDE](#)) of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

Tactical Response Plan

CSBA NOTE: The following section is optional. Pursuant to Education Code 32281, the Board may, after consulting with law enforcement officials, elect to have the district, rather than the school site council, develop those portions of the comprehensive safety plan that include tactical responses to criminal incidents that may result in death or serious bodily injury.

Notwithstanding the process described above, any portion of a comprehensive safety plan that addresses tactical responses to criminal incidents that may result in death or serious bodily injury at the school site, including steps to be taken to safeguard students and staff, secure the affected school premises, and apprehend the criminal perpetrator(s), shall be developed by district administrators in accordance with Education Code 32281. In developing such strategies, district administrators shall consult with law enforcement officials and with representative(s) of employee bargaining unit(s), if they choose to participate.

When reviewing the tactical response plan, the Board may meet in closed session to confer with law enforcement officials and approve the tactical response plan, provided that any vote to approve the tactical response plan is announced in open session following the closed session. (Education Code 32281)

~~Access to Safety Plan(s)~~ Access and Reporting

The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282)

CSBA NOTE: The following paragraph is optional. Pursuant to Education Code 32281, the Board may choose to prohibit disclosure of those portions of the comprehensive safety plan that include tactical responses to criminal incidents.

However, those portions of the comprehensive safety plan that include tactical responses to criminal incidents shall not be publicly disclosed.

CSBA NOTE: Education Code 32281, as amended by AB 1747, adds a requirement to share the comprehensive safety plans with the following entities.

The Superintendent or designee shall share the comprehensive safety plans and any updates to the plans with local law enforcement, the local fire department, and other first responder entities. (Education Code 32281)

CSBA NOTE: Pursuant to Education Code 32289.5, the district is required to provide data to CDE pertaining to lockdown or multi-option response drills conducted at district schools, as specified.

The Superintendent or designee shall also provide data to CDE pertaining to lockdown or multi-option response drills conducted at district schools in accordance with Education Code 32289.5. (Education Code 32289.5)

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State	Description
5 CCR 11987-11987.7	School Community Violence Prevention Program requirements
5 CCR 11992-11993	Definition; persistently dangerous schools
CA Constitution Article 1, Section 28	Right to Safe Schools
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 32261 <u>32260-32262</u>	Interagency School Safety Demonstration Act of 1985
Ed. Code 32270	School safety cadre
Ed. Code 32280-32289.5	School safety plans
Ed. Code 32290	Safety devices
Ed. Code 35147	School site councils and advisory committees
Ed. Code 35183	School dress code; uniforms
<u>Ed. Code 35266</u>	<u>Reporting of cyber attacks</u>
Ed. Code 35291-35291.5	Rules
Ed. Code 35291.5	School-adopted discipline rules
Ed. Code 41020	Requirement for annual audit
Ed. Code 48900-48927	Suspension and expulsion
Ed. Code 48950	Speech and other communication
<u>Ed. Code 48980</u>	<u>Annual notifications</u>
Ed. Code 49079	Notification to teacher; student act constituting grounds for suspension or expulsion
<u>Ed. Code 49390-49395</u>	<u>Homicide threats</u>

Ed. Code 67381	Violent crime Availability of information regarding crimes
Gov. Code 11549.3	Independent security assessment
Gov. Code 54957	Closed session meetings for threats to security
Pen. Code 11164-11174.3	Child Abuse and Neglect Reporting Act
Pen. Code 422.55	Definition of hate crime
Pen. Code 626.8	Disruptions
Federal	Description
6 USC 665k	Federal Clearinghouse on School Safety Evidence-Based Practices
20 USC 7111-7122	Student Support support and Academic Enrichment Grants academic enrichment grants
20 USC 7912	Transfers from persistently dangerous schools
42 USC 12101-12213	Americans with Disabilities Act
Management Resources	Description
CSBA Publication	Community Schools: Partnerships Supporting Students, Families and Communities, Policy Brief, October 2010
CSBA Publication	Cyberbullying: Policy Considerations for Boards, Policy Brief, rev. July 2010
CSBA Publication	Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
CSBA Publication	Safe Schools: A Planning Guide for Action Workbook, 2002
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
CSBA Publication	Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, March 2017
Federal Bureau of Investigation Publication	Uniform Crime Reporting Handbook, 2004
U.S. DOE Publication	Practical Information on Crisis Planning: A Guide for Schools and Communities, January 2007
U.S. SS Secret Service & DOE Publication	Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates, 2004
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Secret Service, National Threat Assessment Center
Website	Centers for Disease Control and Prevention
Website	Federal Bureau of Investigation
Website	National Center for Crisis Management
Website	National School Safety Center
Website	California Department of Education, Safe Schools

<u>Website</u>	<u>California Department of Technology, Independent Security Assessment (https://cdt.ca.gov/security/independent-security-assessments-services/)</u>
Website	California Governor's Office of Emergency Services
<u>Website</u>	<u>California Military Department (https://calguard.ca.gov/)</u>
<u>Website</u>	<u>California State Threat Assessment System (https://calstas.org/)</u>
Website	California Healthy Kids Survey
Website	U.S. Department of Education
<u>Website</u>	<u>U.S. Department of Homeland Security, Fusion Centers (https://www.dhs.gov/fusion-centers)</u>
Website	CSBA

Cross References

Code	Description
0400	Comprehensive Plans
0410	Nondiscrimination In District Programs And Activities
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
0510	School Accountability Report Card
1100	Communication With The Public
1112	Media Relations
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E (1)	Uniform Complaint Procedures
1312.3-E (2)	Uniform Complaint Procedures
1313	Civility
1330	Use Of School Facilities
1330	Use Of School Facilities
1330-E(1)	Use Of School Facilities
1330.1	Joint Use Agreements

1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
2210	Administrative Discretion Regarding Board Policy
3510	Green School Operations
3511	Energy And Water Management
3511	Energy And Water Management
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3514.2	Integrated Pest Management
3515	Campus Security
3515	Campus Security
3515.2	Disruptions
3515.2	Disruptions
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
3515.7	Firearms On School Grounds
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.1	Fire Drills and Fires
3516.2	Bomb Threats
3516.3	Earthquake Emergency Procedure System
3516.5	Emergency Schedules
3530	Risk Management/Insurance
3530	Risk Management/Insurance

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9321-E (1)	Closed Session
9321-E (2)	Closed Session

Regulation 0450: Comprehensive Safety Plan

Status: ADOPTED

Original Adopted Date: 11/01/2011 | **Last Revised Date:** 12/01/2018~~2022~~ | **Last Reviewed Date:**
12/01/2018~~2022~~

Content of the Safety Plan

Each comprehensive safety plan shall include an assessment of the current status of any crime committed on campus and at school-related functions. (Education Code 32282)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. In assessing the current status of school crime as required by Education Code 32282, districts may contract with a consultant, work with local law enforcement, develop their own local assessment, and/or use available instruments such as the “California Healthy Kids Survey.” or the Centers for Disease Control and Prevention's “Youth Risk Behavior Survey.”

The assessment may include, but not be limited to, reports of crime, suspension and expulsion rates, and surveys of students, parents/guardians, and staff regarding their perceptions of school safety.

CSBA NOTE: Education Code 32282 requires that the following components be included in the districtwide and/or school site safety plan. The district may expand this list to require other components at its discretion.

The plan shall identify appropriate strategies and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety, including all of the following: (Education Code 32282)

1. Child abuse reporting procedures consistent with Penal Code 11164-11174.3
2. Routine and emergency disaster procedures including, but not limited to:
 - a. Adaptations for students with disabilities in accordance with the Americans with Disabilities Act

CSBA NOTE: Education Code 32282 requires districts to incorporate earthquake emergency procedures into the comprehensive safety plan, as specified in ~~items~~ **Items** #2b and #2c below. See BP/AR 3516 - Emergencies and Disaster Preparedness Plan and AR 3516.3 - Earthquake Emergency Procedure System for further details about required components of these procedures. ~~As amended by AB 1747, Education Code 32282 requires CDE to provide guidance to districts in regard to the contents of school building disaster plans.~~

- b. An earthquake emergency procedure system in accordance with Education Code 32282
 - c. A procedure to allow public agencies, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare
3. Policies pursuant to Education Code 48915(d) for students who commit an act listed in Education Code 48915(c) and other school-designated serious acts that would lead to suspension, expulsion, or mandatory expulsion recommendations
4. Procedures to notify teachers of dangerous students pursuant to Education Code 49079

CSBA NOTE: Education Code 234.1 requires the Board to adopt policy prohibiting discrimination, harassment, intimidation, and bullying based on specified characteristics and requires school personnel who witness such acts to take immediate steps to intervene when safe to do so; see BP 0410 - Nondiscrimination in District Programs and Activities and BP 5145.3 - Nondiscrimination/Harassment. In addition, the district's complaint process must include a timeline for investigating and resolving complaints and an appeals process; see BP/AR 1312.3 - Uniform Complaint Procedures.

Education Code 234.4, as amended by AB 2291 (Ch. 491, Statutes of 2018), requires districts to adopt, by December 31, 2019, procedures for preventing acts of bullying, including cyberbullying. See BP 5131.2 - .

5. A policy consistent with the prohibition against discrimination, harassment, intimidation, and bullying pursuant to Education Code 200-262.4
6. If the school has adopted a dress code prohibiting students from wearing "gang-related apparel" pursuant to Education Code 35183, the provisions of that dress code and the definition of "gang-related apparel"
7. Procedures for safe ingress and egress of students, parents/guardians, and employees to and from school
8. A safe and orderly school environment conducive to learning
9. The rules and procedures on school discipline adopted pursuant to Education Code 35291 and 35291.5

CSBA NOTE: Pursuant to Education Code 32282, as amended by AB 1747, schools are required to include in their comprehensive safety plans procedures for conducting tactical responses to criminal incidents, as specified in ~~item~~Item #10. Such procedures must be based on the specific needs and context of each school and community.

Pursuant to Education Code 32281, the Governing Board may elect to have district administrators, rather than the school site council, develop those portions of the comprehensive safety plan that include tactical responses to criminal incidents that may result in death or serious bodily injury; see the accompanying Board policy.

10. Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on campus and at school-related functions

CSBA NOTE: Education Code 49392, as added by SB 906 (Ch. 144, Statutes of 2022), requires districts, starting with the 2023-24 school year, to include in the annual notification to parents/guardians pursuant to Education Code 48980 information related to the safe storage of firearms, as specified.

1. Annual notification to parents/guardians related to the safe storage of firearms

3. 2. Prevention and intervention strategies related to the sale or use of drugs and alcohol which shall reflect expectations for drug-free schools and support for recovering students
4. 3. Collaborative relationships among the city, county, community agencies, local law enforcement, the judicial system, and the schools that lead to the development of a set of common goals and community strategies for violence prevention instruction
5. 4. District policy related to prohibiting the possession of firearms and ammunition on school grounds
6. 5. Measures to prevent or minimize the influence of gangs on campus

CSBA NOTE: Education Code 32281 authorizes the principal, upon receiving verification from law enforcement, to notify parents/guardians and employees in writing that a violent crime has occurred on the school site. A "violent crime" is any act for which a student could be expelled and which meets the definition listed in Education Code 67381, including willful homicide, forcible rape, robbery, and aggravated assault, as defined in the "Federal Bureau of Investigation's Uniform Crime Reporting Handbook." Education Code 32281 encourages that the notice be sent no later than the second workday after receiving verification from law enforcement.

20 USC 7912 requires that all students attending a "persistently dangerous" school be provided notice of the designation and an option to transfer to a different school within the district. See BP/AR 5116.1 - Intradistrict Open Enrollment.

CSBA NOTE: Penal Code 626.8 provides that a person may be guilty of a misdemeanor for infringing with or disrupting a school activity, remaining on campus after having been asked to leave, reentering within seven days of being asked to leave, establishing a continued pattern of unauthorized entry, or willfully or knowingly creating a disruption with the intent to threaten the immediate physical safety of a student in preschool or grades K-8 who is arriving at, attending, or leaving school; see BP/AR 3515.2 - Disruptions.

11. 5. Procedures to implement when a person interferes with or disrupts a school activity, remains on campus after having been asked to leave, or creates a disruption with the intent to threaten the immediate physical safety of students or staff

12. 6. Crisis prevention and intervention strategies, which may include the following:

a. Identification of possible crises that may occur, determination of necessary tasks that need to be addressed, and development of procedures relative to each crisis, including the involvement of law enforcement and other public safety agencies as appropriate

b. Threat assessment strategies to determine the credibility and seriousness of a threat and provide appropriate interventions for the potential offender(s)

c. Assignment of staff members responsible for each identified task and procedure

d. Development of an evacuation plan based on an assessment of buildings and grounds and opportunities for students and staff to practice the evacuation plan

e. Coordination of communication to schools, Governing Board members, parents/guardians, and the media

f. Communication with parents/guardians of reunification plans and the necessity of cooperating with first responders

g. Development of a method for the reporting of violent incidents

h. Development of follow-up procedures that may be required after a crisis has occurred, such as counseling

13. Staff development in violence prevention and intervention techniques, including preparation to implement the elements of the safety plan

CSBA NOTE: Education Code 49390 and 49393, as added by SB 906, require certificated and classified employees of the district, or other school officials such as Board members, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle school or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, as defined, to immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393. "Threat or perceived threat" means any writing or action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity. This may include possession, use, or depictions of firearms, ammunition, shootings, or targets in association

with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the student. It may also include a warning by a parent, student, or other individual.

7. Training on assessment and reporting of potential threats, violence prevention, and intervention techniques. Such training shall include preparation to implement the elements of the safety plan

CSBA NOTE: Pursuant to Education Code 32284, the comprehensive safety plan may, at the discretion of the Board, include procedures for responding to the release of a pesticide or other toxic substance from properties located within one-quarter mile of a school. No state funds may be used for this purpose.

8. Continuity of operations procedures to ensure that the district's essential functions are not disrupted during an emergency, to the extent possible

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 11987-11987.7	School Community Violence Prevention Program requirements
5 CCR 11992-11993	Definition; persistently dangerous schools
CA Constitution Article 1, Section 28	Right to Safe Schools
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 32261 <u>32260-32262</u>	Interagency School Safety Demonstration Act of 1985
Ed. Code 32270	School safety cadre
Ed. Code 32280-32289.5	School safety plans
Ed. Code 32290	Safety devices
Ed. Code 35147	School site councils and advisory committees
Ed. Code 35183	School dress code; uniforms
Ed. Code 35291-35291.5	Rules
Ed. Code 35291.5	School-adopted discipline rules
Ed. Code 41020	Requirement for annual audit
Ed. Code 48900-48927	Suspension and expulsion
Ed. Code 48950	Speech and other communication

Ed. Code 49079	Notification to teacher; student act constituting grounds for suspension or expulsion
Ed. Code 67381	Violent crime
Gov. Code 54957	Closed session meetings for threats to security
Pen. Code 11164-11174.3	Child Abuse and Neglect Reporting Act
Pen. Code 422.55	Definition of hate crime
Pen. Code 626.8	Disruptions
Federal	Description
20 USC 7111-7122	Student Support and Academic Enrichment Grants
20 USC 7912	Transfers from persistently dangerous schools
42 USC 12101-12213	Americans with Disabilities Act
Management Resources	Description
CSBA Publication	Community Schools: Partnerships Supporting Students, Families and Communities, Policy Brief, October 2010
CSBA Publication	Cyberbullying: Policy Considerations for Boards, Policy Brief, rev. July 2010
CSBA Publication	Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
CSBA Publication	Safe Schools: A Planning Guide for Action, 2002
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
CSBA Publication	Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, March 2017
Federal Bureau of Investigation Publication	Uniform Crime Reporting Handbook, 2004
U.S. DOE Publication	Practical Information on Crisis Planning: A Guide for Schools and Communities, January 2007
U.S. SS & DOE Publication	Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates, 2004
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Secret Service, National Threat Assessment Center
Website	Centers for Disease Control and Prevention
Website	Federal Bureau of Investigation
Website	National Center for Crisis Management
Website	National School Safety Center
Website	California Department of Education, Safe Schools
Website	California Governor's Office of Emergency Services

Website	California Healthy Kids Survey
Website	U.S. Department of Education
Website	CSBA

Cross References

Code	Description
0400	Comprehensive Plans
0410	Nondiscrimination In District Programs And Activities
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
0510	School Accountability Report Card
1100	Communication With The Public
1112	Media Relations
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
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1313	Civility
1330	Use Of School Facilities
1330	Use Of School Facilities
1330-E (1)	Use Of School Facilities
1330.1	Joint Use Agreements
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
2210	Administrative Discretion Regarding Board Policy
3510	Green School Operations
3511	Energy And Water Management
3511	Energy And Water Management

3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
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3514.1	Hazardous Substances
3514.1	Hazardous Substances
3514.2	Integrated Pest Management
3515	Campus Security
3515	Campus Security
3515.2	Disruptions
3515.2	Disruptions
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3515.5	Sex Offender Notification
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3515.7	Firearms On School Grounds
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
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3516.2	Bomb Threats
3516.3	Earthquake Emergency Procedure System
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9321-E 1)	Closed Session
9321-E (2)	Closed Session

Policy 0460: Local Control And Accountability Plan

Status: ADOPTED

Original Adopted Date: 10/01/2017 | **Last Revised Date:** ~~10/01/2019~~ **12/01/2022** | **Last Reviewed Date:** 12/01/2022

CSBA NOTE: Education Code ~~Code~~ **Codes** 52060-52077 require the Governing Board to adopt and annually update, on or before July 1, a local control and accountability plan (LCAP). Pursuant to Education Code 52060, the LCAP must include goals and actions aligned with eight state priorities related to (1) the degree to which teachers are appropriately assigned and fully credentialed, students have sufficient access to standards-based instructional materials, and facilities are maintained in good repair; (2) implementation of and student access to state academic content and performance standards; (3) parent/guardian involvement and family engagement; (4) student achievement; (5) student engagement; (6) school climate; (7) student access to and enrollment in a broad course of study, including programs and services provided to benefit low-income students, English learners, and/or foster youth (i.e., "unduplicated students" for purposes of supplemental and concentration grants under the local control funding formula (LCFF)); and (8) student outcomes in the specified course of study. Education Code 52060 provides that, in addition to addressing the state priorities in the LCAP, the district may establish and address local priorities and goals. Examples include priorities for student wellness and other conditions of children, professional development, community involvement, ~~and~~ effective governance and leadership, and environmental literacy. See the accompanying administrative regulation for further information about the required content of the LCAP.

The Governing Board desires to ensure the most effective use of available funding to improve outcomes for all students. A comprehensive, data-driven planning process shall be used to identify annual goals and specific actions which are aligned with the district budget and facilitate continuous improvement of district practices.

CSBA NOTE: Pursuant to Education Code 52064, the State Board of Education (SBE) has adopted a template that districts must use to complete the LCAP. An electronic version of the template is available on the California Department of Education's (CDE) web site.

The Board shall adopt a districtwide local control and accountability plan (LCAP), based on the template adopted by the State Board of Education (SBE), that addresses the state priorities in Education Code 52060 and any local priorities adopted by the Board. The LCAP shall be updated on or before July 1 of each year and, like the district budget, shall cover the next fiscal year and two subsequent fiscal years. (Education Code 52060, 52064; 5 CCR 15494-15497)

CSBA NOTE: Education Code 52060 requires that the LCAP include annual goals to be achieved for all students and for each numerically significant student subgroup as defined in Education Code 52052. In addition, several state priorities address programs and services for "unduplicated students," as defined in Education Code 42238.01-42238.02.

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" or are part of any numerically significant student subgroup that is at risk of or is underperforming.

Unduplicated students include students who are eligible for free or reduced-price meals, English learners,

and foster youth, as defined in Education Code 42238.01 for purposes of the local control funding formula (LCFF). (Education Code 42238.02)

Numerically significant student subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup or at least 15 foster youth or homeless students. (Education Code 52052)

CSBA NOTE: Pursuant to Education Code 52064.3, as added by AB 181 (Ch. 52, Statutes of 2022), by January 31, 2025, an Individuals with Disabilities Education Act (IDEA) Addendum adopted by SBE relating to improvements in services for students with disabilities is required to be completed by districts that are identified by CDE as needing an improvement plan pursuant to 34 CFR 300.600-300.647. Such identified districts must comply with the requirements specified in the following paragraph.

Beginning July 1, 2025, if the district is identified by the California Department of Education (CDE) as needing an improvement plan pursuant to 34 CFR 300.600-300.647, the Board shall adopt, and update on an annual basis, an Individual with Disabilities Education Act (IDEA) Addendum, based on the template adopted by SBE. However, if the district adopts an improvement plan after being identified, but before July 1, 2025, the IDEA Addendum shall be developed upon expiration of the adopted improvement plan, but no later than July 1, 2028, whichever occurs first. The IDEA addendum shall be developed, reviewed, and approved in conjunction with and in the same manner as the LCAP and the annual update to the LCAP, and shall be submitted to CDE within 15 days of adoption by the Board. (Education Code 52064.3)

The Superintendent or designee shall review the school plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA. (Education Code 52062)

The LCAP shall also be aligned with other district and school plans, to the extent possible, in order to minimize duplication of effort and provide clear direction for program implementation.

CSBA NOTE: Pursuant to Education Code 52064.1, districts are required to develop an LCFF budget overview for parents/guardians in conjunction with, and attached as a cover to, the LCAP and annual update to the LCAP. The budget overview is subject to the requirements of Education Code 52062 and 52070 pertaining to the adoption, review, and approval of the LCAP.

As part of the LCAP adoption and annual update to the LCAP, the Board shall separately adopt an LCFF budget overview for parents/guardians, based on the template developed by the SBE, which includes specified information relating to the district's budget. The budget overview shall be adopted, reviewed, and approved in the same manner as the LCAP and the annual update. (Education Code 52064.1)

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

Plan Development

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the number of students in student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

CSBA NOTE: Education Code 52060 requires consultation on plan development with all of the groups listed below. The Board may delegate responsibility for arranging meetings and other input opportunities to the Superintendent or designee.

5 CCR 15495 defines what it means to consult with students, including unduplicated students and other numerically significant student subgroups, and gives examples of methods that may be used for this consultation. State regulations do not provide examples of consultation with groups other than students, but consultations might include surveys, the establishment of an advisory committee consisting of representatives of all the specified groups, solicitation of feedback from the groups after a draft plan is available, discussion of the LCAP at staff meetings, and communication with parent organizations, student councils, school site councils, or other established committees or organizations. The district may expand the following paragraph to reflect district practice.

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students. (Education Code 52060; 5 CCR 15495)

Public Review and Input

CSBA NOTE: Pursuant to Education Code 52063 and 5 CCR 15495, the Board is required to establish a parent advisory committee and, if district enrollment includes at least 15 percent English learners, an English learner parent advisory committee to review and comment on the LCAP. The district may use existing parent advisory committees for these purposes if the committee composition complies with Education Code 52063 and 5 CCR 15495. However, the district should consider whether such opportunities need to be expanded to achieve significant levels of stakeholder involvement in the planning process as intended by law.

Education Code 52063, as amended by AB 181, requires the LCAP parent advisory committee to include parents/guardians of currently enrolled students with disabilities.

The Board shall establish a parent advisory committee to ~~review and comment~~ provide advice on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include parents/guardians of unduplicated students as defined above: and parents/guardians of students with disabilities. (Education Code 52063; 5 CCR 15495)

CSBA NOTE: The following paragraph is for districts serving middle and/or high school students. Education Code 52063, as amended by SB 997 (Ch. 922, Statutes of 2022), requires, beginning July 1, 2024, districts serving middle or high school students to include two students as full members of the existing parent advisory committee or establish a student advisory committee to provide advice to the Board and the Superintendent or designee. Student members of the parent advisory committee or the student advisory committee shall represent the diversity of the district's students, as described below. Districts that do not serve middle or high school students may delete the following paragraphs relating to student advisory members.

Beginning July 1, 2024, unless a student advisory committee is established to provide advice to the Board and Superintendent, two students shall be included as full members of the parent advisory committee. The students shall serve for a renewable term of one full school year. (Education Code 52063)

Student members of the parent advisory committee or the student advisory committee shall represent the diversity of the district's students, including geographical, socioeconomic, cultural, physical, and educational diversity, and particular effort shall be made to reach out to at-risk or disadvantaged students to serve as members of such committees. (Education Code 52063)

Whenever district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners to review and comment on the LCAP. (Education Code 52063; 5 CCR 15495)

CSBA NOTE: The following paragraph is required in relation to parent advisory committees, pursuant to Education Code 52062. For consistency, it is recommended that the same treatment be afforded a student advisory committee established to advise the Board and Superintendent.

The Superintendent or designee shall present the LCAP to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). (~~Education Code 52062~~)

CSBA NOTE: Education Code 52062 requires notification to the public of the opportunity to submit written comments on the proposed LCAP, including notification in the primary language of parents/guardians when required by Education Code 48985. Pursuant to Education Code 48985, whenever 15 percent or more of the students in a school speak a single primary language other than English, notifications sent to parents/guardians of such students must be written in the primary language as well as in English; see BP 5145.6 - Parental Notifications.

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

CSBA NOTE: Pursuant to Education Code 305, the LCAP parent/guardian and community engagement process must include solicitation of input on language acquisition programs. See BP/AR 6174 - Education for English Learners for further information regarding the types of language acquisition programs that may be offered.

As part of the parent/guardian and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners and native English speakers, to have access to the core academic content standards and to become proficient in English. (Education Code 305-306)

The Superintendent or designee shall consult with the administrator(s) of the special education local plan area of which the district is a member to ensure that specific actions for students with disabilities are included in the LCAP and are consistent with strategies included in the annual assurances support plan for the education of students with disabilities. (Education Code 52062)

CSBA NOTE: Pursuant to Education Code 42127, the Board must not adopt a district budget until the LCAP is in place for the budget year; see BP 3100 - Budget. The budget must include the expenditures

necessary to implement the plan that will be effective during the subsequent fiscal year. If it does not, the County Superintendent of Schools will disapprove the district's budget.

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP. The public hearing shall be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

Adoption of the Plan

The Board shall adopt the LCAP prior to adopting the district budget, but at the same public meeting. This meeting shall be held after the public hearing described above, but not on the same day as the hearing. (Education Code 52062)

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)

Submission of Plan to County Superintendent of Schools

CSBA NOTE: Education Code 52070 requires the district to submit the LCAP to the County Superintendent, who may seek written clarification of the contents of the plan and may submit recommendations for amendments as provided below. The County Superintendent is required to approve the LCAP on or before October 8 if it is determined that (1) the LCAP adheres to the template adopted by the SBE and follows any SBE instructions or directions for completing the template; (2) the district budget includes expenditures sufficient to implement the specific actions and strategies in the LCAP; and (3) the LCAP adheres to supplemental and concentration grant expenditure requirements specified in Education Code 42238.07 for unduplicated students. In determining whether the district has fully demonstrated that it will use supplemental and concentration funds to increase or improve services for unduplicated students, 5 CCR 15497 requires the County Superintendent to review any descriptions of districtwide or schoolwide services provided.

Education Code 52064.1 requires the district to file the LCFF budget overview for parents/guardians with the County Superintendent to be reviewed for adherence with the template adopted by the SPI. If the budget overview is not approved, the County Superintendent will withhold approval of the LCAP and will provide technical assistance pursuant to Education Code 52071.

Not later than five days after adoption of the LCAP, the district budget, and the budget overview for parents/guardians, the Board shall file the LCAP, the budget, and the budget overview with the County Superintendent of Schools. (Education Code 42127, 52064.1, 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

If the County Superintendent does not approve the district's LCAP, the Board shall accept technical assistance from the County Superintendent focused on revising the plan so that it can be approved. (Education Code 52071)

Monitoring Progress

CSBA NOTE: The following optional paragraph may be revised to reflect the district's timeline for reviewing the progress and effectiveness of strategies included in the LCAP. Reports should be provided to the Board in sufficient time to allow for any necessary changes in the annual update to the LCAP by July 1 of each year, as required by Education Code 52060-52061. The Dashboard provides a tool to assist in evaluation of district and school performance and includes all of the state priorities for the LCAP described in Education Code 52060.

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by the Superintendent and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation shall include, but not be limited to, an assessment of district and school performance reported on the California School Dashboard. Evaluation data shall be used to recommend any necessary revisions to the LCAP.

CSBA NOTE: Pursuant to Education Code 52071, when a school or a numerically significant student subgroup is not making sufficient progress toward its LCAP goals, the County Superintendent may be required to provide technical assistance or the Board may request technical assistance. In addition, the Superintendent of Public Instruction may intervene in any school which has been identified as in need of intervention based on criteria specified in Education Code 52072. Pursuant to Education Code 52059.5, CDE has established a unified system of support for districts and schools that meets state requirements as well as federal Title I requirements and ensures consistency between technical assistance provided under both sets of requirements. For more information, see BP 0520 - Intervention for Underperforming Schools.

The Superintendent or designee shall seek and/or accept technical assistance or other intervention that may be required pursuant to Education Code 52071 or 52072 when a school or a numerically significant student subgroup is not making sufficient progress toward the goals in the LCAP.

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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State	Description
5 CCR 15494-15497	Local control and accountability plan and spending requirements
Ed. Code 17002	State School Building Lease-Purchase Law, including definition of good repair
Ed. Code 305-306	English language education
Ed. Code 33430-33436	Learning Communities for School Success Program; grants for LCAP implementation
Ed. Code 41020	Requirement for annual audit

Ed. Code 41320-41322	Emergency apportionments
Ed. Code 42127	Public hearing on budget adoption
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 44258.9	County superintendent review of teacher assignment
Ed. Code 47604.33	Submission of reports by charter schools
Ed. Code 47606.5	Charter schools; local control and accountability plan
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51220	Course of study for grades 7-12
Ed. Code 52052	Numerically significant student subgroups
Ed. Code 52059.5	Statewide system of support
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52302	Regional occupational centers and programs
Ed. Code 52372.5	Linked learning program
Ed. Code 54692	Partnership academies
Ed. Code 60119	Sufficiency of textbooks and instructional materials; hearing and resolution
Ed. Code 60605.8	California Assessment of Academic Achievement; Academic Content Standards Commission
Ed. Code 64001	School plan for student achievement; consolidated application programs
Ed. Code 99300-99301	Early Assessment Program
W&I Code 300	Dependent child of the court

Federal

20 USC 6311

20 USC 6312

20 USC 6826

[34 CFR 300.600-300.647](#)

Description

State plan

Local educational agency plan

Title III funds; local plans

[Education of students with disabilities; monitoring, enforcement, confidentiality, and program information](#)

Management Resources

CA Department of Education Publication

California Department of Education Publication

California Department of Education Publication

California Department of Education Publication

Description

California School Accounting Manual

California Career Technical Education Model Curriculum Standards, 2013

LCFF Frequently Asked Questions

Local Control and Accountability Plan and Annual Update (LCAP) Template

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California Department of Education Publication	California Common Core State Standards: Mathematics, rev. 2013
California Department of Education Publication	California English Language Development Standards, 2012
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California Department of Education Publication	Family Engagement Framework: A Tool for California School Districts, 2014
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Website	CSBA
Website	California Department of Education

Cross References

Code	Description
0000	Vision
0400	Comprehensive Plans
0415	Equity
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0420.41	Charter School Oversight
0420.41-E(1)	Charter School Oversight
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0440	District Technology Plan
0440	District Technology Plan

0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
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0520	Intervention in Underperforming Schools
0520.1	Comprehensive and Targeted School Improvement
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4112.2	Certification

4112.2	Certification
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5144.1	Suspension And Expulsion/Due Process
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5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.6	Parent/Guardian Notifications
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5145.9	Hate-Motivated Behavior
5147	Dropout Prevention
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6020	Parent Involvement
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6120	Response To Instruction And Intervention
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6141.5	Advanced Placement
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6142.92	Mathematics Instruction
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6162.5	Student Assessment
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6164.4	Identification And Evaluation Of Individuals For Special Education
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6174	Education For English Learners
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6177	Summer Learning Programs
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Regulation 0460: Local Control And Accountability Plan

Status: ADOPTED

Original Adopted Date: 10/01/2017 | **Last Revised Date:** ~~12/01/2019~~ 12/01/2022 | **Last Reviewed Date:** 12/01/2022

CSBA NOTE: Education Codes 52060-52077 require the Governing Board to adopt and annually update, on or before July 1, a three-year local control and accountability plan (LCAP). See the accompanying Board policy for information about plan development and monitoring.

Goals and Actions Addressing State and Local Priorities

CSBA NOTE: Education Code 52060 requires that the LCAP include annual goals, aligned with specified state priorities, to be achieved for all students and for each numerically significant subgroup as defined in Education Code 52052. Pursuant to Education Code 52052, a numerically significant subgroup includes ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup (or at least 15 foster youth or homeless students) in the school or district.

In addition, several state priorities address programs and services for "unduplicated students." For purposes of supplemental and concentration grants allocated through the local control funding formula (LCFF), "unduplicated students" are defined by Education Code 42238.02 as students eligible for free or reduced-price meals, English learners, and foster youth; see the accompanying Board policy.

The district's local control and accountability plan (LCAP) and annual updates shall include, for the district and each district school: (Education Code 52060)

1. A description of the annual goals established for all students and for each numerically significant subgroup as defined in Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. The LCAP shall identify goals for each of the following state priorities:
 - a. The degree to which district teachers are appropriately assigned in accordance with Education Code 44258.9 and fully credentialed in the subject areas and for the students they are teaching; every district student has sufficient access to standards-aligned instructional materials as determined pursuant to Education Code 60119; and school facilities are maintained in good repair as specified in Education Code 17002
 - b. Implementation of the academic content and performance standards adopted by the State Board of Education (SBE), including how the programs and services will enable English learners to access the Common Core State Standards and the English language development standards for purposes of gaining academic content knowledge and English language proficiency

CSBA NOTE: Education Code 52060 provides that family engagement may include, but not be limited to, efforts by the district and schools to apply research-based practices, such as welcoming all families into the school community, engaging in effective two-way communication, supporting student success, and empowering families to advocate for equity and access. It may also include partnering with families to inform, influence, and create practices and programs that support student success and collaboration with families and the broader community, expand student learning opportunities, and promote civic participation.

- c. Parent/guardian involvement and family engagement, including efforts the district makes to seek parent/guardian input in district and school site decision making and how the district will promote parent/guardian participation in programs for unduplicated students, as defined in Education Code 42238.02 and Board policy, and students with disabilities
- d. Student achievement, as measured by all of the following as applicable:
 - i. Statewide assessments of student achievement
 - ii. The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University; have successfully completed career technical education (CTE) sequences or programs of study that align with SBE-approved career technical education standards and frameworks, including, but not limited to, those described in Education Code 52302, 52372.5, or 54692; and have successfully completed both college entrance courses and CTE sequences or programs
 - iii. The percentage of English learners who make progress toward English proficiency as measured by the SBE-certified assessment of English proficiency
 - iv. The English learner reclassification rate
 - v. The percentage of students who have passed an Advanced Placement examination with a score of 3 or higher
 - vi. The percentage of students who demonstrate college preparedness in the Early Assessment Program pursuant to Education Code 99300-99301
- e. Student engagement, as measured by school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, and high school graduation rates, as applicable
- f. School climate, as measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable
- g. The extent to which students have access to and are enrolled in a broad course of study that includes all of the subject areas described in Education Code 51210 and 51220, as applicable, including the programs and services developed and provided to unduplicated students and students with disabilities, and the programs and services that are provided to benefit these students as a result of supplemental and concentration grant funding pursuant to Education Code 42238.02 and 42238.03
- h. Student outcomes, if available, in the subject areas described in Education Code 51210 and 51220, as applicable

CSBA NOTE: In addition to goals aligned with the state priorities described in Item #1 above, Education Code 52060 provides that the LCAP may include goals for local priorities established by the Board; see the accompanying Board policy. Optional Item #2 below may be revised to reflect local priorities.

- 2. Any goals identified for any local priorities established by the Board.

3. A description of the specific actions the district will take during each year of the LCAP to achieve the identified goals, including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state and local priorities specified in ~~items~~Items #1-2 above. Such actions shall not supersede provisions of existing collective bargaining agreements within the district.

CSBA NOTE: Pursuant to Education Code 52060, in developing goals and actions for the LCAP, the Board may consider qualitative information, including, but not limited to, the results of school quality reviews conducted pursuant to Education Code 52052. Education Code 52052 authorizes the Superintendent of Public Instruction (SPI), with approval of the State Board of Education (SBE) and conditional upon an appropriation in the state budget, to develop and implement a program of school quality reviews that features locally convened panels to visit schools, observe teachers, interview students, and examine student work.

For purposes of the descriptions required by ~~items~~Items #1-3 above, the Board may consider qualitative information, including, but not limited to, findings that result from any school quality review conducted pursuant to Education Code 52052 or any other reviews. (Education Code 52060)

For any local priorities addressed in the LCAP, the Board and Superintendent or designee shall identify and include in the LCAP the method for measuring the district's progress toward achieving those goals. (Education Code 52060)

To the extent practicable, data reported in the LCAP shall be reported in a manner consistent with how information is reported on the California School Dashboard. (Education Code 52060)

Increase or Improvement in Services for Unduplicated Students

CSBA NOTE: The following section is for use by districts that receive LCFF supplemental and/or concentration grant funds. Such districts are required to increase or improve services for unduplicated students in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students; see BP 3100 - Budget. 5 CCR 15494-15496 specify the method for determining the percentage by which services for unduplicated students must be increased or improved above services provided to all students in the fiscal year.

The LCAP shall demonstrate how the district will increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students. (5 CCR 15494-15496)

When the district expends supplemental and/or concentration grant funds on a districtwide or schoolwide basis during the year for which the LCAP is adopted, the district's LCAP shall: (5 CCR 15496)

1. Identify those services that are being funded and provided on a districtwide or schoolwide basis
2. Describe how such services are principally directed towards, and are effective in, meeting the district's goals for unduplicated students in the state priority areas and any local priority areas
3. If the enrollment of unduplicated students is less than 55 percent of district enrollment or less than 40 percent of school enrollment, describe how these services are the most effective use of the funds to meet the district's goals for its unduplicated students in the state priority areas and any local priority areas. The description shall provide the basis for this determination, including, but not limited to, any alternatives considered and any supporting research, experiences, or educational theory.

Availability of the Plan

CSBA NOTE: Education Code 52065 requires the district to prominently post its LCAP, any annual update or revisions to the LCAP, and LCFF budget overview for parents/guardians on the homepage of its web site. In addition, the County Superintendent of Schools is required to post all district LCAPs, or links to those plans, on the county office of education web site and to transmit all such plans to the SPI, who will then post links to all plans on the California Department of Education web site.

Beginning July 1, 2025, if the district is identified by SBE as needing an improvement plan pursuant to 34 CFR 300.600-300.647, the Board shall adopt, and update on an annual basis, an Individual with Disabilities Education Act (IDEA) Addendum, based on the template adopted by SBE. However, if the district adopts an improvement plan after being identified, but before July 1, 2025, the IDEA Addendum shall be developed upon expiration of the adopted improvement plan, but no later than July 1, 2028.

The Superintendent or designee shall prominently post the LCAP, any updates or revisions to the LCAP, including the IDEA Addendum as applicable, and the LCFF budget overview for parents/guardians on the homepage of the district's web site. (Education Code 52064.1, 52064.3, 52065)

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Ed. Code 99300-99301	Early Assessment Program
W&I Code 300	Dependent child of the court

Federal

20 USC 6311

20 USC 6312

20 USC 6826

[34 USC 300.600](#)

Description

State plan

Local educational agency plan

Title III funds; local plans

[State monitoring and enforcement](#)

Management Resources

CA Department of Education Publication

California Department of Education Publication

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Description

California School Accounting Manual

California Career Technical Education Model Curriculum Standards, 2013

LCFF Frequently Asked Questions

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California Common Core State Standards: Mathematics, rev. 2013

California English Language Development Standards, 2012

California School Dashboard

Family Engagement Framework: A Tool for California School Districts, 2014

CSBA Publication	The California School Dashboard and Small Districts, October 2018
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Regulation 3260: Fees And Charges

Status: ADOPTED

Original Adopted Date: 03/01/2019 | **Last Reviewed Date:** 03/12/01/2019 2022

CSBA NOTE: Pursuant to 5 CCR 350, districts may charge fees only when specifically authorized by law. The following list specifies fees currently authorized by law and should be revised to reflect the types of fees that have been approved by the Governing Board; see the accompanying Board policy. Other permissible fees may exist and be identified in the future. For further information about fees and charges, see the California Department of Education's (CDE) 1720-01, "Fiscal Management Advisory 1720-01, Pupil Fees, Deposits and Other Charges."

Pursuant to Education Code 49011, a district is prohibited from requiring a student to pay fees or charges in order to participate in an educational activity. A complaint alleging the unauthorized charging of student fees should be filed in accordance with the uniform complaint procedures; see the accompanying Board policy and BP/AR 1312.3 - Uniform Complaint Procedures. Districts with questions as to whether a particular fee may be charged should consult with CSBA District and County Office of Education Legal Services or district legal counsel.

When approved by the Governing Board, the Superintendent or designee may impose a fee for the following: (5 CCR 350)

1. Insurance for athletic team members, with an exemption providing for the district to pay the cost of the insurance for any team member who is financially unable to pay (Education Code 32221)
2. Insurance for medical or hospital service for students participating in field trips and excursions (Education Code 35331)

CSBA NOTE: In its 1720-01, "Fiscal Management Advisory 1720-01," CDE interprets Education Code 35330 as permitting the district, at its discretion, to charge fees for any field trip, provided that no student is prevented from participating in a field trip due to a lack of funds.

3. Expenses of students' participation in a field trip or excursion within the state or to another state, the District of Columbia, or a foreign country, as long as no student is prohibited from making the field trip due to lack of funds (Education Code 35330)
4. Student fingerprinting program, as long as the fee does not exceed the actual costs associated with the program (Education Code 32390)
5. School camp programs in outdoor science education, conservation education, or forestry operated pursuant to Education Code 8760-8774, provided that the fee is not mandatory and no student is denied the opportunity to participate for nonpayment of the fee (Education Code 35335)

CSBA NOTE: Education Code 17551 permits the district to sell to a student any property of the district which has been fabricated by the student, as provided in ~~item~~ Item #6 below. ~~CDE~~ CDE's, "Fiscal Management Advisory 1720-01," clarifies that this cost applies to materials students will take home for their own possession and use, such as wood shop, art, or sewing projects.

6. Reimbursement to the district for the direct cost of materials used by students to fabricate property they will take home for their own possession and use, such as wood shop, art, or sewing projects kept by students (Education Code 17551)

CSBA NOTE: Education Code 39807.5, as amended by AB 181 (Ch. 52, Statutes of 2022), prohibits charging a fee for transportation to the parent/guardian of an unduplicated student as defined in Education Code 42238.02, which includes a student who is eligible for free or reduced-price meals, who is an English learner, or who is a foster youth.

7. Home-to-school transportation and transportation between regular, full-time day schools and regional occupational centers, programs, or classes, as long as the fee does not exceed the statewide average nonsubsidized cost per student, ~~the district provides a waiver based on financial need,~~ and an exemption is made for any student with a disability ~~whose individualized education program includes transportation as a related service necessary to receive a,~~ or any student who is eligible for free appropriate public education or reduced-price meals, any student who is an English learner, or any student who is a foster youth. (Education Code 39807.5)
8. Transportation for students to and from their places of employment in connection with any summer employment program for youth (Education Code 39837)
9. Deposit for school band instruments, music, uniforms, and other regalia which school band members take on excursions to foreign countries (Education Code 38120)
- ~~10. Sale or lease of personal computers or of Internet appliances that allow a person to connect to or access the district's educational network, provided that the items are sold or leased to parents/guardians at no more than cost and the district provides network access for families who cannot afford it (Education Code 17453.1)~~
- ~~11.~~ 10. An adult education or secondary school community service class in civic, vocational, literacy, health, ~~homemaking,~~ family and consumer sciences, technical, and general education, not to exceed the cost of maintaining the class (Education Code 51810-51815)

CSBA NOTE: In its, "Fiscal Management Advisory 20-01," CDE interprets Education Code 32030-32033 as permitting the district to charge fees for safety glasses that a student keeps, if the school provides them free of charge for use in specified courses or activities involving the use of hazardous substances likely to cause injury to the eyes.

- ~~12.~~ 11. Eye safety devices worn in courses or activities involving the use of hazardous substances likely to cause injury to the eyes, when being sold to students and/or teachers or instructors to keep and at a price not to exceed the district's actual costs (Education Code 32033)
- ~~13.~~ 12. Actual cost of furnishing copies of any student's records, except that no charge shall be made for furnishing up to two transcripts or two verifications of a former student's records or for reproducing records of a student with a disability when the cost would

effectively prevent the parent/guardian from exercising the right to receive the copies (Education Code 49065, 56504)

~~14.13.~~ Actual cost of duplication for reproduction of the prospectus of school curriculum or for copies of public records (Education Code 49091.14; Government Code 6253)

CSBA NOTE: Pursuant to the California Universal Meals Program established by Education Code 49501.5, as added by AB 130 (Ch. 44, Statutes of 2021), a district is required to provide a free, nutritionally adequate breakfast and lunch each school day, to any student who requests a meal, without consideration of the student's eligibility for a federally funded free or reduced-price meal. For more information regarding the California Universal Meals Program see BP/AR 3550 – Food Service/Child Nutrition Program, BP/AR 3551 – Food Service Operations/Cafeteria Fund, and BP/AR 3553 – Free and Reduced Price Meals.

~~15.14.~~ Food sold at school, subject to the California Universal Meals Program, free and reduced-price meal program eligibility, and other restrictions specified in law (Education Code 38084), 49501.5)

CSBA NOTE: According to CDE's, "Fiscal Management Advisory 20-01," a blanket policy that charges fees for any damage caused to district property would be inconsistent with Education Code 19911 and 48904. Therefore, a district should analyze, on a case-by-case basis, whether property has been willfully damaged.

~~16.15.~~ In accordance with law, replacement cost or reimbursement for lost or willfully damaged district books, supplies, or property, or for district property loaned to a student that the student fails to return (Education Code 19910-19911, 48904)

~~17.16.~~ Tuition for district school attendance by an out-of-state or out-of-country resident (Education Code 48050, 48052, 52613; 8 USC 1184)

~~18.17.~~ Adult education books, materials, transportation, and classes, except that no fee may be charged for classes in elementary subjects, classes for which high school credit is granted when taken by a person who does not hold a high school diploma, or classes in English and citizenship (Education Code 39801.5, 52612, 60410)

~~19.18.~~ Preschool and child care and development services, in accordance with the fee schedule established by the Superintendent of Public Instruction, unless the family qualifies for subsidized services or the program is exempted from fees by law (Education Code 8239, 8250, 8263) 8211, 8213, 8252-8254)

CBSA NOTE: Districts are prohibited from charging a fee for summer school programs. However, it is permissible for third parties that offer a summer school program to charge a fee for such program. CDE's, "Fiscal Management Advisory 22-01, Summer School, Third Parties, and Tuition Fees," provides that if a third party that is affiliated with a district charges tuition for a summer program, the district should make an individualized inquiry as to the relationship between the district and the third party to determine whether the educational activities are being offered by the district. In making this determination, districts may consider factors listed in Fiscal Management Advisory 22-01. Districts with questions as to whether a fee may be charged for summer school should consult CSBA District and County Office of Education Legal Services or district legal counsel.

~~20.19.~~ Participation in a before-school or after-school, or intersession program that is funded as an After School Education and Safety (ASES) program, 21st Century Community Learning Center (21st CCLC), or 21st Century High School After School Safety and Enrichment for Teens (ASSETs) program, or Expanded Learning Opportunity (ELO) program, provided that fees are waived or reduced for families with students who are eligible for free or reduced-price meals and, in regard to ASES and 21st CCLC programs, fees are not charged if the district knows the student is a homeless or foster youth (Education Code 8422, 8482.6, [46120](#))

CSBA NOTE: In its “Fiscal Management Advisory ~~1720-01,~~” CDE lists Advanced Placement and International Baccalaureate examination fees as permissible. Some districts choose to reduce the cost of the fees for low-income students through the use of district funds or other funding sources; see BP 6141.4 - International Baccalaureate Program and BP 6141.5 - Advanced Placement.

~~21.20.~~ Advanced Placement and International Baccalaureate Diploma examinations for college credits, as long as the examination is not a course requirement and the results have no impact on student grades or credits in the course

CSBA NOTE: In its “Fiscal Management Advisory ~~1720-01,~~” CDE advises that a district that requires its students to wear a cap and gown as a condition for their participation in the high school graduation ceremony may not require such students to purchase the cap and gown. CDE recommends that such districts provide the graduates with a cap and gown for their use at the graduation ceremony and inform them that those interested may purchase a cap and gown from a vendor.

Collection of Debt

CSBA NOTE: Education Code 49014 (the Public School Fair Debt Collection Act), as added by AB 1974 (Ch. 577, Statutes of 2018), establishes requirements for districts to follow when seeking to recover a debt owed by students and/or parents/guardians, including a requirement to provide the parent/guardian with an itemized invoice that references the district's policies relating to debt collection and the rights established pursuant to Education Code 49014 and 49557.5 (unpaid meal fees). It is recommended that districts include references to this administrative regulation and the accompanying Board policy, as well as BP/AR 3551 - Food Service Operations/Cafeteria Fund. For additional rights established by Education Code 49014, including prohibitions against directly billing a student or former student or imposing any negative action on a student, see the accompanying Board policy. Before pursuing payment of any debt that has accumulated from unpaid permissible fees, the Superintendent or designee shall provide an itemized invoice for any amount owed by the parent/guardian on behalf of a student or former student. The invoice shall reference district policies related to debt collection and the rights established pursuant to Education Code 49014 and 49557.5. For each payment received, the district shall provide a receipt to the parent/guardian. (Education Code 49014)

The Superintendent or designee shall not sell debt owed by a parent/guardian of a student or former student. (Education Code 49014)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 350	Fees not permitted
5 CCR 4600-4687	Uniform complaint procedures
CA Constitution Article 9, Section 5	Common school system
Ed. Code 17453.1	District sale or lease of Internet appliances or personal computers to parents of students
Ed. Code 17551	Property fabricated by students
Ed. Code 19910-19911	Offenses against libraries
Ed. Code 32033	Eye protective devices
Ed. Code 32221	Insurance for athletic team member
Ed. Code 32390	Voluntary program for fingerprinting students
Ed. Code 35330-35332	Field trips
Ed. Code 35335	School camp programs
Ed. Code 38080-38086.1	Cafeteria establishment and use
Ed. Code 38120	Use of school band equipment on excursions to foreign countries
Ed. Code 39801.5	Transportation for adults
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 39837	Transportation to summer employment program
<u>Ed. Code 42238.02</u>	<u>Local Control Funding Formula</u>
<u>Ed. Code 46120</u>	<u>Expanded learning opportunities</u>
Ed. Code 48050	Residents of adjoining states
Ed. Code 48052	Tuition for foreign residents
Ed. Code 48904	Liability of parent or guardian; withholding of grades, diplomas, transcripts
Ed. Code 49010-49013	Student fees
Ed. Code 49014	Public School Fair Debt Collection Act
Ed. Code 49065	Reasonable charge for transcripts
Ed. Code 49066	Grades; effect of physical education class apparel
Ed. Code 49091.14	Parental review of curriculum

Ed. Code 49501.5	California Universal Meals Program
Ed. Code 49557.5	Child Hunger Prevention and Fair Treatment Act of 2017
Ed. Code 51810-51815	Community service classes
Ed. Code 52612	Tuition for adult classes
Ed. Code 52613	Nonimmigrant foreign nationals
Ed. Code 56504	School records; students with disabilities
Ed. Code 60410	Books for adult classes
Ed. Code 8239 8211	Preschool and wraparound child care services Priority for full-day early childhood education programs
Ed. Code 8250 8213	Child care and development services for children with disabilities Income eligible; definition
Ed. Code 8263 8252-8254	Eligibility and priorities for subsidized child development services Early childhood education family fees
Ed. Code 8422 8420-8428	21st Century High School After School Safety and Enrichment for Teens programs
Ed. Code 8760-8774	Outdoor science, conservation, and forestry programs
Gov. Code 6253	Request for copy; fee
Federal	Description
8 USC 1184	Foreign students
Management Resources	Description
California Department of Education Publication	Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 17 20 -01, July 28, 2017 23, 2020
California Department of Education Publication	Summer School, Third Parties, and Tuition Fees, Fiscal Management Advisory 2222-01, September 1, 2022
Court Decision	CTA v. Glendale School District Board of Education (1980) 109 Cal. App. 3d 738
Court Decision	Driving School Assn of CA v. San Mateo Union HSD (1992) 11 Cal. App. 4th 1513
Court Decision	Hartzell v. Connell (1984) 35 Cal. 3d 899
Court Decision	Steffes v. California Interscholastic Federation (1986) 176 Cal. App. 3d 739
Court Decision	Arcadia Unified School District v. California Department of Education, (1992) 2 Cal. 4th 251
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0440	District Technology Plan
0440	District Technology Plan
1230	School-Connected Organizations
1230	School-Connected Organizations
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1321	Solicitation Of Funds From And By Students
1321	Solicitation Of Funds From And By Students
3100	Budget
3100	Budget
3250	Transportation Fees
3250	Transportation Fees
3290	Gifts, Grants And Bequests
3452	Student Activity Funds
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program

3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4131	Staff Development
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4231	Staff Development
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4331	Staff Development
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5111.1	District Residency
5111.1	District Residency
5111.2	Nonresident Foreign Students
5125	Student Records
5125	Student Records
5142	Safety
5142	Safety
5142.1	Identification And Reporting Of Missing Children
5143	Insurance
5143	Insurance
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs

5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6141.4	International Baccalaureate Program
6141.5	Advanced Placement
6142.4	Service Learning/Community Service Classes
6142.5	Environmental Education
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6158	Independent Study
6158	Independent Study
6161.2	Damaged Or Lost Instructional Materials
6163.1	Library Media Centers
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6177	Summer Learning Programs
6178.2	Regional Occupational Center/Program
6200	Adult Education
6200	Adult Education
9323.2	Actions By The Board
9323.2-E(1)	Actions By The Board

Policy 3460: Financial Reports And Accountability

Status: ADOPTED

Original Adopted Date: 11/01/2004 | **Last Revised Date:** 04/12/01/2013/2022 | **Last Reviewed Date:** 04/12/01/2013/2022

CSBA NOTE: The following policy is optional and should be revised to reflect district practice.

The Governing Board is committed to ensuring public accountability and the fiscal health of the district. The Board shall adopt sound fiscal management policies and practices, oversee the district's financial condition, and continually evaluate whether the district's budget and financial operations support the district's goals for student achievement.

CSBA NOTE: The following optional paragraph sets the Governing Board's expectation that the district's financial reports will adhere to generally accepted financial and accounting standards. The Governmental Accounting Standards Board (GASB) is a nonprofit agency that establishes financial and accounting standards for state and local government agencies, including school districts. By using the California Department of Education's (CDE) standardized account code structure (SACS) software to develop financial reports, the district will be assured of complying with generally accepted accounting principles prescribed by GASB and meeting other state and federal reporting guidelines.

The Superintendent or designee shall ensure that all district financial reports are prepared in accordance with law and in conformity with generally accepted accounting principles and financial reporting standards stipulated by the Governmental Accounting Standards Board and the California Department of Education (CDE). He/she The Superintendent or designee shall establish a system of ongoing internal controls to ensure the reliability of financial reporting.

When required by law or the Board, the Superintendent or designee shall submit to the Board reports of the district's financial status, including, but not limited to, any report specified in this Board policy or accompanying administrative regulation. When submission of any such report ~~must be approved by the Board prior to its submission~~ to a local, state, and/or federal agency requires prior Board approval, the Superintendent or designee shall provide the report to the Board in sufficient time to enable the Board to carefully review the report ~~and meet any applicable submission deadline~~.

The Board shall regularly communicate the district's financial position to the public and shall use financial reports to determine what actions and budget amendments, if any, are needed to ensure the district's financial stability without breaking any applicable submission deadline.

CSBA NOTE: The Fiscal Crisis and Management Assistance Team (FCMAT), which advises) is an independent entity created to help districts on avert fiscal insolvency and to provide districts with fiscal management and works with insolvent districts, has assistance. In August 2019, FCMAT revised the 15 identified ~~15~~ predictors of fiscal distress common in districts needing state intervention. These conditions include a governance crisis; absence According to FCMAT's "Indicators of communication to educational community; lack Risk or Potential Insolvency," the indicators of interagency cooperation; failure to recognize year-to-year trends (e.g., declining enrollment or deficit spending); flawed projections for average daily attendance; failure to maintain reserves; insufficient consideration of long-term bargaining agreement effects; flawed multi-year projections; inaccurate revenue and expenditure estimations; poor cash flow analysis and reconciliation; bargaining agreements beyond state cost-of-living adjustment; no integration of employee position control with payroll; risk or potential insolvency

include, but are not limited access to, conditions related to timely personnel, payroll, and unreliable budget control data and reports; escalating general fund encroachment; and lack of regular development, insufficient budget monitoring of categorical programs. See FCMAT's Fiscal Oversight Guide for further information.

When the County Superintendent of Schools reviews or updates, inadequate cash management, mismanaged collective bargaining agreements, increasing and/or unplanned contributions and transfers, continuing deficit spending, mismanaged employee benefits, and inattention to enrollment and attendance reporting.

In reviewing the district's budget (see AR 3100 - Budget), he/she the County Superintendent of Schools is required by Education Code 42127 and 42127.6 to consider whether more than three of these predictors are present. If so any studies, reports, evaluations, or audits of the district that contain evidence of fiscal distress based on the standards and criteria specified in Education Code 33127 or a finding that the district is in moderate or high risk of intervention based on the most common FCMAT indicators of a district needing intervention. In the event of any such evidence or finding, or if the district is showing fiscal distress under state criteria and standards for budgets or interim reports, as specified in 5 CCR 15440-15451 and 15453-15464, the County Superintendent must is required to investigate whether the district may be unable to meet its financial obligations for the current year's or two subsequent fiscal years years' financial obligations.

The Board shall regularly assess the district's financial position and communicate the results to the public, and shall use financial reports to determine the actions and budget amendments, if any, that are needed to ensure the district's financial stability. If district conditions predict fiscal distress or indicate that the district might not be able to meet its fiscal obligations, the Board and Superintendent or designee shall act quickly take action to identify and resolve these conditions: without delay. The Board shall work cooperatively with the County Superintendent of Schools to improve the district's fiscal health and may contract with an external individual or organization to advise provide the district on with needed advice or fiscal matters management or training.

CSBA NOTE: When a district is fiscally insolvent and is considering applying to the state for an emergency apportionment that exceeds 200 percent of the recommended reserve for that district, Education Code 41326 requires the Board to first discuss the need for that apportionment at a regular or special meeting. At that meeting, the Board must receive testimony from parents/guardians, exclusive representatives of employees, and other community members. If the Any district that receives such an apportionment, it is subject to the conditions set forth in Education Code 41326, including assumption of all the Board's legal rights, duties, and powers by a state-appointed administrator.

Unaudited Actual Receipts and Expenditures

On or before September 15, the Board shall approve and file with the County Superintendent a statement of the district's unaudited actual receipts and expenditures for the preceding fiscal year. The Superintendent or designee shall prepare this statement using the state's standardized account code structure (SACS) as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42100)

Gann Appropriations Limit Resolution

On or before September 15, the Board shall, at a regular or special meeting, adopt a resolution identifying, pursuant to Government Code 7900-7914, the district's estimated appropriations limit for the current fiscal year and the actual appropriations limit for the preceding fiscal year. Documentation used to identify these limits shall be made available to the public on the day of the Board meeting. (Education

Interim Reports/Certification of Ability to Meet Fiscal Obligations

CSBA NOTE: Education Code 42130 requires that the district issue two interim fiscal reports, as described below, based on the criteria and standards adopted by the State Board of Education (SBE) pursuant to Education Code 33127. These criteria and standards are delineated in 5 CCR 15453-15464. See the accompanying administrative regulation for further information about the contents of the interim reports.

~~The~~ Each fiscal year, the Superintendent or designee shall submit two interim fiscal reports to the Board; ~~the~~. The first report covering shall cover the district's financial and budgetary status for the period ending October 31 and the second report covering shall cover the period ending January 31. ~~The~~ These reports and supporting data shall be made available by the district for public review. (Education Code 42130)

Within 45 days after the close of the period reported, the Board shall approve the interim report and ~~certify~~, on the basis of the interim report and any additional financial information known by the Board, shall certify in writing whether the district will be able to meet its fiscal obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years. The certification shall be classified as one of the following: (Education Code 42130, 42131)

1. "Positive certification" indicating that the district will meet its financial obligations for the current fiscal year and two subsequent fiscal years
2. "Qualified certification" indicating that the district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years
3. "Negative certification" indicating that the district will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year

CSBA NOTE: Education Code 42130 and 42131 require that the interim report and certification be submitted to the County Superintendent in a format or on forms prescribed by the Superintendent of Public Instruction (SPI). ~~The~~ CDE requires that these be reported using the SACS software. Pursuant to Education Code 42131, upon receiving the certification, the County Superintendent is required to send any qualified or negative certification, along with the interim report, to the State Controller and the SPI.

The Superintendent or designee shall submit a copy of each interim report and certification to the County Superintendent using the state's SACS software, as prescribed by the SPI. (Education Code 42130, 42131)

CSBA NOTE: Education Code 42131 gives the County Superintendent 75 days after the close of the reporting period to change downgrade the district's positive certification to qualified or negative or, ~~as amended by AB 2662 (Ch. 589, Statutes of 2012), to change the district's a~~ qualified certification to negative. Districts may appeal the County Superintendent's determination to the SPI, who will then determine the certification to be given to the district.

If the district's certification is subsequently changed by the County Superintendent from a positive to a qualified or negative certification, or from a qualified to a negative certification, the Board may appeal the decision to the SPI within five days of receiving the notice of change. (Education Code 42131)

CSBA NOTE: Whenever the district receives a qualified or negative certification, Education Code 42131 requires the County Superintendent, within 75 days after the close of the reporting period, to submit his/her comments on the certification to the State Controller and the SPI and report any remedial action proposed or taken under the authority granted to the County Superintendent by Education Code 42127.6. Pursuant to Education Code 42127.6, the County Superintendent is required to take one or more of the following actions: (1) assign a fiscal expert to advise the district on its~~the~~ financial problems; (2) conduct a study of the ~~district's~~ financial and budgetary conditions of the district including, but not limited to, a review of internal controls; (3) direct the district to submit a financial projection of all fund and cash balances as of June 30 of the current year and subsequent fiscal years; (4) require the district to encumber all contracts and other obligations, prepare appropriate cash flow analyses and monthly or quarterly budget revisions, and appropriately record all receivables and payables; (5) direct the district to submit a proposal for addressing the fiscal conditions that caused the negative or qualified certification; (6) withhold the Board stipend and Superintendent compensation if requested financial information is not provided; and/or (7) assign FCMAT to review and provide recommendations to improve the district's teacher hiring process, teacher retention rate, extent of teacher misassignment, and provision of highly qualified teachers. Education Code 42131 also authorizes the State Controller to conduct an audit or review of the financial condition of any district having a negative or qualified certification.

Pursuant to Education Code 42652, a district that receives a qualified or negative certification also may lose the County Superintendent's or SPI's approval to draw warrants on the county treasury. Furthermore, pursuant to Education Code 42133, a district that receives a qualified or negative certification must have the County Superintendent's approval before issuing any certificates of participation, tax anticipation notes, revenue bonds, or other non-voter-approved debt (see ~~the~~ section entitled "Non-Voter-Approved Debt Report" in the accompanying administrative regulation).

Whenever a district with a qualified or negative certification is negotiating a collective bargaining agreement, it must allow the County Superintendent 10 working days to review and comment on the proposed collective bargaining agreement pursuant to Government Code 3540.2; see BP 4143/4243 - Negotiations/Consultation.

Whenever the district receives a qualified or negative certification from the Board or the County Superintendent, the Superintendent or designee shall cooperate in the implementation of any remedial actions taken or prescribed by the County Superintendent ~~under the authority granted to him/her pursuant to~~ . (Education Code 42131.)

CSBA NOTE: Whenever the district's second interim report is accompanied by a qualified or negative certification, the district must submit another financial statement by June 1 as described below; this report is sometimes referred to as the "third interim report."

If the second interim report is accompanied by a qualified or negative certification, the Board shall, no later than June 1, provide to the County Superintendent, the State Controller, and the SPI a financial statement as of April 30 ("third interim report") that projects the district's fund and cash balances through June 30. (Education Code 42131)

CSBA NOTE: Education Code 42637 authorizes the County Superintendent, upon concluding at any time during the fiscal year if ~~he/she concludes~~, that the district's budget does not comply with criteria and standards adopted by the SBE, to conduct a comprehensive review of the ~~district's~~ financial and budgetary conditions of the district and to report his/her~~the~~ findings to the Board at a public meeting. According to FCMAT's Fiscal Oversight Guide, ~~this provision of the law requires~~ the County Superintendent to must exercise this authority when the district receives a negative certification and ~~authorizes him/her~~ is authorized to do so when the district receives a qualified certification. After

receiving such a the report, the Board ~~must~~ is required to respond to the recommendations within 15 days.

~~At~~ if at any time during the fiscal year ~~when~~, the County Superintendent concludes that the district's budget does not comply with the standards and criteria for financial stability and conducts a comprehensive review of the ~~district's~~ district's financial and budgetary conditions after he/she has determined that the district's budget does not comply with state criteria and standards for fiscal stability, the Board shall review any report of the County Superintendent's Superintendent's findings and recommendations at a public Board meeting. Within 15 days of receiving the report, the district shall notify the County Superintendent and the SPI of ~~its~~ the Board's proposed actions on the recommendation. (Education Code 42637)

Audit Report

CSBA NOTE: Pursuant to Education Code 41020, the Board must, no later than May 1 of each year, arrange for an audit of all the district's funds. However, if the Board has not provided for an audit by April 1, the County Superintendent must do so at the district's cost. Thus, the paragraph below reflects the April 1 deadline.

Pursuant to Education Code 41020, any district contract for auditing services must be approved by the County Superintendent if the district has a disapproved budget, has received a negative certification on any budget or interim ~~fiscal~~ report during the current fiscal year or either of the two preceding fiscal years, or has otherwise been determined by the County Superintendent to have a lack of going concern; ~~any contract the district enters into for auditing services must be approved by the County Superintendent.~~

By April 1 of each year, the Board shall provide for an annual audit of the district's books and accounts. (Education Code 41020)

CSBA NOTE: Education Code 41020 requires the Board to select an auditor from a directory of certified public accountants and public accountants deemed by the State Controller as qualified to conduct audits of local education agencies. The State Controller is required to publish this directory by December 31 of each year.

In addition, Education Code 41020.5 prohibits the Board from employing any accountant identified by the State Controller as ineligible based on failure of past audits to comply with provisions of the K-12 annual audit guide. The State Controller will annually notify districts of ineligible accountants by March 1.

To conduct the audit, the Board shall select a certified public accountant or public accountant licensed by the State Board of Accountancy from among those deemed qualified by the State Controller. (Education Code 41020, 41020.5)

CSBA NOTE: Education Code 41020 requires that districts rotate auditors as specified below. However, the district may request that the Education Audit Appeals Panel waive this requirement if no otherwise eligible auditor is available to perform the audit.

The Board shall not select any Except when, as determined by the Education Audits Appeal Panel, no otherwise eligible auditor is available, a public accounting firm to provide audit services if the whose lead or coordinating audit partner having primary responsibility for the audit, or the whose audit partner

responsible for reviewing the audit; has performed audit services for the district in each of the six previous fiscal years shall not be selected to perform a district audit. (Education Code 41020)

CSBA NOTE: Education Code 41020.3 requires the Board to review the audit report at an open meeting by January 31 of each year. However, Education Code 41020 requires that the audit report be filed with the County Superintendent, CDE, and State Controller no later than December 15. Thus, it is recommended that the Board conduct its review of the audit prior to December 15 whenever possible.

No later than December 15, the report of the audit for the preceding fiscal year shall be filed with the County Superintendent, the CDE, and the State Controller. (Education Code 41020)

Prior to December 15 whenever possible, but in no case later than January 31, the Board shall review, at an open meeting, the annual district audit for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or any issue raised in a management letter. (Education Code 41020.3)

The Board shall have an opportunity at the meeting to ask questions of the auditor and request further information about the audit findings.

Audit Committee

CSBA NOTE: The following optional section may be revised to reflect district practice. Although it is the responsibility of district staff to prepare financial statements and the responsibility of the independent auditor to assure that the information in the statements is reliable and fairly presented, establishment of an audit committee provides an additional mechanism to ensure fiscal responsibility, as well as providing an opportunity for community participation. Committees established by Board action are subject to the Brown Act; see BP/AR 1220 - Citizen Advisory Committees and BB 9130 - Board Committees.

The Board may appoint an audit committee composed of staff knowledgeable about fiscal matters, other staff, and representatives of the community.

The committee shall serve in an advisory capacity and may:

1. Make recommendations regarding the selection of the external independent auditor in accordance with Education Code 41020 and 41020.5
2. Review the plan for the audit process with the independent auditor to determine the adequacy of the nature, scope, and timetable of the audit
3. Review the results of the audit and participate with the independent auditor and management in preparing final recommendations and responses
4. Participate with the independent auditor in presenting the audit report to the Board
5. Review Board policies and administrative regulations to recommend any revisions needed to ensure effective financial reporting
6. Provide input on the effectiveness of the independent auditor
7. Periodically report to the Board regarding the status of previous audit recommendations for improving the accounting and internal control systems

Policy Reference UPDATE Service

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5 CCR 15070	Submission of reports using standardized account code structure
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5 CCR 15453-15464	Criteria and standards for school district interim reports
5 CCR 19810-19816.1	Audits
Ed. Code 1240	County superintendent of schools; duties
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Ed. Code 41344.1	Appeals of audit findings
Ed. Code 41455	Examination of financial problems of local districts
Ed. Code 42100-42105	Requirement to prepare and file annual statement
Ed. Code 42122 <u>42120</u> -42129	Budget requirements
Ed. Code 42130-42134	Financial reports and certifications
Ed. Code 42140-42142	Public disclosure of fiscal obligations
Ed. Code 42637	County superintendent review of district's financial and budgetary conditions

Ed. Code 42652	Revocation or suspension of warrant authority
Ed. Code 48300-48316	Student attendance alternatives; school district of choice program
Ed. Code 52060-52077	Local control and accountability plan
Gov. Code 16429.1	Local agency investment fund
Gov. Code 3540.2	Meeting and negotiating in public educational employment
Gov. Code 53646	Treasurer reports and statements of investment policy
Gov. Code 7900-7914	Appropriations limit
Federal	Description
2 CFR 200.0-200.521	Federal uniform grant guidance
31 USC 7501-7507	Single audits of federal program funds
Management Resources	Description
California Department of Education Communication	New Financial Reporting Requirements for Postemployment Benefits Other than Pensions, February 26, 2007
California Department of Education Communication	Audit Resolution Process: Repayment Plans, December 8, 2000
Fiscal Crisis & Management Assistance Team Pub.	Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006
Governmental Accounting Standards Board Statement	Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009
Governmental Accounting Standards Board Statement	Statement 75, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2015
Governmental Accounting Standards Board Statement	Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999
Governmental Accounting Standards Board Statement	Statement 75, Accounting and Financial Reporting for Post-employment Benefits Other Than Pensions, June 2015
State Controller Publication	Standards and Procedures for Audits of California K-12 Local Educational Agencies (annual publication)
U.S. Gov. Accountability Office & PCIE Publication	Financial Audit Manual, revised 2008
U.S. Gov. Accountability Office & PCIE Publication	Government Auditing Standards, 2011
Website	CSBA District and County Office of Education Legal Services
Website	Governmental Accounting Standards Board
Website	California State Controller
Website	U.S. Government Accountability Office

Website	California County Superintendents Educational Services Association
Website	California Department of Education, Finance and Grants
Website	Education Audit Appeals Panel
Website	Fiscal Crisis and Management Assistance Team
Website	CSBA
Website	California Association of School Business Officials
Website	Office of Management and Budget
Website	School Services of California, Inc.

Cross References

Code	Description
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0500	Accountability
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1340	Access To District Records
1340	Access To District Records
3000	Concepts And Roles
3100	Budget
3100	Budget
3110	Transfer Of Funds
3220.1	Lottery Funds
3230	Federal Grant Funds
3230	Federal Grant Funds
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3290	Gifts, Grants And Bequests
3300	Expenditures And Purchases
3312	Contracts
3314	Payment For Goods And Services
3314	Payment For Goods And Services
3314.2	Revolving Funds

3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3430	Investing
3430	Investing
3451	Petty Cash Funds
3452	Student Activity Funds
3470	Debt Issuance And Management
3510	Green School Operations
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3580	District Records
3580	District Records
4143	Negotiations/Consultation
4143.1	Public Notice - Personnel Negotiations
4143.1	Public Notice - Personnel Negotiations
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4243	Negotiations/Consultation
4243.1	Public Notice - Personnel Negotiations
4243.1	Public Notice - Personnel Negotiations
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4312.1	Contracts
4331	Staff Development
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5126	Awards For Achievement
5126	Awards For Achievement
6117	Year-Round Schedules
7210	Facilities Financing
7212	Mello-Roos Districts

7214	General Obligation Bonds
7214	General Obligation Bonds
9000	Role Of The Board
9130	Board Committees
9140	Board Representatives
9322	Agenda/Meeting Materials

Regulation 3460: Financial Reports And Accountability

Status: ADOPTED

Original Adopted Date: 04/01/2014 | Last Revised Date: ~~10/12/01/2018~~2022 | Last Reviewed Date:
~~10/12/01/2018~~2022

Interim Reports

CSBA NOTE: Education Code 42130 requires that the district issue two interim-fiscal reports; see the accompanying Board policy for information about the use of these reports to certify whether the district will be able to meet its fiscal obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years.

Each interim-fiscal report developed pursuant to Education Code 42130 shall include an assessment of the district budget as revised to reflect current information regarding the adopted state budget, district property tax revenues, if any, and ending balances for the preceding fiscal year. (Education Code 42130, 42131)

CSBA NOTE: Interim reports must be based on the criteria and standards adopted by the State Board of Education (SBE) pursuant to Education Code 33127. These criteria and standards are specified in 5 CCR 15453-15464 and address the areas listed below.

The ~~interim-fiscal~~ **Interim** reports shall be based on State Board of Education (SBE) criteria and standards which address fund and cash balances, reserves, deficit spending, estimation of average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected local control funding formula (LCFF) revenue, salaries and benefits, other revenues and expenditures, and facilities maintenance. For purposes of assessing projections of LCFF revenue, the first interim report shall be compared to the adopted district budget, and the second interim report shall be compared to the projections in the first interim report. (Education Code 42130; 5 CCR 15453-15464)

The ~~interim-fiscal~~ **An interim** report shall also provide supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, contingent revenues, contributions (i.e., projected contributions from unrestricted general fund resources to restricted general fund resources, projected transfers to or from the general fund to cover operating deficits in the general fund or any other fund, and capital project cost overruns that may impact the general fund budget), long-term commitments, unfunded liabilities, temporary interfund borrowings, the status of labor agreements, and the status of other funds. (Education Code 42130; 5 CCR 15453, 15464)

Audit Report

CSBA NOTE: Pursuant to Education Code 41020, each year the district is required to arrange for an independent audit of all the district's funds. The audit must be approved by the Governing Board and submitted to the County Superintendent of Schools, California Department of Education (CDE), and State Controller within specified timelines. See the accompanying Board policy.

The Superintendent or designee shall establish a timetable for the completion and review of the annual audit within the deadlines established by law.

CSBA NOTE: The following paragraph is optional. Governmental Accounting Standards Board (GASB) Statement 34 contains requirements for the contents of the district's annual audited financial reports.

The Superintendent or designee shall provide the necessary financial records and cooperate with the independent auditor selected by the Governing Board to ensure that the audit report contains all information required by law and the Governmental Accounting Standards Board (GASB).

CSBA NOTE: Pursuant to Education Code 41020, the audit must include an audit of income and expenditures for all district funds, as provided below. Additionally, Education Code 41020 requires that the audit include a determination of whether funds were expended in accordance with the district's local control and accountability plan (LCAP). Pursuant to Education Code 52061, the annual update to the LCAP must list expenditures for specific actions to be taken to achieve the goals in the LCAP, including expenditures for services to English learners, foster youth, and students eligible for free and reduced-price meals. See BP/AR 0460 - Local Control and Accountability Plan for requirements pertaining to the LCAP.

The district audit shall include an audit of all income and expenditures by source of funds for all funds of the district, including the student body and cafeteria funds and accounts, state and federal grant funds, and any other funds under the district's control or jurisdiction of the district, as well as an audit of student attendance procedures. The audit shall also include a determination of whether LCFF funds were expended in accordance with the district's local control and accountability plan or an approved annual update of the plan. (Education Code 41020)

CSBA NOTE: The following optional paragraph is for use by districts that elect to participate in the school district of choice program (Education Code 48300-48316); see BP/AR 5117 - Interdistrict Attendance. Pursuant to Education Code 48301, any district that elects to participate in the school district of choice program must ensure that its annual financial audit includes a review of the district's compliance with program requirements to establish a random, unbiased process for student admittance and to provide appropriate and factually accurate parent/guardian communications.

If the district participates in the school district of choice program to accept interdistrict transfers, the Superintendent or designee shall notify the auditor, prior to the commencement of the audit, that the audit must include a review of the district's compliance with specified program requirements. (Education Code 48301)

CSBA NOTE: Pursuant to Education Code 41344 and 41344.1, the district may appeal to the Education Audit Appeals Panel (EAAP) when an audit finding requires the district to repay an apportionment or pay a penalty. If the EAAP finds that there has been substantial compliance with the law, it may waive or reduce repayments or order other remedial measures to induce future compliance.

If an audit finding results in the district being required to repay an apportionment or pay a penalty, the district may appeal the finding to the Education Audit Appeals Panel by making an informal summary appeal within 30 days of receiving the final audit report or initiating a formal appeal within 60 days of receiving the report. (Education Code 41344, 41344.1)

While a public accounting firm is performing the audit of the district, it shall not provide any nonauditing, management, or other consulting services for the district except as provided in Government Auditing Standards, Amendment #3, published by the U.S. Government Accountability Office. (Education Code 41020)

Report on Expenditures of State Facilities Funds

CSBA NOTE: Pursuant to Education Code 41024, as added by AB 99 (Ch. 15, Statutes of 2017) and amended by AB 1808 (Ch. 32, Statutes of 2018), districts that receive state facilities funding pursuant to the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30) must annually report a detailed list of all expenditures of state funds, including interest, and of the district's matching funds for

completed projects. Education Code 41024 requires that an audit of completed facilities projects be submitted within one year of project completion.

Education Code 41024 requires CDE to provide the Office of Public School Construction with a copy of the audit identifying any adjustments to be made in grant funding as a result of the audit findings. the auditor to file the audit of state facilities funds with the State Controller within 60 days of completion of the audit. The State Controller, within 60 days of the receipt of the certified audit and after determining that the audit conforms with reporting standards in the audit guide, is then required to provide a copy of the audit to CDE and the Office of Public School Construction (OPSC), and to notify OPSC of any audit findings required pursuant to Education Code 41024 and of any amounts or adjustments identified on the basis of district's failure to expend the funds in accordance with the School Facilities Act or any accompanying grant agreement signed by district. The district may appeal any finding in accordance with the timelines and process specified in Education Code 41344. However, certain adjustments specified in Education Code 41024 (b)(1)(C)-(G) are not appealable to the Education Audit Appeals Panel.

When the district participates in the school facilities program pursuant to Education Code 17070.10-17079.30, the Superintendent or designee shall annually report a detailed list of all expenditures of state facilities funds, including interest, and of the district's matching funds for completed projects until all such funds are expended. The report shall identify expenditures on a project-by-project basis, reflect completed projects that were reimbursed within that fiscal year, and clearly indicate the list of projects that have been completed. (Education Code 41024; 2 CCR 1859.104)

Audits of facilities projects shall be concluded within one year of project completion; and shall be included as part of the district's audit for the fiscal year in which the project is reported as completed. A project shall be deemed completed when any of the following conditions is met: (Education Code 41024; 2 CCR 1859.104)

1. When the notice of completion for the project has been filed, all outstanding invoices, claims, and change orders have been satisfied, and the facility is currently in use by the district
2. Three years from the date of the final fund release for an elementary school project
3. Four years from the date of the final fund release for a middle or high school project

Fund Balance

CSBA NOTE: The following optional section reflects GASB Statement 54, which addresses the manner in which fund balances in the general fund must be reported in external financial reports. Pursuant to GASB 54, the Board has sole authority to specify purposes of committed funds (~~item~~Item #3 below) and also must express, or delegate the authority to express, intended purposes of resources resulting in the assigned fund balance (~~item~~Item #4 below); see BP 3100 - Budget.

In accordance with GASB Statement 54, external financial reports shall report fund balances in the general fund within the following classifications based on the relative strength of constraints placed on the purposes for which resources can be used:

1. Nonspendable fund balance, including amounts that are not expected to be converted to cash, such as resources that are not in a spendable form or are legally or contractually required to be maintained intact

2. Restricted fund balance, including amounts constrained to specific purposes by their providers or by law
3. Committed fund balance, including amounts constrained to specific purposes by the Board
4. Assigned fund balance, including amounts which the Board or its designee intends to use for a specific purpose
5. Unassigned fund balance, including amounts that are available for any purpose

Negative Balance Report

CSBA NOTE: When applicable, Education Code 42127.5 requires districts to report the reasons for a negative unrestricted fund balance or negative cash balance. "Unrestricted funds" are any funds that are not constrained by law to be spent on specific purposes and which therefore may be spent as the Board deems appropriate. Such funds may be reported in the committed fund balance, assigned fund balance, or unassigned fund balance as provided in ~~items~~Items #3-5 in the section "Fund Balance" above.

Whenever the district reports a negative unrestricted fund balance or a negative cash balance in its annual budget or annual audit report, it shall include in the budget a statement that identifies the reasons for the negative unrestricted fund balance or negative cash balance and the steps that have been taken to ensure that the negative balance will not occur at the end of the current fiscal year. (Education Code 42127.5)

Lease Accounting

CSBA NOTE: To increase the usefulness of government financial statements, the Governmental Accounting Standards Board has issued GASB Statement 87, which defines a lease as a "contract that conveys control of the right to use another entity's nonfinancial asset as specified in the contract for a period of time in an exchange or exchange-like transaction," and changes the rules related to the recognition, measurement, and related disclosures of leases involving governmental entities. Examples of "nonfinancial assets" include buildings, land, vehicles, and equipment. GASB 87 provisions became effective for the reporting periods beginning after June 15, 2021.

Any lease agreement involving the district, whether as lessor or lessee, shall be classified as a short-term lease, a contract that transfers ownership, or a lease other than short-term lease and contract that transfers ownership. District financial statement disclosures and schedules related to any lease shall comply with the standards specified in GASB 87.

Non-Voter-Approved Debt Report

CSBA NOTE: The following section addresses notices regarding the issuance of revenue bonds, certificates of participation, and other non-voter-approved debts. Pursuant to Education Code 17150 and 17150.1, the County Superintendent and county auditor may, within 15 days of receiving these notices from the district, comment publicly to the Board regarding the capability of the district to repay the debt obligation.

Pursuant to Education Code 42133, a district that has a qualified or negative certification in any fiscal year cannot issue non-voter-approved debt in that fiscal year or in the next fiscal year unless the County Superintendent determines that the ~~district's~~district's repayment of the debt is probable.

Upon approval by the Board to proceed with the issuance of revenue bonds or any agreement for financing school construction pursuant to Education Code 17170-17199.5, the Superintendent or designee shall notify the County Superintendent of Schools and the county auditor. The Superintendent

or designee shall provide the Board, the county auditor, the County Superintendent, and the public with related repayment schedules and evidence of the ~~district's~~district's ability to repay the obligation. (Education Code 17150)

When the Board is considering the issuance of certificates of participation and other debt instruments that are secured by real property and do not require the approval of the voters of the district, the Superintendent or designee shall provide notice to the County Superintendent and county auditor no later than 30 days before the ~~Board's~~Board's approval to proceed with issuance. -The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with information necessary to assess the anticipated effect of the debt issuance, including related repayment schedules, evidence of the ~~district's~~district's ability to repay the obligation, and the issuance costs. (Education Code 17150.1)

Other Postemployment Benefits Report

CSBA NOTE: The following section reflects GASB Statement 75, which contains reporting requirements pertaining to "other postemployment benefits" (OPEBs) (i.e., medical, dental, vision, hearing, life insurance, long-term care, long-term disability, and other nonpension benefits for retired employees). Under GASB 75, districts that do not provide OPEB through a trust are required to report the total unfunded liability (i.e., OPEBs that are not prefunded), as calculated in the most recent actuary report, in the ~~district's~~district's financial statements. The decision of whether to prefund the benefits, and by how much, is at the ~~Board's~~Board's discretion; see BP 3100 -- Budget.

The ~~SBE's~~SBE's criteria and standards for budget adoption (5 CCR 15440-15451) require districts to estimate unfunded OPEBs as well as the unfunded portion of any self-insured benefits program. Changes to the unfunded liabilities are disclosed at interim reporting periods pursuant to 5 CCR 15453 and 15464. These reports are included in the ~~state's~~state's standardized account code structure software used to develop budget and interim reports.

~~CSBA's~~CSBA's OPEB Solutions Program provides access to qualified actuaries and consultants and a GASB 75-compliant trust to prefund future obligations. See ~~CSBA's~~CSBA's web site for further information.

The following optional section may be revised to reflect district practice and should be deleted by districts that do not provide OPEBs.

In accordance with GASB Statement 75, the ~~district's~~district's financial statements shall report the expense of nonpension other postemployment benefits (OPEBs) on an accrual basis over ~~retirees'~~retirees' active working lifetime, as determined by a qualified actuary procured by the Superintendent or designee. To the extent that these OPEBs are not prefunded, the district shall report a liability on its financial statements.

The Superintendent or designee shall annually present the estimated accrued but unfunded cost of OPEBs and the actuarial report upon which those costs are based at a ~~public~~public open meeting of the Board. (Education Code 42140)

CSBA NOTE: Pursuant to GASB 75, the district must arrange for an actuary to update the valuation of its OPEB obligations every two years. However, GASB 75 includes an option for the use of a specified alternative method in lieu of an actuarial valuation for purposes of determining the total OPEB liability for benefits provided through an OPEB plan with fewer than 100 members. Such districts may modify the following paragraph to reflect district practice.

The district's financial obligation for OPEBs shall be reevaluated every two years in accordance with GASB 75.

~~Workers'~~**Workers'** Compensation Claims Report

CSBA NOTE: The following optional section is for use by districts that are self-insured for ~~workers'~~**workers'** compensation claims, either individually or as part of a joint powers agency. See BP 3100 ~~--~~ Budget for provisions related to funding the estimated accrued cost of ~~workers'~~**workers'** compensation claims.

The Superintendent or designee shall annually provide the Board, at a public meeting, information and related actuarial reports showing the estimated accrued but unfunded cost of ~~workers'~~**workers'** compensation claims. The estimate of costs shall be based on an actuarial report completed at least every three years by a qualified actuary. (Education Code 42141)

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Ed. Code 41455	Examination of financial problems of local districts
Ed. Code 42100-42105	Requirement to prepare and file annual statement
Ed. Code 42122 <u>42120</u> -42129	Budget requirements
Ed. Code 42130-42134	Financial reports and certifications
Ed. Code 42140-42142	Public disclosure of fiscal obligations
Ed. Code 42637	County superintendent review of district's financial and budgetary conditions
Ed. Code 42652	Revocation or suspension of warrant authority
Ed. Code 48300-48316	Student attendance alternatives; school district of choice program
Ed. Code 52060-52077	Local control and accountability plan
Gov. Code 16429.1	Local agency investment fund
Gov. Code 3540.2	Meeting and negotiating in public educational employment
Gov. Code 53646	Treasurer reports and statements of investment policy
Gov. Code 7900-7914	Appropriations limit
Federal	Description
2 CFR 200.0-200.521	Federal uniform grant guidance
31 USC 7501-7507	Single audits of federal program funds
Management Resources	Description
California Department of Education Communication	New Financial Reporting Requirements for Postemployment Benefits Other than Pensions, February 26, 2007
California Department of Education Communication	Audit Resolution Process: Repayment Plans, December 8, 2000
Fiscal Crisis & Management Assistance Team Pub.	Fiscal Oversight Guide for AB 1200, AB 2756, <u>AB 1840</u> and Subsequent Related Legislation, September 2006 <u>2021</u>
<u>Fiscal Crisis & Management Assistance Team Pub.</u>	<u>Indicators of Risk or Potential Insolvency For K-12 Local Education Agencies</u>
Governmental Accounting Standards Board Statement	Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009
Governmental Accounting Standards Board Statement	Statement 75, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2015
Governmental Accounting Standards Board Statement	Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999

Governmental Accounting Standards Board Statement	Statement 75, Accounting and Financial Reporting for Post-employment Benefits Other Than Pensions, June 2015
<u>Governmental Accounting Standards Board Statement</u> State Controller Publication	<u>Statement 87, Leases, June 2017</u> Standards and Procedures for Audits of California K-12 Local Educational Agencies (annual publication)
U.S. Gov. Accountability Office & PCIE Publication	Financial Audit Manual, revised 2008
U.S. Gov. Accountability Office & PCIE Publication	Government Auditing Standards, 2011
Website	CSBA District and County Office of Education Legal Services
Website	Governmental Accounting Standards Board
Website	California State Controller
Website	U.S. Government Accountability Office
Website	California County Superintendents Educational Services Association
Website	California Department of Education, Finance and Grants
Website	Education Audit Appeals Panel
Website	Fiscal Crisis and Management Assistance Team
Website	CSBA
Website	California Association of School Business Officials
Website	Office of Management and Budget
Website	School Services of California, Inc.

Cross References

Code	Description
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0500	Accountability
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1340	Access To District Records
1340	Access To District Records
3000	Concepts And Roles
3100	Budget
3100	Budget
3110	Transfer Of Funds

3220.1	Lottery Funds
3230	Federal Grant Funds
3230	Federal Grant Funds
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3290	Gifts, Grants And Bequests
3300	Expenditures And Purchases
3312	Contracts
3314	Payment For Goods And Services
3314	Payment For Goods And Services
3314.2	Revolving Funds
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3430	Investing
3430	Investing
3451	Petty Cash Funds
3452	Student Activity Funds
3470	Debt Issuance And Management
3510	Green School Operations
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3580	District Records
3580	District Records
4143	Negotiations/Consultation
4143.1	Public Notice - Personnel Negotiations
4143.1	Public Notice - Personnel Negotiations
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4243	Negotiations/Consultation
4243.1	Public Notice - Personnel Negotiations
4243.1	Public Notice - Personnel Negotiations
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits

4312.1	Contracts
4331	Staff Development
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5126	Awards For Achievement
5126	Awards For Achievement
6117	Year-Round Schedules
7210	Facilities Financing
7212	Mello-Roos Districts
7214	General Obligation Bonds
7214	General Obligation Bonds
9000	Role Of The Board
9130	Board Committees
9140	Board Representatives
9322	Agenda/Meeting Materials

Policy 3515: Campus Security

Status: ADOPTED

Original Adopted Date: 03/01/2007 | Last Revised Date: ~~12/01/2019~~ 2022

CSBA NOTE: The following optional policy should be modified to reflect district practice.

The Governing Board is committed to providing a school environment that promotes the safety of students, staff, and visitors to school grounds. The Board also recognizes the importance of protecting district property, facilities, and equipment from vandalism and theft.

The Superintendent or designee shall develop campus security procedures, which may be included in the district's comprehensive safety plan and/or site-level safety plans. Such procedures shall be regularly reviewed to reflect changed circumstances and to assess their effectiveness in achieving safe school objectives.

Additionally, the Superintendent or designee shall regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure, and the monitoring and response to suspicious and/or threatening digital media content.

Reporting Threats

CSBA NOTE: Education Code 49393, as added by SB 906 (Ch. 144, Statutes of 2022), requires the reporting of potential homicidal acts related to school or a school activity, as described below.

Any certificated or classified employee, or other school official, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, as defined, shall immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393. (Education Code 49390, 49393)

Threat or perceived threat means any writing or action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity. This may include possession, use, or depictions of firearms, ammunition, shootings, or targets in association with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the student. It may also include a warning by a parent, student, or other individual.

Additionally, anyone who receives or learns of a health or safety threat related to school or a school activity is encouraged to report the threat to a school or district administrator.

Surveillance Systems

CSBA NOTE: The following optional section is for use by districts that have authorized the use of surveillance systems. Generally, the use of cameras (i.e., a "search" within the meaning of the Fourth Amendment) must be reasonable and the cameras must not be used in areas where there is a "reasonable expectation of privacy" (*New Jersey v. T.L.O.*). To protect reasonable expectations of privacy, cameras should not be located in areas such as bathrooms, locker rooms, or private offices. In addition, Education Code 51512 prohibits the use of a recording device in a classroom without the prior consent of the teacher and principal. Examples of locations where cameras may generally be used include hallways, stairwells, parking lots, and cafeterias. For language about the use of cameras on school buses, see AR 5131.1 - Bus Conduct.

Penal Code 632 prohibits the recording of conversations unless the parties to the conversation may reasonably expect that the communication may be overheard or recorded. Thus, if the district's equipment has audio capability, it should be disabled so that sounds are not recorded.

In consultation with the district's [school site council](#), safety planning committee, other relevant stakeholders, and staff, the Superintendent or designee shall identify appropriate locations for the placement of surveillance cameras. Cameras shall not be placed in areas where students, staff, or community members have a reasonable expectation of privacy. Any audio capability on the district's surveillance equipment shall be disabled so that sounds are not recorded.

CSBA NOTE: According to the National Institute of Justice publication [“The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies;”](#) signage is an important component of a successful surveillance system and can serve as a deterrent. The Institute recommends that the signs state that the system may or may not be actively monitored. Such language is intended to deter potential perpetrators while also not building an expectation among potential victims that a person is watching events live and will be able to provide immediate assistance.

Prior to the operation of the surveillance system, the Superintendent or designee shall ensure that signs are posted at conspicuous and targeted locations around school buildings and grounds. These signs shall state that the facility uses video surveillance equipment for security purposes and that the equipment may or may not be actively monitored at any time. The Superintendent or designee shall also provide prior written notice to students and parents/guardians about the district's surveillance system, including the locations where surveillance may occur and that the recordings may be used in disciplinary proceedings and/or referred to local law enforcement, as appropriate.

CSBA NOTE: Pursuant to 20 USC 1232(g) (Family Educational Rights and Privacy Act), 34 CFR 99.3, and Education Code 49061, any recording or image that is directly related to a student and is maintained by the district or a person acting for the district is considered a "student record" and thus is subject to those laws regarding access, disclosure, and retention. See BP/AR 5125 - Student Records. Also see the [“U.S. Department of Education's FAQs on Photos and Videos under FERPA;”](#) located on its web site.

In addition, a recording or image of a staff member that may be used in a personnel action is subject to the laws regarding personnel records, including an employee's right to comment on derogatory information placed in a personnel file. See AR 4112.6/4212.6/4312.6 - Personnel Files.

To the extent that any images from the district's surveillance system create a student or personnel record, the Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Board policy, administrative regulation, and any applicable collective bargaining agreements.

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
24 CCR 1010.1.11 2	Door operations
24 CCR 1010.1.9 2 2.8.2	Lockable doors from the inside
CA Constitution Article 1, Section 28	Right to Safe Schools
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act

Ed. Code 17583	Classroom security locks; modernization projects
Ed. Code 32020	School gates; entrances for emergency vehicles
Ed. Code 32211	Threatened disruption or interference with classes
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35160	Authority of governing boards
Ed. Code 35160.1	Broad authority of school districts
Ed. Code 35266	Reporting of cyber attacks
Ed. Code 38000-38005	Security departments
Ed. Code 49050-49051	Searches by school employees
Ed. Code 49060-49079	Student records
Ed. Code 49390-49395	Homicide threats
Gov. Code 11549.3	Independent security assessment
Pen. Code 469	Unauthorized making, duplicating or possession of key to public building
Pen. Code 626-626.11	School Weapons on school grounds and other school crimes
Federal	Description
6 USC 665k	Federal Clearinghouse on School Safety Evidence-Based Practices
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
34 CFR 99.3	Definition of education records
US DOE Publication	FAQs on Photos and Videos under FERPA
Management Resources	Description
Attorney General Opinion	75 Ops.Cal.Atty.Gen. 155 (1992)
Attorney General Opinion	83 Ops.Cal.Atty.Gen. 257 (2000)
Court Decision	Brannum v. Overton County School Board (2008) 516 F. 3d 489
Court Decision	New Jersey v. T.L.O. (1985) 469 U.S. 325
CSBA California Department of Education Publication	Safe Schools: A Planning Guide for Action Workbook , 2002
National Institute of Justice Publication	The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies, rev. 2005 2005 1999
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Protecting Student Privacy
Website	U.S. Department of Homeland Security, Fusion Centers (https://www.dhs.gov/fusion-centers)
Website	National Institute of Justice
Website	National School Safety Center
Website	California Department of Education, Safe Schools

Website	California Military Department (https://calguard.ca.gov/)
Website	California State Threat Assessment System (https://calstas.org/)
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1330.1	Joint Use Agreements
3000	Concepts And Roles
3440	Inventories
3515.2	Disruptions
3515.2	Disruptions
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
3515.7	Firearms On School Grounds
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.2	Bomb Threats
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4112.6	Personnel Files
4119.1	Civil And Legal Rights
4131	Staff Development
4158	Employee Security
4158	Employee Security
4212.6	Personnel Files
4219.1	Civil And Legal Rights

4231	Staff Development
4258	Employee Security
4258	Employee Security
<u>4312.6</u>	<u>Personnel Files</u>
4319.1	Civil And Legal Rights
4331	Staff Development
4358	Employee Security
4358	Employee Security
5112.5	Open/Closed Campus
5116.2	Involuntary Student Transfers
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E (1)	Release Of Directory Information
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.2	Bullying
5131.2	Bullying
5131.5	Vandalism And Graffiti
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5142	Safety
5142	Safety
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.9	Hate-Motivated Behavior

6142.4	Service Learning/Community Service Classes
6164.2	Guidance/Counseling Services
6184	Continuation Education
6184	Continuation Education
7111	Evaluating Existing Buildings
9321	Closed Session
9321-E (1)	Closed Session
9321-E (2)	Closed Session

Regulation 3515: Campus Security

Status: ADOPTED

Original Adopted Date: 06/01/1996 | Last Revised Date: ~~10/01/2019~~ 2022

CSBA NOTE: The following optional administrative regulation may be used as a component of a comprehensive safety plan (~~see BP/AR 0450 - Comprehensive Safety Plan~~) and should be modified to reflect district practice. [See BP/AR 0450 – Comprehensive Safety Plan](#)

[Additionally, 6 USC 665k, as added by the Luke and Alex School Safety Act of 2022 \(P.L. 117-159\), requires the creation of a Federal Clearinghouse on School Safety Evidence-Based Practices to serve as a federal resource to identify and publish online evidence-based practices and recommendations to improve school safety.](#)

The Superintendent or designee shall develop a campus security plan which contributes to a positive school climate, fosters social and emotional learning and student well-being, and includes strategies to:

1. Secure the campus perimeter and school facilities in order to prevent criminal activity

~~1.~~

These strategies include a risk management analysis of each campus' security system, lighting system, and fencing. Procedures to ensure unobstructed views and eliminate blind spots caused by doorways and landscaping shall also be considered. In addition, parking lot design may be studied, including methods to discourage through traffic.

~~2.~~ 2. Secure buildings and interior spaces from outsiders and discourage trespassing

These strategies may include installing locks, requiring visitor registration, providing staff and student identification tags, and patrolling places used for congregating and loitering.

[CSBA NOTE: Government Code 11549.3, as amended by AB 1352 \(Ch. 593, Statutes of 2021\), authorizes districts, at district expense, to request the Military Department, in consultation with the California Cybersecurity Integration Center, to perform an independent security assessment of the district or individual district school. Districts are encouraged to consult with the California Office of Emergency Services \(OES\) and utilize resources such as the State Threat Assessment System and Regional Fusion Centers to help assess potential threats. For more information see OES' web site.](#)

[Pursuant to Education Code 35266, as added by AB 2355 \(Ch. 498, Statutes of 2022\), districts that experience a cyberattack, as defined, which impacts more than 500 students or personnel, are required to report such cyberattack to the California Cybersecurity Integration Center.](#)

3. [Secure the district's network infrastructure and web applications from cyberattacks](#)

[These strategies may include performing an independent security assessment of the district's network infrastructure and selected web applications.](#)

~~3.~~ 4. Discourage vandalism and graffiti

These strategies may include plans to immediately cover graffiti and implement campus beautification.

4. 5. Control access to keys and other school inventory

6. Detect and intervene with school crime

These strategies may include creating a school watch program, increasing adult presence and supervision, establishing an anonymous crime reporting system, monitoring suspicious and/or threatening digital media content, analyzing school crime incidents, and collaborating with local law enforcement agencies, including providing for law enforcement presence.

CSBA NOTE: Education Code 49390 and 49393, as added by SB 906 (Ch. 144, Statutes of 2022), require certificated and classified employees of the district, or other school officials such as Governing Board members, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle school or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, as defined, to immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393. "Threat or perceived threat" means any writing or action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity. This may include possession, use, or depictions of firearms, ammunition, shootings, or targets in association with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the student. It may also include a warning by a parent, student, or other individual.

Additionally, all staff shall be made aware of their responsibilities regarding the immediate reporting of potential homicidal acts to law enforcement, and receive training in the assessment and reporting of such threats.

All staff shall receive training in building and grounds security procedures and emergency response.

Locks

All state-funded new construction and modernization projects shall include locks that allow doors to classrooms and any room with an occupancy of five or more persons to be locked from the inside. Student restrooms and doors that lock from the outside at all times are not required to have locks that can be locked from the inside. (Education Code 17075.50, 17583; 24 CCR 1010.1-92, 1010.1-112.8.2)

Keys

CSBA NOTE: The following optional section should be modified to reflect district practice.

~~All~~The principal or designee shall be responsible for all keys used in a school ~~shall be the responsibility of the principal or designee.~~ Keys shall be issued only to authorized employees who regularly need a key in order to carry out their job responsibilities.

The principal or designee shall create a key control system with a record of each key assigned and room(s) or building(s) which the key opens.

Keys shall never be loaned to students, parents/guardians, or volunteers, nor shall the master key ever be loaned.

CSBA NOTE: Pursuant to Penal Code 469, a person who knowingly possesses, makes, duplicates, uses, or attempts to use, make, or duplicate a key without authorization may be guilty of a misdemeanor.

Any person issued a key shall be responsible for its safekeeping. The duplication of school keys is prohibited. If a key is lost, the person responsible shall immediately report the loss to the principal or designee and shall pay for a replacement key.

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State	Description
24 CCR 1010.1.11	Lockable doors from the inside
24 CCR 1010.1.9	Door operations
CA Constitution Article 1, Section 28(c)	Right to Safe Schools
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act
Ed. Code 17583	Classroom security locks; modernization projects
Ed. Code 32020	School gates; entrances for emergency vehicles
Ed. Code 32211	Threatened disruption or interference with classes
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35160	Authority of governing boards
Ed. Code 35160.1	Broad authority of school districts
Ed. Code 38000-38005	Security departments
Ed. Code 49050-49051	Searches by school employees
Ed. Code 49060-49079	Student records
Pen. Code 469	Unauthorized making, duplicating or possession of key to public building
Pen. Code 626-626.11	School crimes
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
34 CFR 99.3	Definition of education records
Management Resources	Description
Attorney General Opinion	75 Ops.Cal.Atty.Gen. 155 (1992)
Attorney General Opinion	83 Ops.Cal.Atty.Gen. 257 (2000)
Court Decision	Brannum v. Overton County School Board (2008) 516 F. 3d 489
Court Decision	New Jersey v. T.L.O. (1985) 469 U.S. 325

CSBA Publication	Safe Schools: A Planning Guide for Action, 2002
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US DOE Publication	FAQs on Photos and Videos under FERPA
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Protecting Student Privacy
Website	National Institute of Justice
Website	National School Safety Center
Website	California Department of Education, Safe Schools
Website	CSBA

Cross References

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0450	Comprehensive Safety Plan
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3515.2	Disruptions
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3515.3	District Police/Security Department
3515.31	School Resource Officers
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
3515.7	Firearms On School Grounds
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.2	Bomb Threats

3530	Risk Management/Insurance
3530	Risk Management/Insurance
4119.1	Civil And Legal Rights
4131	Staff Development
4158	Employee Security
4158	Employee Security
4219.1	Civil And Legal Rights
4231	Staff Development
4258	Employee Security
4258	Employee Security
4319.1	Civil And Legal Rights
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4358	Employee Security
5112.5	Open/Closed Campus
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5125	Student Records
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5125.1	Release Of Directory Information
5125.1-E (1)	Release Of Directory Information
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5131.2	Bullying
5131.2	Bullying
5131.5	Vandalism And Graffiti
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5142	Safety

5142	Safety
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.9	Hate-Motivated Behavior
6142.4	Service Learning/Community Service Classes
6164.2	Guidance/Counseling Services
6184	Continuation Education
6184	Continuation Education
7111	Evaluating Existing Buildings
9321	Closed Session
9321-E (1)	Closed Session
9321-E (2)	Closed Session

Regulation 3516.2: Bomb Threats

Status: ADOPTED

Original Adopted Date: 09/01/1991 | Last Revised Date: ~~07/12/01/2010~~2022 | Last Reviewed Date: ~~07/12/01/2010~~2022

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

6 USC 665k, as added by the Luke and Alex School Safety Act of 2022 (P.L. 117-159), requires the creation of a Federal Clearinghouse on School Safety Evidence-Based Practices to serve as a federal resource to identify and publish online evidence-based practices and recommendations to improve school safety.

To maintain a safe and secure environment for district students and staff, the Superintendent or designee shall ensure that the district's emergency and disaster preparedness plan and/or each school's comprehensive safety plan includes procedures for ~~dealing with bomb threats. He/she also shall provide training regarding the procedures to site administrators, safety personnel, and staff members who customarily handle mail, telephone calls, or email.~~managing bomb threats. Additionally, the Superintendent or designee shall regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's infrastructure, and the monitoring and response to suspicious and/or threatening digital media content.

Receiving Threats

CSBA NOTE: The U.S. Department of Homeland Security's (DHS) web site provides a “Bomb Threat Checklist.” that a ~~person who is receiving~~ can assist in preparing and reacting appropriately to a bomb threat ~~could use to gather information about the threat.~~

Any staff member receiving a telephoned bomb threat by telephone shall try to keep the caller on the line for as long as possible in order to gather information about the location and timing of the bomb and the person(s) responsible. To the extent possible, the staff member should also take note of the caller's gender, age, any distinctive features of voice or speech, and any background noises such as music, traffic, machinery, or voices. The staff member should not hang up, even if the caller does, and copy the number and/or letters on the telephone's display, if available.

If the bomb threat is received through ~~the regular~~ mail system or in writing, the staff member who receives it should handle the letter, note, or package as minimally as possible. If the threat is received through electronic means, such as email ~~or~~ text messaging, or social media, the staff member should not delete the message.

Response Procedure

CSBA NOTE: The following optional section includes recommendations from DHS', “Bomb Threat Guidance,” and may be deleted if such a procedure is already provided in the district's emergency and disaster preparedness plan; see BP/AR 3516 - Emergencies and Disaster Preparedness Plan.

Education Code 49390 and 49393, as added by SB 906 (Ch. 144, Statutes of 2022), require certificated and classified employees of the district, or other school officials such as Governing Board members, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle school or high school, who are alerted to or observe any threat or

perceived threat of a homicidal act, as defined, to immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393. "Threat or perceived threat" means any writing or action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity. This may include possession, use, or depictions of firearms, ammunition, shootings, or targets in association with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the student. It may also include a warning by a parent, student, or other individual.

Districts are encouraged to consult with the California Office of Emergency Services (OES) and utilize resources such as the State Threat Assessment System and Regional Fusion Centers to help assess potential threats. For more information see OES' web site.

The following procedure shall be followed ~~when~~when a bomb threat is received:

1. Any employee or other school official who receives a bomb threat shall immediately call 911 and report the threat or perceived threat to law enforcement. The employee shall also report the threat to the Superintendent or designee.

If the threat is in writing, the employee shall rewrite the threat exactly as is on another sheet of paper, including the date, time and location the document was found, any conditions surrounding the discovery or delivery of the document, and the full names of any other employees who saw the threat. The employee shall secure the document and not alter it in any way. If the document is small and/or removable, the employee shall place it in a bag or envelope.

- ~~1. If the threat is electronic, the employee shall leave the message in an envelope and take open, and print, photograph, or copy the message and subject line, and note of where the date and by whom it was found.~~
time of the message.
2. Any student or employee who sees a suspicious package ~~shall promptly~~ should not touch, tamper with, or move the item, and shall immediately notify law enforcement and the Superintendent or designee.
3. The Superintendent or designee shall immediately ~~use fire drill signals~~contact law enforcement if not yet done, assess the situation, ensure the area is secured, and initiate standard evacuation procedures as specified in the emergency plan.
4. The Superintendent or designee shall turn off any two-way radio equipment which is located in a threatened building.

Law enforcement and/or fire department staff shall conduct the bomb search. No school staff, students, parents/guardians, or others on campus shall search for or handle any explosive or incendiary device.

No one shall reenter the threatened building(s) until the Superintendent or designee declares that reentry is safe based on law enforcement and/or fire department clearance.

To the extent possible, the Superintendent or designee shall maintain communications with staff, parents/guardians, the Governing Board, other governmental agencies, and the media during the period of the incident.

Following the incident, the Superintendent or designee shall provide crisis counseling for students and/or staff as needed.

Any employee or student found to have made a bomb threat shall be subject to disciplinary procedures and/or criminal prosecution.

Staff Training

The Superintendent or designee shall provide training regarding the assessment and reporting of potential threats and procedures for managing bomb threats to district and site administrators, safety personnel, teachers, and other staff members, as appropriate.

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Policy Reference Disclaimer:

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State

Ed. Code 44810

Description

Willful interference with classroom conduct

Ed. Code 48900

Grounds for suspension or expulsion

[Ed. Code 49390-49395](#)

[Homicide Threats](#)

Ed. Code 51202

Instruction in personal and public health and safety

Pen. Code 148.1

False report of explosive or facsimile bomb

Pen. Code 17

Felony; misdemeanor; classification of offenses

Pen. Code 245

Assault with deadly weapon

Federal

Description

[6 USC 665k](#)

[Federal Clearinghouse on School Safety Evidence-Based Practices](#)

Management Resources

Description

U.S. Dept. of Homeland Security
Publication

Bomb Threat Checklist

[U.S. Dept. of Homeland Security
Publication](#)

[Bomb Threat Guidance](#)

Website

CSBA District and County Office of Education Legal Services

Website

California Department of Education, Safe Schools

[Website](#)

[California State Threat Assessment System
\(https://calstas.org/\)](#)

Website

U.S. Department of Homeland Security

Website

CSBA

Cross References

Code

Description

0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1112	Media Relations
1313	Civility
3515	Campus Security
3515	Campus Security
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.1	Fire Drills and Fires
3516.5	Emergency Schedules
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4131	Staff Development
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4231	Staff Development
4331	Staff Development
5131	Conduct
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
6164.2	Guidance/Counseling Services

Policy 3540: Transportation

Status: ADOPTED

Original Adopted Date: 06/01/1992 | **Last Revised Date:** 05/12/01/2019/2022 | **Last Reviewed Date:** 05/12/01/2019/2022

CSBA NOTE: Pursuant to Education Code 39800, the Governing Board may provide transportation for students to and from school whenever such transportation is advisable and good reasons exist to provide these services. The following optional policy is for use by districts that choose to provide transportation services through their own transportation system, contracting out, or other methods, and should be revised to reflect district practice.

The Governing Board desires to provide for the safe and efficient transportation of students to and from school as necessary to ensure student access to the educational program, promote regular attendance, and reduce tardiness. In determining the extent to which the district will provide transportation services, the Board shall weigh student and community needs against the cost of providing such services.

CSBA NOTE: AB 181 (Ch. 52, Statutes of 2022) provides funding for zero-emission school buses and related infrastructure, such as charging or fueling stations, equipment, site design, and construction, with priority for such funding given to districts serving a high percentage of unduplicated students, districts operating the oldest internal combustion buses, small and rural districts, and those purchasing zero-emission buses with bidirectional charging. More information will become available through the State Air Resources Board and the Energy Commission.

A district is authorized to provide transportation services in an economical and efficient way, as long as the arrangement complies with law. For example, Education Code 39800.1, as added by AB 181, permits partnering with a municipally-owned transit system, in order to provide transportation services to middle and high school students.

The Superintendent or designee shall recommend to the Board economical, environmentally sustainable, and appropriate means of providing transportation services. The district's transportation services may be provided by means of a joint powers agreement, a cooperative student transportation program, or a consortium, as permitted by law.

No student shall be required to be transported for any reason without the written permission of the student's parent/guardian, except in emergency situations involving illness or injury to the student pursuant to Education Code 35350 or the evacuation of students as necessary for their safety.

Transportation Plan

CSBA NOTE: The following section may be revised to reflect district practice. Education Code 39800.1, as added by AB 181, requires, as a condition of apportionment, a district to adopt a transportation plan in consultation with classified staff, teachers, school administrators, and other stakeholders by April 1, 2023, and to update the plan annually, by April 1. The plan is required to include descriptions of the transportation services to be provided to certain student groups as specified below.

The Superintendent or designee shall develop a transportation plan in consultation with classified staff, teachers, school administrators, regional local transit authorities, local air pollution control districts and air quality management districts, parents/guardians, students, and other stakeholders. (Education Code 39800.1)

The transportation plan shall be presented to and adopted by the Board at an open meeting, with the opportunity for in-person and remote public comment, and shall be updated annually by April 1. (Education Code 39800.1)

The transportation plan shall include descriptions of the following: (Education Code 39800.1)

1. The transportation services offered to students
2. How transportation services will be prioritized for low-income students, students in transitional kindergarten, kindergarten, and any of grades 1 to 6, inclusive
3. The transportation services accessible to students with disabilities and homeless children and youth, as defined pursuant to the federal McKinney-Vento Homeless Assistance Act (42 USC 11301)
4. How unduplicated students, as defined in Education Code 42238.02, will be able to access available home-to-school transportation at no cost

Transportation Contracts

CSBA NOTE: The following paragraph may be revised to reflect district practice. Pursuant to Education Code 39800 and 39802, the district may use one or more means to provide transportation, as indicated below. For example, the district may use school buses for its regular home-to-school program and contract with private parties to provide transportation for field trips.

The Board may purchase, rent, or lease vehicles; contract with a common carrier or municipally owned transit system; contract with responsible private parties including the parent/guardian of the student being transported; and/or contract with the County Superintendent of Schools. (Education Code 35330, 39800, 39801)

In contracting for transportation services, the district shall comply with all applicable laws related to bids and contracts. (Education Code 39802-39803)

Expenses and Fees

CSBA NOTE: The following paragraph is optional. If a district that has been providing transportation decides instead to have alternative transportation provided through an outside

company or volunteers, this action may constitute "contracting out" and be subject to negotiation pursuant to the Educational Employment Relations Act (Government Code 3540-3549.3).

In lieu of providing transportation in whole or in part, the district may pay the student's parents/guardians either their actual and necessary expenses in transporting the student or the cost of the student's food and lodging at a place convenient to the school. In either case, the amount of the payment shall not exceed the cost that would be incurred by the district to provide for the transportation of the student to and from school. (Education Code 39806-39807)

CSBA NOTE: The following optional paragraph is for use by districts that choose to require parents/guardians of transported students to pay a portion of the cost of transportation as authorized by Education Code 39807.5. Pursuant to Education Code 39807.5, as amended by AB 181, the district must waive the fee for ~~students~~ a student with ~~financial need~~ a disability and ~~students with disabilities whose individualized education program~~ an unduplicated student, as defined in Education Code 42238.02, which includes ~~transportation as a related service necessary~~ a student who is eligible for the student to receive a free appropriate public education, or reduced-price meals, who is an English learner, or who is a foster youth. See BP/AR 3250 - Transportation Fees.

The Board may charge a transportation fee to parents/guardians of transported students in accordance with Education Code 39807.5 and BP/AR 3250 - Transportation Fees.

Safety and Monitoring

The Superintendent or designee shall develop procedures to promote safety for students traveling on school buses.

CSBA NOTE: The following optional paragraph is for use by districts that maintain their own transportation system and may be revised to reflect district practice. Pursuant to Penal Code 637.7, the district is authorized, as the registered owner of the school bus, to use electronic tracking systems to determine the location or movement of the vehicle. It is recommended that school bus drivers be notified when a bus is so equipped.

In addition to using a global positioning system (GPS) to locate a bus in an emergency or to track delays, the district may choose to authorize parents/guardians to access the location data so that they may determine when their child has been picked up or dropped off at a bus stop.

The district may install a global positioning system (GPS) on school buses and/or student activity buses in order to enhance student safety and provide real-time location data to district and school administrators, and parents/guardians.

CSBA NOTE: The following optional paragraph is for use by districts that maintain their own transportation system.

The Superintendent or designee shall ensure the qualifications of bus drivers and related staff employed by the district, provide for the maintenance and operation of district-owned school buses and other equipment, and ensure adequate facilities for equipment storage and maintenance.

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State	Description
13 CCR 2025	Retrofitting of diesel school buses
5 CCR 14100-14103	Use of school buses and school pupil activity buses
5 CCR 15240-15343	Allowances for student transportation
5 CCR 15253-15272	District records related to transportation
Ed. Code 35330	Field trips and excursions; student fees
Ed. Code 35350	Authority to transport pupils
Ed. Code 39800	Powers of governing board to provide transportation to and from school
Ed. Code 39800-39860	Transportation
Ed. Code 39801	Contract with County Superintendent of Schools to provide transportation
Ed. Code 39802-39803	Bids and contracts for transportation services
Ed. Code 39806	Payments to parents in lieu of transportation
Ed. Code 39807	Food and lodging payments in lieu of transportation
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 39808	Transportation for private school students
Ed. Code 42238.02	Local Control Funding Formula
Ed. Code 41850-41854	Allowances for transportation
Ed. Code 41860-41862	Supplemental allowances for transportation
Ed. Code 45125.1	Criminal records summary; employees of contracting entity
Ed. Code 52311	Regional occupational centers; transportation
Gov. Code 3540-3549.3	Educational Employment Relations Act
Pen. Code 637.7	Electronic tracking devices
Veh. Code 2807	School bus inspection

Management Resources

Description

Court Decision	Arcadia Unified School District et. al. v. State Department of Education; (1992) 2 Cal. 4th 251 (1992)
Website	CSBA District and County Office of Education Legal Services
Website	California Air Resources Board
Website	California Energy Commission
Website	CSBA

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0470	COVID-19 Mitigation Plan
3000	Concepts And Roles
3100	Budget
3100	Budget
3250	Transportation Fees
3250	Transportation Fees
3311	Bids
3311	Bids
3312	Contracts
3510	Green School Operations
3511	Energy And Water Management
3511	Energy And Water Management
3512	Equipment
3512-E(1)	Equipment
3514	Environmental Safety
3514	Environmental Safety
3515.6	Criminal Background Checks For Contractors
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3541	Transportation Routes And Services
3541.1	Transportation For School-Related Trips

3541.1-E(1)	Transportation For School-Related Trips
3541.1-E(2)	Transportation For School-Related Trips
3541.2	Transportation For Students With Disabilities
3542	School Bus Drivers
3543	Transportation Safety And Emergencies
4112.4	Health Examinations
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4212.4	Health Examinations
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4231	Staff Development
4312.4	Health Examinations
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5131.1	Bus Conduct
5131.1	Bus Conduct
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5142.2	Safe Routes To School Program
5142.2	Safe Routes To School Program
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6142.4	Service Learning/Community Service Classes
6173.1	Education For Foster Youth

6173.1	Education For Foster Youth
6178.2	Regional Occupational Center/Program
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice

Policy 5131.7: Weapons And Dangerous Instruments

Status: ADOPTED

Original Adopted Date: 03/01/2008 | Last Revised Date: ~~11/12/01/2011~~2022 | Last Reviewed Date:
~~11/12/01/2011~~2022

The Governing Board recognizes that students and staff have the right to a safe and secure campus free from physical and psychological harm and desires to protect them from the dangers presented by firearms and other weapons.

Possession of Weapons

The Board prohibits any student from possessing weapons, imitation firearms, or other dangerous instruments, as defined in law and administrative regulation, in school buildings, on school grounds or buses, when using district provided transportation, at school-related or school-sponsored activities away from school, or while going to or coming from school.

CSBA NOTE: Education Code 49390 and 49393, as added by SB 906 (Ch. 144, Statutes of 2022), require certificated and classified employees of the district, or other school officials such as Governing Board members, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle school or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, as defined, to immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393. "Threat or perceived threat" means any writing or action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity. This may include possession, use, or depictions of firearms, ammunition, shootings, or targets in association with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the student. It may also include a warning by a parent, student, or other individual. While the law is specific to district staff, the concept also applies to students and anyone else in the school community.

Districts are encouraged to consult with the California Office of Emergency Services (OES) and utilize resources such as the State Threat Assessment System and Regional Fusion Centers to help assess potential threats. For more information see OES' web site.

If a student is in possession of a prohibited weapon, imitation firearm, or dangerous instrument which creates a threat or perceived threat of a homicidal act, any employee or other school official who is alerted to or observes such threat shall immediately report the threat to law enforcement.

Under the power granted to the Board to protect the safety of students, staff, and others on district property and to maintain order and discipline in the schools, any school employee is authorized to confiscate any prohibited weapon, imitation firearm, or dangerous instrument from any student on school grounds.

CSBA NOTE: Pursuant to 20 USC 7961, any district receiving federal funds under the Elementary and Secondary Education Act is mandated to have a policy requiring that any student who brings a firearm to school be referred to the criminal justice or juvenile delinquency system. This mandate reinforces Education Code 48902, which requires the principal or designee to notify law enforcement authorities of violations of Education Code 48900(c) and (d) and Penal Code 245, 626.9, and 626.10. In addition, Education Code 48902 requires the principal or designee to notify law enforcement authorities when a student possesses a firearm or explosive or sells or furnishes a firearm at school. For more information see AR 5144.1 - Suspension and Expulsion/Due Process.

The principal or designee shall notify law enforcement authorities when any student possesses a firearm, explosive, or other prohibited weapon or dangerous instrument without permission, sells or furnishes a firearm, or commits any act of assault with a firearm or other weapon. (Education Code 48902; Penal Code 245, 626.9, 626.10; 20 USC 7961)

CSBA NOTE: Education Code 48915 and 20 USC 7961 require the mandatory expulsion of a student who has possessed a firearm, brandished a knife, or committed any other acts listed in Education Code 48915(c). See AR 5144.1 - Suspension and Expulsion/Due Process for grounds for suspension and expulsion and expulsion procedures.

Unless ~~he/she~~ **the student** has obtained prior written permission as specified below, a student possessing or threatening others with any weapon, dangerous instrument, or imitation firearm shall be subject to suspension and/or expulsion in accordance with law, Board policy, and administrative regulations.

CSBA NOTE: Pursuant to 20 USC 7961, any district receiving federal funds under the Elementary and Secondary Education Act is mandated to have a policy requiring that any student who brings a firearm to school be referred to the criminal justice or juvenile delinquency system. This mandate reinforces Education Code 48902, which requires the principal or designee to notify law enforcement authorities of violations of Penal Code 245, 626.9, and 626.10 and Education Code 48900(c) and (d). In addition, Education Code 48902 requires the principal or designee to notify law enforcement authorities when a student possesses a firearm or explosive or sells or furnishes a firearm at school. See AR 5144.1 - Suspension and Expulsion/Due Process for comparable compliance statements.

All staff shall be made aware of their responsibilities regarding the reporting of potential homicidal acts to law enforcement, and receive training in the assessment and reporting of such threats.

Possession of Pepper Spray

CSBA NOTE: Penal Code 22815 allows minors age 16 or older to purchase and possess tear gas or tear gas weapons for purposes of self-defense if they are accompanied by a parent/guardian or have the written consent of ~~their~~a parent/guardian. Option 1 below; is for use by districts that allow students to bring such defensive items to school; and reflects ~~the fact~~ that a student can be disciplined under Education Code 48900 or 48915 if such an item is used for a purpose other than self-defense. Option 2 is for use by districts that prohibit students from bringing such items to school.

OPTION 2: (Districts that prohibit students from bringing tear gas or tear gas weapons)

To prevent potential misuse that may harm students or staff, students are prohibited from carrying tear gas or tear gas weapons such as pepper spray on campus or at school activities.

Reporting of Dangerous Objects

CSBA NOTE: Education Code 49335 requires the California Department of Education (CDE) to develop a system, for use by districts, to shield the identity of and provide protection to students who report the presence of "injurious objects" on school grounds. CSBA NOTE: The following section should be modified to reflect district practice. Pursuant to Education Code 49330, an "injurious object" is an object capable of inflicting substantial bodily damage not necessary for the academic purpose of the student and those objects listed in specified sections of the Penal Code; see the accompanying administrative regulation. These weapons include, but are not limited to, firearms, knives, metal knuckles, and explosives.

~~The system developed by the CDE pursuant to Education Code 49335 was a directive for districts to ensure that district policy has been adopted which implements the student reporting protections. The following section should be modified to reflect district practice.~~

The Board encourages students to promptly report the presence of weapons, injurious objects, or other suspicious activity to school authorities. The identity of a student who reports such activity shall remain confidential to the extent permitted by law.

The Superintendent or designee shall develop strategies designed to facilitate student reporting of the presence of injurious objects on school grounds, such as tip hotlines, electronic transmissions, or other methods that preserve the student's anonymity. Incident reports and records shall not identify the student who reported the possession. The Superintendent or designee ~~also~~ shall also inform staff, students, and parents/guardians that students who report the presence of injurious objects on school campuses are to be protected and their identity shielded.

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State	Description
Ed. Code 35291	Governing board to prescribe rules for discipline of the schools
Ed. Code 48902	Notification Mandatory notification of law enforcement authorities
Ed. Code 48915	Required recommendation for expulsions
Ed. Code 48916	Readmission
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49330-49335	Injurious objects
Ed. Code 49390-49395	Homicide threats
Pen. Code 16100- 17350 17360	Definitions
Pen. Code 22810-23025	Tear gas weapon (pepper spray)
Pen. Code 245	Assault with deadly weapon
Pen. Code 25200-25225	Firearms; access to children
Pen. Code 30310	Prohibition against ammunition on school grounds
Pen. Code 417.4	Imitation firearm; drawing or exhibiting
Pen. Code 626.10	Dirks, daggers, knives, razor or stun gun; bringing or possessing in school
Pen. Code 626.9	Gun-Free School Zone Act of 1995
Pen. Code 653k	Switchblade knife
Federal	Description
6 USC 665k	Federal Clearinghouse on School Safety Evidence-Based Practices
20 USC 6301- 7941 8961	No Child Left Behind Act Strengthening and Improvement of Elementary and Secondary Schools
20 USC 7961	Gun-Free Schools Act
Management Resources	Description
California Department of Education Communications	0401.01 Protecting Student Identification in Reporting Injurious Objects
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, Third Edition, October 2011
U.S. Department of Education Publication	Guidance Concerning State and Local Responsibilities Under the Gun-Free Schools Act, January 2004 2018
Website	CSBA District and County Office of Education Legal Services
Website	National Alliance for Safe Schools
Website	National School Safety Center

<u>Website</u>	<u>U.S. Department of Education, Safe Schools</u> (https://www2.ed.gov/about/offices/list/osers/osep/gtss.html)
<u>Website</u>	<u>U.S. Department of Homeland Security, Fusion Centers</u> (https://www.dhs.gov/fusion-centers)
Website	California Department of Education, Safe Schools
<u>Website</u>	<u>California State Threat Assessment System</u> (https://calstas.org/)
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1313	Civility
3515	Campus Security
3515	Campus Security
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3515.7	Firearms On School Grounds
3516.2	Bomb Threats
4158	Employee Security
4158	Employee Security
4258	Employee Security
4258	Employee Security
4358	Employee Security
4358	Employee Security
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5125	Student Records
5125	Student Records
5131	Conduct
5131.41	Use Of Seclusion And Restraint
5136	Gangs
5136	Gangs
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation

5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.12	Search And Seizure
5145.12	Search And Seizure
6184	Continuation Education
6184	Continuation Education

Regulation 5131.7: Weapons And Dangerous Instruments

Status: ADOPTED

Original Adopted Date: 07/01/2001 | **Last Revised Date:** ~~11/12/01/2011~~ 2022 | **Last Reviewed Date:** ~~11/12/01/2011~~ 2022

Prohibited weapons and dangerous instruments include, but are not limited to: (Education Code 48915, 49330; Penal Code 626.10, 16100-~~17350~~ 17360, 30310)

1. Firearms: pistols, revolvers, shotguns, rifles, machineguns, "zip guns," "stun guns," tasers, cane guns, camouflaging firearms, and any other device from which is expelled through a barrel and capable of propelling a projectile by the force of an explosion or other form of combustion
2. Ammunition or reloaded ammunition
3. Knives, razor blades, and box cutters: any dirks, daggers (or concealed dirks or daggers), cane swords, ice picks, or other weapons with a fixed, sharpened blade fitted primarily for stabbing, weapons with a blade fitted primarily for stabbing, weapons with a blade longer than ~~2~~ 3-1/2 inches, folding knives with a blade that locks into place, switchblade knives, and razors with an unguarded blade
4. Explosive and/or incendiary devices: pipe bombs, time bombs, rockets or rocket propelled projectile launchers, cap guns, bullets containing or carrying an explosive agent, containers of inflammable fluids, and other hazardous devices or concealed explosive substances
5. Any instrument that expels a metallic projectile, such as a BB or a pellet, through the force of air pressure, carbon dioxide pressure, or spring action, or any spot marker gun
6. Any other dangerous device, instrument, or weapon, including those defined in Penal Code ~~12020~~ 16000-34370, including a blackjack, slingshot, billy, nunchaku, sandclub, sandbag, metal knuckles, or any metal plate with three or more radiating points with one or more sharp edges designed for use as a weapon
7. Any imitation firearm, defined as 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

CSBA NOTE: The remainder of this administrative regulation is optional and provides a process for an employee to use when taking possession of a weapon or dangerous instrument from a student. Pursuant to Education Code 49334, a school employee who initially ~~contacts~~ notifies a law enforcement agency about any person possessing an unauthorized weapon or dangerous instrument on campus ~~cannot~~ may not be subject to any civil or administrative proceeding, including any disciplinary action, for doing so, notwithstanding any district policy or regulation to the contrary. The employee must follow any other requirements of district policy or regulation upon notifying the law enforcement agency. See BP 4158/4258/4358 - Employee Security for language regarding employee reports of adults possessing injurious objects.

Any employee may take any weapon or dangerous instrument from the personal possession of a student while the student is on school premises or under the authority of the district. (Education Code 49331, 49332)

In determining whether to take possession of the weapon or dangerous instrument, the employee shall use ~~his/her~~ the employee's own judgment as to the dangerousness of the situation and, based upon this analysis, shall take one of the following actions:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal, who shall take appropriate action

CSBA NOTE: Education Code 49390 and 49393, as added by SB 906 (Ch. 144, Statutes of 2022), require certificated and classified employees of the district, or other school officials such as Governing Board members, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle school or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, as defined, to immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393, and as reflected in the accompanying board policy.

3. Immediately notify the local law enforcement agency and the principal

When informing the principal about the possession of a weapon or dangerous instrument, the employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of the possession.

The principal shall report any possession of a weapon or dangerous instrument to the student's parents/guardians by telephone or in person, and shall follow this notification with a letter.

The employee shall retain possession of the instrument until the risk of its use as a weapon has dissipated or, upon the request of the student's parent/guardian, until the parent/guardian appears and personally takes possession. (Education Code 49331, 49332)

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State	Description
Ed. Code 35291	Governing board to prescribe rules for discipline of the schools
Ed. Code 48902	Notification of law enforcement authorities
Ed. Code 48915	Required recommendation for expulsions
Ed. Code 48916	Readmission
Ed. Code 49330-49335	Injurious objects
Pen. Code 16100-17350	Definitions
Pen. Code 22810-23025	Tear gas weapon (pepper spray)

Pen. Code 245	Assault with deadly weapon
Pen. Code 25200-25225	Firearms; access to children
Pen. Code 30310	Prohibition against ammunition on school grounds
Pen. Code 417.4	Imitation firearm; drawing or exhibiting
Pen. Code 626.10	Dirks, daggers, knives, razor or stun gun; bringing or possessing in school
Pen. Code 626.9	Gun-Free School Zone Act of 1995
Pen. Code 653k	Switchblade knife
Federal	Description
20 USC 6301-7941	No Child Left Behind Act
20 USC 7961	Gun-Free Schools Act
Management Resources	Description
California Department of Education Communications	0401.01 Protecting Student Identification in Reporting Injurious Objects
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, Third Edition, October 2011
U.S. Department of Education Publication	Guidance Concerning State and Local Responsibilities Under the Gun-Free Schools Act, January 2004
Website	CSBA District and County Office of Education Legal Services
Website	National Alliance for Safe Schools
Website	National School Safety Center
Website	U.S. Department of Education, Office of Safe and Drug Free Schools
Website	California Department of Education, Safe Schools
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1313	Civility
3515	Campus Security
3515	Campus Security
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3515.7	Firearms On School Grounds
3516.2	Bomb Threats

4158	Employee Security
4158	Employee Security
4258	Employee Security
4258	Employee Security
4358	Employee Security
4358	Employee Security
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5125	Student Records
5125	Student Records
5131	Conduct
5131.41	Use Of Seclusion And Restraint
5136	Gangs
5136	Gangs
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.12	Search And Seizure
5145.12	Search And Seizure
6184	Continuation Education
6184	Continuation Education

Regulation 5141.3: Health Examinations

Status: ADOPTED

Original Adopted Date: 06/01/1996 | **Last Revised Date:** 12/01/2014~~2022~~ | **Last Reviewed Date:** 12/01/2014~~2022~~

Cautionary Notice: [Government Code 17581.5](#) relieves districts from the obligation to perform specified mandated activities, including scoliosis screening, when the Budget Act does not provide reimbursement during that fiscal year. As a result, districts should determine whether the Budget Act for the current fiscal year allows for the suspension of these requirements, and if so, suspend certain provisions of the following administrative regulation related to scoliosis screening. For more information, the district should consult CSBA's District and County Offices of Education Legal Services or district legal counsel.

CSBA NOTE: Cautionary Notice: Government 17581.5 relieves districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of 2018 (SB 840, Ch. 29, Statutes of 2018) extends the suspension of these requirements through the 2018-19 fiscal year. As a result, certain provisions of the following administrative regulation related to scoliosis screening may be suspended.

CSBA NOTE: 20 USC 1232h, the Protection of Pupil Rights Amendment, mandates that any district receiving funds from a program administered by the U.S. Department of Education adopt a policy regarding physical examinations and screenings that the district may administer; see BP/AR 5022 - Student and Family Privacy Rights for language implementing this mandate. 20 USC 1232h also requires districts to notify parents/guardians, at the beginning of the school year, of the dates during the school year when physical exams or screenings are scheduled and of the process to opt their children out of participation.

The principal at each school shall notify parents/guardians of the rights of students and parents/guardians related to health examinations. (Education Code 48980; 20 USC 1232h)

A parent/guardian may annually file with the principal a written statement withholding consent to the [child's](#) physical examination of his/her child. Any such student shall be exempt from any physical examination but shall be subject to exclusion from attendance when contagious or infectious disease is reasonably suspected. (Education Code 49451; 20 USC 1232h)

Vision Tests

CSBA NOTE: The following section is for use by districts that maintain any of grades K-8.

Education Code 49455 requires vision appraisals every three years through grade 8. SB 1172 (Ch. 925, Statutes of 2014) amended Education Code 49455 to specify the grade levels at which such vision tests must be conducted.

Each student's vision shall be appraised, by the school nurse or other personnel authorized under Education Code 49452, during the kindergarten year or upon first enrollment or entry in a district elementary school and subsequently in grades 2, 5, and 8. However, a student who is tested upon first enrollment or entry in the district in grade 4 or 7 shall not be required to be appraised in the next immediate year. (Education Code 49455)

CSBA NOTE: SB 1172 (Ch. 925, Statutes of 2014) amended Education Code 49455 to require that vision appraisals include near-vision screening.

Education Code 49455 also requires male students to be tested for color vision in grade 1 or later. It may be most efficient to conduct the color vision screening during the regularly scheduled testing in grade 2, 5, or 8.

The vision appraisal shall include tests for visual acuity, including near vision. Male students shall also be tested once for color vision in grade 1 or later and the results of the appraisal shall be entered in the student's health record. (Education Code 49455)

Appraisal of a student's vision may be waived under either of the following conditions: (Education Code 49455)

1. The student's parent/guardian requests a waiver and presents a certificate from a physician/surgeon, physician assistant, or optometrist showing the results of an examination of the student's vision, including visual acuity and, in male students, color vision.
2. The student's parents/guardians file with the principal a written statement that they adhere to the faith or teachings of any well-recognized religious sect, denomination, or organization and, in accordance with its creed, tenets, or principles depend for healing upon prayer in the practice of their religion.

Visual defects or any other defects found as a result of the vision examination shall be reported to the parent/guardian with a request that remedial action be taken to correct or cure the defect. The report of a visual defect, if made in writing, shall be made on a form prescribed by the Superintendent of Public Instruction. The report shall not include a referral to any private practitioner. However, the student may be referred to a public clinic or diagnostic and treatment center operated by a public hospital or by the state, county, or city department of public health. (Education Code 49456)

In addition to the vision appraisals described above, the school nurse and/or classroom teacher shall continually and regularly observe students' eyes, appearance, behavior, visual performance, and perception that may indicate vision difficulties. (Education Code 49455)

Eye Examinations for the Purpose of Eyeglasses

CSBA NOTE: Education Code 49455.5, as added by AB 2329 (Ch. 911, Statutes of 2022), authorizes districts to enter into a memorandum of understanding with a nonprofit eye examination provider to provide eye examinations and eyeglasses to students at district schools. Such examinations may only be provided for the purpose of providing eyeglasses and not take the place of the general vision appraisals described above. Schools that allow these examinations on their school site must notify parents/guardians of the eye examinations and provide a form to opt out of the examination. Pursuant to Education Code 49455.5, as added by AB 2329, the California Department of Education (CDE) is required to, by March 1, 2023, develop and post on its web site a model opt out form for such purpose.

In addition to the vision appraisals described above, the district may enter into a memorandum of understanding with a nonprofit eye examination provider, including a mobile provider, to provide noninvasive eye examinations at a district school exclusively for the purpose of providing eyeglasses. (Education Code 49455.5)

Prior to any eye examination, the school shall notify parents/guardians of the upcoming eye examination and include a form that allows them to opt their child out of the examination. Parents/guardians who have submitted a general opt-out written statement in accordance with Education Code 49451 are deemed to have opted out. (Education Code 49455.5)

Parents/guardians whose child receives an eye examination shall be provided a report by the provider in accordance with Education Code 49456. (Education Code 49455.5)

Hearing Tests

CSBA NOTE: Procedures for conducting school hearing tests are contained in 17 CCR 2951 and the California Department of Health Care Services (DHCS) Manual for the School Audiometrist.

The Superintendent or designee shall provide for the administration of hearing tests to district students by personnel authorized to conduct such testing pursuant to Education Code 49452 and 49454 and in accordance with the procedures specified in 17 CCR 2951.

CSBA NOTE: Items #1-5 below may be revised to reflect district practice and the grade levels offered by the district.

Pursuant to 17 CCR 2951, the district may annually request that DHCS waive the requirement for the hearing screening test for grade 10 and/or 11. The waiver request must include the dates of the school year for which the waiver is requested and an alternative testing plan that ensures each student at risk of hearing loss (i.e., students who are exposed to loud noises, including loud music; ~~are referred for testing by a parent/guardian or teacher;~~ have a previously documented problem; have not had a hearing test for three years; or are enrolled for the first time in the district,) is referred for testing by a parent/guardian or teacher.

Each student shall be given a hearing screening test at the following times: (17 CCR 2951)

1. Kindergarten or grade 1
2. Grade 2
3. Grade 5
4. Grade 8
5. Grade 10 or 11
6. Upon first entry into the California public school system

Each student enrolled in a special education program, other than those enrolled because of a hearing problem, shall be given a hearing test when enrolled in the program and every third year thereafter. Hearing tests may be given more frequently as needed, based on the individualized education program team's evaluation of the student. (17 CCR 2951)

A follow-up hearing threshold test shall be administered to any student who fails to respond to any of the required frequencies in the screening test or is otherwise determined to need further evaluation. (17 CCR 2951)

The Superintendent or designee shall provide written notification of test results to the parents/guardians of any student who fails the hearing tests. When the test results fall within the levels specified in 17 CCR 2951 or there is evidence of pathology, such as an infection of the outer ear, chronic drainage, or a chronic earache, the notification shall include a recommendation that a further medical and audiological evaluation be obtained. (17 CCR 2951)

The dates and results of all screening tests and copies of threshold tests shall be included in the student's health records. (17 CCR 2951)

The principal or designee shall prepare an annual report of the school hearing testing program, using forms provided by the Department of Health Services, with copies to the Superintendent and the County Superintendent of Schools. (17 CCR 2951)

Scoliosis Screening

CSBA NOTE: The following optional section is for use by districts that maintain grades 7-8.

Each female student in grade 7 and each male student in grade 8 shall be screened for scoliosis. (Education Code 49452.5)

The parent/guardian of any student suspected of having scoliosis shall receive a notice which includes an explanation of scoliosis and describes the significance of treatment at an early age. This notice shall also describe the public services available for treatment and include a referral to appropriate community resources. (Education Code 49452.5)

Type 1 Diabetes Information

CSBA NOTE: The following section is for use by districts that serve elementary school students.

Education Code 49452.6, as added by SB 97 (Ch. 674, Statutes of 2021), requires districts, beginning January 1, 2023, to make type 1 diabetes informational materials developed by CDE available to parents/guardians, as described below. Pursuant to Education Code 49452.6, as added by SB 97, CDE is required to develop and post the informational materials on its web site, for use by districts.

The Superintendent or designee shall provide parents/guardians of children enrolled in elementary school for the first time, or with the annual notifications pursuant to Education Code 48980, an information sheet developed by the California Department of Education (CDE) regarding type 1 diabetes as specified in Education Code 49452.6.

Type 2 Diabetes Information

CSBA NOTE: The following optional section is for use by districts that offer grade 7 but may be used by districts that wish to increase diabetes awareness among parents/guardians and students at other grade levels. Pursuant to Education Code 49452.7, the California Department of Education CDE has developed an information sheet for use by districts and has posted the sheet on its web site.

Because type 2 diabetes in children is a preventable and treatable disease, parents/guardians are encouraged to have their child screened by an authorized health care practitioner for risk factors of the disease, including excess weight, and to request tests of their ~~child's~~ child's blood glucose to determine if ~~he/she~~ the child has type 2 diabetes or pre-diabetes.

The Superintendent or designee shall provide parents/guardians of incoming students in grade 7, or with the annual notifications pursuant to Education Code 48980, an information sheet developed by ~~the~~ CDE regarding type 2 diabetes, which includes: (Education Code 49452.7)

1. A description of the disease and its risk factors and warning signs
2. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes be screened for the disease
3. A description of the different types of diabetes screening tests available
4. A description of treatments and prevention methods

~~The information sheet may be provided with the annual parental notifications required pursuant to Education Code 48980.~~ (Education Code 49452.7)

CSBA NOTE: The following optional paragraph reflects legislative intent expressed in Education Code 49452.7.

The Superintendent or designee may provide information to parents/guardians regarding public or private sources from which they may receive diabetes screening and education services for free or at reduced costs.

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
17 CCR 2950-2951	Hearing tests
5 CCR 3027	Hearing and vision screening for special education
5 CCR 3028	Audiological screening
5 CCR 590-596	Vision screening
Ed. Code 44871-44879	Employment qualifications
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49400-49414.5	Student health; general powers of school boards
Ed. Code 49422	Supervision of health and physical development
Ed. Code 49450-49458	Physical examinations (of students)
Ed. Code 49460-49466	Development of standardized health assessments
<u>Gov. Code 17581.5</u>	<u>Specific costs mandated by the state</u>
H&S Code 120325-120380	Immunization against communicable diseases
H&S Code 121475-121520	Tuberculosis tests for students
H&S Code 124025-124110	Child Health and Disability Prevention Program
H&S Code 1685-1686	Audiometrists
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1232h	Privacy rights
Management Resources	Description
CA Department of Health Care Services Publication	Manual for the School Audiometrist
California Department of Education Publication	Standards for Scoliosis Screening in California Public Schools, 2007
California Department of Education Publication	A Guide for Vision Testing in California Public Schools, 2005
CSBA Publication	Expanding Access to School Health Services: Policy Considerations for Governing Boards, November 2008
CSBA Publication	Promoting Oral Health for California's Students: New Roles, New Opportunities for Schools, November 2008

U.S. Department of Education Publication	Joint Guidance on the Application of FERPA and HIPAA to Student Health Records, November 2008
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Type 2 Diabetes Information
Website	California Department of Education, Health Services and School Nursing
Website	California Department of Health Care Services
Website	CSBA

Cross References

Code	Description
0470	COVID-19 Mitigation Plan
4231	Staff Development
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5030	Student Wellness
5111	Admission
5111	Admission
5112.2	Exclusions From Attendance
5125	Student Records
5125	Student Records
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.23	Asthma Management
5141.23	Asthma Management
5141.26	Tuberculosis Testing
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.33	Head Lice
5141.6	School Health Services
5141.6	School Health Services
5143	Insurance
5143	Insurance

5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148	Child Care And Development
5148	Child Care And Development
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6145.2	Athletic Competition
6145.2	Athletic Competition
6164.5	Student Success Teams
6164.5	Student Success Teams
6170.1	Transitional Kindergarten

Policy 5142: Safety

Status: ADOPTED

Original Adopted Date: 11/01/2002 | Last Revised Date: ~~12/01/2019~~ 2022

CSBA NOTE: The following optional policy should be modified to reflect district practice.

Under the California Tort Claims Act (Government Code 810-996.6), a district may be held liable for personal injuries caused by dangerous conditions on school property and for its employees' failure to use reasonable care to prevent foreseeable injuries resulting from school activities. The court in *Dailey v. Los Angeles Unified School District* held that, within the scope of their employment, school staff must exercise the degree of care "which a person of ordinary prudence, charged with (comparable) duties, would exercise under the same circumstances." In *J.H. v. Los Angeles Unified School District*, the court held that the district had a duty to use ordinary care in supervising the after-school program.

With regard to athletic activities, the court in *Kahn v. East Side Union High School District* held that schools have no legal duty to eliminate risks inherent in the activity itself because students are deemed to assume those risks by participating in the activity. However, schools do have a duty to exercise due care not to increase the risks over and above those inherent in the sport.

The Governing Board recognizes the importance of providing a safe school environment that is conducive to learning and promotes student safety and well-being. Appropriate measures shall be implemented to minimize the risk of harm to students, including, but not limited to, protocols for maintaining safe conditions on school grounds, promoting safe use of school facilities and equipment, and guiding student participation in educational programs and school-sponsored activities.

CSBA NOTE: 6 USC 665k, as added by the Luke and Alex School Safety Act of 2022 (P.L. 117-159), requires the creation of a Federal Clearinghouse on School Safety Evidence-Based Practices to serve as a federal resource to identify and publish online evidence-based practices and recommendations to improve school safety.

Additionally, the Superintendent or designee shall regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure, and the monitoring and response to suspicious and/or threatening digital media content.

School staff shall be responsible for the proper supervision of students at all times when students are subject to district rules, including, but not limited to, during school hours, school-sponsored activities, before and after-school programs, morning drop-off and afternoon pick-up, and while students are using district provided transportation.

The Superintendent or designee shall ensure that students receive appropriate instruction on topics related to safety and emergency procedures, as well as injury and disease prevention.

Crossing Guards/Student Safety Patrol

CSBA NOTE: The following section is optional. School crossing guards may be employed by the Governing Board pursuant to Education Code 45450-45451 and by cities and counties pursuant to Vehicle Code 42200 and 42201. Education Code 49300 authorizes the Board to establish a student safety patrol at any district school for the purpose of assisting students in safely crossing streets. See the accompanying administrative regulation for requirements pertaining to safety patrols.

To assist students in safely crossing streets adjacent to or near school sites, the Board may employ crossing guards and/or establish a student safety patrol at any district school. The Superintendent or designee shall periodically examine traffic patterns within school attendance areas in order to identify locations where crossing assistance may be needed.

Student Identification Cards and Safety Information

CSBA NOTE: The following section is for use by districts that serve students in grades 7-12.

Education Code 215.5 requires districts that issue student identification cards to have printed on either side of the card the telephone number of the National Suicide Prevention Lifeline (1-800-273-8255) and the National Domestic Violence Hotline (1-800-799-7233), and allows to have printed on the card the Crisis Text Line (texting HOME to 741741) and/or a local suicide prevention hotline telephone number.

~~Effective October 1, 2020, Education Code 215.5, as amended by SB 316 (Ch. 270, Statutes of 2019), requires districts to have the telephone number of the National Domestic Violence Hotline (1-800-799-7233) on either side of student identification cards.~~

If, as of January 1, 2020, the district has a supply of unissued student identification cards that do not comply with the above requirements, the cards may be issued until the supply is depleted.

Student identification cards of students in grades 7-12 shall have printed on them safety information, including the following: (Education Code 215.5; ~~217~~)

1. The National Suicide Prevention Lifeline telephone number and, at the district's discretion, the Crisis Text Line and/or a local suicide prevention hotline telephone number
2. The National Domestic Violence Hotline

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State	Description
5 CCR 14030	Preliminary procedure; planning and approval of school facilities
5 CCR 14103	Authority of the driver
5 CCR 202	Exclusion of students with a contagious disease
5 CCR 5531	Supervision of extracurricular activities of pupils <u>students</u>
5 CCR 5552	Playground supervision
5 CCR 5570	When school shall be open and teachers present
5 CCR 570-576	School safety patrols
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17365-17374	Field Act; fitness for occupancy; liability of board members
<u>Ed. Code 215.5</u>	<u>Student identification cards; safety information</u>

Ed. Code 32001	Fire alarms and drills
Ed. Code 32020	School gates; entrances for emergency vehicles
Ed. Code 32030-32034	Eye safety
Ed. Code 32040	Duty to equip school with first aid kit
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32240-32245	Lead-Safe Schools Protection Act
Ed. Code 32250-32254	CDE school safety School Safety and security resources unit Security Resource Unit
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35179.6	School-sponsored on-campus event in or around swimming pool
Ed. Code 38134	Use of school property
Ed. Code 44807	Teachers' duty concerning conduct of students
Ed. Code 44808	Exemption from liability when students are not on school property
Ed. Code 44808.5	Permission for high school students to leave school grounds; notice (high school)
Ed. Code 45450-45451	Crossing guards
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 49300-49307	School safety patrols
Ed. Code 49330-49335	Injurious objects
Ed. Code 49341	Hazardous materials in school science laboratories
Ed. Code 49390-49395	Homicide threats
Ed. Code 51202	Instruction in personal and public health and safety
Ed. Code 51860	Time and facilities for bicycle and scooter safety instruction
Ed. Code 8482-8484.6 65	After School Education and Safety Program
Gov. Code 810-996.6	California Tort Claims Act
H&S Code 115725-115735	Playground safety
H&S Code 115775-115800	Wooden playground equipment
H&S Code 116046	Issuance of best practices guidelines for K-12 pool safety
Pen. Code 245.6	Hazing
Pub. Res. Code 5411	Purchase of playground equipment usable by persons with disabilities
Streets and Highways Code 894	Statewide safety and training programs; electric bicycles
Veh. Code 21100	Rules and regulations; crossing guards
Veh. Code 21212	Use of helmets
Veh. Code 42200	Fines and forfeitures; disposition by cities

Veh. Code 42201

Fines and forfeitures; disposition by counties

Vehicle Code 21201

Rules for operation of bicycle on roadway

Federal

Description

6 USC 665k

Federal Clearinghouse on School Safety Evidence- Based Practices

Management Resources

Description

American Society for Testing and Materials Publication

ASTM F1 1487-0521, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, 2017

California Department of Education Publication

Science Safety Handbook for California Public Schools, 2014

Court Decision

Knight v. Jewett, (1992) 3 Cal.4th 296; 313

Court Decision

Lane v. City of Sacramento, (2010) 183 Cal. App. 4th: 1337

Court Decision

J.H. v. Los Angeles Unified School District, (2010) 183 Cal.App.4th 123

Court Decision

Kahn v. East Side Union High School District, (2003) 31 Cal.4th 990

Court Decision

Dailey v. Los Angeles Unified School District, (1970) 2 Cal 3d 741

Court Decision

Hoyem v. Manhattan Beach City School District, (1978) 22 Cal. 3d 508

Court Decision

Wiener v. Southcoast Childcare Centers, (2004) 32 Cal.4th 1138

U.S. Consumer Product Safety Comm Publication

Public Playground Safety Handbook, 2010

Website

CSBA District and County Office of Education Legal Services

Website

National Recreation and Park Association, Certified Playground Safety Inspector Certification

Website

U.S. Department of Education, Safe Schools

Website

American Society for Testing and Materials

Website

U.S. Consumer Product Safety Commission

Website

U.S. Department of Homeland Security, Fusion Centers (<https://www.dhs.gov/fusion-centers>)

Website

U.S. Environmental Protection Agency

Website

California Department of Education, Safe Schools

Website

California Department of Public Health

Website

California State Threat Assessment System (<https://calstas.org/>)

Website

Centers for Disease Control and Prevention

Website

CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1330.1	Joint Use Agreements
3260	Fees And Charges
3260	Fees And Charges
3452	Student Activity Funds
3512	Equipment
3512-E(1)	Equipment
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3515	Campus Security
3515	Campus Security
3515.21	Unmanned Aircraft Systems (Drones)
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.5	Emergency Schedules
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
4219.42	Exposure Control Plan for Bloodborne Pathogens
4219.42	Exposure Control Plan for Bloodborne Pathogens
4219.42-E(1)	Exposure Control Plan for Bloodborne Pathogens
4319.42	Exposure Control Plan for Bloodborne Pathogens
4319.42	Exposure Control Plan for Bloodborne Pathogens
4319.42-E(1)	Exposure Control Plan for Bloodborne Pathogens
5020	Parent Rights And Responsibilities

5020	Parent Rights And Responsibilities
5021	Noncustodial Parents
5131	Conduct
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.4	Student Disturbances
5131.4	Student Disturbances
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.23	Asthma Management
5141.23	Asthma Management
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5141.7	Sun Safety
5142.1	Identification And Reporting Of Missing Children
5142.2	Safe Routes To School Program
5142.2	Safe Routes To School Program
5143	Insurance
5143	Insurance
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.11	Questioning And Apprehension By Law Enforcement
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6142.93	Science Instruction

6145.2	Athletic Competition
6145.2	Athletic Competition
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6163.2	Animals At School
6163.2	Animals At School
7110	Facilities Master Plan

Regulation 5142: Safety

Status: ADOPTED

Original Adopted Date: 07/01/2006 | **Last Revised Date:** 03/12/01/2022

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

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

Release of Students

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

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

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

Supervision of Students

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

Pursuant to 5 CCR 5570, teachers are required to be present at their rooms and admit students not less than 30 minutes before school starts unless otherwise provided by rule of the Governing Board. The district's collective bargaining agreement may include supervision of students. The following paragraph may be revised to maintain consistency with the district's collective bargaining agreement and/or district practice.

Teachers shall be present at their respective rooms and shall open them to admit students before the time that school starts. (5 CCR 5570)

Every teacher shall hold students to a strict account for their conduct on the way to and from school, on the playgrounds, and during recess. (Education Code 44807)

The principal or designee shall require all individuals supervising students to remain alert for unauthorized persons and dangerous conditions, and promptly report any unusual incidents to the principal or designee

and file a written report as appropriate.

CSBA NOTE: Education Code 49393, as added by SB 906 (Ch. 144, Statutes of 2022), requires the reporting of potential homicidal acts related to school or a school activity, as described below.

Districts are encouraged to consult with the California Office of Emergency Services (OES) and utilize resources such as the State Threat Assessment System and Regional Fusion Centers to help assess potential threats. For more information see OES' web site.

Any certificated or classified employee, or other school official, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, as defined, shall immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393. (Education Code 49390, 49393)

Threat or perceived threat means any writing or action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity. This may include possession, use, or depictions of firearms, ammunition, shootings, or targets in association with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the student. It may also include a warning by a parent, student, or other individual.

Additionally, anyone who receives or learns of a health or safety threat related to school or a school activity is encouraged to report the threat to a school or district administrator.

In arranging for appropriate supervision on playgrounds, the principal or designee shall:

1. Clearly identify supervision zones and require all playground supervisors to remain at a location from which they can observe their entire zone of supervision and be observed by students in the supervision zone
2. Consider the size of the playground area, the number of areas that are obstructed from open view, and the age of the students to determine the ratio of playground supervisors to students

At any school where playground supervision is not otherwise provided, the principal or designee shall provide for certificated employees to supervise the conduct and safety, and direct the play, of students who are on school grounds before and after school and during recess and other intermissions. (5 CCR 5552)

The Superintendent or designee shall ensure that teachers, teacher aides, playground supervisors, yard aides, and volunteers who supervise students receive training in safety practices and in supervisory techniques that will help prevent problems and resolve conflicts among students. Such **Additionally, all staff and other school officials shall be made aware of their responsibilities regarding the reporting of potential homicidal acts to law enforcement, and receive training in the assessment and reporting of such threats.** The training shall be documented and kept on file.

Student Safety Patrols

CSBA NOTE: The following section is optional.

A school safety patrol shall be composed of students of the school selected by the principal or designee and shall be allowed to serve only with written consent of the students and their parents/guardians. Patrol members shall be at least 10 years old and ~~at least~~ in the fifth grade. (Education Code 49302; 5 CCR 571)

School safety patrols shall be used only at those locations where the nature of traffic will permit their safe

operation. The locations where school safety patrols are used should be determined jointly with the local law enforcement agency. (5 CCR 572)

Patrol members shall be under the supervision and control of the principal or designee and shall receive training in proper procedures, including, but not limited to, the operations specified in 5 CCR 573-574. Whenever on duty, patrol members shall wear the standard uniform required by 5 CCR 576.

Playground Safety

CSBA NOTE: Health and Safety Code 115725 defines "playground" to include fall zones, surface materials, access ramps, and all areas within and including the designated enclosure and barriers.

Any new playground or any replacement of equipment or modification of components inside an existing playground shall conform to standards set forth by the American Society for Testing and Materials and the guidelines set forth by the U.S. Consumer Product Safety Commission. The Superintendent or designee shall have a playground safety inspector certified by the National Playground Safety Institute conduct an initial inspection to aid compliance with applicable safety standards. (Health and Safety Code 115725)

Activities with Safety Risks

CSBA NOTE: The following optional section lists activities that might be prohibited by the district because of high risk to student safety and should be revised to reflect district practice.

Pursuant to Government Code 831.7, public entities, including districts, are not liable to participants in a hazardous recreational activity, those who assist participants, or spectators for any damage to person or property arising out of the hazardous recreational activity when the person knew or reasonably should have known that the hazardous recreational activity created a substantial risk of injury and was voluntarily in the place of risk or having the ability to leave but failed to do so. Government Code 831.7 defines a "hazardous recreational activity" as a recreational activity conducted on school grounds that creates a substantial risk of injury, as distinguished from a minor, trivial, or insignificant risk of injury. The list below includes, but is not limited to, some of the hazardous recreational activities listed in Government Code 831.7. Prior to authorizing such activities, it is recommended that districts consult with their insurance carrier or joint powers authority or, for those who self-insure, with [CSBA District and County Offices of Education Legal Services or district](#) legal counsel. See BP/AR 3530 - Risk Management/Insurance.

Due to concerns about the risk to student safety, the principal or designee shall not permit the following activities on campus or during school-sponsored events unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has insurance coverage:

1. Trampolining
2. Scuba diving
3. Skateboarding or use of scooters
4. In-line or roller skating or use of skate shoes
5. Sailing, boating, or water skiing

6. Cross-country or downhill skiing

7. Motorcycling

8. Target shooting

9. Horseback riding

10. Rodeo

11. Archery

12. Mountain bicycling

13. Rock climbing

14. Rocketeering

15. Surfing

16. Body Contact Sports

17. Other activities determined by the principal to have a high risk to student safety

Events In or Around a Swimming Pool

CSBA NOTE: The following section is optional. Any district that chooses to sponsor or host an on-campus event that is not part of an interscholastic athletic program in or around a swimming pool is required to comply with the following paragraph, pursuant to Education Code 35179.6, as amended by SB 722 (Ch. 679, Statutes of 2021).

When any on-campus event that is not part of an interscholastic athletic program is sponsored or hosted by the district and is to be held in or around a swimming pool, at least one adult with a valid certification of cardiopulmonary resuscitation training shall be present throughout the duration of the event. (Education Code 35179.6)

Laboratory Safety

CSBA NOTE: The following optional section reflects the Legislature's intent as stated in Education Code 49341, and the California Department of Education's Science Safety Handbook for Public Schools.

The principal of each school offering laboratory work shall develop procedures for laboratory safety and designate a trained certificated employee to ~~implement and~~ regularly review, update, and implement these procedures.

Students in a laboratory shall be under the supervision of a certificated employee. Students shall be taught laboratory safety, and safety guidelines and procedures shall be posted in science classrooms. Students shall receive continual reminders about general and specific hazards.

Hazardous materials shall be properly used, stored, and disposed of in accordance with law and the district's chemical hygiene plan.

Bloodborne pathogens shall be handled in accordance with the district's exposure control plan.

The district's emergency plan, emergency contact numbers, and first aid supplies shall be readily accessible.

Parents/guardians shall be made aware of the kinds of laboratory activities that will be conducted during the school year.

Hearing Protection

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

The Superintendent or designee shall monitor students' exposure to excessive noise in classrooms and provide protection as necessary. The Superintendent or designee may also provide hearing conservation education to teach students ways to protect their hearing.

Eye Safety Devices

CSBA NOTE: Education Code 32031 addresses circumstances under which eye protection devices must be used.

The Superintendent or designee shall provide schools with eye safety devices for use whenever students, teachers, or visitors are engaged in or observing an activity or using hazardous substances likely to cause injury to the eyes. Eye safety devices may be sold to students for an amount not to exceed the actual⁴⁹

cost to the district. (Education Code 32030, 32031, 32033)

Protection Against Insect Bites

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

To help protect students against insect bites or stings that may spread disease or cause allergic reactions, students shall be allowed to apply insect repellent provided by their parents/guardians, when engaging in outdoor activities. Any application of insect repellent shall occur under the supervision of school personnel, and in accordance with the manufacturer's directions.

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 14030	Preliminary procedure, planning and approval of school facilities
5 CCR 14103	Authority of the driver
5 CCR 202	Exclusion of students with a contagious disease
5 CCR 5531	Supervision of extracurricular activities of pupils
5 CCR 5552	Playground supervision
5 CCR 5570	When school shall be open and teachers present
5 CCR 570-576	School safety patrols
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17365-17374	Field Act; fitness for occupancy; liability of board members
Ed. Code 32001	Fire alarms and drills
Ed. Code 32020	School gates; entrances for emergency vehicles
Ed. Code 32030-32034	Eye safety
Ed. Code 32040	Duty to equip school with first aid kit
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32240-32245	Lead-Safe Schools Protection Act
Ed. Code 32250-32254	CDE school safety and security resources unit
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35179.6	School-sponsored on-campus event in or around swimming pool
Ed. Code 44807	Teachers' duty concerning conduct of students
Ed. Code 44808	Exemption from liability when students are not on school property

Ed. Code 44808.5	Permission for students to leave school grounds; notice (high school)
Ed. Code 45450-45451	Crossing guards
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 49300-49307	School safety patrols
Ed. Code 49330-49335	Injurious objects
Ed. Code 49341	Hazardous materials in school science laboratories
Ed. Code 49390-49395	Homicide threats
Ed. Code 51202	Instruction in personal and public health and safety
Ed. Code 8482-8484.6	After School Education and Safety Program
Gov. Code 810-996.6	California Tort Claims Act
H&S Code 115725-115735	Playground safety
H&S Code 115775-115800	Wooden playground equipment
H&S Code 116046	Issuance of best practices guidelines for K-12 pool safety
Pen. Code 245.6	Hazing
Pub. Res. Code 5411	Purchase of equipment usable by persons with disabilities
Veh. Code 21100	Rules and regulations; crossing guards
Veh. Code 21212	Use of helmets
Veh. Code 42200	Fines and forfeitures; disposition by cities
Veh. Code 42201	Fines and forfeitures; disposition by counties
Vehicle Code 21201	Rules for operation of bicycle on roadway

Management Resources

American Society for Testing and Materials

California Department of Education Publication

Court Decision

Court Decision

Court Decision

Court Decision

Court Decision

Court Decision

Court Decision

Description

F 1487-05, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, 2017

Science Safety Handbook for California Public Schools, 2014

Knight v. Jewett, (1992) 3 Cal.4th 296, 313

Lane v. City of Sacramento, (2010) 183 Cal. App. 4th. 1337

J.H. v. Los Angeles Unified School District, (2010) 183 Cal.App.4th 123

Kahn v. East Side Union High School District, (2003) 31 Cal.4th 990

Dailey v. Los Angeles Unified School District, (1970) 2 Cal 3d 741

Hoyem v. Manhattan Beach City School District, (1978) 22 Cal. 3d 508

Wiener v. Southcoast Childcare Centers, (2004) 32 Cal.4th 1138

U.S. Consumer Product Safety Comm Publication	Public Playground Safety Handbook, 2010
Website	CSBA District and County Office of Education Legal Services
Website	National Recreation and Park Association, Certified Playground Safety Inspector Certification
Website	U.S. Department of Education, Safe Schools
Website	American Society for Testing and Materials
Website	U.S. Consumer Product Safety Commission
Website	U.S. Environmental Protection Agency
Website	California Department of Education, Safe Schools
Website	California Department of Public Health
Website	Centers for Disease Control and Prevention
Websites	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1330.1	Joint Use Agreements
3260	Fees And Charges
3260	Fees And Charges
3452	Student Activity Funds
3512	Equipment
3512-E(1)	Equipment
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3515	Campus Security
3515	Campus Security
3515.21	Unmanned Aircraft Systems (Drones)
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan

3516.5	Emergency Schedules
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
4219.42	Exposure Control Plan for Bloodborne Pathogens
4219.42	Exposure Control Plan for Bloodborne Pathogens
4219.42-E(1)	Exposure Control Plan for Bloodborne Pathogens
4319.42	Exposure Control Plan for Bloodborne Pathogens
4319.42	Exposure Control Plan for Bloodborne Pathogens
4319.42-E(1)	Exposure Control Plan for Bloodborne Pathogens
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5021	Noncustodial Parents
5131	Conduct
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.4	Student Disturbances
5131.4	Student Disturbances
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.23	Asthma Management
5141.23	Asthma Management
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5141.7	Sun Safety
5142.1	Identification And Reporting Of Missing Children
5142.2	Safe Routes To School Program

5142.2	Safe Routes To School Program
5143	Insurance
5143	Insurance
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.11	Questioning And Apprehension By Law Enforcement
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6142.93	Science Instruction
6145.2	Athletic Competition
6145.2	Athletic Competition
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6163.2	Animals At School
6163.2	Animals At School
7110	Facilities Master Plan

Regulation 5142.2: Safe Routes To School Program

Status: ADOPTED

Original Adopted Date: 07/01/2009 | **Last Revised Date:** ~~06/12/01/2021~~ 2022 | **Last Reviewed Date:** ~~06/12/01/2021~~ 2022

CSBA NOTE: The following optional administrative regulation should be revised to reflect district practice. The strategies listed below are organized around the "fundamental E's" recommended for inclusion in local programs by the U.S. Department of Transportation's Federal Highway Administration (NHTSA) and the National Center for Safe Routes to School's online resource guide. NHTSA's ["Advancing Pedestrian and Bicyclist Safety: A Primer for Highway Safety Professionals,"](#) states that the most often addressed E's are engineering, education, and enforcement, with encouragement and engagement, evaluation, emerging technologies, emergency response, and equity as other important E's to consider.

District strategies to improve student safety along routes to school and to promote walking, bicycling, and other forms of active transport to school by students may include:

1. Education activities that promote safety and awareness, such as:

CSBA NOTE: To enable the district to provide students safety instruction related to using electric, motorized, or nonmotorized bicycles and scooters, Education Code 51860, as amended by AB 2028 (Ch. 116, Statutes of 2022), authorizes the Governing Board to assist local law enforcement, nonprofit associations or organizations specified in Education Code 38134, such as the Girls Scouts, Boys Scouts, parent-teacher associations, and public agencies that provide such safety instruction in providing safety instruction to district students.

Additionally, Streets and Highways Code 894, as added by AB 1946 (Ch. 147, Statutes of 2022), requires the Department of the California Highway Patrol to develop and post on its website, by September 1, 2023, statewide safety and training programs for users of electric bicycles, including, but not limited to, general electric bicycle riding safety, emergency maneuver skills, rules of the road, and laws pertaining to electric bicycles.

- a. Instructing students about pedestrian, ~~bicycle~~, and personal safety related to the use of electric or motorized and nonmotorized bicycles or scooters, including by local law enforcement, organizations specified in Education Code 38134, and public agencies that provide safety instructions on such bicycles and scooters.
 - b. Instructing students about the health, academic, and environmental benefits of walking, bicycling, and other forms of active transport to school
 - c. Offering driver safety information to high school students, parents/guardians, and the community to promote safety around school campuses and routes
2. Encouragement strategies designed to generate interest in active transport to school, such as:

- a. Organizing or facilitating "walking school buses" and/or "bicycle trains" whereby students walk or bike to school in groups escorted by parents/guardians or other volunteers as needed
 - b. Organizing special events and activities, such as Walk or Bike to School Day, International Walk to School Month, or year-round competitions
 - c. Publicizing the district's efforts in order to build support of parents/guardians and the community, including providing information about the district's safe routes to school program in parent/guardian communications and in any notifications about transportation options
3. Enforcement strategies to deter unsafe behaviors of drivers, pedestrians, and bicyclists, such as:
- a. Initiating or expanding crossing guard, student safety patrol, and/or parent/guardian safety patrol programs
 - b. Partnering with local law enforcement to help ensure that traffic laws are obeyed in the vicinity of schools and to implement appropriate measures such as placement of speed feedback monitors, ticketing, and/or driver safety campaigns
 - c. Monitoring to ensure that students who bicycle to school or who use skateboards, skates, or nonmotorized scooters wear helmets in accordance with Vehicle Code 21212
4. Engineering strategies that address the design, implementation, operation, and maintenance of traffic control devices or physical measures, such as:
- a. Working with local government agencies, parents/guardians, school staff, and others as appropriate to gather data about environmental conditions and hazards along routes to school
 - b. Working with local government agencies to make operational and physical improvements that reduce or eliminate hazards, such as reducing motor vehicle traffic speeds in the area and establishing safer and fully accessible crosswalks, walkways, trails, and bikeways
 - c. Assessing the adequacy, accessibility, and safety of bicycle parking at schools and making modifications as needed, such as increasing the number of or relocating bicycle racks and/or equipment storage areas
 - d. Considering safe routes to school when making decisions about siting and designing of new schools

CSBA NOTE: See the accompanying Board policy for additional information about program evaluation, including examples of indicators that may be used to measure program implementation and effectiveness.

5. Evaluation to assess progress toward program goals, including:
 - a. Gathering and interpreting data based on indicators established by the Superintendent and the Governing Board
 - b. Presenting data to the Board, program partners, and the public
 - c. Recommending program modifications as needed
6. Emerging technologies that aid in the prevention and mitigation of accidents
7. Emergency response in managing injuries after an accident occurs, including, but not limited to, training staff, crossing guards, student and/or parent/guardian safety patrols, and other volunteers who assist with drop-off and pick-up in emergency procedures
8. Equity, such that resources are distributed in a manner that provides safe access and participation in an equitable manner [across the community](#)

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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State	Description
Ed. Code 32282	Comprehensive safety plan
Ed. Code 38134	Use of school property
Ed. Code 44808	Liability when students are not on school property
Ed. Code 45450-45451	Crossing guards
Ed. Code 51860	Time and facilities for bicycle and scooter safety instruction
Gov. Code 65352.2	General planning; communication between cities, counties and school districts
S&H Code 2380-2385	Active Transportation Program
S&H Code 894	Statewide safety and training programs; electric bicycles

[Veh. Code 312.5](#)

[Veh. Code 406](#)

[Veh. Code 407.5](#)

Veh. Code 21200-21213

Veh. Code 21212

Veh. Code 21949-21971

Federal

23 USC 133

23 USC 148

42 USC 1758b

Management Resources

California Dept of Transportation
Publication

California Dept of Transportation
Publication

Court Decision

Natl [Natl](#) Center for Safe Routes to
School Publication

National [Natl](#) Highway Traffic Safety
Admin Publication

Safe Routes to School Natl Partnership
Publication

Safe Routes to School Natl Partnership
Publication

Website

Website

Website

Website

Website

Website

Website

[Electric bicycle](#)

[Moped or motorized bicycle](#)

[Motorized scooter](#)

Operation of bicycles

Helmet required for bicycle, nonmotorized scooter,
skateboard, skates

Pedestrian rights and duties

Description

Surface transportation block grant program

Highway safety improvement program

Local wellness policy

Description

ATP Purpose and Goals as Defined by the State Legislature
and SB 99, March 2015

Active Transportation Program Fact Sheet, January 2020

Cerna v. City of Oakland (2008) 161 Cal.App.4th 1340

Safe Routes to School Guide

Advancing Pedestrian and Bicyclist Safety: A Primer for
Highway Safety Professionals, April 2016

Safe Routes to School by the Numbers: Using Data to Foster
Walking and Biking to School, June 2016

Safe Routes to School 2009 Policy Report: Moving to the
Future: Building on Early Achievements, March 2009

CSBA District and County Office of Education Legal Services

National Center for Safe Routes to School

Safe Routes Partnership

U.S. Department of Transportation, Federal Highway
Administration, Safe Routes to School

California Department of Transportation, Safe Routes to
School

National Highway Traffic Safety Administration

CSBA

Cross References

Code

0415

Description

Equity

0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
1112	Media Relations
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1230	School-Connected Organizations
1230	School-Connected Organizations
1260	Educational Foundation
1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools
3100	Budget
3100	Budget
3290	Gifts, Grants And Bequests
3470	Debt Issuance And Management
3471	Parcel Taxes
3510	Green School Operations
3514	Environmental Safety
3514	Environmental Safety
3540	Transportation
3541	Transportation Routes And Services
5030	Student Wellness
5142	Safety
5142	Safety
6020	Parent Involvement
6020	Parent Involvement
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6142.8	Comprehensive Health Education

6142.8	Comprehensive Health Education
7110	Facilities Master Plan
7111	Evaluating Existing Buildings
7150	Site Selection And Development
7150	Site Selection And Development

Policy 5148.2: Before/After School Programs

Status: ADOPTED

Original Adopted Date: 11/01/2006 | **Last Revised Date:** 12/01/2021 2022 | **Last Reviewed Date:** 12/01/2021 2022

CSBA NOTE: The following optional policy is for use by districts providing expanded learning opportunities beyond the regular school day, including before-school and/or after-school, summer, vacation, and/or intersessional programs, and should be revised to reflect the program(s) offered by the district. For eligible programs in grades ~~TK~~TK-9, the district may apply for funding from the state's After School Education and Safety Program (ASES) (Education Code 8482-8484.65) and/or the federal 21st Century Community Learning Center Centers Program (21st CCLC) (Education Code 8484.7-8484.9; 20 USC 7171-7176). The federal 21st Century High School After School Safety and Enrichment for Teens Program (ASSETs) (Education Code 8420-8428; 20 USC 7171-7176) provides funding for eligible programs in grades 9-12. These programs are optional and have different requirements.

Education Code 46120, as added amended by AB ~~130~~181 (Ch. ~~445~~2, Statutes of ~~2021~~), establishes2022 and AB 185 (Ch. 571, Statutes of 2022), provides for the Expanded Learning Opportunities (ELO) Program and allocates funding to districts under a formula based on a district's average daily attendance and percentage of unduplicated students and average daily attendance. , defined as any student who is eligible for free or reduced-price meals, who is an English learner, or who is a foster youth. For the ~~2021-22~~2022-23 school year, districts receiving funds are required to offer access to ELO programs to all unduplicated students in grades TK-6 and to provide access to such programs to at least 50 percent of enrolled unduplicated students. Commencing inwith the ~~2022-23~~2023-24 school year, districts receiving fundswith a prior fiscal year local control funding formula (LCFF) unduplicated pupil percentage (UPP) of at least 75 percent are required to offer access to ELO programs to all classroom-based students in grades TK-6 inclusive, and to ensure that access is provided to any student whose parent/guardian requests placement in an ELO program. Commencing with the 2023-24 school year, districts with a prior fiscal year LCFF UPP of less than 75 percent are required to offer access to ELO programs to all unduplicated students in grades TK-6, inclusive, and ensure that access is provided to any unduplicated student whose parent/guardian requests placement in an ELO program. Pursuant to Education Code 46120, on school days, ELO programs must include in-person before or after school programs and, on non-school days, ~~intersession~~intersessional programs of specified lengths of time as described below and in the accompanying administrative regulation. Student participation in an ELO program is optional; however, districts may not opt out of the ELO Program.

See the accompanying administrative regulation for major requirements of each program.

The following policy is applicable to all four programs, unless otherwise noted, and may be adapted by districts that offer other programs through district funding or alternative sources. If the district does not offer ~~both a before-~~any programs beyond the regular school and ~~after-school program~~day, it may modify the following policy as appropriate.

The Governing Board desires to provide ~~before~~ learning opportunities for students beyond the regular school and/or ~~after-school enrichment programs~~ day that support the regular education program in a supervised environment. In order to increase academic achievement of participating students, the content of such programs shall be coordinated with the district's vision and goals for student learning, local control and accountability plan, curriculum, and academic standards.

CSBA NOTE: The following paragraph reflects a ~~requirement for~~ requirements related to collaborative planning for ~~both~~ the programs offered by the district. The ASES program (Education Code 8482.5) and), ASSETs program (Education Code 8422), 21st CCLC programs must be developed in program (Education Code 8484.75), and ELO program (Education Code 46120) have different collaboration with the school(s) the students attend, but collaboration with other entities is at requirements; see the discretion of the district. Districts offering only 21st CCLC programs may revise the following paragraph to reflect district practice accompanying administrative regulation.

The district's Each program offered by the district shall be planned through a collaborative process that includes parents/guardians, students, and representatives of participating schools, governmental agencies including city and county parks and recreation departments, local as required by law enforcement, community organizations, and, if appropriate, the private sector. (Education Code 8422, 8482.5, 8484.75, 46120)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Pursuant to Education Code 46120, as added by AB 130, districts are required to prioritize ELO programs at school sites in the lowest income communities, as determined by prior year percentages of students eligible for free and reduced-price meals, while maximizing the number of schools and neighborhoods with expanded learning opportunities ELO programs across their attendance area. In addition, pursuant to Education Code 8482.5, in awarding funding for ASES programs, the state gives priority to schools with at least 50 percent of students eligible for free or reduced-price meals. Pursuant to 20 USC 7174, funding for the 21st CCLC and ASSETs programs is restricted to schools receiving federal Title I funding. In addition, 20 USC 7174 and Education Code 8422 and 8484.8 give competitive priority for these federal programs to applications jointly submitted by school districts and community organizations for programs that (1) are located in schools that are implementing comprehensive or targeted support and improvement activities pursuant to 20 USC 6311 or other schools determined by the district to be in need of intervention and support to improve student academic achievement and other outcomes; (2) serve students at risk for academic failure, dropping out of school, involvement in criminal or delinquent activities, or lacking strong positive role models; (3) provide activities not otherwise accessible to participating students or expand accessibility to high-quality services that may be available in the community; (4) continue or expand existing grants; and (5) for 21st CCLC programs, provide year-round expanded learning programming. For a further description of competitive priority for funding, see the California Department of Education's (CDE) "21st CCLC and ASSETs FAQs" and "Request for Applications for Programs Proposing to Serve High School Students." 21st CCLC & ASSETs.

To the extent feasible, the district shall give priority to establishing ~~before~~ expanded learning opportunities beyond the regular school and/or ~~after-school programs~~ day in low-performing schools and/or programs that serve low-income and other at-risk students.

Any expanded learning opportunities, including but not limited to After School Education and Safety Program (ASES), 21st Century Community Learning Center Program (21st CCLC), 21st Century High School After School Safety and Enrichment for Teens Program (ASSETs), or Expanded Learning Opportunities Program (ELO) or any other program to be established pursuant to Education Code 8421, 8482.3 or, 8484.75, or 46120, shall be approved by the Board and the principal of each participating school.

CSBA NOTE: The following optional paragraph is applicable to all programs. Pursuant to Education Code 8483.4 (applicable to both ASES and, 21st CCLC, and ELO programs), the program administrator is required to establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise students meet the minimum qualifications for an instructional aide pursuant to district policies; see the accompanying administrative regulation. A district offering an ASSETs program must establish its expectations for staff qualifications.

The Superintendent or designee shall ensure that all staff who directly supervise students in the district's ~~before-school and/or after-school program~~ expanded learning opportunity programs possess appropriate knowledge and experience. As needed, staff and volunteers shall receive ongoing training related to their job responsibilities.

~~Each~~ Each before-school, after-school, summer, vacation or intersessional expanded learning opportunity program shall include academic and enrichment elements in accordance with law and administrative regulation. In addition, each program may include support services that reinforce the educational component and promote student health and well-being.

CSBA NOTE: Education Code 8482.6 (applicable to ASES, 21st CCLC, and ELO programs) and Education Code 8422 (applicable to ASSETs programs) authorize the district to charge fees to participating families with certain exceptions as described below.

Option 1 below is for use by districts that choose not to charge family fees. Option 2 is for use by districts that will charge a permissible family fee to cover unfunded costs of the program.

OPTION 1: (For districts that do not charge family fees)

No fee shall be charged for participation in the program.

CSBA NOTE: The following paragraph is for use by districts selecting Option 2 that offer an ASSETs program, and may be modified to reflect program(s) offered by the district. Pursuant to Education Code 8422, ASSETs programs that charge fees to participating families are required to waive or reduce the fees for families with students who are eligible for free or reduced-price meals.

However, for the ASSETs program, a family fee shall be waived or reduced for families with students who are eligible for free or reduced-price meals. (Education Code 8422)

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

To assist in evaluations of program effectiveness, the district may refer to the CDE ~~CDE's~~, "Quality Standards for Expanded Learning in California: Creating and Implementing a Shared Vision of Quality: " In addition, CDE's ~~publication~~, "A Crosswalk Between the Quality Standards for Expanded Learning and Program Quality Assessment Tools" describes available assessment tools that are closely aligned with the program standards. ~~These publications are available on CDE's web site.~~

To the extent consistent with state and federal privacy laws, Education Code 8484.1 authorizes the district to share specified student data (i.e., school day attendance data, statewide assessment scores English language development test placement or reclassification scores, California Healthy Kids Survey results in aggregate form, student engagement and behavioral data, and other academic measures, including grades and course completion) with the operator of an after-school program with which the district has a contract that includes a confidentiality agreement. The

district should consult with [CSBA District and County Office of Education Legal Services or district](#) legal counsel if it has any questions regarding the sharing of student data.

In addition, Education Code 8427 and 8484 require the after-school program to submit data on school and program attendance and program quality to the CDE; see the section "Reports" in the accompanying administrative regulation.

The Board and the Superintendent or designee shall monitor student participation rates and shall identify multiple measures that shall be used to evaluate program effectiveness. Such measures may include, but are not limited to, student outcome data; program self-assessments; feedback from staff, participating students, and parents/guardians; and observations of program activities.

CSBA NOTE: The following paragraph is for use by districts that offer an ASES, 21st CCLC, and/or ELO program, and may be adapted by districts that offer ASSETs or other programs. Pursuant to Education Code 8482.3 and 46120, as added by AB 130, ~~require districts offering a~~ [district that offers](#) an ASES, 21st CCLC, and/or ELO program [is required](#) to review program goals, program content, and outcome measures, selected from among those listed in Education Code 8484, every three years and to retain documentation for five years.

Every three years, the Superintendent or designee shall review the after-school program plan, including, but not limited to, program goals, program content, and outcome measures. Documentation of the program plan shall be maintained for a minimum of five years.

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 17260-17268	Plans and specifications for school facilities
Ed. Code 17264	New construction; accommodation of before- and after-school programs
Ed. Code 35021.3	After-school physical recreation instructors
Ed. Code 45125	Criminal record check
Ed. Code 45330	Paraprofessionals; instructional aides
Ed. Code 45340-45349	Paraprofessionals; instructional aides
Ed. Code 46120	Expanded Learning Opportunities Program
Ed. Code 49024	Activity Supervisor Clearance Certificate
Ed. Code 49430-49434	Nutrition standards

Ed. Code 49540-49546	Child care food program
Ed. Code 49553	Free or reduced-price meals
Ed. Code 69430-69460	Cal Grant program
Ed. Code 8263	Eligibility and priorities for subsidized child development services
Ed. Code 8263.4	Enrollment of students ages 11-12 years
Ed. Code 8273.1	Family fees; exemptions
Ed. Code 8281.5 8322	California Prekindergarten Planning and Implementation Grant Program
Ed. Code 8295-8305	Child development program ; personnel qualifications
Ed. Code 8350-8359.1	Programs for CalWORKS recipients
Ed. Code 8360-8370	Personnel qualifications
Ed. Code 8420-8428	21st Century High School After-School Safety and Enrichment Program for Teens
Ed. Code 8482-8484.65	After School Education and Safety Program
Ed. Code 8484.7-8484.9	21st Century Community Learning Centers
Ed. Code 8490-8490.7	Distinguished After School Health Recognition Program
W&I Code 10207-10490	Child Care and Development Services Act
W&I Code 10273	Preferred placement for otherwise eligible children ages 11 or 12

Federal

20 USC 6311

20 USC 6314

20 USC 7171-7176

42 USC 11434a

42 USC 1766-1766a

7 CFR 226.17

Management Resources

California Department of Education Publication

California Department of Education Publication

Description

State plan

Title I schoolwide program

21st Century Community Learning Centers

Education for homeless children and youths

Child and Adult Care Food Program

Child care center nutrition standards

Description

Quality Program Improvement Plan Instructions: Instructions for Completing a Quality Program Improvement Plan for Expanded Learning Programs in California, ~~August 2020~~[January 2022](#)

21st CCLC and ASSETs FAQs, ~~September 2020~~[October 2022](#)

California Department of Education Publication	Request for Applications: 21st Century High School Community Learning Centers and After School Safety and Enrichment for Teens, September 2020 2022
California Department of Education Publication	Request for Applications: 21st Century Community Learning Centers Elementary/Middle Schools, September 2020
California Department of Education Publication	Expanded Learning Opportunities Program FAQs, October 2021 July 2022
California Department of Education Publication	A Crosswalk Between the Quality Standards for Expanded Learning and Program Quality Assessment Tools, 2014
California Department of Education Publication	Early Release and Late Arrival Guidance, December 2021
California Department of Education Publication	California After School Physical Activity Guidelines, 2009
California Department of Education Publication	Quality Standards for Expanded Learning in California: Creating and Implementing a Shared Vision of Quality, 2014
U.S. Department of Education Publication	21st Century Community Learning Centers, Nonregulatory Guidance, February 2003
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Expanded Learning
Website	U.S. Department of Agriculture
Website	California Afterschool Network
Website	California School-Age Consortium
Website	Partnership for Children and Youth
Website	California Healthy Kids Survey
Website	Commission on Teacher Credentialing
Website	CSBA
Website	U.S. Department of Education

Cross References

Code	Description
0000	Vision
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan

0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1330	Use Of School Facilities
1330	Use Of School Facilities
1330-E(1)	Use Of School Facilities
1330.1	Joint Use Agreements
1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools
3260	Fees And Charges
3260	Fees And Charges
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3540	Transportation
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
3580	District Records

3580	District Records
4112.4	Health Examinations
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4131	Staff Development
4212.4	Health Examinations
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4231	Staff Development
4312.4	Health Examinations
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4331	Staff Development
5030	Student Wellness
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.62	Tobacco
5131.62	Tobacco
5137	Positive School Climate
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.23	Asthma Management
5141.23	Asthma Management
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5144	Discipline
5144	Discipline

5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.9	Hate-Motivated Behavior
5147	Dropout Prevention
5148	Child Care And Development
5148	Child Care And Development
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6142.4	Service Learning/Community Service Classes
6142.6	Visual And Performing Arts Education
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6142.91	Reading/Language Arts Instruction
6142.92	Mathematics Instruction
6142.93	Science Instruction
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6154	Homework/Makeup Work
6159	Individualized Education Program
6159	Individualized Education Program
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology
6170.1	Transitional Kindergarten
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth

6173.1	Education For Foster Youth
6175	Migrant Education Program
6175	Migrant Education Program
6176	Weekend/Saturday Classes
6177	Summer Learning Programs
6178	Career Technical Education
6178	Career Technical Education
6179	Supplemental Instruction

Regulation 5148.2: Before/After School Programs

Status: ADOPTED

Original Adopted Date: 07/01/2015 | **Last Revised Date:** 12/01/2021 ~~2022~~ | **Last Reviewed Date:** 12/01/2021 ~~2022~~

CSBA NOTE: The district should revise the following administrative regulation to reflect the expanded learning opportunity programs, including before and/or after school program(s), it offers and the grade levels at which the programs are offered. In addition to the program requirements described below, before-school and after-school programs may be subject to other district policies such as BP/AR 5148 - Child Care and Development, AR 3514.2 - Integrated Pest Management, and BP/AR 3550 - Food Service/Child Nutrition Program. The district should consult CSBA District and County Office of Education Legal Services or district legal counsel if it has questions regarding the applicability of other laws to the district's programs.

Definitions

Expanded learning opportunities means before school, after school, summer, ~~or intersession~~ vacation, and/or intersessional learning programs that focus on developing the academic, social, emotional, and physical needs and interests of students through hands-on, engaging learning experiences. Expanded learning opportunities does not mean an extension of instructional time, but rather, opportunities to engage students in enrichment, play, nutrition, and other developmentally appropriate activities. (Education Code 8482.1, 46120)

Offer access, with regard to an Expanded Learning Opportunities (ELO) program, means to recruit, advertise, publicize, or solicit through culturally and linguistically effective and appropriate communication channels. (Education Code 46120)

Provide access, with regard to an ELO program, means to register or enroll a student in an ELO program. (Education Code 46120)

Unduplicated student means a student enrolled in a district who is either classified as an English learner, eligible for a free or reduced-price meal, or is a foster youth. (Education Code 42238.02, 46120)

Grades ~~K~~TK-9

CSBA NOTE: The following section is for use by districts providing before-school and/or after-school programs funded by the state After School Education and Safety Program (ASES) (Education Code 8482-8484.65), the federal 21st Century Community Learning Center ~~program~~ Program (21st CCLC) (Education Code 8484.7-8484.9; 20 USC 7171-7176), or the Expanded Learning Opportunities Program (ELO) ~~program~~ (Education Code 46120).

ASES and 21st CCLC programs serve students who are in grades K-9 in an elementary, middle, or junior high school.

The district's After School Education and Safety (ASES) program or 21st Century Community Learning Center (21st CCLC) program shall serve students in any of grades ~~K~~TK-9 as the district may determine based on local needs. (Education Code 8482.3, 8484.7, 8484.75, 8484.8)

The district's 21st CCLC program shall primarily serve students in Title I schoolwide programs. (Education Code 8484.8; 20 USC 7173)

The district's ELO program shall serve students in grades TK-6. (Education Code 46120)

CSBA NOTE: The following paragraphs reflect the extent to which a before/after school programs, including ASES, 21st CCLC and ELO programs, require collaborative planning. Districts may revise the following paragraphs to reflect programs offered by the district.]

The district's programs shall be planned through a collaborative process that includes parents/guardians, students, and representatives of participating schools, governmental agencies, including city and county parks and recreation departments, local law enforcement, community organizations, and the private sector. As appropriate, the Superintendent or designee may include other stakeholders in such collaborative process. (Education Code 8482.5, 8484.75, 46120)

CSBA NOTE: Education Code 46120, as added ~~amended~~ by AB ~~130~~181 (Ch. 44~~52~~, Statutes of 2021), ~~establishes~~2022) and AB 185 (Ch. 571, Statutes of 2022), ~~provides for~~ the Expanded Learning Opportunities (ELO) Program ~~program~~ and allocates funding to districts under a formula based on a district's percentage of unduplicated students and average daily attendance. For the ~~2021-22~~2022-23 school year, districts receiving funds are required to offer access to ELO programs to all unduplicated students in grades TK-6 and to provide access to such programs to at least 50 percent of enrolled unduplicated students. ~~For~~Commencing with the ~~2022-23~~2023-24 school year, districts ~~receiving funds~~with a prior fiscal year local control funding formula (LCFF) unduplicated pupil percentage (UPP) of at least 75 percent are required to offer access to ELO programs to all classroom-based students in grades TK-6 ~~access to ELO programs~~, and to ensure that access is provided to any student whose parent/guardian requests placement in an ELO program. Commencing with the 2023-24 school year, districts with a prior fiscal year LCFF UPP of less than 75 percent are required to offer access to ELO programs to all unduplicated students in grades TK-6 and ensure that access is provided to any unduplicated student whose parent/guardian requests placement in an ELO program. Districts are required to prioritize services at school sites in the lowest income communities, as determined by prior year percentages of students eligible for free and reduced-price meals, while maximizing the number of schools and neighborhoods with ELO programs across their attendance area.

The following paragraph is for districts that receive ELO funds and should be deleted by districts that do not receive such funds. However, the California Department of Education's (CDE), "Expanded Learning Opportunities Program FAQs," clarifies that districts that receive funds for classroom-based instructional programs that serve grades TK-6 cannot opt-out of the ELO program funding.

The district's Expanded Learning Opportunities (ELO) program shall serve students in grades TK-6. ~~For the 2021-22~~For the 2022-23 school year, the district shall offer access to ELO programs to all unduplicated students in grades TK-6 and provide access to such programs to at least 50 percent of enrolled unduplicated students. ~~Commencing with the 2022-23 school year, the district shall offer all students in grades TK-6 access to ELO programs, and ensure that access is provided to any student whose parent/guardian requests placement in a program.~~ -(Education Code 46120)

(For districts with a prior fiscal year local control funding formula unduplicated pupil percentage of less than 75 percent)

The district shall offer access to the ELO program to all classroom-based unduplicated students in grades TK-6. The district shall provide access to any unduplicated student whose parent/guardian requests placement in an ELO program.

CSBA NOTE: Education Code 8281.5, as added by AB 130 and amended by AB 167 (Ch. 252, Statutes of 2021), requires districts receiving grants through the The California Prekindergarten Planning and Implementation Grant Program, established pursuant to develop a plan Education Code 8322, provides for consideration by the Board at a public meeting on or before June 30, 2022 for how all children in the attendance area of the district will have access to full-day learning programs the year before kindergarten that meet the needs of parents/guardians, including through partnerships with the district's ELO program, ASES Program, California a state preschool program, Head Start programs, and other community-based early learning and care programs. initiative with the goal of expanding access to classroom-based prekindergarten programs. See BP 6170.1 - Transitional Kindergarten.

The Superintendent or designee shall ensure that the plan to provide access to full-day learning programs the year before kindergarten addresses the needs of children and their families as specified in BP 6170.1 - Transitional Kindergarten. (Education Code ~~8281.5~~8322)

CSBA NOTE: Pursuant to Education Code 8484.75, programs funded through the 21st CCLC program are generally subject to the same program requirements applicable to ASES programs, with the exception of specified provisions primarily related to allocation of funds- , collaboration, and data collection. In contrast, ELO programs are explicitly subject to some but not all of the ASES requirements pursuant to Education Code 46120. However, the California Department of Education's (CDE) Expanded Learning Opportunities FAQs, emphasizes that districts are expected to uniformly apply the stricter ASES requirements to all programs since ASES, 21st CCLC, and ELO programs should be considered a single, comprehensive program. As such, the following section reflects the expectation that ELO programs will comply with all the requirements for ASES and 21st CCLC programs.

The following section applies to ASES, 21st CCLC, and ELO programs, except where otherwise noted, and should be revised to reflect the program(s) offered by the district.

The district's ASES, 21st CCLC, and ELO program(s) shall be operated in accordance with the following:

1. Program Elements

- a. The program shall include an educational and literacy element in which tutoring or homework assistance is provided in language arts, mathematics, history and social science, computer training, and/or science. (Education Code 8482.3, 8484.75, 46120)

CSBA NOTE: Education Code 8482.3 requires that the program include an educational enrichment component which may include physical fitness. Pursuant to Education Code 8483.55 and 8484.8, the CDE has developed voluntary California After School Physical Activity Guidelines which are available on its web site.

- b. The program shall include an educational enrichment element which may include, but is not limited to, fine arts, career technical education, recreation, technology, physical fitness, and prevention activities. (Education Code 8482.3, 8484.75, 46120)

CSBA NOTE: Pursuant to Education Code ~~8482~~8483.3, after-school expanded learning opportunity programs ~~may~~ are required to offer a nutritional snack, meal, or both. Education Code 8482.3 requires that such snacks or meals ~~that~~ conform to applicable state or federal nutrition standards. Reimbursement for providing snacks is available through the National School Lunch Program and the Child and Adult Care Food Program (CACFP) for participating districts. Pursuant to the Healthy, Hunger-Free Kids Act of 2010 (42 USC 1766-1766a), after-school programs participating in the at-risk after-school care component of the CACFP may be reimbursed for serving full meals. Further information is available on the web sites of ~~the~~ CDE and the U.S. Department of Agriculture.

2. Nutrition

- a. ~~If snacks~~Snacks or meals ~~are~~ made available in the program, ~~they~~ shall conform to nutrition standards specified in Education Code 49430-49434 or 42 USC 1766 as applicable. (Education Code 8482.3, 8484.75, 46120; 42 USC 1766-1766a; 7 CFR 226.17)
- b. The district's before-school program shall offer a breakfast meal as described in Education Code 49553 for all program participants. (Education Code 8483.1, 8484.75)

CSBA NOTE: Education Code 8482.3 provides that a program may be offered at one or multiple school sites. Program applications and U.S. Department of Education (USDOE) nonregulatory guidance, "21st Century Community Learning Centers," state that programs may be located off campus as long as the facility is as available and accessible to students as if it were located at a school.

3. Location of Program

- a. The program may be offered at one or multiple school sites and/or at an easily available and accessible off-campus facility. (Education Code 8482.3, 8484.75)

- b. When there is a significant barrier to student participation in either the before-school or after-school component of a program at the school of attendance, the Superintendent or designee may, with the approval of the Superintendent of Public Instruction, provide services at another school site. Such transfer of services shall occur only if the school to which the program will be transferred agrees to receive students from the transferring school and has an existing grant of the same type as the transferring school, or does not have a 10-percent lower percentage of students eligible for free or reduced-price meals than the transferring school. A significant barrier includes any of the following: (Education Code 8482.8, 8484.75)
 - i. Fewer than 20 students participating in the program component
 - ii. Extreme transportation constraints, including, but not limited to, desegregation busing, busing for magnet or open enrollment schools, or student dependence on public transportation
 - iii. A reduction in the program grant of an existing school due to its merging into a new school opened by the district or the splitting of its students with a new school

In such cases, the district shall arrange for safe, supervised transportation between school sites; ensure communication among staff in the regular school program, staff in the before-school or after-school program, and parents/guardians; and ensure alignment of the educational and literacy elements with the regular school program of participating students. (Education Code 8482.8, 8484.75)

4. Staffing

- a. All staff members who directly supervise students shall, at a minimum, meet the qualifications for an instructional aide. (Education Code 8483.4, 8484.75, 45330, 45344, 45344.5)

CSBA NOTE: Pursuant to Education Code 8483.4, program staff and volunteers are required to meet health screening and fingerprint clearance requirements. Education Code 49024 provides that the requirement to obtain an Activity Supervisor Clearance Certificate prior to beginning a paid or volunteer position is satisfied by clearing a Department of Justice and Federal Bureau of Investigation criminal background check.

- b. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in law and Board policy. (Education Code 8483.4, 8484.75)
- c. The student-to-staff ratio shall be no more than 20 to 1, except that programs serving transitional kindergarten or kindergarten students shall maintain a student-to-staff member ratio of no more than 10 to 1 (Education Code 8483.4, 8484.75, 46120)

5. Hours of Operation

~~5. CSBA NOTE: Pursuant to Education Code 46120, ELO programs must provide in-person before or after school expanded learning opportunities offered on school days that, when added to daily instructional minutes, recess, and meals, meet certain hourly requirements, as specified. Item #5(a) and 5(b) below do not apply to ELO programs offered pursuant to Education Code 46120.~~

- a. A before-school program shall not operate for less than one and one-half hours per regular school day. (Education Code 8483.1, 8484.75)

CSBA NOTE: Pursuant to Education Code 8483, as amended by AB 2622 (Ch. 265, Statutes of 2018), ASES programs that operate at a school site located in an area that has a population density of less than 11 persons per square mile may end operating hours not earlier than 5 p.m. The following paragraph can be revised to reflect district programs.

- b. An after-school program shall begin immediately upon the conclusion of the regular school day and shall operate a minimum of 15 hours per week and at least until 6 p.m. on every regular school day. (Education Code 8483, 8484.75)

~~CSBA NOTE: Pursuant to Education Code 46120, as added AB 130 and amended by AB 167, ELO programs must provide in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, are no less than nine hours of combined instructional time and expanded learning opportunities per instructional day.~~

- c. An ELO program shall provide in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, shall not be less than nine hours of combined instructional time and expanded learning opportunities per instructional day. (Education Code 46120)

6. Admissions

- a. Every student attending a school operating a program is eligible to participate in the program, subject to program capacity. (Education Code 8482.6, 8484.75)
- b. If the number of students wishing to participate in the program exceeds program capacity, students shall be selected for enrollment based on the following guidelines:
 - i. First priority for enrollment shall be given to students who are identified as homeless youth, as defined by the McKinney-Vento Homeless Assistance Act (42 USC 11434a), at the time they apply for enrollment or at any time during the school year, to students who are identified by the program as being in foster care, and to students who are eligible for free or reduced-price meals. (Education Code 8483, 8483.1, 8484.75)

The district is not required to disenroll a current student in order to secure the enrollment of a student who has priority for enrollment. (Education Code 8483, 8483.1)

The district shall inform the parent/guardian of a homeless or foster youth, or student eligible for free or reduced price meals, of the right of the child to receive priority enrollment and how to request priority enrollment. (Education Code 8483, 8484.75)

CSBA NOTE: Item #(2) below is for use by districts that maintain middle or junior high schools.

- ii. Second priority for enrollment of middle or junior high school students shall be given to students who attend daily. (Education Code 8483, 8483.1, 8484.75)

CSBA NOTE: Items #(3)-(5) are optional and may be revised or expanded to include enrollment priorities established by the district.

- iii. Third priority for enrollment shall be given to students identified as in need of academic remediation or support in accordance with Board policy or administrative regulation.
- iv. Any remaining capacity shall be filled by students selected at random.
- v. A waiting list shall be established to accommodate additional students if space becomes available.

7. Attendance/Early Release

CSBA NOTE: Education Code 8483 and 8483.1 express legislative intent that elementary students attend the full program day of either the before-school or after-school program every day in which they participate- and districts are mandated to establish a policy regarding reasonable early daily release of students from the after-school program and reasonable late arrival to a before-school program. Education Code 8483 and 8483.1 allow districts to implement a flexible attendance schedule for students in middle or junior high school. Education Code 8483.1 specifies that, for before-school programs, students who attend less than one-half of the daily program hours may not be counted for attendance purposes.

Pursuant CDE's, "Early Release and Late Arrival Guidance," recommends that late arrival and early release policies be implemented by establishing codes for various reasons of early release or late arrival and includes sample codes.

In contrast, CDE's, "Expanded Learning Opportunities Program FAQ," explains that ELO Programs offered pursuant to Education Code ~~8483~~,46120 do not have an attendance requirement, but rather districts offering an after-school program are mandated encouraged to establish a policy regarding reasonable early daily release of students from the after-school program. Education Code 8483.1 mandates districts offering a before-school program to establish a policy regarding reasonable late daily arrival of students. track student attendance for safety and continuous quality improvement purposes.

The following items should be revised to reflect district practice.

- a. Each student admitted into a district program shall be expected to attend the full number of hours that the program is in operation every day that the student participates. An ELO program offered pursuant to Education Code 46120 does not

have an attendance requirement, but the district may track student attendance for safety and continuous quality improvement purposes.

- b. When necessary, a student's parent/guardian may request, in writing, that the Superintendent or designee approve the reasonable late daily arrival for the before-school program or the reasonable early daily release from the after-school program. The Superintendent or designee shall not approve such a request if the student would be attending less than one-half of the daily program hours.

CSBA NOTE: Item #8 below is for use by districts that offer a program during summer, intersession, or vacation periods. Pursuant to Education Code 8483.76, a school that establishes a before-school or after-school program is eligible to receive a supplemental grant to operate the program in excess of 180 regular school days or during any combination of summer, weekends, intersession, or vacation periods for a maximum of 30 percent of the total grant amount awarded, per school year, to the school.

Pursuant to Education Code 46120, ELO programs are required to offer no less than nine hours of in-person expanded learning opportunities per day for at least 30 non-school days during intersessional periods.

8. Summer/Intersession/Vacation Programs

- a. ELO programs shall offer no less than nine hours of in-person expanded learning opportunities per day for at least 30 non-school days, during intersessional periods.
- b. A before-school program operating during summer, intersession, and/or vacation days shall be offered for a minimum of two hours per day. An after-school program offered during summer, intersession, and/or vacation days may be operated for either three hours or six hours per day in accordance with Education Code 8483.76. When both before-school and after-school programs are offered for the same students on such days, they shall be operated for a minimum of four and one-half hours per day. (Education Code 8483, 8483.1, 8483.2, 8483.76)
- c. A program offered during summer, intersession, and/or vacation periods may open eligibility to every student attending a school in the district, with priority for enrollment given to students enrolled in the school that received the grant. (Education Code 8483.76)
- d. To address the needs of students and school closures, the program may be conducted at an off-site location or an alternate school site. The program shall notify the California Department of Education (CDE) of the change of location and shall include a plan to provide safe transportation pursuant to Education Code 8484.6. (Education Code 8483.76)
- e. Any program operating for six hours per day shall provide at least one nutritionally adequate free or reduced-price meal to each eligible student during each program day. (Education Code 8483.76)

CSBA NOTE: Education Code 8483.76 mandates that a district operating a six-hour program adopt an attendance and early release policy for the program that is consistent with the district's early

release policy for the regular school day; see item #7 above. This policy must be included in the program plan submitted to CDE.

- f. For any program operating six hours per day, district procedures pertaining to student attendance and early release as specified in item #7 above shall apply. (Education Code 8483.76)

Reports

CSBA NOTE: The following section applies to ASES, 21st CCLC, and ASSETs programs.

Pursuant to Education Code 8426 and 8484, CDE may terminate a grant if, for three consecutive years, the program fails to demonstrate measurable program outcomes or fails to attain 75 percent of its proposed attendance levels. For this purpose, CDE may consider a comparison of participating and nonparticipating students at the same school site or other factors.

The Superintendent or designee shall annually submit to CDE outcome-based data, including, but not limited to: (Education Code 8427, 8482.3, 8484)

1. For participating students, school day attendance on an annual basis and program attendance on a semi-annual basis

CSBA NOTE: Education Code 8427 requires programs to submit evidence of a program quality improvement process that is based on standards developed by CDE. ~~CDE's~~ Such program quality standards, can be found in CDE's, "Quality Standards for Expanded Learning in California: Creating and Implementing a Shared Vision of Quality, are available on its web site."

2. Evidence of a program quality improvement process that is data driven and based on CDE program quality standards

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 17260-17268	Plans and specifications for school facilities
Ed. Code 17264	New construction; accommodation of before- and after-school programs
Ed. Code 35021.3	After-school physical recreation instructors
Ed. Code 45125	Criminal record check
Ed. Code 45330	Paraprofessionals; instructional aides
Ed. Code 45340-45349	Paraprofessionals; instructional aides
Ed. Code 46120	Expanded Learning Opportunities Program
Ed. Code 49024	Activity Supervisor Clearance Certificate
Ed. Code 49430-49434	Nutrition standards
Ed. Code 49540-49546	Child care food program
Ed. Code 49553	Free or reduced-price meals
Ed. Code 69430-69460	Cal Grant program
Ed. Code 8263	Eligibility and priorities for subsidized child development services
Ed. Code 8263.4	Enrollment of students ages 11-12 years
Ed. Code 8273.1	Family fees; exemptions
Ed. Code 8281.5 8322	California Prekindergarten Planning and Implementation Grant Program
Ed. Code 8295-8305	Child development program; personnel qualifications
Ed. Code 8350-8359.1	Programs for CalWORKS recipients
Ed. Code 8360-8370	Personnel qualifications
Ed. Code 8420-8428	21st Century After-School Program for Teens
Ed. Code 8482-8484.65	After School Education and Safety Program
Ed. Code 8484.7-8484.9	21st Century Community Learning Centers
Ed. Code 8490-8490.7	Distinguished After School Health Recognition Program

W&I Code 10207-10490

Child Care and Development Services Act

W&I Code 10273

Preferred placement for otherwise eligible children ages 11 or 12

Federal

Description

20 USC 6311

State plan

20 USC 6314

Title I schoolwide program

20 USC 7171-7176

21st Century Community Learning Centers

42 USC 11434a

Education for homeless children and youths

42 USC 1766-1766a

Child and Adult Care Food Program

7 CFR 226.17

Child care center nutrition standards

Management Resources

Description

California Department of Education
Publication

Quality Program Improvement Plan Instructions: Instructions for Completing a Quality Program Improvement Plan for Expanded Learning Programs in California, ~~August 2020~~ [January 2022](#)

California Department of Education
Publication

21st CCLC and ASSETs FAQs, ~~September 2020~~ [October 2022](#)

California Department of Education
Publication

Request for Applications: 21st Century ~~High School~~ [Community Learning Centers](#) and After School Safety and Enrichment for Teens, September ~~2020~~ [2022](#)

~~California Department of Education
Publication~~

~~Request for Applications: 21st Century Community Learning Centers Elementary/Middle Schools, September 2020~~

California Department of Education
Publication

Expanded Learning Opportunities Program FAQs, ~~October 2021~~ [July 2022](#)

California Department of Education
Publication

A Crosswalk Between the Quality Standards for Expanded Learning and Program Quality Assessment Tools, 2014

California Department of Education
Publication

California After School Physical Activity Guidelines, 2009

California Department of Education
Publication

Quality Standards for Expanded Learning in California: Creating and Implementing a Shared Vision of Quality, 2014

U.S. Department of Education
Publication

21st Century Community Learning Centers, Nonregulatory Guidance, February 2003

Website

CSBA District and County Office of Education Legal Services

Website

California Department of Education, Expanded Learning

Website

U.S. Department of Agriculture

[Website](#)

[California Child and Adult Care Food Program](#)

Website

California School-Age Consortium

Website	Partnership for Children and Youth
Website	California Afterschool Network
Website	California Healthy Kids Survey
Website	Commission on Teacher Credentialing
Website	CSBA
Website	U.S. Department of Education

Cross References

Code	Description
0000	Vision
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1330	Use Of School Facilities
1330	Use Of School Facilities
1330-E(1)	Use Of School Facilities
1330.1	Joint Use Agreements
1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools

3260	Fees And Charges
3260	Fees And Charges
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3540	Transportation
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
3580	District Records
3580	District Records
4112.4	Health Examinations
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4131	Staff Development
4212.4	Health Examinations
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4231	Staff Development
4312.4	Health Examinations
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4331	Staff Development
5030	Student Wellness
5131.6	Alcohol And Other Drugs

5131.6	Alcohol And Other Drugs
5131.62	Tobacco
5131.62	Tobacco
5137	Positive School Climate
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.23	Asthma Management
5141.23	Asthma Management
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5144	Discipline
5144	Discipline
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.9	Hate-Motivated Behavior
5147	Dropout Prevention
5148	Child Care And Development
5148	Child Care And Development
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6142.4	Service Learning/Community Service Classes
6142.6	Visual And Performing Arts Education
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6142.91	Reading/Language Arts Instruction
6142.92	Mathematics Instruction
6142.93	Science Instruction
6145	Extracurricular And Cocurricular Activities

6145	Extracurricular And Cocurricular Activities
6154	Homework/Makeup Work
6159	Individualized Education Program
6159	Individualized Education Program
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology
6170.1	Transitional Kindergarten
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6175	Migrant Education Program
6175	Migrant Education Program
6176	Weekend/Saturday Classes
6177	Summer Learning Programs
6178	Career Technical Education
6178	Career Technical Education
6179	Supplemental Instruction

Policy 5148.3: Preschool/Early Childhood Education

Status: ADOPTED

Original Adopted Date: 11/01/2012 | Last Revised Date: 12/01/2021 2022 | Last Reviewed Date: 12/01/2021 2022

CSBA NOTE: The following optional policy may be used by districts that operate their own preschool/early childhood education programs and/or collaborate to provide preschool opportunities within the community. CSBA's publication, ["What Boards of Education Can Do about Kindergarten Readiness,"](#) provides information about [the](#) characteristics of effective preschool programs and actions that the district and Governing Board can take to encourage and/or provide high-quality preschool education.

Pursuant to AB 131 (Ch. 116, Statutes of 2021), the statutes that govern the California State Preschool Program (CSPP) were renumbered within the Education Code. In addition, pursuant to AB 131, the statutes that govern child care programs under the Child Care and Development Services Act were repealed from the Education Code and reenacted in the Welfare and Institutions Code. Education Code 8207, as added by AB 131, clarifies that the Superintendent of Public Instruction (SPI) and the California Department of Education (CDE) retain administrative supervision of the CSPP.

In December 2020, the SPI initiated the rulemaking process for revised implementing regulations for the CSPP. Once final, these regulations may affect this policy and the accompanying administrative regulation.

Education Code 8281.5, as added by AB 130 (Ch. 44, Statutes of 2021) Education Code 8320, as added by AB 210 (Ch. 62, Statutes of 2022) and amended by AB 185 (Ch. 571, Statutes of 2022), establishes the California Universal Preschool Planning Grant Program, with the goal of expanding access to preschool programs for 3-year old and 4-year-old children universally across the state, through a mixed-delivery system by a variety of providers, programs, and settings such as Head Start agencies and other public, private, or proprietary agencies. Under the program, grants are awarded per county, based on collaborative planning among the local child care and development planning council, school districts and other local educational agencies, public and private agencies, and other community members, to ensure that activities conducted under the grant meet community needs for universal preschool in a mixed-delivery system which are not already addressed.

Education Code 8322, as renumbered by SB 1380 (Ch. 28, Statutes of 2022), establishes the California Prekindergarten Planning and Implementation Grant Program as an early learning initiative with the goal of expanding access to classroom-based prekindergarten programs at districts. The program allocates funding to all districts that operate kindergarten programs through minimum base grants, enrollment grants based on a district's kindergarten enrollment, and supplemental grants based on a district's percentage of unduplicated students. Grant funds may be used for costs associated with creating or expanding CSPP programs or transitional kindergarten (TK) programs, or to establish or strengthen partnerships with other providers of prekindergarten education within the district, including Head Start programs, to ensure that high-quality options for prekindergarten education are available for four-year-old children. Allowable costs include, but are not necessarily limited to, planning costs, hiring and recruitment costs, staff training and professional development, classroom materials, and supplies.

Pursuant to AB 131, the Legislature allocated additional funds to provide subsidized child care and CSPP programs with COVID-19 pandemic-related assistance. Education Code 8252, as amended and renumbered by AB 131, requires 210, districts [are required](#) to waive family fees for all families receiving

subsidized child care services from CSPP programs during the ~~2021-22~~2022-23 school year. See the accompanying administrative regulation for more information regarding waiver of fees.

The Governing Board recognizes the value of high-quality preschool experiences to enhance children's social-emotional development; and acquisition of instructional knowledge, skills, and abilities. The Board desires to provide a supervised; and cognitively rich learning environment designed to facilitate the transition to kindergarten for three- and four-year-old children.

CSBA NOTE: The following optional paragraphs may be used by all districts, regardless of whether they provide their own preschool programs, and may be revised to reflect district practice.

Welfare and Institutions Code 10480-10487 establish county-level child care and development planning councils, with members selected by the County Board of Supervisors and County Superintendent of Schools, to identify local priorities for child care, including preschool programs, and to develop policies to meet identified needs; see BP 5148 - Child Care and Development. Such councils may also develop centralized student eligibility lists; see the section on "Enrollment Priority" in the accompanying administrative regulation.

The Superintendent or designee shall collaborate with the local child care and development planning council, the county office of education, other public agencies, organizations, and/or private preschool providers to assess the availability of preschool programs in the community and the extent to which the community's preschool needs are being met. The Board encourages the development of a comprehensive districtwide and/or countywide plan to increase children's access to high-quality preschool programs.

The Superintendent or designee shall provide information about preschool options in the community to parents/guardians upon request.

CSBA NOTE: Pursuant to 5 CCR 17745, as adopted in Register 2022, No. 26, in addition to other eligibility requirements, a child and the child's parents/guardians must live in California while the child is receiving services.

To receive preschool services, a child and the child's parent(s)/guardian(s) shall be required to provide evidence of residency in California. However, any person identified as experiencing homelessness shall only be required to submit a declaration that the person resides in California. (5 CCR 17745)

Preschool eligibility determinations shall be made without regard to a child's immigration status or that of the child's parent(s)/guardian(s) unless the child or the child's parent(s)/guardian(s) are under a final order of deportation from the United States Department of Homeland Security. (5 CCR 17745)

District Preschool Programs

CSBA NOTE: The following optional section is for use by districts that choose to provide preschool/early childhood education programs for ~~three-year-old~~ and four-year-old children and should be revised to reflect district practice.

The district may contract with CDE to offer a program through the CSPP pursuant to Education Code 8200-8340. ~~Three-year-old~~ and four-year-old children from low-income or otherwise disadvantaged families may be eligible for subsidized services. See the accompanying administrative regulation for major program requirements for CSPP.

Pursuant to Education Code 8207, ~~as amended by AB 131~~, CSPP programs may be part-day or full-day programs that are age and developmentally appropriate. See the accompanying administrative regulation for details.

Preschool programs may also receive funding through the state migrant child care and development program (Welfare and Institutions Code 10235-10238), child care and development services for children with special needs program (Welfare and Institutions Code 10260-10263), federal Head Start program (42 USC 9831-~~9852~~9852c), Title I preschool program (20 USC 6311-6322), or other funding sources available to the district.

When the Board determines that it is feasible, the district may contract with the California Department of Education (CDE) to provide preschool services in facilities at or near district schools, either directly or through a subcontract with a public or private provider.

CSBA NOTE: Pursuant to Health and Safety Code 1596.792, CSPP programs that are operated in a school building by a school district under contract with CDE are exempted from licensure and regulation requirements of Health and Safety Code 1596.70-1597.21. However, such CSPP programs are required to comply with other specified health and safety requirements, including the Field Act, California Building Standards Code, requirements for kindergarten classrooms specified in 5 CCR 14001-~~14306~~14036, and requirements for CSPP programs specified in 5 CCR ~~18000-18308~~.

Pursuant 17700-17833.

Education Code 8207, as amended by SB 1047 (Ch. 923, Statutes of 2022), requires any CSPP program to provide early learning and care and comply with Health and Safety Code 1596.955 and all other applicable statutory and regulatory requirements, including, but not limited to, the requirement of Education Code 8205, as amended and renumbered by AB 131, that any child under four years of age shall be served only in a CSPP facility licensed in accordance with Title 22 of the California Code of Regulations.

District preschool programs shall comply with all health and safety laws and regulations, including, when applicable, licensure requirements pursuant to 22 CCR 101156.

CSBA NOTE: Pursuant to 5 CCR ~~18130~~ specifies the state regulations for child care and development programs that are applicable to CSPP programs, including the requirement 17701, as adopted in 5 CCR ~~18271~~ that Register 2022, No. 26, the Board is required to approve a written philosophical statement, goals, and objectives, and requirements addressing each program component specified in 5 CCR ~~18272-18281~~. 17701-17711, as adopted in Register 2022, No. 26. See the accompanying administrative regulation and AR 5148 - Child Care and Development for further information about these required program components.

The Board shall approve, for the district's preschool program, a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR ~~18272-18281~~ 17701-17711 and the accompanying administrative regulation. (5 CCR ~~18271~~ 17701)

The Board shall set priorities for establishing or expanding services as resources become available, giving consideration to the benefits of providing early education programs for at-risk children and/or children residing in the attendance areas of the lowest performing district schools.

CSBA NOTE: Pursuant to Education Code 17375, as amended by AB 130 and AB 167 (Ch. 252, Statutes of 2021), districts may be awarded grants for the construction of new preschool classrooms or the modernization of existing preschool classrooms pursuant to the California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program.

Preschool classroom needs shall be addressed in the district's facilities master plan, including an assessment as to whether adequate and appropriate space exists on school sites. As necessary, the Superintendent or designee shall provide information to the Board regarding facilities financing options

for preschool classrooms and/or facilities available through partnering organizations or agencies.

Because parents/guardians are essential partners in supporting the development of their children, the Superintendent or designee shall involve them in program planning.

CSBA NOTE: The following optional paragraph provides for coordination of the preschool program with the TK program and may be revised to reflect district practice. ~~Education Code 48000, as amended by AB 130 and AB 167, requires districts receiving TK apportionment to offer to any child whose fifth birthday is between September 2 and December 2 a TK program as the first year of a two-year kindergarten program and~~ Education Code 48000 revises the timespans for mandatory admittance requirements to be phased in starting in the 2022-23 school year to the 2025-2026 school year; see BP 6170.1 - Transitional Kindergarten.

The Superintendent or designee shall coordinate the district's preschool program, transitional kindergarten program (TK), and elementary education program to provide a developmental continuum that builds upon children's growing skills and knowledge.

CSBA NOTE: Pursuant to Education Code 48000, ~~as amended by AB 130 and AB 167~~, a child's eligibility for TK enrollment may not impact family eligibility for a preschool or childcare program. Education Code 8205, ~~as renumbered and amended by AB 131~~, clarifies that four-year-old children who are eligible to participate in a CSPP program include those children whose 5th birthday occurs after September 1 of the fiscal year in which they are enrolled in a CSPP program and whose parent or guardian has opted to retain or enroll them in a CSPP program.

A child's eligibility for TK enrollment shall not impact family eligibility for a preschool or child care program. (Education Code 8205, 48000)

CSBA NOTE: CDE has developed voluntary "preschool learning foundations" which describe the knowledge, skills, and competencies that children are expected to exhibit as they complete their first or second year of preschool. These standards address essential skills in the subject areas listed below. The standards and companion preschool curriculum frameworks are available on CDE's web site.

The district's program shall be aligned with preschool learning foundations and curriculum frameworks developed by CDE which identify the knowledge, skills, and competencies that children typically attain as they complete their first or second year of preschool. The program shall be designed to facilitate children's development in essential skills in the areas of language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

~~CSBA NOTE: Education Code 8203, as amended by AB 1363 (Ch. 498, Statutes of 2021),~~ CSBA NOTE: Pursuant to Education Code 8241.5, as amended by AB 210 and AB 185, preschool providers are required to identify dual language learners enrolled in specified preschool programs through a family language instrument and a family language and interest interview, and to report child and program data related to dual language learners to CDE. Education Code 8203 requires the quality indicators for CSPP programs to include activities and services that meet the needs of dual language learners for support in the development of their home language and English, and is reflected in the following paragraph.

The Superintendent or designee shall identify dual language learners in district preschool programs, and shall collect and report related data to CDE as required by Education Code 8241.5. The district's preschool program shall include activities and services that meet the needs of dual language learners for support in the development of their home language and English. (Education Code 8203)

CSBA NOTE: The following paragraph reflects Education Code 8208, as amended by AB 210 and SB 1047, which provides that, starting July 1, 2022 – June 30, 2023, at least 5 percent of enrollment into

subsidized preschool must be reserved for children with exceptional needs and increases the number to 7.5 percent on July 1, 2023 and 10 percent from July 1, 2024.

The district's preschool program shall serve children with exceptional needs as required by Education Code 8208. Children with exceptional needs attending any CSPP program shall be educated in the least restrictive environment in accordance with 20 USC 1412.

The district's preschool program shall provide appropriate services to support the needs of at-risk children.

CSBA NOTE: Pursuant to Education Code 8207, as amended and renumbered by AB 131, CSPP programs must include certain required components, as reflected in the accompanying administrative regulation.

To maximize the ability of children to succeed in the preschool program, the program shall support children's health through proper nutrition and physical activity and shall provide or make referrals to available health and social services as needed.

The district shall encourage volunteerism by families participating in the program and shall communicate frequently with parents/guardians of enrolled children regarding their child's progress.

CSBA NOTE: The Commission on Teacher Credentialing issues permits for child development program directors, site supervisors, ~~master~~and teachers, ~~teachers~~, ~~associate teachers~~, and ~~assistants~~ pursuant to criteria established in Education Code 8205 and 8298, as renumbered and amended by AB 131, and 5 CCR ~~80105-80125~~. 17717-17721, as adopted in Register 2022, No. 26. The district may request from CDE a waiver of the qualification requirements for a site supervisor upon demonstration of a compelling need, in accordance with Education Code 8205 and 5 CCR ~~18295~~17719.

Health and Safety Code 1596.7995 requires that employees and volunteers at a day care center be immunized against influenza, pertussis, and measles, with specified exemptions. In addition, Health and Safety Code 1597.055 requires that teachers in a day care center obtain a tuberculosis clearance. See the accompanying administrative regulation.

The Superintendent or designee shall ensure that administrators, teachers, and paraprofessionals in district preschool programs possess the appropriate permit(s) issued by the Commission on Teacher Credentialing, meet any additional qualifications established by the Board, and participate in professional development opportunities designed to continually enhance their knowledge and skills.

CSBA NOTE: Pursuant to 5 CCR ~~18130~~, CSPP programs are subject to the requirements of 5 CCR ~~18105~~. 5 CCR ~~18105~~17743, as adopted in Register 2022, No. 26, mandates that districts offering a CSPP program develop written admissions policies and procedures that conform to the requirements of 22 CCR 101218.1, as provided in the following paragraph. See the accompanying administrative regulation for additional language that fulfills this mandate.

Preschool admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and a health examination requirement. (5 CCR ~~18105~~17743; 22 CCR 101218.1)

CSBA NOTE: Education Code 8208, 8210, and 8211, as amended and renumbered by AB ~~131~~210 and 185, and 5 CCR ~~18106~~ establish 17746-17748 revised eligibility criteria and enrollment priorities for subsidized preschool services, as provided below and in the accompanying administrative regulation.

Eligibility is generally limited to children who reside within district boundaries. However, Education Code 8267, as amended and renumbered by AB 131, and 5 CCR 18107 authorize authorizes the Board to enter into an agreement with the boards of other districts to serve children who reside within those districts. The district may revise the following paragraph to reflect any such agreement approved by the Board.

The Superintendent or designee shall ensure that subsidized preschool is provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code 8208, 8210, and 8211 and 5 CCR ~~18106~~17746-17748.

CSBA NOTE: The following paragraph is optional. Pursuant to Education Code 8207, as amended and renumbered by AB 131, programs operated under the CSPP may be part-day or full-day programs.

The Superintendent or designee shall recommend strategies to link the district's preschool program with other available child care and development programs in the district or community in order to assist families whose child care needs extend beyond the length of time that the district's preschool program is offered.

CSBA NOTE: Education Code 8281.5, as added by AB 130 and amended by AB 167, requires districts receiving grants through the California Prekindergarten Planning and Implementation Grant Program to develop a plan for consideration by the board at a public meeting on or before June 30, 2022 for how all children in the attendance area of the district will have access to full-day learning programs the year before kindergarten that meet the needs of parents/guardians, including through partnerships with the local educational agency's expanding learning offerings, the After School Education and Safety Program, the CSPP, Head Start programs, and other community-based early learning and care programs. See BP 6170.1 - Transitional Kindergarten.

The Superintendent or designee shall ensure that the plan to provide access to full-day learning programs the year before kindergarten addresses the needs of preschool children and their families as specified in BP 6170.1 - Transitional Kindergarten. (Education Code ~~8281.5~~8322)

CSBA NOTE: Pursuant AB 131, the Legislature allocated additional funds to provide subsidized child care and CSPP programs with COVID-19 pandemic-related assistance. To receive the additional funding, a CSPP program that is funded to be operational, but which is physically closed by local or state public health order or guidance due to the COVID-19 pandemic, is required to provide distance learning services as specified by CDE in Management Bulletin 21-11, Reopening, Reimbursement, Distance Learning Plans, and Distance Learning Requirements for California State Preschool Program Contractors. CSBA NOTE: Pursuant to 5 CCR 17709-17711, as adopted in Register 2022, No. 26, the district is required to conduct an annual self-evaluation that includes, but is not limited to, an assessment of the program by staff and the Board, a parent/guardian survey, and an environment rating scale using forms identified in 5 CCR 17700, as adopted in Register 2022, No. 26. In addition, pursuant to 5 CCR 17794, as adopted in Register 2022, No. 26, CDE conducts a Federal Program Monitoring/Contract Monitoring Review (FPM/CMR) of each contract agency at least once every four years. The FPM/CMR instrument is available on CDE's web site.

Education Code 8203.1 establishes the early learning quality rating and improvement system (QRIS) block grant to support continuous local improvement efforts that increase the number of low-income children in high-quality preschool programs. Grant funds may be awarded to eligible local consortia, which then allocate funds to districts and other agencies contracting to provide CSPP programs. Pursuant to Education Code 8203.1, QRIS is based on a tiered rating structure with progressively higher quality standards for each tier. It is designed to (1) provide supports and incentives for programs, teachers, and administrators to reach higher levels of quality; (2) monitor and evaluate program impacts on child outcomes; and (3) disseminate information to parents/guardians and the public about program quality.

[For further information about the QRIS block grant, see CDE's web site and its publication, "Dream Big for Our Youngest Children."](#)

When a district CSPP program is physically closed by local or state public health order due to the COVID-19 pandemic, the district shall provide distance learning to preschool children when required to do so as a condition of funding or when required by law.

CSBA NOTE: 5 CCR 18279-18281 require an annual evaluation using CDE's standardized "Desired Results for Children and Families" system. The system requires a self-evaluation that includes, but is not limited to, an assessment of the program by staff and the Board, a parent/guardian survey, and an environment rating scale using forms selected by CDE. In addition, every three years, CDE conducts a Federal Program Monitoring/Contract Monitoring Review (FPM/CMR) process with each contract agency which reviews compliance with program requirements. The FPM/CMR instrument is available on CDE's web site.

Education Code 8203.1 establishes the early learning quality rating and improvement system (QRIS) block grant to support continuous local improvement efforts that increase the number of low-income children in high-quality preschool programs. Grant funds may be awarded to eligible local consortia, which then allocate funds to districts and other agencies contracting to provide CSPP programs. Pursuant to Education Code 8203.1, QRIS is based on a tiered rating structure with progressively higher quality standards for each tier. It is designed to (1) provide supports and incentives for programs, teachers, and administrators to reach higher levels of quality; (2) monitor and evaluate program impacts on child outcomes; and (3) disseminate information to parents/guardians and the public about program quality. For further information about the QRIS block grant, see CDE's web site and its publication *Dream Big for Our Youngest Children*.

The Superintendent or designee shall develop and implement an annual plan of evaluation which conforms to state requirements. (5 CCR ~~18279~~[17709-17711](#))

CSBA NOTE: The following paragraph is for use by districts that offer a CSPP program and may be revised to reflect the type(s) of programs offered by the district. Education Code 8212, as renumbered by AB 131, requires districts to use the uniform complaint procedures, with modifications as necessary, to investigate and resolve health and safety complaints in license-exempt CSPP programs. Pursuant to 5 CCR 4610 requires that such complaints be addressed through [17781, license-exempt CSPP programs are required to comply with](#) the procedures described in 5 CCR 4690-4694, as added by Register 2020, No. 21. See BP/AR 1312.3 - Uniform Complaint Procedures.

The district's uniform complaint procedures, with modifications as necessary, shall be used to investigate and resolve complaints alleging violation of applicable health or safety requirements for license-exempt programs operating under the California State Preschool Program. However, licensed programs shall refer complaints alleging health and safety violations to the California Department of Social Services. (Education Code 8212; 5 CCR 4610, 4611, 4690-4694, [17781](#))

The Superintendent or designee shall regularly report to the Board regarding enrollment in district preschool programs and the effectiveness of the programs in preparing preschoolers for transition into the elementary education program.

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
22 CCR 101151- 101163 101191	Licensing and application procedures
22 CCR 101151-101239.2	General requirements; licensed child care centers
22 CCR 101212-101231	Continuing requirements
22 CCR 101237-101239.2	Facilities and equipment
5 CCR 18000-18434 14001-14036	Child care and development programs School housing
5 CCR 18130-18136 17700-17833	California State Preschool Program
5 CCR 18272-18281 17701-17711	General Program Requirements
5 CCR 17746-17748	Enrollment priorities
5 CCR 18295	Waiver of qualifications for site supervisor
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4690-4694	Complaints regarding health and safety issues in license-exempt preschool programs
5 CCR 80105-80125	Commission on Teacher Credentialing; child care and development permits
Ed. Code 17375	California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program
Ed. Code 44065	Issuance of and functions requiring credentials
Ed. Code 44256	Authorization for teaching credentials
Ed. Code 48000	Transitional kindergarten
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 8200-8340	California State Preschool Program
Ed. Code 8203.5	Contracts to provide child care and development preschool services
Ed. Code 8205	Definitions
Ed. Code 8207	California State Preschool Program administration
Ed. Code 8208	Eligibility of three- or four-year-old child for state preschool program
Ed. Code 8209	Physical examination and immunizations
Ed. Code 8210	Priority for part-day programs
Ed. Code 8211	Priority for full-day programs
Ed. Code 8212	Complaints related to preschool health and safety issues
Ed. Code 8213	Income eligibility

Ed. Code 8214	Order of disenrollment
Ed. Code 8217	Enrollment of <u>three- and</u> four-year-old children in state preschool programs
Ed. Code 8220-8221	Family literacy services
Ed. Code 8241	Staffing ratios for center-based program
Ed. Code 8252-8254	Family fees
Ed. Code 8281.5	California Prekindergarten Planning and Implementation Grant Program
Ed. Code 8298	Program director qualifications
<u>Ed. Code 8322</u>	<u>California Prekindergarten Planning and Implementation Grant Program</u>
H&S Code 120325-120380	Immunization against communicable diseases
H&S Code 1596.70-1596.895	California Child Day Care Act
H&S Code 1596.90-1597.21	Day care centers
W&I Code 10207-10215	General provisions
W&I Code 10207-10490	Child Care and Development Services Act
W&I Code 10217-10224.5	Resource and referral programs
W&I Code 10225-10234	Alternative payment programs
W&I Code 10235-10238	Migrant child care and development programs
W&I Code 10240-10243	General child care and development programs
W&I Code 10250-10252	Family child care home education networks
W&I Code 10260-10263	Child care and development services for children with special needs
W&I Code 10480-10487	Local planning councils
Federal	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 6311-6322	Title I, relative to preschool
20 USC 6371-6376	Early Reading First
20 USC 6381-6381k	Even Start Family Literacy Program
20 USC 6391-6399	Education for migrant students <u>of migratory children</u>
42 USC 9831-9852c	Head Start programs
42 USC 9857-9858r	Child Care and Development Block Grant
45 CFR 1301.1-1305.2	Head Start
Management Resources	Description
California Department of Education Publication	Management Bulletin 21-11, Reopening, Reimbursement, Distance Learning Plans, and Distance Learning

	Requirements for California State Preschool Program Contractors, September 17, 2021 First Class: A Guide for Early Primary Education, 1999
California Department of Education Publication	Management Bulletin 21-12, Guidance on Family Fees for Fiscal Year (FY) 2021-22, September 17, 2021
California Department of Education Publication	Management Bulletin 21-13, Guidance on Implementation of the California State Preschool Program Quality Requirements During the COVID-19 Pandemic, September 29, 2021
California Department of Education Publication	Prekindergarten Learning Development Guidelines, 2000
California Department of Education Publication	Preschool English Learners: Principles and Practices to Promote Language, Literacy, and Learning, 2nd ed., 2009
California Department of Education Publication	California Preschool Learning Foundations
California Department of Education Publication	Dream Big for Our Youngest Children: Final Report of the California Early Learning Quality Improvement System Advisory Committee, 2010
California Department of Education Publication	Prekindergarten Learning Development Guidelines, 2000
California Department of Education Publication	Preschool English Learners: Principles and Practices to Promote Language, Literacy, and Learning, 2nd ed., 2009
CSBA Publication	What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016
U.S. Department of Education Publication	Good Start, Grow Smart, April 2002
U.S. Department of Education Publication	Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings, 2016
Website	CSBA District and County Office of Education Legal Services
Website	National Institute for Early Education Research
Website	California Head Start Association
Website	California Preschool Instructional Network
Website	Child Development Policy Institute
Website	California Association for the Education of Young Children
Website	First 5 California
Website	California Department of Social Services
Website	California County Superintendents Educational Services Association
Website	Cities Counties and Schools Partnership
Website	CSBA
Website	U.S. Department of Education

Cross References

Code	Description
0415	Equity
0470	COVID-19 Mitigation Plan
0500	Accountability
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E (1)	Uniform Complaint Procedures
1312.3-E (2)	Uniform Complaint Procedures
1330	Use Of School Facilities
1330	Use Of School Facilities
1330-E(1)	Use Of School Facilities
1330.1	Joint Use Agreements
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools
3260	Fees And Charges
3260	Fees And Charges
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3523	Electronic Signatures
3523	Electronic Signatures
3541	Transportation Routes And Services
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3580	District Records
3580	District Records
4112	Appointment And Conditions Of Employment

4112.4	Health Examinations
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.6	Personnel Files
4131	Staff Development
4212.4	Health Examinations
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.6	Personnel Files
4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4231	Staff Development
4312.4	Health Examinations
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files
4331	Staff Development
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5030	Student Wellness
5111	Admission
5111	Admission
5125	Student Records
5125	Student Records
5141.23	Asthma Management
5141.23	Asthma Management
5141.26	Tuberculosis Testing
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5144.1	Suspension And Expulsion/Due Process

5144.1	Suspension And Expulsion/Due Process
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148	Child Care And Development
5148	Child Care And Development
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6159	Individualized Education Program
6159	Individualized Education Program
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6170.1	Transitional Kindergarten
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E (1)	Education For Homeless Children
6173-E (2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6174	Education For English Learners
6174	Education For English Learners
6175	Migrant Education Program
6175	Migrant Education Program
6200	Adult Education
6200	Adult Education
7110	Facilities Master Plan
7210	Facilities Financing

Regulation 5148.3: Preschool/Early Childhood Education

Status: ADOPTED

Original Adopted Date: 07/01/2015 | Last Revised Date: 12/01/2021~~2022~~ | Last Reviewed Date: 12/01/2021~~2022~~

CSBA NOTE: The following administrative regulation reflects the major requirements of the California State Preschool Program (CSPP) pursuant to Education Code 8200-8340, as renumbered and amended by AB 131 (Ch. 116, Statutes of 2021), and 5 CCR 17700-17833, as adopted in Register 2022, No. 26.

The following administrative regulation does not reflect all requirements for other state and federally funded preschool program(s). The district may revise this administrative regulation to reflect other preschool program(s) it offers, such as the state migrant child care and development program (Welfare and Institutions Code 10235-10238, as renumbered and amended by AB 131), child care and development services for children with special needs program (Welfare and Institutions Code 10260-10263, as renumbered and amended by AB 131), federal Head Start program (42 USC 9831-9852~~9852c~~), Title I preschool program (20 USC 6311-6322), or preschool program developed and funded by the district.

In addition to the program requirements described below, other district policies may be applicable to preschool programs as contained throughout the district's policy manual: may be applicable to preschool programs. See BP/AR 1240 - Volunteer Assistance, AR 3514.2 - Integrated Pest Management, BP/AR 3550 - Food Service/Child Nutrition Program, and BP/AR 5148 - Child Care and Development. Districts should consult CSBA District and County Office of Education Legal Services or district legal counsel if they have there are questions regarding the applicability of other laws to the district's preschool program.

Education Code 8205, as amended by AB 131, clarifies that four-year-old children who are eligible to participate in a CSPP program include those children whose fifth birthday occurs after September 1 of the fiscal year in which they are enrolled in a California State Preschool Program (CSPP) and whose parent/guardian has opted to retain or enroll such child in a CSPP program.

Children with exceptional needs means either of the following:

1. Children under three years of age who have been determined to be eligible for early intervention services pursuant to the California Early Intervention Services Act (Government Code 95000-95029.5) and its implementing regulations. These children include an infant or toddler with a developmental delay or established risk condition, or who is at high risk of having a substantial developmental disability, as defined in Government Code 95014. These children shall have active individualized family service plans (IFSP) and shall be receiving early intervention services.
2. Children 3 to 21 years of age, inclusive, who have been determined to be eligible for special education and related services by an individualized education program team according to the special education requirements contained in Education Code 56000-56865, and who meet eligibility criteria described in Education Code 56026 and 56333-56338 and 5 CCR 3030-3031. These children shall have an active individualized education program (IEP) and shall be receiving early intervention services or appropriate special education.

Dual language learner children means children whose first language is a language other than English or children who are developing two or more languages, one of which may be English.

Three-year-old children means children who will have their third birthday on or before December 1 of the fiscal year in which they are enrolled in a program approved by the California Department of Education (CDE) under the California State Preschool Program (CSPP). Children who have their third birthday on or after December 2 of the fiscal year, may be enrolled in a CSPP program on or after their third birthday. (Education Code 8205)

Four-year-old children means children who will have their fourth birthday on or before December 1 of the fiscal year in which they are enrolled in a CSPP program, or a child whose fifth birthday occurs after September 1 of the fiscal year in which they are enrolled in a CSPP program and whose parent or guardian has opted to retain or enroll them in a CSPP program. (Education Code 8205)

When approved by CDE under the CSPP, the district may operate one or more part-day or full-day preschool programs in accordance with law and the terms of its contract with CDE.

CSBA NOTE: Pursuant to Education Code 8207, as amended and renumbered by AB 131, CSPP programs must include certain required components, as reflected in Items 1-7 below. Item 8 is a recommended practice that may be revised to reflect the district's program.

The district's CSPP program shall include all of the following: (Education Code 8207)

1. Age and developmentally appropriate activities for children
2. Supervision
3. Parenting education and parent engagement
4. Social services that include, but are not limited to, identification of child and family needs and referral to appropriate agencies
5. Health services
6. Nutrition
7. Training and career ladder opportunities, documentation of which shall be provided to CDE
8. Physical activity to support children's health

CSBA NOTE: 5 CCR 18130 specifies the state regulations for child care and development programs that are applicable to CSPP programs. These requirements include, but are not limited to, the program components are listed in 5 CCR 18272-18281. See AR 5148 - Child Care and Development for details regarding these required program components. [17701-17711, as adopted in Register 2022, No. 26.](#)

Pursuant to Education Code 8203.5, as amended and renumbered by AB 131, contracts between the California Department of Education (CDE) and districts for CSPP programs must include a requirement that a developmental profile be maintained for each child.

The district's preschool program shall include all required program components for satisfy all the requirements described in 5 CCR 17701-17711, including, but not limited to, those related to the program philosophy, goals, and objectives, the educational program, the creation of a developmental profile for each child, staff development, parent involvement family engagement and education strengthening, community involvement, health and social services, nutrition, and program evaluation, as described in 5 CCR 18272-18281 and AR 5148 - Child Care and Development.

Minimum Hours/Days of Operation

CSBA NOTE: Pursuant to Education Code 8207, as amended and renumbered by AB 131, CSPP programs may be part-day or full-day. The following section may be revised to reflect district programs.

The district's part-day preschool program shall operate a minimum of three hours, and up to three hours and 59 minutes, per day, excluding time for home-to-school transportation, and for a minimum of at least 175 days per year unless otherwise specified in the program's contract with CDE. (Education Code 8207; 5 CCR ~~18136~~17727)

CSBA NOTE: The following paragraph reflects Education Code 48000, as amended by AB 185 (Ch. 571, Statutes of 2022).

However, a part-day preschool program may also offer transitional kindergarten (TK) or kindergarten children whose families meet the requirements of Education Code 8208 less than four hours of wraparound childcare services and a part-day preschool program operating on a school site may be allowed flexibility in the operational hours. (Education Code 48000)

The district's full-day program shall operate for a minimum of 246 days per year, unless the contract specifies a lower number of days of operation. (Education Code 8207, and for the number of operational hours reasonably necessary to meet the preschool needs of the families in the community. (Education Code 8207; 5 CCR 17728)

Staffing

CSBA NOTE: Education Code 8241, as amended and renumbered by AB 131, provides staffing ratios that apply until the Superintendent of Public Instruction (SPI) promulgates regulations to establish such ratios for center-based programs. Pursuant to Education Code 8241, CSPP programs must maintain a ratio of at least one adult to every eight children and at least one teacher to every 24 children.

The preschool program shall maintain an adult-child ratio of at least one adult for every eight children and a teacher-child ratio of at least one teacher for every 24 children. (Education Code 8241, 5 CCR ~~18135, 18290~~17713-17716)

CSBA NOTE: Health and Safety Code 1596.7995 requires employees and volunteers at a day care center to be immunized against influenza, pertussis, and measles, with specified exemptions. Health and Safety Code 1597.055 adds a requirement for such teachers to obtain a tuberculosis clearance. Pursuant to Health and Safety Code 1596.76, a day care center includes a preschool. See AR 5148 - Child Care and Development for further information regarding immunization requirements for staff and volunteers. Districts that have not adopted AR 5148 - Child Care and Development may revise the following paragraph accordingly and expand it to include the exemptions specified in Health and Safety Code 1596.7995.

Any person employed at a district preschool and any volunteer who provides care and supervision to children at a preschool shall, unless exempted by law, be immunized against influenza, pertussis, and measles in accordance with Health and Safety Code 1596.7995 and AR 5148 - Child Care and Development. Documentation of required immunizations, or applicable exemptions, shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)

In addition, preschool teachers shall present evidence of a current tuberculosis clearance and meet other requirements as specified in Health and Safety Code 1597.055.

Family Literacy Services

CSBA NOTE: The following paragraph is optional and may be revised to reflect district practice. Education Code 49406 requires school volunteers, with certain authorized exceptions, to submit to a tuberculosis risk assessment as developed by the California Department of Public Health. If risk factors are identified, then the volunteer is required to submit to an intradermal (skin) tuberculin test or other tuberculin test recommended by the Centers for Disease Control and Prevention.

The district may require any volunteer who is to provide care and supervision to district preschool children to provide evidence that the volunteer is free of infectious tuberculosis.

Family Literacy Services

CSBA NOTE: The following section is optional. Contingent upon funding in the state Budget Act, Education Code 8220 and 8221, as renumbered by AB 131, provide for the SPI to distribute family literacy supplemental grant funds to qualifying CSPP contractors for the purposes described below.

When any district part-day preschool program receives funding for family literacy services pursuant to Education Code 8221, the Superintendent or designee shall coordinate the provision of: (Education Code 8220)

1. Opportunities for parents/guardians to work with their children on interactive literacy activities, including activities in which parents/guardians actively participate in facilitating their children's acquisition of prereading skills through guided activities such as shared reading, learning the alphabet, and basic vocabulary development
2. Parenting education for parents/guardians of children in participating classrooms to support their child's development of literacy skills, including, but not limited to, parent education in:
 - a. Providing support for the educational growth and success of their children
 - b. Improving parent-school communications and parental understanding of school structures and expectations
 - c. Becoming active partners with teachers in the education of their children
 - d. Improving parental knowledge of local resources for the identification of and services for developmental disabilities, including, but not limited to, contact information for the district special education referral
3. Referrals to providers of adult education and instruction in English as a second language as necessary to improve academic skills of parents/guardians
4. Staff development for teachers in participating classrooms that includes, but is not limited to:
 - a. Development of a pedagogical knowledge, including, but not limited to, improved instructional and behavioral strategies
 - b. Knowledge and application of developmentally appropriate assessments of the prereading skills of children in participating classrooms

- c. Information on working with families, including the use of on-site coaching, for guided practice in interactive literacy activities
- d. Providing targeted interventions for all young children to improve kindergarten readiness upon program completion

Eligibility and Enrollment Priorities Criteria for Part-Day CSPP Programs

CSBA NOTE: ~~Education Code 8208, as amended and renumbered by AB 131, revises the eligibility criteria and enrollment priorities for part-day CSPP programs and adds eligibility criteria and enrollment priorities for full-day CSPP programs.~~ The following section reflects eligibility criteria and enrollment priorities for the part-day CSPP programs pursuant to state law and regulations. See the section on "Eligibility and Enrollment Priorities for Full-Day CSPP Programs" below for full-day program requirements.

5 CCR ~~18105~~17743, as adopted in Register 2022, No. 26, mandates that a district operating a CSPP program develop written admissions policies and procedures that conform to the requirements of 22 CCR 101218.1, including, but not limited to, criteria designating those children whose needs can be met by the program and services and the ages of children who will be accepted.

A ~~three-year-old~~ or four-year-old child is eligible for a part-day CSPP program if the child's family is one of the following: (Education Code 8208)

- 1. A current aid recipient
- 2. Income eligible
- 3. Homeless
- 4. One whose children are recipients of child protective services, or whose children have been identified as being abused, neglected, or exploited, or at risk of being abused, neglected or exploited

CSBA NOTE: Education Code 8208, as amended by AB 210 (Ch. 62, Statutes of 2022), has expanded eligibility for participation in CSPP to include families with a child with exceptional needs, as defined in Education Code 8205.

- 5. One who has children with exceptional needs, as defined in Education Code 8205

CSBA NOTE: Education Code 8208, as amended by SB 1047 (Ch. 923, Statutes of 2022), further expands eligibility for participation in CSPP to families specified in Item #6 below.

- 6. One with a household member who is certified to receive benefits from Medi-Cal, CalFresh, the California Food Assistance Program, the California Special Supplemental Nutrition Program for Women, Infants, and Children, the federal Food Distribution Program on Indian Reservations, Head Start, Early Head Start, or any other designated means-tested government program, as determined by CDE

After all eligible three- and four-year-old children have been enrolled as provided above, a part-day CSPP program may provide services to children in families whose income is no more than 15 percent above the income eligibility threshold, as described in Education Code 8213. No more than 10 percent of all the children enrolled in the CSPP program shall be from families above the income eligibility threshold.

(Education Code 8208)

In addition, after all otherwise eligible children have been enrolled as provided in the paragraphs above, a part-day CSPP program may provide services to three- and four-year-old children in families whose income is above the income eligibility threshold if those children are children with ~~disabilities~~ exceptional needs. Such children with ~~disabilities enrolled in part-day CSPP program~~ exceptional needs shall not count towards the 10-percent limit on enrollment of families with income above the income eligibility threshold described above. (Education Code 8208)

CSBA NOTE: Education Code 8217, as amended by AB 185, further expands eligibility to part-day CSPP to three-year old children in the circumstances specified in the following paragraph.

A CSPP program operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced ~~price~~ lunch may enroll ~~three-~~ and four-year-old children after all otherwise eligible children have been enrolled as provided in the paragraphs above. (Education Code 8208 and 8217)

CSBA NOTE: Pursuant to Education Code 8208, as amended by AB 210, at certification or recertification, a child is deemed eligible for part-day CSPP for the remainder of the program year and the following program year so long as the child continues to meet the age-eligibility requirements.

The district shall certify eligibility and enroll families into ~~their~~ the part-day preschool program within 120 calendar days prior to the first day of the beginning of the new preschool year. Subsequent to a child's enrollment, ~~a~~ the child shall be deemed eligible for ~~a~~ the part-day CSPP program for the remainder of the program year- and for the following program year, provided applicable age-eligibility requirements are met, as specified in Education Code 8205 and 48000. (Education Code 8208)

The district shall give priority for part-day CSPP programs as follows: (Education Code 8210)
Enrollment Priorities for Part-Day CSPP Programs

CSBA NOTE: Education Code 8210, as amended by AB 210 and AB 185, revised and reordered the priority ranking for part-day CSPP, as provided in Items 1-6 below.

The district shall give priority for part-day CSPP programs as follows: (Education Code 8210)

1. The first priority for services shall be given to ~~three-year-old~~ or four-year-old children who are recipients of child protective services or who are at risk of being neglected, abused, or exploited and for whom there is a written referral from a legal, medical, or social service agency. If the district is unable to enroll a child in this first priority category, the district shall refer the child's parent/guardian to local resources and referral services so that services for the child can be located.

CSBA NOTE: Education Code 8208, as amended by AB 210, requires that, starting July 1, 2022, a percentage of part-day preschool enrollment be reserved for children with exceptional needs. For the period July 1, 2022 until June 30, 2023, a minimum 5 percent is required, starting July 1, 2023, to June 30, 2024, 7.5 percent must be reserved, and from July 1, 2024, at least 10 percent must be reserved for children with exceptional needs. Education Code 8210, as amended by AB 321 (Ch. 903, Statutes of 2022), clarifies that when enrollment of children with exceptional needs has reached the number reserved, second priority must be given to three- and four-year old children with exceptional needs from families who are below the income eligibility threshold.

2. When the number of three- or four-year old children with exceptional needs required to be enrolled pursuant to Education Code 8208 have been enrolled and there are additional children with exceptional needs who are interested in enrolling, the second priority for services shall be given to eligible all three- and four-year- old children who are not enrolled with exceptional needs from families with incomes below the income eligibility threshold, as described in a state-funded transitional kindergarten (TK) program. Education Code 8213. Within this priority category, eligible children with exceptional needs from families with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the Superintendent of Public Instruction (SPI) at the time of enrollment, shall be enrolled first.

If two or more families have the same income ranking according to the most recent schedule of income ceiling eligibility table, a child with disabilities shall be enrolled first. If there are no families with a child with disabilities, the child that has been on the waiting list for the longest time shall be admitted first.

3. The third priority shall be given to eligible ~~three~~four-year-old children: who are not enrolled in a state-funded transitional kindergarten (TK) program. This priority shall not include children eligible for enrollment as children with exceptional needs pursuant to Education Code 8208 (a)(1)(E), who are from families with incomes above the income eligibility threshold, as described in Education Code 8213. Within this priority category, eligible children with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the Superintendent ~~SPI~~ at the time of enrollment, shall be enrolled first.

CSBA NOTE: In keeping with the legislative intent of AB 321 to prioritize access to CSPP and childcare and development services for children who reside in homes in which the primary language is not English, Education Code 8210, as amended by AB 321, provides that within the third priority category, children from such families be enrolled first when there are two or more families with the same income ranking.

If two or more families have the same income ranking according to the most recent schedule of income ceiling eligibility table, a child from a family in which the primary home language is a language other than English shall be enrolled first. If there are no children from such a family, the child that has been on the waiting list for the longest time shall be admitted first.

4. The fourth priority shall be given to eligible three-year-old children. This priority shall not include children eligible for enrollment as children with exceptional needs pursuant to Education Code 8208 (a)(1)(E), who are from families with incomes above the income eligibility threshold, as described in Education Code 8213. Enrollment determinations within this priority category shall be made in the same way as for third priority in Item #3 above.

4.—The fifth priority, after all otherwise eligible children have been enrolled, shall be given to children from families whose income is no more than 15 percent above the eligibility income threshold, as described in Education Code 8213. Within this priority category, priority shall be given to three- and four-year-old children ~~before three-year-old children.~~

5. The fifth priority, after all otherwise eligible children have been with exceptional needs interested in enrolling beyond those already enrolled; shall be a child with disabilities whose family's income is above in the income eligibility threshold, as described in 10 percent of funded enrollment set aside pursuant to Education Code 8213. Within this priority category, priority shall be given 8208, then to four-year- old children before three-year-old children without exceptional needs.

6. After all otherwise eligible children have been enrolled in the first through fifth priority categories, as described in Items #1-5 above, the district may enroll other children in the following order:

6. a. A CSPP program site operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced -price lunch meals as described in Education Code 8217 may enroll any three- or four-year-old children whose families reside within the attendance boundary of the qualified elementary school. These children shall, to the extent possible, be enrolled by lowest to highest income according to the most recent schedule of income ceiling eligibility table.

- b. Children enrolling in a CSPP program that provides expanded learning and care to TK or kindergarten students, pursuant to Education Code 48000

CSBA NOTE: The following paragraph reflects Education Code 8210 as amended by AB 210.

Regardless of the priorities listed above, until the district attains the percent of funded enrollment set aside for children with exceptional needs pursuant to Education Code 8208, children with exceptional needs shall be enrolled without regard to the priorities listed above. Within this category, eligible children with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the SPI at the time of enrollment, shall be enrolled first. If two or more families have the same income ranking, the child that has been on the waiting list for the longest time shall be admitted first. (Education Code 8210)

Eligibility and Enrollment Priorities for Full-Day CSPP Programs

CSBA NOTE: Pursuant to the following section reflects the eligibility criteria for full-day CSPP, pursuant to Education Code 8208, as amended and renumbered by AB 131, districts may operate full-day CSPP programs. 210, and the priority ranking for enrollment, pursuant to Education Code 8211, as added amended by AB 131, sets eligibility criteria 210 and enrollment priorities for full-day CSPP programs AB 185.

A three-year-old or four-year-old child is eligible for a full-day CSPP program if the family meets both of the following requirements: (Education Code 8208)

1. The child's family is one of the following:
 - a. A current aid recipient, income eligible, or homeless, ~~or one~~
 - b. One whose children are recipients of child protective services, or whose children have been identified as being abused, neglected, or exploited, or at risk of being abused, neglected, or exploited.
 - c. One who has children with exceptional needs, as defined in Education Code 8205

CSBA NOTE: Education Code 8208, as amended by SB 1047, further expands eligibility for participation in CSPP to families specified in the following paragraph.

1. d. One with a household member who is certified to receive benefits from Medi-Cal, CalFresh, the California Food Assistance Program, the California Special Supplemental Nutrition Program for Women, Infants, and Children, the federal Food Distribution Program on Indian Reservations, Head Start, Early Head Start, or any other designated means-tested government program, as determined by CDE
2. The child's family needs the childcare services because of either the following:

- a. The child is identified by a legal, medical, or social services agency, the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter as being a recipient of protective services; as being or at risk of being neglected, abused, or exploited; or as being homeless
- b. The parents/guardians are participating in vocational training leading directly to a recognized trade, paraprofession, or profession; are engaged in an educational program for English language learners or to attain a high school diploma or general educational development certificate; are employed or seeking employment; are seeking permanent housing for family stability; or are incapacitated

After all families meeting the criteria specified in Items #1 and 2

CSBA NOTE: The following paragraph reflects Education Code 8208, as amended by AB 185.

After all eligible three- and four-year-old children have been enrolled as provided above, a full-day CSPP program may provide services to children in families whose income is no more than 15 percent above the income eligibility threshold, as described in Education Code 8213. No more than 10 percent of all the children enrolled in the CSPP program shall be from families above the income eligibility threshold. (Education Code 8208)

After all families meeting the criteria specified in the paragraphs above have been enrolled, a full-day CSPP program may provide services to three- and four-year-old children in families who do not meet at least one of the criteria in Item #2 above. (Education Code 8208)

After all otherwise eligible children have been enrolled as provided above, a CSPP program operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced price lunch meals as described in Education Code 8217 may enroll any four-year-old child. (Education Code 8208)

CSBA NOTE: Education Code 8211, as amended by AB 210 and AB 185, revised and reordered the priority ranking for full-day CSPP. The priority ranking is almost identical to the ranking for part-day CSPP, as provided in “Enrollment Priorities for Part-Day CSPP Programs” section above.

For full-day CSPP programs, the district shall use the same priority ranking specified in Items #1-#4 of “Enrollment Priorities for Part-Day CSPP Programs” above, and the following: (Education Code 8211)

1. After all otherwise eligible children based on Items 1-4 of “Enrollment Priorities for Part-Day CSPP Programs” have been enrolled, fifth priority shall be given to children from families whose income is no more than 15 percent above the eligibility income threshold, as described in Education Code 8213. Within this priority category, priority shall be given to three- and four-year-old children with an IFSP or IEP, then to four-year old children before three-year-old children without IFSP or IEP.
2. After all otherwise eligible children based on Items 1-4 of “Enrollment Priorities for Part-Day CSPP Programs” and Item #1 above have been enrolled, the district may enroll other children in the following order:
 - a. Three- and four-year old children from families who do not meet at least one of the need requirements in Item #2 above. Within this priority, families shall be enrolled in income ranking order, lowest to highest, and within income ranking order, four-year old children before three-year old children

b. When a CSPP program site operates within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced-price meals as described in Education Code 8217, three- or four-year-old children whose families reside within the attendance boundary of the school may be enrolled without establishing eligibility or a need for services. Such children shall, to the extent possible, be enrolled by lowest to highest income ranking order.

CSBA NOTE: The following paragraph reflects Education Code 8211 as amended by AB 210.

Regardless of the priorities listed above, until the district attains the percent of funded enrollment set aside for children with exceptional needs pursuant to Education Code 8208, children with exceptional needs shall be enrolled without regard to the priorities listed above. Within this category, eligible children with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the SPI at the time of enrollment, shall be enrolled first. If two or more families have the same income ranking, the child that has been on the waiting list for the longest time shall be admitted first. (Education Code 8211)

CSBA NOTE: Pursuant to Education Code 8208, as amended by AB 210, a determination of eligibility for participation in a full-day CSPP program now lasts for 24 months, as specified in the following paragraph.

Upon establishing initial eligibility or ongoing eligibility for a full-day CSPP program, a family shall be considered to meet all eligibility and need requirements for those services for not less than ~~12~~24 months. Such families shall receive those services for not less than ~~12~~24 months before having eligibility or need recertified, and shall not be required to report changes to income or other changes for at least ~~12~~24 months. If the eligibility period ends before the end of a program year, eligibility shall be extended until the end of the program year, provided age-eligibility requirements are met, as specified in Education Code 8205. However, a family that establishes initial eligibility or ongoing eligibility on the basis of income shall report increases in income that exceed the threshold for ongoing income eligibility, as described in Education Code 8213, and the family's ongoing eligibility for services shall at that time be recertified. In addition, a family may, at any time, voluntarily report income or other changes. This information shall be used, as applicable, to reduce the family's fees, increase the family's services, or extend the period of the family's eligibility before recertification. (Education Code 8208)

Waiting List

CSBA NOTE: The following paragraph~~section~~ may be revised to reflect district practice. Unless state funding is allocated Pursuant to support the "centralized eligibility list" established 5 CCR 17744, as adopted in each county pursuant Register 2022, No. 26, a district is required to Welfare maintain a current waiting list based on enrollment priorities for part-day and Institutions Code 10231, such lists will be maintained only if locally funded. In situations where there is no locally funded full-day preschool programs. The district may satisfy this requirement by participating in a "county child care centralized eligibility list" if one is available. When such centralized eligibility list is not available or the district elects not to participate in the local list, the district must establish its own waiting list in accordance with admission enrollment priorities pursuant to 5 CCR 18106.

The Superintendent or designee shall maintain a district waiting list in accordance with admission~~applicable~~ enrollment priorities. As vacancies occur, applicants~~applicant~~ families shall be contacted in order of their priority: on the waiting list. (5 CCR ~~18106~~) 17744)

Notice of Action

Combined Preschool/Transitional Kindergarten Classroom

CSBA NOTE: Pursuant to 5 CCR 18082-18083, the parent/guardian must submit an application for services which contains specified information and documentation. [CSBA NOTE: Education Code 8207 and 48000 allow districts to place 4-year-old children enrolled in a CSPP program into a TK program and to commingle children from both programs in the same classroom as long as all of the requirements of each program are met and the district adheres to the requirements listed in the following section. See BP 6170.1 - Transitional Kindergarten for eligibility requirements pertaining to the TK program pursuant to Education Code 48000.](#) The application form is available on CDE's web site. Upon receiving an application, a person designated by the district must certify the family's or child's eligibility.

CSBA NOTE: Pursuant to 5 CCR 18130, CSPP programs are subject to 5 CCR 18094 and 18118, which require the district to provide written notification to parents/guardians as to whether their application for subsidized services has been approved or denied. For this purpose, the district should use the Notice of Action form available on CDE's web site. If the services are denied, the parent/guardian may appeal the decision in accordance with 5 CCR 18120-18122; see section "Parent Hearing" below. (5 CCR 18094, 18095, 18118)

CSBA NOTE: 5 CCR 18095 and 18119 require the district to notify a parent/guardian of any change in services or fees as described below. For such notification, the district should use the Notice of Action form available on CDE's web site. Parents/guardians may appeal such actions pursuant to 5 CCR 18120-18122; see section "Parent Hearing" below.

Subsequently, the Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 18095, 18119) (5 CCR 18081, 18084, 18130, 18133)

CSBA NOTE: Education Code 8207, as amended and renumbered by AB 131, and 48000 allow districts to place 4-year-old children enrolled in a CSPP program into a TK program and to commingle children from both programs in the same classroom as long as all of the requirements of each program are met and the district adheres to the requirements listed in the following section. See BP 6170.1 - Transitional Kindergarten for eligibility requirements pertaining to the TK program pursuant to Education Code 48000.

When a child is eligible for both the preschool program and the district's TK program, the district may place the child in a classroom which is commingled with children from both programs as long as the commingled program meets all of the requirements of each program as well as the following requirements: (Education Code 8207, 48000)

1. An early childhood environment rating scale, as specified in 5 CCR 18281, shall be completed for the classroom.
2. All children enrolled for 10 or more hours per week shall be evaluated using the Desired Results Developmental Profile, as specified in 5 CCR 18272.
3. The classroom shall be taught by a teacher who holds a credential issued by the Commission on Teacher Credentialing in accordance with Education Code 44065 and 44256.
4. The classroom shall comply with the adult-child ratio specified in Education Code 8264.8.

5. Contractors of the district shall report the services, revenues, and expenditures for children in the preschool program in accordance with 5 CCR 18068.
6. The classroom shall not include children enrolled in TK for a second year or children enrolled in a regular kindergarten classroom.

Fees and Charges

Fees for participation in the district's full-day CSPP program shall be assessed and collected in accordance with the fee schedule established by the SPI in conjunction with the California Department of Social Services. (Education Code 8252; ~~5 CCR 18078~~)

CSBA NOTE: Pursuant to AB 131, the Legislature allocated additional funds to provide subsidized child care to families and to provide CSPP programs with COVID-19 pandemic-related assistance. Education Code 8252, as amended by AB 131, provides that 210, family fees may not be collected for families receiving subsidized child care services from CSPP programs administered by CDE for the ~~2021-2022~~ school year.

According to CDE Management Bulletin 21-12, Guidance on Family Fees for Fiscal Year (FY) 2021-22, families must promptly receive a refund for any fees collected for the month of July 2021 and any families disenrolled due to delinquent family fees for fiscal year 2021-22 must be promptly reenrolled if the family so desires. 2022-2023 school year.

However, for the ~~2021-2022~~-2023 school year, family fees shall not be collected as specified in Education Code 8252.

In addition, no fee shall be charged to an eligible family whose child is enrolled in a part-day preschool program or a family that is receiving CalWORKs cash aid. (Education Code 8253; 5 CCR ~~18110~~17735)

A family may be exempt from the fees for up to 12 months if ~~the~~for any child ~~qualifies for~~enrolled in full-day preschool on the basis of being the recipient of child protective services or as being, or at risk of being, abused or neglected. (Education Code 8253)

CSBA NOTE: Education Code 8254, as amended and renumbered by AB 131, authorizes a district offering a CSPP program to charge a fee for field trips and/or to require parents/guardians to provide diapers, but mandates that the district adopt policy to include parents/guardians in the decision-making about such fees, as provided below. Pursuant to Education Code 8254, the fees cannot exceed \$25 per child in the contract year. The following paragraph may be modified to delete diapers as appropriate for the age of the children served.

The Superintendent or designee shall establish a process that involves parents/guardians in determining whether to require parents/guardians to provide diapers and/or whether and how much to charge parents/guardians for field trip expenses, within the limit specified in law. A child shall not be denied participation in a field trip due to the parent/guardian's inability or refusal to pay the fee, and no adverse action shall be taken against a parent/guardian for that inability or refusal. (Education Code 8254)

Disenrollment Based on Reduced Funding

CSBA NOTE: Education Code 8214, as amended and renumbered by AB 131, specifies the order by which families will be disenrolled from subsidized preschool services when funding levels are reduced.

When necessary to disenroll families from subsidized preschool services, families shall be disenrolled in reverse order of the priority order for services as specified in Education Code 8210 and 8211 and as described above in the sections "Eligibility and Enrollment Priority" for Part-Day CSPP Programs and "Eligibility and Enrollment Priority" for Full-Day CSPP Programs." (Education Code 8214; 5 CCR 17744)

Expulsion/Unenrollment and Suspension Based on Behavior

CSBA NOTE: AB 2806 (Ch. 915, Statutes of 2022), repealed Education Code 8222 and added Education Code 8489-8489.1. Education Code 8489.1, as added, recasts provisions relating to expulsion or unenrollment of children from a CSPP program and establishes new requirements for the use of suspensions in such programs.

A district preschool program shall not expel or unenroll a child or persuade or encourage a child's parents/guardians to voluntarily unenroll from the program based on the child's behavior, unless the district first takes the following actions to address the child's behavior: (Education Code ~~8222~~8489.1)

1. ~~Inform~~In writing, inform the parents/guardians of the child's persistent and serious challenging behaviors and consult with the parents/guardians and teacher in an effort to maintain the child's safe participation in the program
2. If the child has an individualized family service plan (IFSP) or individualized education program (IEP), contact, with written parent/guardian consent, ~~contact~~ the agency or district employee responsible for such plan or program to seek consultation in regard to serving the child
3. If the child does not have an IFSP or IEP appropriate, consider if it is appropriate to ~~complete~~completing a universal comprehensive screening of the child, including, but not limited to, screening the child's social and emotional development, referring the parents/guardians to community resources, and implementing behavior supports within the program; ~~and considering an IEP for the child~~

If the district has taken the actions specified in ~~items~~Items #1-3 above and the child's ~~child's~~ continued enrollment would present a serious safety threat to the child or other enrolled children, the district shall refer the parents/guardians to other potentially appropriate placements, the local child care resource and referral agency, or any other referral service available in the local community. The district shall, to the greatest extent possible, support direct transition to a more appropriate placement. The district may then unenroll the child. The district shall have up to 180 days to complete the actions described above. (Education Code ~~8222~~8489.1)

CSBA NOTE: Pursuant to Education Code 8489.1, as added by AB 2806, a child enrolled in a CSPP program may only be suspended as a last resort in extraordinary circumstances where there is a serious safety threat that cannot be eliminated or reduced without removal of the child. To suspend a child, the district must comply with specified requirements, including, collaborating with the child's parents/guardians before determining that suspension is necessary and using appropriate community resources to determine that no other reasonable option is appropriate.

A child shall not be suspended from a CSPP program, nor shall a child's parent/guardian be encouraged or persuaded to prematurely pick up a child before the program day ends, except as a last resort in extraordinary circumstances, when a safety threat exists that cannot be eliminated or reduced without the removal of the child.

Before determining that a suspension is necessary, the district shall collaborate with the child's parents/guardians and, as needed, shall use appropriate community resources to determine that no other reasonable option is appropriate.

When suspension is deemed necessary, the district shall help the child return to full participation in the program as soon as possible while ensuring safety, by doing the following:

1. Continuing to engage with the child's parents/guardians and continuing to use appropriate community resources
2. Developing a written plan to document the action and supports needed
3. Providing referrals to appropriate community resources
4. If the child has an IFSP or IEP, contacting, with written parent/guardian consent, the agency responsible for the child's IFSP or IEP, to seek consultation on servicing the child

Upon enrollment, the parents/guardians of each child shall be notified, in writing, of the limitations on expulsion, suspension, or any form of disenrollment and how the parents/guardians may file an appeal to CDE in the event of expulsion or suspension. If the district suspends or expels a child from any CSPP program, the district shall, at least 24 hours before the effective date of the suspension or expulsion, issue the child's parents/guardians a written "Notice of Action, Recipient of Services," as described in 5 CCR 17783, informing the parents/guardians of the right to file an appeal of the action directly with CDE no later than 14 calendar days after receiving the notice.

CSBA NOTE: A joint statement by the U.S. Department of Education and U.S. Department of Health and Human Services, "Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings," clarifies that preschool children with ~~disabilities~~exceptional needs who are eligible for services under the Individuals with Disabilities Education Act (IDEA) (20 USC 1400-1482) are entitled to the same disciplinary protections that apply to all other IDEA-eligible students with disabilities, may not be subjected to impermissible disciplinary changes of placement for misconduct that is caused by or related to their disability, and must continue to receive educational services consistent with their right to a free appropriate public education. The statement indicates the need for the child's individualized education program (IEP) team to consider the use of positive behavioral interventions and supports when developing or modifying the IEP to reduce the need for discipline of a child with disabilities and avoid suspension or expulsion from a preschool program.

Children with ~~disabilities~~exceptional needs may only be suspended or expelled in conformance with the procedures and limitations of the Individuals with Disabilities Education Act.

Notice of Action

CSBA NOTE: Pursuant to 5 CCR 17757, as adopted in Register 2022, No. 26, a parent/guardian must submit an application for services which contains specified information and documentation. The application form is available on CDE's web site. Upon receiving an application, a person designated by the district must certify the family's or child's eligibility. CSBA NOTE: Pursuant to 5 CCR 18130, districts are subject to the requirements of 5 CCR 18120-18122 to provide due process to parents/guardians who disagree with certain district actions, such as when services are denied, there is a change in services or fees, or their child is disenrolled.

Upon receiving a parent/guardian's application for services, the Superintendent or designee shall review the application and documentation and shall certify the eligibility of the family or child.

CSBA NOTE: Pursuant to 5 CCR 17782, as adopted in Register 2022, No. 26, the district is required to provide written notification to parents/guardians as to whether their application for subsidized services has been approved or denied. For this purpose, the district should use the Notice of Action form available on CDE's web site. If the services are denied, the parent/guardian may appeal the decision in accordance with 5 CCR 17784-17785, as adopted in Register 2022, No. 26; see section "Parent Hearing" below.

The district's decision to approve or deny a child's enrollment shall be communicated to the family through a written Notice of Action mailed or delivered within 30 days from the date the application is signed by the parent/guardian. (5 CCR 17782)

CSBA NOTE: 5 CCR 17783, as adopted in Register 2022, No. 26, requires the district to notify a parent/guardian of any change in services or fees as described below. For such notification, the district should use the Notice of Action form available on CDE's web site. Parents/guardians may appeal such actions pursuant to 5 CCR 17784; see section "Parent Hearing" below.

Subsequently, the Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 17783)

1. A determination during recertification or update of the application that the need or eligibility requirements are no longer being met or the fee or amount of service needs to be modified
2. Failure of the parent/guardian to document the family's need or eligibility after the district requested such documentation in writing
3. An indication by the parent/guardian that the parent/guardian no longer wants the service
4. The death of a parent/guardian or child
5. The conclusion of a limited-term agreement, provided that the parent/guardian has been informed in writing of the date that the services would terminate

For each child enrolled in the district's preschool program, the Superintendent or designee shall maintain a family data file including, but not limited to, a completed and signed application for services, documentation of income eligibility, and a copy of all Notices of Action. For each child not receiving subsidized services, the family data file shall also include records of the specific reason(s) for enrolling each child, the child's family income, and evidence that the district has made a diligent search for children eligible for subsidized services. (5 CCR 17758)

Parent Hearing

CSBA NOTE: 5 CCR 17784-17786, as adopted in Register 2022, No. 26, require districts to provide due process to parents/guardians who disagree with certain district actions, such as when services are denied, there is a change in services or fees, or their child is disenrolled.

If a parent/guardian disagrees with any district action to deny the child's eligibility for subsidized preschool services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, the parent/guardian may file a request for a hearing with the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for

a hearing, the Superintendent or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR ~~18120~~[17784](#))

The hearing shall be conducted in accordance with the procedures specified in 5 CCR ~~18120~~[17784](#) by a district administrator who is at a staff level higher in authority than the staff person who made the contested decision. Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, the parent/guardian may, within 14 calendar days, appeal the decision to CDE. (5 CCR ~~18120-18122~~[17785-17786](#))

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
22 CCR 101151-101163	Licensing and application procedures
22 CCR 101151-101239.2	General requirements, licensed child care centers
22 CCR 101212-101231	Continuing requirements
22 CCR 101237-101239.2	Facilities and equipment
5 CCR 18000-18434	Child care and development programs
5 CCR 18130-18136 17700-17833	California State Preschool Program
5 CCR 18272-18281 17701-17711	General Program Requirements
5 CCR 17746-17748	Enrollment Priorities
5 CCR 18295	Waiver of qualifications for site supervisor
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4690-4694	Complaints regarding health and safety issues in license-exempt preschool programs
5 CCR 80105-80125	Commission on Teacher Credentialing; child care and development permits
Ed. Code 17375	California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program
Ed. Code 44065	Issuance of and functions requiring credentials
Ed. Code 44256	Authorization for teaching credentials
Ed. Code 48000	Transitional kindergarten
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 8200-8340	California State Preschool Program
Ed. Code 8203.5	Contracts to provide child care and development services

Ed. Code 8205	Definitions
Ed. Code 8207	California State Preschool Program administration
Ed. Code 8208	Eligibility of three- or four-year-old child for state preschool program
Ed. Code 8209	Physical examination and immunizations
Ed. Code 8210	Priority for part-day programs
Ed. Code 8211	Priority for full-day programs
Ed. Code 8212	Complaints related to preschool health and safety issues
Ed. Code 8213	Income eligibility
Ed. Code 8214	Order of disenrollment
Ed. Code 8217	Enrollment of four-year-old children in state preschool programs
Ed. Code 8220-8221	Family literacy services
Ed. Code 8241	Staffing ratios for center-based program
Ed. Code 8252-8254	Family fees
Ed. Code 8281.5	California Prekindergarten Planning and Implementation Grant Program
Ed. Code 8298	Program director qualifications
<u>Ed. Code 8489-8489.1</u>	<u>Expulsion and Suspension Procedures</u>
H&S Code 120325-120380	Immunization against communicable diseases
H&S Code 1596.70-1596.895	California Child Day Care Act
H&S Code 1596.90-1597.21	Day care centers
W&I Code 10207-10215	General provisions
W&I Code 10207-10490	Child Care and Development Services Act
W&I Code 10217-10224.5	Resource and referral programs
W&I Code 10225-10234	Alternative payment programs
W&I Code 10235-10238	Migrant child care and development programs
W&I Code 10240-10243	General child care and development programs
W&I Code 10250-10252	Family child care home education networks
W&I Code 10260-10263	Child care and development services for children with special needs
W&I Code 10480-10487	Local planning councils
Federal	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 6311-6322	Title I, relative to preschool

20 USC 6371-6376	Early Reading First
20 USC 6381-6381k	Even Start Family Literacy Program
20 USC 6391-6399	Education for migrant students of migratory children
42 USC 9831-9852c	Head Start programs
42 USC 9857-9858r	Child Care and Development Block Grant
45 CFR 1301.1-1305.2	Head Start
Management Resources	Description
California Department of Education Publication	Management Bulletin 21-11, Reopening, Reimbursement, Distance Learning Plans, and Distance Learning Requirements for California State Preschool Program Contractors, September 17, 2021 First Class: A Guide for Early Primary Education, 1999
California Department of Education Publication	Management Bulletin 21-12, Guidance on Family Fees for Fiscal Year (FY) 2021-22, September 17, 2021
California Department of Education Publication	Management Bulletin 21-13, Guidance on Implementation of the California State Preschool Program Quality Requirements During the COVID-19 Pandemic, September 29, 2021
California Department of Education Publication	Prekindergarten Learning Development Guidelines, 2000
California Department of Education Publication	Preschool English Learners: Principles and Practices to Promote Language, Literacy, and Learning, 2nd ed., 2009
California Department of Education Publication	California Preschool Learning Foundations
California Department of Education Publication	Dream Big for Our Youngest Children: Final Report of the California Early Learning Quality Improvement System Advisory Committee, 2010
California Department of Education Publication	First Class: A Guide for Early Primary Education, 1999 Prekindergarten Learning Development Guidelines, 2000
California Department of Education Publication	Preschool English Learners: Principles and Practices to Promote Language, Literacy, and Learning, 2nd ed., 2009
CSBA Publication	What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016
U.S. Department of Education Publication	Good Start, Grow Smart, April 2002
U.S. Department of Education Publication	Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings, 2016
Website	CSBA District and County Office of Education Legal Services
Website	National Institute for Early Education Research
Website	California Head Start Association
Website	California Preschool Instructional Network

Website	Child Development Policy Institute
Website	California Association for the Education of Young Children
Website	First 5 California
Website	California Department of Social Services
Website	California County Superintendents Educational Services Association
Website	Cities Counties and Schools Partnership
Website	CSBA
Website	U.S. Department of Education
Website	California Department of Education

Cross References

Code	Description
0415	Equity
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1240	Volunteer Assistance
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5141.23	Asthma Management
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Regulation 6164.4: Identification And Evaluation Of Individuals For Special Education

Status: ADOPTED

Original Adopted Date: 03/01/2007 | Last Revised Date: ~~09/12/01/2021~~2022 | Last Reviewed Date: ~~09/12/01/2021~~2022

CSBA NOTE: Pursuant to Education Code 56303, a student should be referred for special education instruction and services only after the resources of the regular education program such as Response to Instruction and Intervention (RtI2) strategies have been considered and, where appropriate, utilized. However, the U.S. Department of Education's Office of Special Education Programs (OSEP) Memorandum 11-07 emphasizes that districts have an obligation to ensure that evaluations of children suspected of having a disability are not delayed or denied because of the implementation of response to intervention strategies.

In the 1 "Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act," OSEP encourages districts to reexamine the efficacy of existing child find practices and initiate new activities in light of the educational disruptions caused by the COVID-19 pandemic, including through additional screenings; efforts to increase awareness about special education supports and the effects of the COVID-19 pandemic on students' academic performance and social-emotional, behavioral, and mental health needs; public awareness campaigns about developmental screenings in settings frequented by families such as health departments, physician's offices, public parks, amusement parks, shopping malls, and children's stores; social media campaigns on multiple online platforms; partnering with stakeholders such as parent-teacher organizations; and holding screening events in the community.

Additionally, OSEP emphasizes that students who are experiencing long-term COVID-19 effects must be referred for special education evaluation if their symptoms (such as fatigue, mood changes, or difficulty concentrating) are adversely impacting their ability to participate and learn in the general curriculum.

The obligation of a district to refer a student for special education evaluation is a fact-specific determination that must be made on a case-by-case basis.

The Superintendent or designee shall ensure that the district's child find process includes the collection of data and, at reasonable intervals, the screening of such data to determine if students are making adequate progress, as appropriate.

A student shall be referred for special education instruction and services only after the resources of the regular education program have been considered and used where appropriate. (Education Code 56303)

However, the district shall ensure that evaluations of children suspected of having a disability are not delayed or denied because of the implementation of response to intervention strategies.

CSBA NOTE: Pursuant to 34 CFR 300.301, a parent/guardian or district may request an initial evaluation to determine if a student is a student with a disability. OSEP Memorandum 11-07 emphasizes that if a parent/guardian requests an evaluation, and the district agrees with the parent/guardian that the student may be eligible for special education and related services, the district must evaluate the child. If the district does not suspect that the child has a disability and denies the

request for an initial evaluation, the district must provide written notice to the parent/guardian, pursuant to 34 CFR ~~300~~300.503, explaining the basis for such decision.

A parent/guardian or the district may initiate a request for an initial evaluation to determine if the student is a student with a disability. (34 CFR 300.301)

When a verbal referral is made, staff shall offer assistance to the individual to make the request in writing and shall assist the individual if the individual requests such assistance. (5 CCR 3021)

All referrals from school staff for an initial evaluation shall include a brief reason for the referral and description of the regular program resources that were considered and/or modified for use with the student and, when appropriate, the results of intervention. This documentation shall not delay the timelines for completing the assessment plan or assessment. (5 CCR 3021)

Initial Evaluation for Special Education Services

Before the initial provision of special education and related services to a student with a disability, the district shall conduct a ~~full and an~~ individual initial evaluation of the ~~student~~student's educational needs related to all areas of suspected disability. (Education Code 56320; 34 CFR 300.301)

Upon receipt of a referral of any student for special education and related services, a proposed evaluation plan shall be developed within 15 calendar days, not counting days between the student's regular school sessions or terms or calendar days of school vacation in excess of five school days, unless the parent/guardian agrees, in writing, to an extension. If the referral is made within 10 days or less prior to the end of the student's regular school year or term, the proposed evaluation plan shall be developed within 10 days after the beginning of the next regular school year or term. (Education Code 56043, 56321)

The proposed evaluation plan shall meet all of the following requirements: (Education Code 56321)

1. Be in a language easily understood by the general public

CSBA NOTE: 34 CFR 300.29 defines "native language" as the language normally used by the individual.

2. Be provided in the native language of the parent/guardian or other mode of communication used by the parent/guardian unless it is clearly not feasible
3. Explain the types of evaluation to be conducted
4. State that no individualized education program (IEP) will result from the evaluation without parent/guardian consent

A copy of the notice of a parent/guardian's rights and procedural safeguards shall be attached to the evaluation plan. (Education Code 56321)

The proposed written evaluation plan shall include a description of recent assessments conducted, including available independent assessments and assessment information requested by the parent/guardian to be considered, as well as information indicating the student's primary language and the student's primary language proficiency as determined by Education Code section 52164.1. (5 CCR 3022)

CSBA NOTE: 34 CFR 300.504 requires the district to provide parents/guardians with written notice prior to conducting the initial evaluation. For contents of the prior written notice, see AR 6159.1 -

Procedural Safeguards and Complaints for Special Education.

Education Code 56329 clarifies the factors to consider when making a determination of eligibility (~~reflected in~~ Item #2 below) and specifies circumstances in which a parent/guardian may be entitled to an independent educational evaluation (IEE) (~~reflected in~~ Items #4 and #5 below).

Before conducting an initial evaluation, the district shall provide the parent/guardian with prior written notice in accordance with 34 CFR 300.503. In addition, as part of the evaluation plan, the parent/guardian shall receive written notice that includes all of the following information: (Education Code 56329; 34 CFR 300.304, 300.502, 300.504)

1. Upon completion of the administration of tests and other evaluation materials, an IEP team meeting that includes the parent/guardian or the parent/guardian's representative shall be scheduled pursuant to Education Code 56341. At this meeting, the team shall determine whether or not the student is a student with disabilities, as defined in Education Code 56026, and shall discuss the evaluation, the educational recommendations, and the reasons for the recommendations.
2. When making a determination of eligibility for special education, the district shall not determine that the student is disabled if the primary factor for such determination is lack of appropriate instruction in reading, including the essential components of reading instruction as defined in 20 USC 6368, lack of appropriate instruction in mathematics, or limited English proficiency, if the student does not otherwise meet the eligibility criteria under 34 CFR 300.8.
3. A copy of the evaluation report and the documentation of determination of eligibility shall be given to the parent/guardian.
4. If the parent/guardian disagrees with an evaluation obtained by the district, the parent/guardian has the right to obtain, at public expense, an independent educational evaluation (IEE) of the student from qualified specialists, in accordance with 34 CFR 300.502. The parent/guardian is entitled to only one such evaluation at public expense each time the district conducts an assessment with which the parent/guardian disagrees.

If the district observed the student in conducting its evaluation, or if its evaluation procedures make it permissible to have in-class observation of the student, an equivalent opportunity shall apply to the IEE. This equivalent opportunity shall apply to the student's current placement and setting as well as observation of the district's proposed placement and setting, if any, regardless of whether the IEE is initiated before or after the filing of a due process hearing proceeding.

5. The district may initiate a due process hearing pursuant to Education Code 56500-56508 to show that its evaluation is appropriate. If the final decision resulting from the due process hearing is that the evaluation is appropriate, the parent/guardian maintains the right for an IEE, but not at public expense.

If the parent/guardian obtains an IEE at private expense, the results of the IEE shall be considered by the district with respect to the provision of a free appropriate public education (FAPE) to the student, and may be presented as evidence at a due process hearing regarding the student. If the district observed the student in conducting its evaluation, or if its evaluation procedures make it permissible to have in-class observation of a student, an equivalent opportunity shall apply to an IEE of the student in the student's current educational placement and setting and in any educational placement and setting proposed by the district, regardless of whether the IEE is initiated before or after the filing of a due process hearing.

6. If the parent/guardian proposes a publicly financed placement of the student in a nonpublic school, the district shall have an opportunity to observe the proposed placement and, if the student has already been unilaterally placed in the nonpublic school by the student's

parent/guardian, the student in that proposed placement. Any such observation shall only be of the student who is the subject of the observation and shall not include the observation or evaluation of any other student in the proposed placement unless that other student's parent/guardian consents to the observation or evaluation. The results of any observation or evaluation of another student in violation of Education Code 56329(d) shall be inadmissible in any due process or judicial proceeding regarding FAPE of that other student.

Parent/Guardian Consent for Evaluations

CSBA NOTE: Pursuant to Education Code 56321 and 34 CFR 300.300, the district must first obtain ~~informed~~ parent/guardian consent before conducting (1) an initial evaluation to determine if the student is a student with a disability or (2) a reevaluation to determine if the student continues to be a student with a disability. See AR 6159 - Individualized Education Program for language regarding parent/guardian consent for the provision of special education services, including the right to revoke such consent.

In *M.M. v. Lafayette School District*, the Ninth Circuit Court of Appeals concluded that the district had a procedural duty to provide the parents with their child's response to instruction (RTI) data when the district sought to obtain their ~~informed~~ consent for the initial evaluation. The district's failure to provide the parents with the RTI data as part of the initial evaluation resulted not only in a procedural violation but also a substantive violation of the Individuals with Disabilities Education Act ([IDEA](#)) since the failure prevented the parents from meaningfully participating in the IEP process.

Consent (Education Code 56321; 34 CFR 300.300)

~~Informed parental consent~~ means that the parent/guardian: (Education Code 56021.1; 34 CFR 300.9)

1. Has been fully informed, in the parent/guardian's native language or other mode of communication, of all information relevant to the activity for which consent is sought
2. Understands and agrees, in writing, to the carrying out of the activity for which parent/guardian consent is sought and the consent describes that activity and lists the records (if any) that will be released and to whom
3. Understands that the granting of consent is voluntary on the parent/guardian's part and may be revoked at any time
4. Understands that if the parent/guardian revokes consent, that revocation is not retroactive (i.e., it does not negate an action that has occurred after the consent was given and before the consent was revoked). The district is not required to amend the education records of a student to remove any reference to the student's receipt of special education and services if the student's parent/guardian submits a written revocation of consent after the initial provision of special education and related services to the student.

~~The district shall make reasonable efforts to obtain the informed~~ **Upon receiving the proposed evaluation plan, the parent/guardian shall have at least 15 days to decide whether to consent to the initial evaluation. The district shall not interpret parent/guardian consent for initial evaluation as consent for initial placement or initial provision of special education services. ([Education Code 56321; 34 CFR 300.300](#))**

The district shall make reasonable efforts to obtain the consent of the parent/guardian for an initial evaluation or reevaluation of a student. (Education Code 56321; 34 CFR 300.300, 300.322)

CSBA NOTE: It is recommended that the district maintain a record of its attempts to obtain consent, as provided in Items #1-3 below.

The district shall maintain a record of its attempts to obtain consent, which may include: such as: (Education Code 56341.5)

1. Detailed records of telephone calls made or attempted and the results of those calls
2. Copies of correspondence sent to the parent/guardian and any responses received
3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

CSBA NOTE: Education Code 56321 and 34 CFR 300.300 provide that if a parent/guardian refuses to consent to an evaluation, the district may, but is not required to, utilize the due process procedures to pursue the evaluation. However, if the district declines to pursue the evaluation, the district does not violate its child find obligations under state and federal law.

If a parent/guardian refuses to consent to the initial evaluation or fails to respond to a request to provide consent, the district may, but is not required to, pursue an evaluation by utilizing the procedural safeguards, including the mediation and due process procedures pursuant to 20 USC 1415 and 34 CFR 300.506-300.516. (Education Code 56321; 34 CFR 300.300)

For a student who is a ward of the state and not residing with the student's parent/guardian, the district shall make reasonable efforts to obtain the ~~informed~~ consent from the parent/guardian of the student for an initial evaluation to determine whether the student is a student with a disability. The district may conduct an initial evaluation without obtaining ~~informed~~ consent if any of the following situations exists: (Education Code 56321.1; 20 USC 1414; 34 CFR 300.300)

1. Despite reasonable efforts to do so, the district cannot discover the whereabouts of the parent/guardian of the student;
2. The rights of the parent/guardian of the student have been terminated in accordance with state law;
3. The rights of the parent/guardian to make educational decisions have been subrogated by a judge in accordance with state law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the student.

The district need not obtain parent/guardian consent before reviewing existing data as part of an evaluation or reevaluation, or before administering a test or other evaluation that is administered to all students, unless consent is required from the parents/guardians of all students. (Education Code 56321; 34 CFR 300.300)

Conduct of the Evaluation

Within 60 calendar days of receiving parental consent for the initial assessment of a student, not counting days between the student's regular school sessions, terms, or days of school vacation in excess of five schooldays, a determination whether the student is eligible for special education and the educational needs of the student shall be made, an IEP team meeting shall occur, and an IEP shall be developed, unless the parent/guardian agrees in writing to an extension, pursuant to Education Code 56344. If the 60-day time is interrupted by a student school vacation, the 60-day time shall recommence on the date that student schooldays reconvene and a meeting to develop an IEP for the student shall be conducted within 30 days of a determination that the student needs special education and related

services. (Education Code 56043, 56344)

However, when a referral has been made for a student 30 days or less prior to the end of the regular school year, an IEP required as a result of an assessment of the student shall be developed within 30 days after the commencement of the subsequent regular school year. (Education Code 56043, 56344; 34 CFR 300.301, 300.323)

The evaluation shall be conducted by qualified personnel who are competent to perform the assessment as determined by the district. (Education Code ~~56320~~, 56322)

In addition, evaluations and reevaluations shall be administered by qualified personnel who are competent in the oral or sign language skills and written skills of the student's primary language or mode of communication and have a knowledge and understanding of the cultural and ethnic background of the student. If it is clearly not feasible to do so, an interpreter shall be used, and the assessment report shall document this condition and note that the validity of the assessment may have been affected. The normal process of second-language acquisition, as well as manifestations of dialect and sociolinguistic variance shall not be diagnosed as a disabling condition. (5 CCR 3023)

The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services. (Education Code 56321; 20 USC 1414; 34 CFR 300.302)

In conducting the evaluation, the district shall use a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the student. The district shall also use any information provided by the parent/guardian that may assist the district in making the determination as to whether the student is a student with a disability and, if so, the necessary components of the student's IEP when the IEP is developed, including information related to enabling the student to be involved in and to progress in the general education curriculum. (34 CFR 300.304)

The district's evaluation shall not use any single measure or assessment as the sole criterion for determining whether a student is a student with a disability and for determining the appropriate educational program for the student. The assessment shall use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors in addition to physical or developmental factors. (~~Education Code 56320~~; 34 CFR 300.304)

The district shall also ensure that assessments and other evaluation materials provide relevant information that assists in determining the student's educational needs and are: (Education Code 56320; 34 CFR 300.304)

1. Selected and administered so as not to be discriminatory on a racial, cultural, or sexual basis
2. Provided and administered in the student's native language or other mode of communication and in the form most likely to yield accurate information on what the student knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer
3. Used for the purposes for which the assessments or measures are valid and reliable
4. Administered by trained and knowledgeable personnel except that individually administered tests of intellectual or emotional functioning shall be administered by a credentialed school psychologist

5. Administered in accordance with any instructions provided by the producer of the assessments
6. Tailored to assess specific areas of educational need and not merely designed to provide a single general intelligence quotient
7. If administered to a student with impaired sensory, manual, or speaking skills, selected and administered to best ensure that the results accurately reflect the student's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).

Students shall be assessed in all areas related to the suspected disability, including, if appropriate, health and development, vision (including low vision), hearing, motor abilities, language function, general intelligence, academic performance, communicative status, self-help, orientation and mobility skills, career and vocational abilities and interests, and social and emotional status. When appropriate, a developmental history shall be obtained. For students with residual vision, a low vision assessment shall be provided in accordance with guidelines established pursuant to Education Code 56136. The district shall ensure that the evaluation is sufficiently comprehensive to identify all of the student's special education and related service needs, whether or not commonly linked to the disability category in which the student has been classified. (Education Code 56320; 34 CFR 300.304)

As part of the initial evaluation and any reevaluation, the IEP team and other qualified professionals shall, if appropriate, review existing evaluation data on the student, including evaluations and information provided by the parents/guardians, current classroom-based local or state assessments and classroom-based observations, and observations by teachers and related services providers. On the basis of that review and input from the student's parent/guardian, the team shall identify what additional data, if any, are needed to determine: (Education Code 56381; 34 CFR 300.305)

1. Whether the student is a student with a disability, or in the case of a reevaluation, whether the student continues to have a disability, and the educational needs of the student
2. The present levels of academic achievement and related developmental needs of the student
3. Whether the student needs, or continues to need, special education and related services
4. Whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals set out in the student's IEP and to participate, as appropriate, in the general education curriculum

If a student has transferred from another district in the same school year or leaves this district, the district shall coordinate with the student's prior or subsequent district as necessary and as expeditiously as possible to ensure prompt completion of full evaluations. ([Education Code 56320](#); 34 CFR 300.304)

Evaluation Report

The personnel who evaluate the student shall prepare a written report of the results of each evaluation. The report shall include, but not be limited to, the following: (Education Code 56327)

1. Whether the student may need special education and related services
2. The basis for making the determination
3. The relevant behavior noted during the observation of the student in an appropriate setting

4. The relationship of that behavior to the student's academic and social functioning
5. The educationally relevant health, developmental, and medical findings, if any
6. For students with learning disabilities, whether there is such a discrepancy between achievement and ability that it cannot be corrected without special education and related services
7. A determination concerning the effects of environmental, cultural, or economic disadvantage, where appropriate
8. The need for specialized services, materials, and equipment for students with low incidence disabilities, consistent with Education Code 56136

Eligibility Determination

CSBA NOTE: The following section contains procedures for determining a student's eligibility for special education and related services. Education Code 56334-56338 and 34 CFR 300.307-300.311 provide additional procedures for conducting the evaluation and making the determination for eligibility of a student with specific learning disabilities.

Upon completion of the administration of assessments and other evaluation measures, a group of qualified professionals and the parent/guardian shall determine whether the student is a student with a disability as defined in 5 CCR 3030 and 34 CFR 300.8 and, if so, the student's educational needs. In interpreting the data, the group shall draw information from a variety of sources, including aptitude and achievement tests, parent/guardian input, and teacher recommendations, as well as information about the student's physical condition, social or cultural background, and adaptive behavior. The group shall ensure that the information obtained from these sources is documented and carefully considered. (34 CFR 300.306)

CSBA NOTE: Education Code 56329 requires districts to provide notice about specific factors in making the determination of eligibility as part of the district's evaluation plan. See section above entitled "Initial Evaluation for Special Education Services."

When making a determination of eligibility for special education and related services, the district shall not determine that a student is disabled if the primary factor for such determination is a lack of appropriate instruction in reading, including the essential components of reading instruction pursuant to 20 USC 6368, lack of instruction in mathematics, limited English proficiency, or that the student does not otherwise meet the eligibility criteria. (Education Code 56329; 34 CFR 300.306)

The normal process of second-language acquisition, as well as manifestations of dialect and sociolinguistic variance, shall not be diagnosed as a disabling condition. (5 CCR 3023)

Independent Educational Evaluation

CSBA NOTE: 34 CFR 300.502 requires the district to provide parents/guardians, upon request for an IEE, information about where an IEE may be obtained and the district's criteria for the evaluation, including the location of the evaluation, qualifications of the examiner, and timelines for obtaining the evaluation. These criteria must be the same as the criteria that the district uses for district-initiated evaluations. In addition, Education Code 56329 requires districts to provide notice about parent/guardian rights to an IEE as part of the proposed evaluation plan; see section above entitled "Initial Evaluation for Special Education Services." Districts may wish to modify the following section to include specific criteria developed by the district or special education local plan area, as appropriate.

An *independent educational evaluation* is defined as an evaluation conducted by a qualified examiner who is not employed by the district. (34 CFR 300.502)

Public expense means that the district either pays for the full cost of the IEE or ensures that the evaluation is otherwise provided at no cost to the parent/guardian. (34 CFR 300.502)

The parents/guardians of a student with a disability have the right to obtain an IEE at public expense under the same criteria, including the location of the evaluation and the qualifications of the examiner, that the district uses for a district-initiated evaluation. (34 CFR 300.502)

The parent/guardian is entitled to only one IEE at public expense each time the district conducts an evaluation with which the parent/guardian disagrees. (Education Code 56329; 34 CFR 300.502)

If a parent/guardian has requested an IEE, the district may ask for the reason that the parent/guardian objects to the district's evaluation. However, the parent/guardian is not required to provide an explanation and the district may not unreasonably delay either providing the IEE at public expense or filing a due process complaint to request a due process hearing to defend the public evaluation. (34 CFR 300.502)

Upon receiving the request for an IEE, the district shall, without unnecessary delay, either: (34 CFR 300.502)

1. File a due process complaint to request a hearing to show that its evaluation is appropriate
2. Ensure that an IEE is provided at public expense, unless the district demonstrates at a hearing that the evaluation obtained by the parent/guardian did not satisfy the district's criteria

If a due process hearing decision determines that the district's evaluation is appropriate, then the parent/guardian may obtain an IEE but not at public expense. (Education Code 56329; 34 CFR 300.502)

In any decision made with respect to providing FAPE to a student with a disability, the result of any IEE obtained by the student's parent/guardian shall be considered by the district if it meets district criteria. Any such result also may be presented as evidence at a hearing on a due process complaint. (Education Code 56329; 34 CFR 300.502)

Coordinating Transitions

CSBA NOTE: Government Code 95008, as amended by SB 188 (Ch. 49, Statutes of 2022), requires each district to designate a main point of contact for coordinating and completing, with other agencies and persons, the transition of a child and family from infant/toddler programs to preschool (Part C to Part B of IDEA), including establishing practices to educate and support families during the transition.

The district designates the individual listed below as the main point of contact for coordinating and completing, with other agencies and persons, the transition of a child and family from infant/toddler programs to preschool (Part C to Part B of the federal Individuals with Disabilities Education Act), including establishing practices to educate and support families during the transition: (Government Code 95008)

Director of Special Education
445 Montezuma Street
Rio Vista, CA 94571
(707) 374-1729
DirectorSpEd@rdusd.org

Reevaluation

A reevaluation shall be conducted when the district determines that the educational or related service needs of the student, including improved academic achievement and functional performance, warrant a reevaluation or if the student's parent/guardian or teacher requests reevaluation. Such reevaluations shall occur every three years, unless the parent/guardian and district agree in writing that a reevaluation is unnecessary. A reevaluation may not occur more than once a year, unless the parent/guardian and the district agree otherwise. (Education Code 56043, 56381; 34 CFR 300.303)

The district shall ensure that any reevaluations of the student are conducted in accordance with the evaluation procedures pursuant to 34 CFR 300.304-300.311. (34 CFR 300.303)

CSBA NOTE: The following paragraph is for use by districts that offer grades K-1.

Before entering kindergarten or first grade, as the case may be, children with disabilities who are in a preschool program shall be reevaluated to determine if they still need special education and services. IEP teams shall identify a means of monitoring the continued success of children who are determined to be eligible for less intensive special education programs. (Education Code 56445)

CSBA NOTE: The district's point of contact, identified pursuant to Government Code 95008, as amended by SB 188, for coordinating and completing the transition of a child and family from infant/toddler programs to preschool, may coordinate the reevaluation of children with disabilities who are in a preschool program and the progress of children who are determined to be eligible for less intensive special education programs, as described below.

The district's point of contact for coordinating and completing the transition of a child and family from infant/toddler programs to preschool, may coordinate the reevaluation and monitoring as described above for kindergarten or first grade.

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 3021-3029	Identification, referral and assessment
5 CCR 3030-3031	Eligibility criteria
Ed. Code 44265.5	Professional preparation for teachers of impaired students
Ed. Code 56000-56885	Special education programs
Ed. Code 56043	Special education; timelines
Ed. Code 56195.8	Adoption of policies

Ed. Code 56300-56305	Identification of individuals with disabilities
Ed. Code 56320-56330	Assessment
Ed. Code 56333-56338	Eligibility for specific learning disabilities
Ed. Code 56340-56347	Individualized education program teams
Ed. Code 56381	Reassessment of students
Ed. Code 56425-56432	Early education for individuals with disabilities
Ed. Code 56441.11	Eligibility criteria; children ages 3-5
Ed. Code 56445	Transition to grade school; reassessment
Ed. Code 56500-56509	Procedural safeguards
Gov. Code 95000-95029.5	California Early Intervention Services Act
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 1412	State eligibility
20 USC 1415	Procedural safeguards
34 CFR 104.35	Evaluation and placement
34 CFR 104.36	Procedural safeguards
34 CFR 300.1-300.818	Individuals with Disabilities Education Act
34 CFR 300.301-300.306	Evaluations and reevaluations
34 CFR 300.323	When IEPs must be in effect
34 CFR 300.502	Independent educational evaluation of student with disability
34 CFR 303.1-303.734	Early Intervention Program for Infants and Toddlers with Disabilities
Management Resources	Description
California Department of Education Publication	California Practitioners' Guide for Educating English Learners with Disabilities, 2019
Court Decision	N.B. and C.B v. Hellgate Elementary School District (9th Cir. 2008) 541 F.3d 1202
Court Decision	Compton Unified School District v. Addison, (9th Cir. 2010) 598 F.3d 1181
Court Decision	Timothy O. v. Paso Robles Unified School District (9th Cir. 2016) 822 F.3d 1105
Court Decision	M.M. v. Lafayette School District (9th Cir. 2014) 767 F.3d 842
Court Decision	Hood v. Encinitas Union School District, (2007) 486 F.3d 1099

Federal Register	Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845
U.S. Department Of Education Publication	Long COVID under Section 504 and the IDEA: A Resource to Support Children, Students, Educators, Schools, Service Providers, and Families, July 2021
U.S. Department Of Education Publication	Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021
U.S. Department of Education Publication	A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Special Education
Website	U.S. Department of Education, Office of Special Education Programs
Website	CSBA

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
1312.3	Uniform Complaint Procedures
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Bylaw 9220: Governing Board Elections

Status: ADOPTED

Original Adopted Date: 06/01/2006 | **Last Revised Date:** ~~07/12/01/2017~~2022 | **Last Reviewed Date:**
~~07/12/01/2017~~2022

Board Member Qualifications

CSBA NOTE: The following bylaw is optional. The filling of elective offices involves serious issues of constitutional and statutory concerns. Any district with questions related to local elections should consult CSBA District and County Office of Education Legal Services or district legal counsel.

Board Member Qualifications

CSBA NOTE: Education Code 35107 and Elections Code 20 detail eligibility for Governing Board membership as specified below. In 81 Ops.Cal.Atty.Gen. 98 (1998), the Attorney General opined that the residency requirement in Education Code 35107 is a continuing requirement for holding the office during the entire term of the Board member.

A person is who is not registered to vote is ineligible to hold public office if he/she is not registered to vote. Elections Code 2201 lists the causes for cancelling an individual's voter registration and making him/her that person ineligible to hold public office, including, but not limited to, legally established mental incompetency, proof that the person is presently imprisoned or on parole for conviction of a felony, or official notification that the voter is registered to vote in another country or state.

Any person is eligible to be a member of the Governing Board, without further qualifications, if he/she the person is 18 years of age or older, a citizen of California, a resident of the school district or, if applicable, the trustee area, a registered voter, and not legally disqualified from holding civil office. Any person who has been convicted of a felony involving the giving, accepting, or offering of a bribe, embezzlement or theft of public funds, extortion, perjury, or conspiracy to commit any such crime, under California law or the law of another state, the United States of America, or another country, is not eligible to be a candidate for office or elected as a Board member except when he/she the person has been granted a pardon in accordance with law. (Education Code 35107; Elections Code 20)

CSBA NOTE: Pursuant to Education Code 35107, a district employee elected to serve on the district Board must resign his/her from the employment before being sworn into office as a Board member.

Pursuant to Education Code 1006, employees of a school district are eligible to run for the county board of education seat as long as their school district employer is not within the jurisdiction of the county board.

A district employee elected to the Board shall resign his/her from district employment before being sworn in or shall have his/her the employment automatically terminated upon being sworn into office. (Education Code 35107)

CSBA NOTE: The following paragraph is optional. See CSBA's web site for information about school board service that may be shared with candidates.

The Board encourages all candidates to become knowledgeable about the role of board members. The Superintendent or designee shall provide all candidates with information that will enable them to understand the responsibilities and expectations of being a Board member, including information

regarding available workshops, seminars, and/or training. The Superintendent or designee shall provide all candidates with the county election official's contact information and general information about school programs, district operations, and Board responsibilities.

Recalling a Board Member

CSBA NOTE: The following section is optional. Government Code 1770 lists events that may create a vacancy in an elective office, including removal from office, while Elections Code 11000 provides for recall as the means for effecting such removal of a Board member. Pursuant to Elections Code 11006, recall proceedings may be initiated by the service, filing, and publication or posting of a notice of intention to circulate a recall petition by proponents who must be registered voters of the board member's electoral jurisdiction. Elections Code 11020, as amended by AB 2584 (Ch. 792, Statutes of 2022), specifies the number of proponents that must be listed on the notice, depending on the number of registered voters in the electoral jurisdiction involved.

A Board member may be recalled as permitted by Elections Code 11000. Proponents of a recall are required to serve, file, and publish or post a notice of intention to circulate the recall petition and to comply with other applicable law and formalities and county elections official directives. The petition, pursuant to Elections Code 11041, is required to be in the format provided by the Secretary of State and to include an estimate of the cost of conducting the special election, as determined by the county elections official, in consultation with the district.

CSBA NOTE: Pursuant to Elections Code 11242, as amended by AB 2584 (Ch. 792, Statutes of 2022), after the Board orders an election, the recall election must be held within the period specified in the following paragraph, unless an extension beyond the specified period is necessary in order to consolidate the recall election with a regularly scheduled election.

Within 14 days after the meeting at which the Board receives a certificate of sufficiency of signatures on a recall petition from the county elections official, the Board shall order an election to be held to determine whether the Board member named in the petition shall be recalled. The election shall be held not less than 88, nor more than 125, days after the date that the Board orders the election. However, the election may be conducted within 180 days after the issuance of the Board's order to consolidate the election with a regularly scheduled election.

Recall elections shall be conducted in accordance with Elections Code 11381-11386.

Consolidation of Elections

CSBA NOTE: The following optional section is for districts that currently hold their Board elections at a time that is not concurrent with municipal or statewide elections.

Education Code 5000 and Elections Code 1302 require the regular election of Board members to be held on the first Tuesday after the first Monday in November of each odd-numbered year. However, in accordance with Elections Code 1302 and 10404.5, districts are authorized to request consolidation of their Board elections with the local municipal or state primary or general election by adopting a Board resolution and submitting it to the County Board of Supervisors for approval. Within 30 days following approval by the County Board of Supervisors, the elections official will notify all registered voters in the district of the change of election date.

To reduce costs associated with conducting elections, the Board may consolidate Board elections with the local municipal or statewide primary or general election in accordance with Elections Code 1302.

CSBA NOTE: Pursuant to Elections Code 14051-14052, as added by SB 415 (Ch. 235, Statutes of 2015), districts are required to hold elections concurrent with statewide elections if holding nonconcurrent elections has previously resulted in a "significant decrease" in voter turnout. Pursuant to Elections Code 14051, a significant decrease has occurred when voter turnout for a regularly scheduled election held on a nonconcurrent date is at least 25 percent less than the average local turnout for the previous four statewide general elections. A district that holds Board elections other than on a statewide elections date may only delay the consolidation if, by January 1, 2018, it has adopted a plan to consolidate elections by November 8, 2022. It is recommended that districts with nonconcurrent elections review the voter turnout for their recent elections, consult with legal counsel, and, as necessary, prepare and approve a plan by January 1, 2018 to move their election to a statewide election date. For a further analysis of SB 415, see CSBA's "Legal Alert on the Impact of Senate Bill No. 415 on School Board Elections."

Districts consolidating their elections due to low voter turnout should follow the procedures specified in Elections Code 1302, including the adoption of a Board resolution.

In addition, if a regularly scheduled Board election held other than on a statewide election date results in a decrease in local voter turnout of 25 percent or more compared to the average local turnout for the previous four statewide general elections, the Board shall take action to consolidate Board elections with statewide elections. The district shall move its election to the next state statewide election date, unless the Board has adopted a plan by January 1, 2018 to consolidate Board elections not later than the November 8, 2022 statewide general election. (Elections Code 14051, 14052)

In order to consolidate elections based on either circumstance described above, the Board shall adopt a resolution and submit it to the County Board of Supervisors for approval not later than 240 days prior to the date of the currently scheduled district election. (Elections Code 10404.5)

Whenever a regularly scheduled Board election is changed due to consolidation of elections, the terms of office of incumbent Board members shall be extended to align with the next applicable election. (Elections Code 10404.5)

Elections Process and Procedures

CSBA NOTE: Any district that selects Option 2 or 3 should ensure that its decision is consistent with Elections Code 14025-14032 (the California Voting Rights Act (CVRA)), which prohibits the use of the "at-large" voting method for elections within jurisdictions with a history of "racially polarized voting" (i.e., difference between voters of a protected class and voters in the rest of the jurisdiction in the choice of candidates preferred). Any district seeking more information about the CVRA and its possible effects should consult legal counsel.

OPTION 1: (Election by trustee area)

The district is divided into trustee areas and each trustee area shall be represented by a Board member who resides in and is elected by voters residing within that trustee area. Trustee areas shall be balanced by population as required by state and federal law.

Prior to March 1 following the year in which the results of each decennial federal census are released, the Board shall adjust the boundaries of the district's trustee areas based on population figures as validated by the Population Research Unit of the Department of Finance. (Education Code 5019.5)

OPTION 1 ENDS HERE

CSBA NOTE: Converting from an "at-large" (Option 2) to a "by trustee area" (Option 1) voting method involves complex issues of law regarding matters such as the redrawing of maps, required approvals, and transition dates. Elections Code 10010, as amended by AB 350 (Ch. 737, Statutes of 2016), requires the Board to hold hearings before and after drawing maps of the proposed district boundaries to allow for public input. If Board members will be elected at different times for staggered terms of office, hearings held after publishing the draft map(s) are required to include an opportunity for public input regarding the proposed sequence of elections. ~~Any district that is considering switching to a "by trustee area" election method should consult legal counsel as necessary.~~

~~If~~When the district's election method is to be changed, the Board determines that a change is necessary, ~~it~~ shall hold public hearings in accordance with Elections Code 10100 before adopting a resolution at an

open meeting specifying the change(s), and shall, in accordance with Education Code 5019, obtain approval from the county committee on school district organization having jurisdiction over the district.

CSBA NOTE: The remainder of this section is for all districts. The Attorney General opined in 105 Ops.Cal.Atty.Gen. 182 (2022) that when the boundaries of a district's trustee areas are adjusted or the district changes from "at-large elections" to "by-trustee area elections," and a vacancy then arises in a seat held by a Board member whose term of office began prior to the change in boundaries or election method, the vacancy should be filled using the boundaries or election method by which the incumbent Board member was elected. Any district that has already adopted a "by-trustee" election method should revise the following paragraph accordingly.

The election method or trustee-area boundaries in effect at the beginning of a Board member's term shall be used when any vacancy that occurs during that term is to be filled, even if, during the term, the district has adopted "by-trustee area" election method or trustee area boundaries have been adjusted.

CSBA NOTE: Pursuant to Education Code 5091, as amended by SB 1061 (Ch. 831, Statutes of 2022), any petition for a special election must contain the county elections official's estimate of the cost of conducting the special election, expressed on a per-student basis.

Any petition for a special election ordered pursuant to Education Code 5091 shall contain the county election official's estimate of the cost of conducting the special election, expressed on a per-student basis. (Education Code 5091)

Campaign Conduct

CSBA NOTE: Education Code 35177 has long authorized boards, by resolution, to limit campaign expenditures and/or contributions for candidates in board elections. However, in June 2006, the U.S. Supreme Court held in *Randall v. Sorrell* that limits on campaign expenditures are unconstitutional and violate a candidate's right to free speech. The court did hold that limits on contributions to candidates could be constitutional if such limits are not overly restrictive, allow candidates to compete in the race, and do not operate to protect incumbents. However, because Education Code 35177 provides no mechanism for the district to enforce any contribution limits set by the Board, such limits would be completely voluntary, and other candidates and/or the Board would have no recourse in the event of noncompliance by a candidate. It is strongly recommended that, before adopting voluntary contribution limits under the authority granted in Education Code 35177, the Board consult CSBA District and County Office of Education Legal Services or district legal counsel, in order to ensure that the district's limits satisfy legal restrictions.

All candidates, including current Board members running as incumbents, shall abide by local, county, state, and federal requirements regarding campaign donations, funding, and expenditures.

CSBA NOTE: The following paragraph is optional. Government Code 85300 generally prohibits the expenditure of public funds for the purpose of seeking elective office. However, as amended by SB 1107 (Ch. 837, Statutes of 2016), Government Code 85300 permits a candidate to expend or accept public funds for the purpose of seeking elective office if the Board establishes a dedicated fund for that purpose, provided that both (1) the public funds are available to all qualified, voluntarily participating candidates for the same office without regard to incumbency or political party preference, and (2) the Board has established criteria for determining a candidate's qualifications. For school board elections, candidate qualifications are specified in state law (see section "Board Member Qualifications" above), and districts should not establish additional qualification requirements. ~~It is recommended that the district consult legal counsel when establishing a dedicated fund for those seeking election to the Board.~~

A Board member shall not expend, and a candidate shall not accept, any public money for the purpose of seeking elective office. However, the district may establish a dedicated fund for those seeking election to the Board, provided that the funds are available to all candidates who are qualified pursuant to Education Code 35107 without regard to incumbency or political preference. (Government Code 85300)

CSBA NOTE: Pursuant to Elections Code 20440, county election officials are required to present each candidate running for public office with a voluntary Code of Fair Campaign Practices for the candidate to sign. The pledge states the candidate's intent to conduct ~~his/her~~the campaign openly and fairly and provides that the candidate may not use or permit negative prejudice based on another candidate's race, religion, physical or mental disability, sex, gender, gender identity, gender expression, sexual orientation, or any other prohibited category of discrimination listed in Government Code 12940. Although neither the district nor opposing candidates have authority to enforce the pledge if it is violated, a candidate's signature is a matter of public record. The following optional paragraph expresses the Board's desire that candidates for Board membership sign and abide by the terms of the pledge.

In order to help protect the public's trust in the electoral process as well as the public's confidence in the Board and district, the Board encourages all candidates to sign and adhere to the principles in the Code of Fair Campaign Practices pursuant to Elections Code 20440.

Statement of Qualifications

On the 125th day prior to the day fixed for the general district election, the Board secretary or ~~his/her~~ designee shall deliver a notice, bearing the secretary's signature and district seal, to the county elections official describing both of the following: (Elections Code 10509)

1. The elective offices of the district to be filled at the general election and which offices, if any, are for the balance of an unexpired term
2. Whether the district or the candidate is to pay for the publication of a statement of qualifications pursuant to Elections Code 13307

CSBA NOTE: Pursuant to Elections Code 13307, the candidate statement is limited to 200 words (Option 1 below), unless the Board has authorized an increase to a 400-word maximum (Option 2 below).

OPTION 1: (200 Words Limit)

Candidates for the Board may submit a candidate statement to the elections official for inclusion in the voter's pamphlet. Candidate statements shall be limited to no more than 200 words. (Elections Code 13307)

OPTION 1 ENDS HERE

CSBA NOTE: Prior to the beginning of the nominating period, Elections Code 13307, as amended by AB 2010 (Ch. 128, Statutes of 2016), requires the Board to determine whether to have the district assume the costs of producing candidate statements or to charge candidates for the costs, regardless of whether the statements are for hard copy or electronic distribution. In 85 Ops.Cal.Atty.Gen. 49 (2002), the Attorney General opined that Elections Code 13307, which authorizes the district to pay for the distribution of candidate statements for nonpartisan elective offices, does not conflict with Education Code 7054, which prohibits the use of district resources for campaign purposes. According to the Attorney General, distributing campaign statements cannot be considered campaigning for any particular candidate in a partisan manner so as to conflict with the Education Code prohibition.

Option 1 below is for districts that assume the costs associated with producing candidate statements, and Option 2 is for districts that charge candidates for the costs. The following options may be revised to reflect the method of distribution (i.e., electronic and/or hard copy) used by the district.

OPTION 2: (Candidate Statement Paid by Candidate)

The district shall assume no part of the cost of printing, handling, translating, mailing, or electronically distributing candidate statements filed pursuant to Elections Code 13307. As a condition of having candidate statements included in the hard copy and/or electronic voter's pamphlet, the district may require candidates to pay their estimated pro rata share of these costs to the district in advance pursuant to Elections Code 13307.

OPTION 2 ENDS HERE

Tie Votes in Board Member Elections

CSBA NOTE: Education Code 5016 requires the Board to decide, before conducting any election, whether a potential tie will be resolved by lot or by a runoff election. Option 1 provides for the use of lots to determine the winner in case of a tie in every election, Option 2 provides for a runoff election in every election, and Option 3 is for use by districts that will make this determination prior to each election.

Education Code 5016 requires the County Superintendent of Schools to provide certification of a tie vote in an election to the district Board.

OPTION 1: (Tie Decided by Lot)

Whenever a tie makes it impossible to determine which of two or more candidates has been elected to the Board, the Board shall immediately notify the candidates who received the tie votes of the time and place where the candidates or their representatives should appear before the Board. The Board at that time shall determine the winner by lot. (Education Code 5016)

OPTION 1 ENDS HERE

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
CA Constitution Article 2, Section 2	Voters; qualifications
CA Constitution Article 7, Section 7	Conflicting offices
CA Constitution Article 7, Section 8	Disqualification from office
Ed. Code 1006	Prohibition against school district employees serving on county board of education

Ed. Code 35107	School district employees
Ed. Code 35177	Campaign expenditures or contributions
Ed. Code 35239	Compensation of governing board member of districts with less than 70 ADA
Ed. Code 5000-5033	Election of school district board members
Ed. Code 5091	Vacancies; petition for special election
Ed. Code 5220-5231	Elections
Ed. Code 5300-5304	General provisions (}; conduct of elections}
Ed. Code 5320-5329	Order and call of elections
Ed. Code 5340-5345	Consolidation of elections
Ed. Code 5360-5363	Election notice
Ed. Code 5380	Compensation (of ; election officer}
Ed. Code 5390	Qualifications of voters
Ed. Code 5420-5426	Cost of elections
Ed. Code 5440-5442	Miscellaneous provisions
Ed. Code 7054	Use of district property; campaign purposes
Elec. Code 10010	District boundaries
Elec. Code 10400-10418	Consolidation of elections
Elec. Code 10509	Notice of election by secretary
Elec. Code 10600-10604	School district elections
Elec. Code 11000	Recall of officers
Elec. Code 1302	Local elections; school district election
Elec. Code 13307	Candidate's statement
Elec. Code 13308	Candidate's statement contents
Elec. Code 13309	Candidate's statement; indigence
Elec. Code 14025-14032	California Voting Rights Act
Elec. Code 14050-14057	California Voter Participation Rights Act
Elec. Code 20	Public office eligibility
Elec. Code 20440	Code of Fair Campaign Practices
Elec. Code 2201	Grounds for cancellation
Elec. Code 4000-4008	Elections conducted wholly by mail
Gov. Code 1021	Conviction of crime
Gov. Code 1097	Illegal participation in public contract

Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 1770	Vacancy of office
Gov. Code 81000-91014	Political Reform Act of 1974
Pen. Code 424	Embezzlement and falsification of accounts by public officers
Pen. Code 661	Removal for neglect or violation of official duty
Pen. Code 68	Bribes
Pen. Code 74	Acceptance of gratuity
Federal	Description
52 USC 10301-10508	Voting Rights Act
Management Resources	Description
Attorney General Opinion	105 Ops.Cal.Atty.Gen. 182 (2022)
Attorney General Opinion	69 Ops.Cal.Atty.Gen. 290 (1986)
Attorney General Opinion	81 Ops.Cal.Atty.Gen. 98 (1998)
Attorney General Opinion	83 Ops.Cal.Atty.Gen. 181 (2000)
Attorney General Opinion	85 Ops.Cal.Atty.Gen. 49 (2002)
CSBA Publication	Legal Alert on the Impact of Senate Bill No. 415 on School Board Elections, January 2017
Court Decision	Dusch v. Davis (1967) 387 U.S. 112
Court Decision	Randall v. Sorrell (2006) 126 S.Ct. 2479
Court Decision	Rey v. Madera Unified School District (2012) 203 Cal. App. 4th 1223
Court Decision	Sanchez v. City of Modesto (2006) 145 Cal. App. 4th 660
Website	CSBA District and County Office of Education Legal Services
Website	Institute for Local Government
Website	Fair Political Practices Commission
Website	California Secretary of State's Office
Website	CSBA

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
9005	Governance Standards
9110	Terms Of Office
9223	Filling Vacancies
9224	Oath Or Affirmation

9230	Orientation
9240	Board Training
9270	Conflict Of Interest
9270-E (1)	Conflict Of Interest
9320	Meetings And Notices

Bylaw 9223: Filling Vacancies

Status: ADOPTED

Original Adopted Date: 09/01/1989 | **Last Revised Date:** 08/12/01/2014/2022 | **Last Reviewed Date:** 08/12/01/2014/2022

Events Causing a Vacancy

A vacancy on the Governing Board may occur for arise from any of the following events:

1. The death of an incumbent (Government Code 1770)
2. The adjudication pursuant to a quo warranto proceeding declaring that an incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of ~~his/her~~the office for the remainder of ~~his/her~~the term (Government Code 1770)
3. A Board member's resignation (Government Code 1770)

A vacancy resulting from resignation occurs when the written resignation is filed with the County Superintendent of Schools having jurisdiction over the district, except where a deferred effective date is specified in the resignation so filed, in which case the resignation shall become operative on that date. A Board member may not defer ~~the an~~ effective date of ~~his/her~~ resignation for more than 60 days after ~~he/she files~~the date the resignation is filed with the County Superintendent. Upon being filed with the County Superintendent, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable. (Education Code 5090, 5091)

4. A Board member's removal from office; ~~including~~ by recall (Elections Code ~~11384~~11000; Government Code 1770)
5. A Board member's ceasing to be a resident of the district (Government Code 1770)

CSBA NOTE: The following paragraph is for use by districts that have established trustee areas. In 105 Ops.Cal.Atty.Gen 182 (2022), the Attorney General has opined that when the boundaries of a district's trustee areas are adjusted or the district changes from "at-large elections" to "by-trustee area elections," and a vacancy then arises in a seat held by a Board member whose term of office began prior to the change in boundaries or election method, the vacancy should be filled using the boundaries or election method by which the incumbent Board member was elected. See BB 9220 - Governing Board Elections.

6. ~~A vacancy on the Board also occurs when a~~ A Board member ceases to inhabit the trustee area ~~which he/she represents~~represented on the Board. (58 Ops.Cal.Atty.Gen. 888 (1975))

However, a vacancy does not arise when the district adjusts the trustee area boundaries or changes from "at-large" to "by-trustee area" election method during a Board member's term.

7. A Board member's absence from the state for more than 60 days, except in the following situations: (Government Code 1064, 1770)
 - a. Upon district business with the approval of the Board
 - b. With the consent of the Board for an additional period not to exceed a total absence of 90 days

CSBA NOTE: AB 334 (Ch. 54, Statutes of 2011) amended Government Code 1064 to authorize the Governing Board to extend an out-of-state absence for an unlimited duration when the absence is due to illness or other urgent necessity.

- c. In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board.
- d. For federal military deployment, not to exceed an absence of a total of six months, as a member of the armed forces of the United States or the California National Guard

If the absence of the Board member for this purpose exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve in his/her during the absence. If two or more members of the Board are absent by reason of these circumstances, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities. The term of an interim member appointed in these circumstances shall not extend beyond the return of the absent Board member or beyond the next regularly scheduled election for that office, whichever occurs first.

8. A Board member's ceasing to discharge the duties of his/her the office for the period of three consecutive months, except when prevented by illness or when absent from the state with the permission required by law (Government Code 1770)

CSBA NOTE: Board members forfeit office and, in some cases, are disqualified from holding public office upon conviction of designated crimes as specified in the Constitution and various other state laws. Examples of crimes that result in forfeiture of office include, but are not limited to, convictions for felonies, offenses that involve a violation of official duties, bribery, selling appointments, intoxication in the discharge of official duties, misuse of public funds, conflict of interest violations, and a false claim of receipt of any military decoration or medal.

9. A Board member's conviction of a felony or any offense involving a violation of his/her official duties or conviction of a designated crime resulting in a forfeiture of office (Government Code 1770, 3000-3003)
10. A Board member's refusal or neglect to file his/her the required oath within the time prescribed (Government Code 1770)
11. The decision of a competent tribunal declaring void a Board member's election or appointment (Government Code 1770)
12. A Board member's commitment to a hospital or sanitarium as a drug addict, dipsomaniac, inebriate, or stimulant addict by a court of competent jurisdiction, in which case the office shall not be deemed vacant until the order of commitment has become final (Government Code 1770)

CSBA NOTE: Pursuant to Education Code 5090, a vacancy is declared when there has been a "failure to elect," meaning that the County Registrar of Voters has determined that an election will not be held because either no candidate or an insufficient number of candidates have filed to run for a Board seat(s). Education Code 5328 authorizes the Board to make an appointment in such circumstances.

13. A "failure to elect" in which no candidate or an insufficient number of candidates have filed to run for a Board seat(s) (Education Code 5090, 5326, 5328)

Timelines for Filling a Vacancy

When a vacancy occurs, the Board shall take the following action, as appropriate:

1. When a vacancy occurs within four months of the end of a Board member's term, the Board shall take no action. (Education Code 5093)

CSBA NOTE: Pursuant to Education Code 5091, when a vacancy occurs or when a deferred resignation has been filed four or more months before the end of a Board member's term, the Board shall take action, as specified below. In the event that the Board fails to make a provisional appointment or order an election within 60 days, the County Superintendent of Schools must call an election to fill the vacancy.

- ~~3.2.~~ When a vacancy occurs longer than four months before the end of a Board member's term, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, either order an election or make a provisional appointment, unless a special election is mandated as described in item #3 below. When a vacancy occurs from six months to 130 days before a regularly scheduled Board election at which the position is not scheduled to be filled, a special election to fill the position shall be consolidated with the regular election. The person so elected shall take office at the first regularly scheduled Board meeting following the certification of the election and shall serve only until the end of the term of the position which ~~he/she~~ the person was elected to fill. (Education Code 5093)

3. When a vacancy occurs outside of the statutory time windows identified in Items #1 and #2 above, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, either order an election or make a provisional appointment. (Education Code 5091, 5093)

Eligibility

CSBA NOTE: Persons applying or nominated for a Board position must meet the legal qualifications for Board members as detailed in Education Code 35107. Education Code 35107 also provides that a district employee appointed or elected to the Board must resign ~~his/her~~ from district employment before being sworn in or ~~have his/her~~ the employment will be automatically terminated upon being sworn into office. See BB 9220 - Governing Board Elections.

In order to be appointed or elected to fill a vacancy on the Board, a person must meet the eligibility requirements specified in Education Code 35107, as described in BB 9220 - Governing Board Elections.

Provisional Appointments

CSBA NOTE: The following optional paragraph should be modified to reflect district practice. The Board is authorized to make a provisional appointment to fill a vacancy pursuant to ~~item #2~~ item #3 in the section ~~above entitled "Timelines for Filling a Vacancy."~~ above. The law does not specify procedures for making provisional appointments for vacancies caused by reasons other than a failure to elect; however, such procedures must comply with the requirements of the Brown Act (Government Code 54950-54963). Secret ballots are prohibited by Government Code 54953.

~~The following optional paragraph should~~ In addition, only an individual who meets the eligibility requirements specified in Education Code 35107 may be modified appointed to reflect district practice. fill a vacancy.

See CSBA's publication ["Filling a Board Vacancy"](#) for additional information about provisional appointments, including sample questions for interviewing and evaluating candidates.

When authorized by law to make a provisional appointment to fill a vacancy on the Board, the Board shall advertise in the local media to solicit candidate applications or nominations. A committee consisting of less than a quorum of the Board shall ensure that applicants are eligible for Board membership and announce the names of the eligible candidates. The Board shall interview the candidates at a public meeting, accept oral or written public input, and select the provisional appointee by a majority vote.

Within 10 days after the appointment is made, the Board shall post notices of the actual vacancy, or the filing of a deferred resignation, and the provisional appointment. The notice shall be published in the local newspaper pursuant to Government Code 6061 and posted in at least three public places within the district. (Education Code 5092)

The notice shall contain: (Education Code 5092)

1. The date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation
2. The full name of the appointee
3. The date of appointment
4. A statement notifying the voters that unless a petition calling for a special election pursuant to Education Code 5091 is filed in the office of the County Superintendent within 30 days of the provisional appointment, it shall become an effective appointment

The person appointed shall hold office until the next regularly scheduled election for district Board members and shall be afforded all the powers and duties of a Board member upon appointment. (Education Code 5091)

CSBA NOTE: Pursuant to Education Code 5091, the County Superintendent of Schools is required to terminate a provisional appointment and order a special election if, within 30 days of the appointment, a petition requesting a special election to fill the vacancy is submitted by registered voters. Pursuant to Education Code 5091, as amended by SB 1061 (Ch. 831, Statutes of 2022), any such petition for a special election must contain the county elections official's estimate of the cost of conducting the special election, expressed on a per-student basis. Education Code 5091, as amended, also requires such special election to be conducted not less than 88, nor more than 125, days following the County Superintendent's order of the election, unless the election may be consolidated with a regularly scheduled election which is to take place within 180 days after the issuance of the County Superintendent's order. For the conduct of Board elections, See BB 9220 – Governing Board Elections.

If within 30 days of the Board's appointment, registered voters of the district or, where elections are by trustee areas, of the trustee area submit a petition for special election which the County Superintendent determines to be legally sufficient, the provisional appointment is terminated, and a special election shall be held in accordance with Education Code 5091 to fill the vacancy.

Appointment Due to Failure to Elect

CSBA NOTE: The following procedure applies when an appointment is being made because of a failure to elect pursuant to Education Code 5090, 5326, and 5328 (item [item #12](#) in section entitled "Events Causing a Vacancy" above).

When a vacancy occurs because no candidate or an insufficient number of candidates have been nominated (i.e., a failure to elect) and a district election will not be held, the Board shall appoint a qualified person to the office. This appointment shall be made at a meeting prior to the day fixed for the election and the appointee shall be seated at the organizational meeting as if elected at the district election. (Education Code 5328)

When an appointment is being made because of a failure to elect, the district shall publish a notice once in a newspaper of general circulation published in the district, or if no such newspaper exists, in a newspaper having general circulation within the district. This notice shall state that the Board intends to make an appointment and shall inform persons of the procedure available for applying for the appointment. (Education Code 5328.5)

The procedure for selecting and interviewing candidates shall be the same as the procedures for "Provisional Appointments," as specified above.

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 35107	School district employees
Ed. Code 35178	Resignation with deferred effective date
Ed. Code 5000-5033	Election of school district board members
Ed. Code 5090-5095	Vacancies on the board
Ed. Code 5200- 5208	Districts governed by boards of education
Ed. Code 5300-5304	General provisions (i conduct of elections)
Ed. Code 5320-5329	Order and call of elections
Ed. Code 5340-5345	Consolidation of elections
Ed. Code 5360-5363	Election notice
Ed. Code 5420-5426	Cost of elections
Ed. Code 5440-5442	Miscellaneous provisions
Elec. Code 10600-10604	School district elections
Elec. Code 11381 <u>11000</u> -11386	Candidates for recall
Gov. Code 1064	Absence from state
Gov. Code 1770	Vacancy on the board
Gov. Code 3000-3003	Forfeiture of office
Gov. Code 3060-3075	Removal other than by impeachment
Gov. Code 54950-54963	The Ralph M. Brown Act

Gov. Code 6061

Manner of notice as prescribed in designated section

Pen. Code 88

Bribery; forfeiture from office

Federal

Description

18 USC 704

Military medals or decorations

Management Resources

Description

[Attorney General Opinion](#)

[105 Ops.Cal.Atty.Gen 182 \(2022\)](#)

Attorney General Opinion

58 Ops.Cal.Atty.Gen. 888 (1975)

CSBA Publication

Filling a Board Vacancy, rev. ~~December 2010~~ [2022](#)

Website

CSBA District and County Office of Education Legal Services

Website

California State Attorney General's Office, Quo Warranto Applications

Website

CSBA

Cross References

Code

Description

1340

Access To District Records

1340

Access To District Records

9100

Organization

9110

Terms Of Office

9130

Board Committees

9220

Governing Board Elections

9222

Resignation

9224

Oath Or Affirmation

9230

Orientation

9323.2

Actions By The Board

9323.2-E (1)

Actions By The Board

9323.2-E (2)

Actions By The Board

Bylaw 9323: Meeting Conduct

Status: ADOPTED

Original Adopted Date: 11/01/2006 | Last Revised Date: ~~10/12/01/2019~~2022 | Last Reviewed Date: ~~10/12/01/2019~~2022

CSBA NOTE: Education Code 35010 mandates the Governing Board to "prescribe and enforce" rules for its own governance. These rules must not be inconsistent with law or with regulations prescribed by the State Board of Education. The following bylaw provides suggested rules and procedures for meeting conduct and reflects provisions of law as applicable.

Meeting Procedures

All Governing Board meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board bylaws and posted and distributed in accordance with the Ralph M. Brown Act (open meeting requirements) and other applicable laws.

CSBA NOTE: The law does not specify that a particular set of procedures must govern Board meetings. Although Robert's Rules of Order can serve as a useful guide, the Board may adopt any procedure that allows for the efficient and consistent conduct of meetings.

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

CSBA NOTE: The following optional paragraph limits the length of Board meetings and should be revised to reflect district practice.

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned ~~at~~by 10:30 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and, if necessary, may subsequently ~~may~~ be adjourned to a later date.

CSBA NOTE: In *Rubin v. City of Burbank*, an appellate court held that inclusion of "sectarian prayer" at city council meetings, which communicated a preference for a particular religious faith and advanced one faith over another, was unconstitutional by directing the prayer "in the name of Jesus." The court held that it would be constitutional to require the city to advise those people conducting the prayer of this limitation. This opinion is consistent with an unpublished 9th Circuit federal court opinion which stated that an invocation "in the name of Jesus" was unconstitutional in that it displayed allegiance to a particular faith.

Some general guidelines for invocations can be found in an Attorney General's opinion (76 Ops.Cal.Atty.Gen. 281 (1993)) which stated that a county board of supervisors could open its sessions with an invocation when the invocation is (1) not required by law as a condition to the official proceedings, (2) not part of the deliberative agenda, (3) not offered, supervised, or approved as to content by a public officer, (4) not officially limited to a particular religion, (5) not

disparaging of others, and (6) not directed towards proselytizing. However, because this is an unsettled area of law that is subject to frequent litigation, it is strongly recommended that districts consult [CSBA District and County Office of Education Legal Services or district](#) legal counsel if they wish to open meetings with an invocation. Note that a different legal analysis applies to student-led or student-initiated prayer; see BP 5127 - Graduation Ceremonies and Activities.

Quorum and Abstentions

The Board shall act by majority vote of all of the membership constituting the Board. (Education Code 35164)

CSBA NOTE: ~~According to an~~ [The Attorney General opinion \(opined in 61 Ops.Cal.Atty.Gen. 243 \(1978\)\)](#), ~~that~~ members of a public body have a duty to vote on issues before them so that the public is represented and receives the services which the public body was created to provide. Issues arise when a motion is tied and one Board member has abstained. The general parliamentary rule is that an abstention is counted as agreeing with the action taken by the majority of those who vote, whether affirmatively or negatively (66 Ops.Cal.Atty.Gen. 336 (1983)). However, a stronger argument could be made that the parliamentary rule is in conflict with Education Code 35164 which requires a majority vote of all of the membership of the Board in order for the Board to act (i.e., a majority of all of the membership of the Board must vote affirmatively in order to approve any action). In 55 Ops.Cal.Atty.Gen. 26 (1972), the Attorney General opined that, when a statutory requirement exists that requires an affirmative action of at least a majority of the members of the Board, the general rule that members not voting were deemed to have agreed with the action taken by the majority of those that voted is not applicable.

The following optional paragraph is consistent with CSBA's opinion that a majority of the Board must vote affirmatively for a motion to carry, but the law is not settled and contrary legal opinions may exist. It is strongly recommended that the district consult with [CSBA District and County Office of Education Legal Services or district](#) legal counsel and modify the following paragraph to ensure consistency with district practice.

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, the abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

CSBA NOTE: The following paragraph applies only to districts with seven member boards and should be deleted by districts with a three or five member board.

Provided the Board typically has seven members and there are no more than two vacancies on the Board, the vacant position(s) shall not be counted for purposes of determining how many members of the Board constitute a majority. In addition, whenever any provisions of the Education Code require unanimous action of all or a specific number of the members, the vacant position(s) shall not be counted for purposes of determining the total membership constituting the Board. (Education Code 35165)

Public Participation

CSBA NOTE: Pursuant to Government Code 54953.3, members of the public cannot be required to register their names, complete a questionnaire, or provide other information as a condition of attending a Board meeting-, [except that if the meeting is conducted using remote public](#)

participating or with a Board member attending remotely pursuant to Government Code 54953, a member of the public desiring to provide comment through the use of a third party internet website or online platform may be required to register as required by the third party provider. If an attendance list or similar document is posted near the entrance or circulated during the meeting, it must clearly state that signing or completing the document is voluntary.

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting, except that if the meeting is conducted using remote public participation or with a Board member attending remotely pursuant to Government Code 54953, a member of the public desiring to provide comment through the use of a third party internet website or online platform may be required to register as required by the third party provider.

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

CSBA NOTE: Education Code 35145.5 mandates the Board to adopt regulations which ensure that the public can address the Board regarding agenda items, as specified below.

District employees have the same right as members of the public to address the Board during a public Board meeting. In 90 Ops.Cal.Atty.Gen. 47 (2007), the Attorney General opined that, under the Ralph M. Brown Act, an administrative district employee cannot be prohibited from attending a Board meeting or from speaking during the public comment period, including comments on an employment-related issue.

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Education Code 35145.5; Government Code 54954.3)
2. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code 35145.5; Government Code 54954.2)
3. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, Board members or staff members may ask a question for clarification, make a brief announcement, or make a brief report on their own activities. (Government Code 54954.2)

Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the

public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard the item, the Board shall provide an opportunity for the public to speak. (Government Code 54954.3)

5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

CSBA NOTE: Government Code 54954.3 authorizes reasonable regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker. Such reasonable regulations must ensure that the intent of allowing the public an adequate opportunity to speak to the Board is carried out. The following paragraph should be revised to reflect district practice.

In general, individual speakers will be allowed three minutes to address the Board on each agenda or nonagenda item, and the Board will limit the total time for public input on each item to 20 minutes. However, in exceptional circumstances when necessary to ensure full opportunity for public input, the Board president may, with Board consent, adjust the amount of time allowed for public input and/or the time allotted for each speaker. Any such adjustment shall be done equitably so as to allow a diversity of viewpoints. The president may also ask members of the public with the same viewpoint to select a few individuals to address the Board on behalf of that viewpoint.

In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

6. The Board president may rule on the appropriateness of a topic, subject to the following conditions:
 - a. If a topic would be suitably addressed at a later time, the Board president may indicate the time and place when it should be presented.
 - b. The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3)

CSBA NOTE: The following optional item addresses the issue of specific charges or complaints against district employees in open Board meetings. Although the Board may inform the speaker of appropriate district complaint procedures, it cannot prohibit criticisms of the district and its employees, no matter how harsh. Board members and staff may briefly respond to the concerns raised by the complainant at the meeting.

In *Baca v. Moreno Valley Unified School District*, a federal district court issued a preliminary injunction against the district prohibiting it from enforcing its policy barring criticism of employees at public Board meetings. The court found that the district's policy violated the plaintiff's First Amendment rights by restricting the

content of her speech. The court further noted that the district could not legally prevent a person from speaking in open session, even if the speech was clearly defamatory. It is recommended that the Board consult [CSBA District and County Office of Education Legal Services or district](#) legal counsel if a question arises regarding public criticism of a district employee.

- c. The Board shall not prohibit public criticism of district employees. However, whenever a member of the public initiates specific complaints or charges against an individual employee, the Board president shall inform the complainant of the appropriate complaint procedure.

CSBA NOTE: As provided in item #7 below, Government Code 54957.9 authorizes the Board to remove persons who willfully disrupt or disturb a meeting. Examples of disruptive conduct might include conduct that is extremely loud, disturbing, or creates a health or safety risk. In *McMahon v. Albany Unified School District*, the court held that a speaker's constitutional rights were not violated when he was removed from a Board meeting after dumping a substantial amount of garbage on the floor of the meeting room. Because the speaker was not removed based on the content of his speech, the court upheld his conviction for a willful disruption of a public meeting. In *City of San Jose v. Garbett*, the court held that a legislative body may exclude from a meeting a person who has expressed a credible threat of violence that would place reasonable persons in fear for their safety or the safety of their immediate family and that serves no legitimate purpose.

However, the courts have found that a person's conduct must actually disrupt the meeting in order to warrant ejection. In *Norse v. City of Santa Cruz*, the court held that the city council improperly ejected a member of the public who gave the council a silent Nazi salute, on the grounds that the action did not interfere with the proceedings of the meeting.

7. ~~The Board president shall not permit any disturbance or willful interruption~~ actual disruption of Board meetings. ~~Persistent~~ Actual disruption by an individual or group or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the president to terminate the privilege of addressing the Board-

~~The Board may remove disruptive individuals and~~ and remove the individual from the meeting.

CSBA NOTE: Government Code 54957.95, as added by SB 1100 (Ch. 171, Statutes of 2022), authorizes the presiding member of the Board or designee to remove an individual for disrupting a Board meeting, and establishes a procedure for warning the individual prior to removal, as specified below. However, no warning is required before removing an individual if their behavior constitutes a use of force or a true threat of force.

Because of the potential impact on the public's access to open meetings, it is recommended that the Board consult CSBA District and County Office of Education Legal Services or district legal counsel if a question arises regarding the procedures for removing a disruptive individual, or if an individual's behavior warrants removal from a meeting.

The Board President or designee may remove an individual for actually disrupting the meeting. Prior to removal, the individual shall be warned that their behavior is disrupting the meeting and that failure to cease the disruptive behavior may result in removal. If, after

being warned, the individual does not promptly cease the disruptive behavior, the Board president, or designee, may then remove the individual from the meeting. (Government Code 54957.95)

When an individual's behavior constitutes the use of force or a true threat of force, the individual shall be removed from a Board meeting without a warning. (Government Code 54957.95)

Disrupting means engaging in behavior during a Board meeting that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, a failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 or any other law, or engaging in behavior that constitutes use of force or a true threat of force. (Government Code 54957.95)

7. True threat of force means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat. (Government Code 54957.95)

Additionally, the Board may order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

When such disruptive conduct occurs, the Superintendent or designee shall contact local law enforcement as necessary.

When disruptive conduct occurs, the Board may decide to recess the meeting to help restore order, or if removing the disruptive individual(s) or clearing the room is infeasible, move the meeting to another location. The Board may direct the Superintendent or designee to contact local law enforcement as necessary.

Recording by the Public

CSBA NOTE: Government Code 54953.5 provides that any person attending an open meeting may record it with an audio or video recorder or a still or motion picture camera unless the Board makes a reasonable finding that the recording cannot continue without noise, illumination, or obstruction of view which would persistently disrupt the meeting. Government Code 54953.6 requires a similar finding before the Board can prohibit or restrict a broadcast of its meetings.

The following paragraph extends the right to record an open meeting to include recordings made by other devices such as a cell phone.

Members of the public may record an open Board meeting using an audio or video recorder, still or motion picture camera, cell phone, or other device, provided that the noise, illumination, or obstruction of view does not persistently disrupt the meeting. The Superintendent or designee may designate locations from which members of the public may make such recordings without causing a distraction.

If the Board finds that noise, illumination, or obstruction of view related to these activities would

persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6)

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Policy Reference Disclaimer:

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State

CCP. 527.8

Description

Workplace violence safety

Ed. Code 32210

Willful disturbance of public school or meeting

Ed. Code 35010

Control of district; prescription and enforcement of rules

Ed. Code 35145.5

Agenda; public participation; and regulations

Ed. Code 35163

Official actions; minutes and journal

Ed. Code 35164

Actions by majority vote

Ed. Code 35165

Effect of vacancies upon majority and unanimous votes by seven member board

Ed. Code 5095

Powers of remaining board members and new appointees

Elec. Code 18340

Prevention or hinderance of electors assembling in public meeting

Gov. Code 54953.3

~~Prohibition against conditions for attending a board meeting~~
Meetings to be open and public; remote attendance

Gov. Code 54953.5

Audio or video recording of proceedings

Gov. Code 54953.6

Broadcasting of proceedings

Gov. Code 54954.2

Agenda posting requirements; board actions

Gov. Code 54954.3

Opportunity for public to address legislative body

Gov. Code 54957

Closed session personnel matters

Gov. Code 54957.9

Disorderly conduct of general public during meeting; clearing of room

Gov. Code 54957.95

Opening meetings; orderly conduct

Pen. Code 403

Disruption of assembly or meeting

Management Resources

Attorney General Opinion

Description

55 Ops.Cal.Atty.Gen. 26 (1972)

Attorney General Opinion

61 Ops.Cal.Atty.Gen. 243, 253 (1978)

Attorney General Opinion	63 Ops.Cal.Atty.Gen. 215 (1980)
Attorney General Opinion	66 Ops.Cal.Atty.Gen. 336 (1983)
Attorney General Opinion	76 Ops.Cal.Atty.Gen. 281 (1993)
Attorney General Opinion	90 Ops.Cal.Atty.Gen. 47 (2007)
Attorney General Opinion	59 Ops.Cal.Atty.Gen. 532 (1976)
Attorney General Publication	The Brown Act: Open Meetings for Legislative Bodies, rev. 2003
Court Decision	Baca v. Moreno Valley Unified School District, (1996) 936 F. Supp. 719
Court Decision	City of San Jose v. William Garbett, (2010) 190 Cal. App. 4th 526
Court Decision	McMahon v. Albany Unified School District, (2002) 104 Cal.App.4th 1275
Court Decision	Norse v. City of Santa Cruz, (9th Cir. 2010) 629 F3d 966
Court Decision	Rubin v. City of Burbank, (2002) 101 Cal.App.4th 1194
CSBA Publication	The Brown Act: School Boards and Open Meeting Laws, rev. 2019
CSBA Publication	Call to Order: A Blueprint for Great Board Meetings, 2018
Website	CSBA District and County Office of Education Legal Services
Website	California Attorney General's Office
Website	CSBA

Cross References

Code	Description
1000	Concepts And Roles
1100	Communication With The Public
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1313	Civility
3100	Budget
3100	Budget

3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies
3312	Contracts
9005	Governance Standards
9100	Organization
9121	President
9130	Board Committees
9200	Limits Of Board Member Authority
9230	Orientation
9270	Conflict Of Interest
9270-E(1)	Conflict Of Interest
9310	Board Policies
9320	Meetings And Notices
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9322	Agenda/Meeting Materials
9323.2	Actions By The Board
9323.2-E(1)	Actions By The Board
9323.2-E(2)	Actions By The Board
9324	Minutes And Recordings

Policy 4218.1: Dismissal/Suspension/Disciplinary Action (Merit System)

Status: DRAFT

Original Adopted Date: 10/08/2019 | Last Revised Date: Pending | Last Reviewed Date: 10/08/2019

The Board of Trustees expects all employees to perform their jobs satisfactorily and exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law, any applicable collective bargaining agreement, Board policy and administrative regulation, and the rules of the personnel commission. Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension without pay, reduction of pay step in class, compulsory leave, and dismissal. The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented. A probationary classified employee may be dismissed by the Superintendent or designee at any time prior to the expiration of the probationary period. Any classified employee designated as a permanent employee shall be subject to disciplinary action only for cause as specified in administrative regulation. (Education Code 45302)

Procedures for Disciplinary Proceedings If a permanent classified employee receives a notice from the Superintendent or designee of a recommended suspension, demotion, involuntary reassignment, or dismissal, the employee may request a hearing on the matter. If the employee fails to request a hearing within the time specified in the notice, the employee shall be deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately. If a timely request is submitted, the hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The parties shall be notified of the time and place of the hearing. The matter shall be heard by the Board in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957) The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel. The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained and any records that were contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board. At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record. An employee may appeal the Board's decision to the personnel commission in accordance with Education Code 45305-45307. The decision of the personnel commission shall be final. (Education Code 45306) However, if the matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. The ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45312)

Policy Reference Disclaimer:

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State	Description
CA Constitution Article 1, Section 1	Inalienable rights
Civ. Code 1286.2	Grounds for vacating decision of arbitrator
Ed. Code 11500-11506	Programs to encourage parent involvement
Ed. Code 35161	Board delegation of any powers or duties
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44031	Personnel file contents and inspection
Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 44940.5	Procedures when employees are placed on compulsory leave of absence
Ed. Code 44990-44994	Testimony of minor witnesses at dismissal or suspension hearings
Ed. Code 45101	Definitions; disciplinary action and cause
Ed. Code 45109	Fixing of duties
Ed. Code 45123	Employment after conviction of controlled substance offense
Ed. Code 45124	Dismissal of sexual psychopath
Ed. Code 45202	Transfer of accumulated sick leave and other benefits
Ed. Code 45240-45320	Merit system
Ed. Code 45302-45307	Suspension, dismissal, or other disciplinary action; classified employees
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 54957	Complaints against employees; right to open session
H&S Code 11054	Schedule I; substances included
H&S Code 11055	Schedule II; substances included
H&S Code 11056	Schedule III; substances included
H&S Code 11357-11361	Marijuana
H&S Code 11363	Peyote
H&S Code 11364	Opium
H&S Code 11370.1	Possession of controlled substances with a firearm

Pen. Code 11165.2-11165.6	Child abuse or neglect; definitions
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 187	Murder
Pen. Code 667.5	Prior prison terms; enhancement of prison terms
Pen. Code 830.32	School district and community college police
Veh. Code 1808.8	School bus drivers; dismissal for safety-related cause
Federal	Description
42 USC 12101-12213	Americans with Disabilities Act
U.S. Constitution	Amendment 1, Free exercise, free speech, and establishment clauses
Management Resources	Description
CA School Personnel Comm Association Publication	Merit Rules and Regulations: CSPCA Recommended Personnel Policies and Procedures Manual for California School Merit Systems, 2014
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	California School Employees Association v. Personnel Commission (1970) 3 Cal.3d 139
Court Decision	California School Employees Association v. Bonita Unified School District (2008) No. B200141
Court Decision	California School Employees v. Livingston Union School District (2007) 149 Cal. App. 4th 391
Court Decision	CSEA v. Foothill Community College District (1975) 52 Cal. App. 3rd 150
Court Decision	Skelly v. California Personnel Board (1975) 15 Cal.3d 194
Website	Office of the Attorney General
Website	Office of Administrative Hearings
Website	Department of General Services, About Teacher Dismissal Case Type
Website	CSBA District and County Office of Education Legal Services
Website	California School Personnel Commissioners Association

Cross References

Code	Description
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
3230	Federal Grant Funds
3230	Federal Grant Funds

4000	Concepts And Roles
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4112.5	Criminal Record Check
4112.5-E PDF(1)	Criminal Record Check
4112.6	Personnel Files
4119.1	Civil And Legal Rights
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.21	Professional Standards
4119.21-E PDF(1)	Professional Standards
4119.24	Maintaining Appropriate Adult-Student Interactions
4141	Collective Bargaining Agreement
4200	Classified Personnel
4200	Classified Personnel
4212.5	Criminal Record Check
4212.5-E PDF(1)	Criminal Record Check
4212.6	Personnel Files
4216	Probationary/Permanent Status
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.21	Professional Standards
4219.21-E PDF(1)	Professional Standards - Employment Responsibilities
4219.24	Maintaining Appropriate Adult-Student Interactions
4241	Collective Bargaining Agreement
4312.5	Criminal Record Check
4312.5-E PDF(1)	Criminal Record Check
4312.6	Personnel Files
4319.1	Civil And Legal Rights
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.21	Professional Standards

4319.21-E PDF(1)

[Professional Standards](#)

4319.24

[Maintaining Appropriate Adult-Student Interactions](#)

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: X

From: Tammy Busch, Asst. Supt. of Business

Item Number: 12

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

SUBJECT:

Request to Approve Resolution #840 for California Schools Healthy Air, Plumbing, and Efficiency Program (CalSHAPE) in the amount of \$556,924.70.

BACKGROUND:

The grant agreements between the California Energy Commission and the district is funded by the School Energy Efficiency Stimulus Program, established by Assembly Bill 841. The grant provides to assess, maintain, adjust, repair, or upgrade heating, ventilation, and air conditioning system. Inland Mechanical Services has processed the applications for the district to receive funding through the CalSHAPE Program. Camacho and Capital Engineering have performed the original assessment that was needed to apply, and information was also obtained from RGM Kramer to complete the process.

STATUS:

Asst. Supt. of Business will continue to work with Inland Mechanical Services and RGM Kramer on further work that will be required to use the funding and possibly apply for other funding. The amount spent from the bond for Camacho and Capital Engineering will be reimbursed from this grant for the assessment piece already completed.

PRESENTER:

Tammy Busch, Asst. Supt. of Business

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the Resolution #840 for California Schools Healthy Air, Plumbing, and Efficiency Program (CalSHAPE) in the amount of \$556,924.70.

Time allocated: minutes

**California Schools Healthy Air, Plumbing, and Efficiency Program
Governing Body Resolution**

RESOLUTION NO. _____

Resolution of

Name of Local Educational Agency (the LEA)

WHEREAS, the California Energy Commission's California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Program provides grants to local educational agencies (LEA), that includes school districts, charter schools, and regional occupational programs, to fund the assessment, maintenance, and repair of ventilation systems, installation of carbon dioxide monitors, and replacement of noncompliant plumbing fixtures and appliances;

NOW THEREFORE, BE IT RESOLVED, that _____
Governing Body (the Governing Body)

authorizes the LEA to apply for a grant from the California Energy Commission to implement a CalSHAPE Program project.

BE IT ALSO RESOLVED, that in compliance with the California Environmental Quality Act (CEQA), the Governing Body finds that the activity funded by the grant is (Please select one)

not a project because _____

OR

a project that is exempt under _____ because

OR

a project and _____
_____ document was prepared.

BE IT ALSO RESOLVED, that if recommended for funding by the California Energy Commission, the Governing Body authorizes the LEA to accept a grant up to \$_____ and accept all grant agreement terms and conditions.
Grant Amount Requested

BE IT FURTHER RESOLVED, that _____,
Name of Designated LEA Official or Staff

_____, and _____,
Name of Designated LEA Official or Staff Name of Designated LEA Official or Staff

are hereby authorized and empowered to execute in the name of the LEA all necessary documents to implement and carry out the purpose of this resolution, and to undertake all actions necessary to undertake and complete the energy efficiency projects.

Passed, Approved and Adopted this _____ day of _____, _____.
Month Year

Governing Body Representatives (Print Names):

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



RECIPIENT River Delta Joint Unified	AGREEMENT NUMBER 22R3VA1289
ADDRESS River Delta Unified 160 Courtland High School Ln. Courtland, CA 95615	AGREEMENT TERM Ends 24 months after Effective Date The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION

The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

- Exhibit A – Scope of Work**
- Exhibit B – Budget**
- Exhibit C – Agreement Contacts**
- Exhibit D – Terms and Conditions**

REIMBURSABLE AMOUNT \$264,571.20
Total of REIMBURSABLE AMOUNT \$264,571.20

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
NAME Adrienne Winuk		NAME	
TITLE Contracts, Grants, and Loans Office Manager		TITLE	
CALIFORNIA ENERGY COMMISSION ADDRESS 1516 9th Street, MS 18, Sacramento, CA 95814			

EXHIBIT A Scope of Work

River Delta Joint Unified 3467413000000

Total Number of Sites 4

Site Name

River Delta High/Elementary (Alternative)
Rio Vista High
Riverview Middle
D. H. White Elementary

CDS Code

34674133430469
34674134835302
34674136033690
34674136033716

River Delta High/Elementary (Alternative)

Category

Assessment & Maintenance
Filter
Monitor

Unit Count

30
60
30

Rio Vista High

Category

Assessment & Maintenance
Filter
Monitor

Unit Count

40
80
40

Riverview Middle

Category

Assessment & Maintenance
Filter
Monitor

Unit Count

26
52
26

D. H. White Elementary

Category

Assessment & Maintenance
Filter
Monitor

Unit Count

30
60
30

EXHIBIT B Budget

**River Delta Joint Unified
3467413000000**

**Total Requested Amount
\$264,571.20**

Site Name

Requested Amount

River Delta High/Elementary (Alternative)	\$63,000.00
Rio Vista High	\$83,995.20
Riverview Middle	\$54,590.40
D. H. White Elementary	\$62,985.60

River Delta High/Elementary (Alternative)

Category

Requested Amount

Assessment & Maintenance	\$30,000.00
Filter	\$4,500.00
Monitor	\$18,000.00
Contingency	\$10,500.00

Rio Vista High

Category

Requested Amount

Assessment & Maintenance	\$40,000.00
Filter	\$5,996.00
Monitor	\$24,000.00
Contingency	\$13,999.20

Riverview Middle

Category

Requested Amount

Assessment & Maintenance	\$26,000.00
Filter	\$3,892.00
Monitor	\$15,600.00
Contingency	\$9,098.40

D. H. White Elementary

Category

Requested Amount

Assessment & Maintenance	\$30,000.00
Filter	\$4,488.00
Monitor	\$18,000.00
Contingency	\$10,497.60

Total Grant Award

\$264,571.20

Initial Payment

\$132,285.60

Final Payment

\$132,285.60

EXHIBIT C Contacts

CalSHAPE Program Staff

California Energy Commission
715 P Street
Sacramento, CA 95814
E-mail: CalSHAPE@energy.ca.gov

Confidential Deliverables/Products

Adrienne Winuk, Manager
California Energy Commission
Contracts, Grants and Loans Office
715 P Street, MS - 18
Sacramento, CA 95814
E-mail: Adrienne.Winuk@energy.ca.gov

Invoices, Progress Reports and Non-Confidential Deliverables to

Mary Hung
California Energy Commission
Accounting Office
714 P Street MS - 2
Sacramento, CA 95813
E-mail: Mary.Hung@energy.ca.gov

EXHIBIT C Contacts

LEA Contact (Primary)

Name
Address
City, State, Zip
E-mail

LEA Contact (Alternate)

Name
Address
City, State, Zip
E-mail

LEA Contact (Alternate)

Name
Address
City, State, Zip
E-mail

EXHIBIT D

**CALIFORNIA SCHOOLS HEALTHY AIR, PLUMBING, AND EFFICIENCY
(CALSHAPE) STANDARD GRANT TERMS AND CONDITIONS**

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1. **Introduction**

This grant agreement (Agreement) between the California Energy Commission (Energy Commission, or Commission) and the Recipient is funded by the School Energy Efficiency Stimulus Program, established by Assembly Bill 841 (Ting, Chapter 372, Statutes of 2020), which in part provides grants to assess, maintain, adjust, repair, or upgrade heating, ventilation, and air conditioning systems. This grant program is referred to as the California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Ventilation Program.

This Agreement includes: (1) the Agreement signature page (**form CEC-146**); (2) the scope of work (**Exhibit A**); (3) the budget (**Exhibit B**); (4) a contacts list (**Exhibit C**); (5) these terms and conditions, which are standard requirements for CalSHAPE ventilation program grant awards (**Exhibit D**); (6) any special terms and conditions that the Energy Commission may impose to address the unique circumstances of the funded project, which take precedence in the event of a conflict with any provision of these terms and conditions (**Exhibit E**); (7) all attachments; and (8) all documents incorporated by reference.

All work and expenditure of Commission-reimbursed funds must occur prior to the Agreement term end date specified on the CEC-146 form.

2. **Documents Incorporated by Reference**

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsections (f) and (g) below. Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

Funding Documents

- a. The notice of funding availability for the project supported by this Agreement
- b. The Recipient's application submitted in response to the notice of funding availability

Program Guidelines

- c. CalSHAPE Ventilation Program Commission Guidelines, available at <https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>

Federal Cost Principles (*applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations*)

- d. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

Federal Acquisition Regulations (*applicable to commercial organizations*)

- e. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

Nondiscrimination

- f. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

General Laws

- g. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

3. **Standard of Performance**

In performing work under the Agreement, the Recipient, its subcontractors, and their employees are responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures for the type of work performed.

4. **Due Diligence**

- a. The Recipient must take timely actions that, taken collectively, move this project to completion.
- b. Energy Commission staff will periodically evaluate the project schedule for completion of Scope of Work tasks. This evaluation may include but not be limited to random checks of project progress at periodic intervals set by the Energy Commission. Recipients subject to a project check must complete a progress report using a template prepared by the Energy Commission to provide information on the project status and expected completion date.
- c. If Energy Commission staff determines that: (1) the Recipient is not diligently completing the tasks in the Scope of Work; or (2) the time remaining in this Agreement is insufficient to complete all project tasks by the Agreement end date, Energy Commission staff may recommend that this Agreement be terminated, and the Commission may terminate this Agreement without prejudice to any of its other remedies.

5. **Products**

- a. **“Products”** are any tangible item specified for delivery to the Energy Commission in the Scope of Work, such as reports and summaries. The Recipient will submit all products identified in the Scope of Work to Energy Commission staff, in the manner and form specified in the Scope of Work.

If Energy Commission staff determines that a product is substandard given its description and intended use as described in this Agreement, Energy Commission staff, without prejudice to any of the Commission’s other remedies, may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.

- b. **Failure to Submit Products**

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

- c. **Legal Statements on Products**

All documents that result from work funded by this Agreement and are released to the public must include the following statement to ensure no Commission endorsement of documents:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. Neither the Commission, the State of California, nor the Commission's employees, contractors, or subcontractors makes any warranty, express or implied, or assumes any legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights. This document has not been approved or disapproved by the Commission, nor has the Commission passed upon the accuracy of the information in this document.

6. Amendments

a. Procedure for Requesting Extensions

The Recipient must submit a written request to the CalSHAPE Program for a one-time only extension to the Agreement, not to exceed six-months nor the final program reporting deadline date of June 1, 2026. The request must include:

- A brief summary of the proposed extension; and
- A brief summary of the reason(s) for the extension

b. Approval of Changes

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 16 of these terms. No oral understanding or agreement is binding on any of the parties.

7. Contracting and Procurement Procedures

This section provides general requirements for agreements entered into between the Recipient and subcontractors for the performance of this Agreement.

a. Contractor's Obligations to Subcontractors

1) The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into for the performance of this Agreement.

2) Nothing contained in this Agreement or otherwise creates any contractual relation between the Commission and any subcontractors, and no subcontract may relieve the Recipient of its responsibilities under this Agreement. The Recipient agrees to be as fully responsible to the Commission for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient.

The Recipient's obligation to pay its subcontractors is an independent obligation from the Commission's obligation to make payments to the Recipient. As a result, the Commission has no obligation to pay or enforce the payment of any funds to any subcontractor.

3) The Recipient is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Agreement.

b. Flow-Down Provisions

Subcontracts funded in whole or in part by this Agreement must include language conforming to the provisions below, unless the subcontracts are entered into by the University of California (UC) or the U.S. Department of Energy (DOE) national laboratories. UC may use the terms and conditions negotiated by the Energy Commission with UC for its subcontracts. DOE national laboratories may use the terms and conditions negotiated with DOE (please contact the Commission Grants Officer for these terms).

- Standard of Performance (Section 3)
- Legal Statements on Products (included in Section 5, "Products")
- Prevailing Wage (Section 10)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Indemnification (Section 17)
- Intellectual Property (Section 20)
- Access to Sites and Records (included in Section 22, "General Provisions")
- Nondiscrimination (included in Section 23, "Certifications and Compliance")
- Survival of the following sections:
 - Equipment (Section 14)
 - Recordkeeping, Cost Accounting, and Auditing (Section 11)
 - Intellectual Property (Section 20)
 - Access to Sites and Records (included in Section 22, "General Provisions")

Subcontracts funded in whole or in part by this Agreement must also include the following:

- A clear and accurate description of the material, products, or services to be procured.
- A detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors breach contract terms, in addition to sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of the Commission.

c. Audits

All subcontracts entered into for the performance of this Agreement are subject to examination and audit by the Energy Commission, Bureau of State Audits, or the California Public Utilities Commission for a period of three (3) years after payment of the Recipient's final invoice under this Agreement.

d. Copies of Subcontracts

The Recipient must provide a copy of its subcontracts upon request by the Energy Commission.

e. Conflicting Subcontract Terms

Prior to the execution of this Agreement, the Recipient will notify the CalSHAPE Program of any known or reasonably foreseeable conflicts between this Agreement and its agreements with any subcontractors (e.g., conflicting intellectual property or payment terms). If the Recipient discovers any such conflicts after the execution of this Agreement, it will notify the CalSHAPE Program of the conflict within fifteen (15) days of discovery. The Energy Commission may, without prejudice to its other remedies, terminate this Agreement if any conflict impairs or diminishes its value.

f. Penalties for Noncompliance

Without limiting the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

8. Payment of Funds

a. Timing of Payment

See Chapter 3, Section G, Timing of Payment, of the CalSHAPE Ventilation Commission Guidelines.

Final payment will only be made after the Energy Commission: (1) receives and approves the Recipient's final reporting; and (2) receives and accepts all other required documentation necessary for the Energy Commission to determine the total final amount due to the Recipient, based on actual and allowable Incurred Costs and Paid Costs under this Agreement, up to the total grant award amount.

Without limiting any other rights and remedies available to the Energy Commission, Recipient must return funds to the Energy Commission received under this Agreement if, for example, the Recipient was overpaid in the first payment, did not complete the project, or did not meet other program requirements.

b. Reimbursable Cost Requirements

In addition to any other requirements in this Agreement, the Energy Commission is only obligated to reimburse the Recipient for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement's Budget; and (4) actual and allowable expenses under this Agreement.

ALL of the items in the Budget are capped amounts (i.e., maximums), and the Recipient can only bill its ACTUAL amount up to capped amounts listed in the Budget. For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. If the actual rates exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

c. Payment Requests

Recipient agrees and acknowledges that time is of the essence in submitting the final payment request. The Commission has a limited period of time, set by law, in which it can reimburse funds under this Agreement. Without prejudice to the Commission's other rights, the Recipient risks not receiving any funds, and relieves the Commission of any duty and liability whatsoever to pay, for any payment requests received after the end of the Agreement.

d. Invoice Approval and Disputes:

Payment is subject to Energy Commission staff's approval. Payments will be made to the Recipient for undisputed invoices. An undisputed invoice is an invoice submitted by the Recipient for work performed, for which project expenditures and products meet all Agreement conditions, and for which additional evidence is not required to determine its validity.

The invoice will be disputed if all products due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed, the Recipient will be notified by the CEC.

e. Multiple Non-Energy Commission Funding Sources:

No payment will be made for costs identified in recipient invoices that have been or will be reimbursed by another source, including but not limited to an agreement with another government entity.

"Government Entity" means: (1) a state governmental agency; (2) a state college or university; (3) a local government entity or agency, including those created as a Joint Powers Authority; (4) an auxiliary organization of the California State University or a California community college; (5) the federal government; (6) a foundation organized to support the Board of Governors of the California Community Colleges; and (7) an auxiliary organization of the Student Aid Commission established under California Education Code Section 69522.

f. Reduced funding:

If the Energy Commission does not receive sufficient funds under the Budget Act or from the investor-owned utility administrators of the CalSHAPE program to fully fund the work identified in Exhibit A (Scope of Work), the following will occur:

- 1) If the Energy Commission has received a reduced amount of funds for the work, it may: (1) offer an Agreement amendment to the Recipient to reflect the reduced amount; or (2) cancel this Agreement (with no liability occurring to the State).
- 2) If the Energy Commission has received no funds for the work identified in Exhibit A: (1) this Agreement will be of no force and effect; (2) the State will have no obligation to pay any funds to the Recipient; and (3) the Recipient will have no obligation to perform any work under this Agreement.

g. Allowability of Costs

- 1) Allowable Costs

The costs for which the Recipient will be reimbursed under this Agreement include all costs, direct and indirect, incurred in the performance of the work identified in the Scope of Work. Costs must be incurred within the Agreement term. Factors to be considered in determining whether an individual item of cost is allowable include: (i) reasonableness of the item, including necessity of the item for the work; (ii) applicable federal cost principles or acquisition regulations incorporated by reference in Section 2 of this Agreement; and (iii) the terms and conditions of this Agreement.

2) Unallowable Costs

See Chapter 3, Section I, Ineligible Costs, of the CalSHAPE Ventilation Program Commission Guidelines.

3) Except as provided for in this Agreement or applicable California law or regulations, the Recipient will use the federal cost principles and/or acquisition regulations incorporated by reference in Section 2 of this Agreement when determining allowable and unallowable costs. In the event of a conflict, this Agreement takes precedence over the federal cost principles and/or acquisition regulations.

h. Final Invoice for Remaining Funds

See Chapter 4, Section C, Final Documentation and Invoice for Remaining Funds, of the CalSHAPE Ventilation Program Commission Guidelines. The Recipient must submit all invoices electronically by uploading them to the CalSHAPE Online System, which is found at <https://calshape.energy.ca.gov/>.

i. If the Recipient has not otherwise provided to the Commission documentation showing the Recipient's payment of Incurred Costs, the Recipient shall provide such documentation as soon as possible and not later than three working days from a request from Commission personnel.

j. Certification

The following certification will be included on each payment request form and signed by the Recipient's authorized officer:

The documents included in this request for payment are true and correct to the best of my knowledge and I have authority to submit this request. I certify that reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract, or other procurement method. For projects considered to be a public work, prevailing wages were paid to eligible workers who provided labor for the work covered by this invoice; the Recipient and all subcontractors have complied with prevailing wage laws.

9. **Reserved**

10. **Prevailing Wage**

a. Requirement

Projects funded by the Energy Commission often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000. Such projects might be considered “public works” under the California Labor Code (See California Labor Code Section 1720 et seq. and Title 8 California Code of Regulations, Section 16000 et seq.). Public works projects require the payment of prevailing wages. Prevailing wage rates can be significantly higher than non-prevailing wage rates.

b. Determination of Project’s Status

Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction may issue legally binding determinations that a particular project is or is not a public work. If the Recipient is unsure whether the project funded by the Agreement is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from DIR or an appropriate court. As such processes can be time consuming, it may not be possible to obtain a timely determination before the date for performance of the Agreement.

By accepting this grant, the Recipient is fully responsible for complying with all California public works requirements, including but not limited to payment of prevailing wage. As a material term of this grant, the Recipient must either:

- 1) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work; or
- 2) Assume that the project is a public work and ensure that:
 - Prevailing wages are paid unless and until DIR or a court of competent jurisdiction determines that the project is not a public work;
 - The project budget for labor reflects these prevailing wage requirements; and
 - The project complies with all other requirements of prevailing wage law, including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.

California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when such payment is required.

c. Subcontractors and Flow-down Requirements

The Recipient will ensure that its subcontractors also comply with the public works/prevailing wage requirements above. The Recipient will ensure that all agreements with its subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. The Recipient is responsible for any failure of its subcontractors to comply with California prevailing wage and public works laws.

d. Indemnification and Breach

Any failure of the Recipient or its subcontractors to comply with the above requirements will constitute breach of this Agreement which excuses the Commission's performance of this Agreement at the Commission's option, and will be at the Recipient's sole risk. In such a case, the Commission will refuse payment to the Recipient of any amount under this award and the Commission will be released, at its option, from any further performance of this Agreement or any portion thereof. The Recipient will indemnify the Energy Commission and hold it harmless for any and all financial consequences arising out of or resulting from the failure of the Recipient and/or any of its subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

e. Budget

The Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, the Recipient may wish to contact DIR or a qualified labor attorney for guidance.

f. Covered Trades

For public works projects, the Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

g. Questions

If the Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship, or other significant requirements of California prevailing wage law, the Recipient should consult DIR and/or a qualified labor attorney before entering into this Agreement.

h. Certification

The Recipient will certify to the Energy Commission on each payment request form either that: (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws; or (b) the project is not a public work requiring the payment of prevailing wages. In the latter case, the Recipient will provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient will submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent this certificate, the Recipient will have no right to any funds under this Agreement, and Commission will be relieved of any obligation to pay any funds.

11. Recordkeeping, Cost Accounting, and Auditing

a. Cost Accounting

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the project and any match-funded portion of the project. The Commission or its agent will have the right to examine the Recipient's books of accounts at all reasonable times, to the extent necessary to verify the accuracy of the Recipient's reports.

b. Accounting Procedures

The Recipient's costs will be determined on the basis of its accounting system procedures and practices employed as of the effective date of this Agreement, provided that the Recipient uses generally accepted accounting principles and cost reimbursement practices. The Recipient's cost accounting practices used in accumulating and reporting costs during the performance of this Agreement will be consistent with the practices used in estimating costs for any proposal to which this Agreement relates; provided that such practices are consistent with the other terms of this Agreement and that such costs may be accumulated and reported in greater detail during performance of this Agreement.

The Recipient's accounting system will distinguish between direct and indirect costs. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to costs incurred under this Agreement.

c. Inspections, Assessment, and Studies

If selected, the Recipient must cooperate with and participate in the following:

- 1) An assessment of a funded project's greenhouse gas reductions and energy savings. This may include, but is not limited to, requests from Energy Commission staff or its delegate for data, project and equipment information, and reasonable access to the project site to assist with determining greenhouse gas reductions and energy savings attributable to the funded project. Costs associated with any activities associated with such an assessment will not be funded by a CalSHAPE Program grant.
- 2) A site inspection and verification of installation and operation of new fixtures and appliances. This may include, but is not limited to, providing Energy Commission staff or its delegates reasonable access to the funded project site to inspect and verify installation and operation. Recipient understands that any such inspection and verification by Energy Commission staff or its delegates is not a safety inspection.
- 3) A measurement and evaluation study that will be used to analyze current program performance and improve future program designs. This may include but is not limited to providing Energy Commission staff or its delegates data, project and equipment information, and reasonable access to the funded project site.

d. Audit Rights

The Recipient will maintain books, records, documents, and other evidence, based on the procedures set forth above, sufficient to reflect properly all costs claimed to have been incurred in the performance of this Agreement. The Energy Commission, another state agency, and/or a public accounting firm designated by the Energy Commission may audit the Recipient's accounting records at all reasonable times, with prior notice by the Energy Commission.

It is the intent of the parties that the audits will ordinarily be performed not more frequently than once every twelve (12) months during the performance of the work and once at any time within three (3) years after payment by the Energy Commission of the Recipient's final invoice. However, performance of any such interim audits by the Energy Commission does not preclude further audit. The Energy Commission may audit books, records, documents, and other evidence relevant to the Recipient's royalty payment obligations (see Section 21) for a period of ten (10) years after payment of the Recipient's final invoice.

The Recipient will allow the auditor(s) to access such records during normal business hours, and will allow interviews of any employees who might reasonably have information related to such records. The Recipient will include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

e. Refund to the Energy Commission

If the Energy Commission determines that any invoiced and paid amounts exceed the actual allowable incurred costs, the Recipient will repay the amounts to the Energy Commission within thirty (30) days of request or as otherwise agreed by the Energy Commission and the Recipient. If the Energy Commission does not receive such repayments, it will be entitled to take any actions enforce any remedies available to it, such as withholding further payments to the Recipient and seeking repayment from the Recipient.

f. Audit Cost

The Recipient will bear its cost of participating in any audit (e.g., mailing or travel expenses). The Energy Commission will bear the cost of conducting the audit unless the audit reveals an error detrimental to the Energy Commission that exceeds more than ten percent (10%) or \$5,000 (whichever is greater) of the amount audited. The Recipient will pay the refund as specified in subsection (d), and will reimburse the Energy Commission for reasonable costs and expenses incurred by the Commission in conducting the audit.

g. Match or Cost Share

If the budget includes a match share requirement, the Recipient's commitment of resources, as described in this Agreement, is a required expenditure for receipt of Energy Commission funds. The funds will be released only if the required match percentages are expended. The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind, non-cash services), and report on match share expenditures on its request for payment.

12. Workers' Compensation Insurance

- a. The Recipient warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CalSHAPE Program satisfactory evidence of this insurance upon the CalSHAPE Program's request.
- b. If the Recipient is self-insured for worker's compensation, it warrants that the self-insurance is permissible under the laws of the State of California and agrees to furnish to the CalSHAPE Program satisfactory evidence of the insurance upon the CalSHAPE Program's request.

13. Permits and Clearances

The Recipient is responsible for ensuring that all necessary permits and environmental documents are prepared and that clearances are obtained from the appropriate agencies.

14. Equipment

Title to equipment acquired by the Recipient with grant funds will vest in the Recipient. The Recipient may use the equipment in the project or program for which it was acquired as long as needed, regardless of whether the project or program continues to be supported by grant funds. However, the Recipient may not sell, lease, or encumber the property (i.e., place a legal burden on the property such as a lien) during the Agreement term without Energy Commission Staff's prior written approval.

The Recipient may refer to the applicable federal regulations incorporated by reference in this Agreement for guidance regarding additional equipment requirements.

15. Stop Work

Energy Commission staff may, at any time by written notice to the Recipient, require the Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, noncompliance with the standard of performance, out of scope work, project delays, and misrepresentations.

- a. Compliance. Upon receipt of a stop work order, the Recipient must immediately take all necessary steps to comply with the order and to stop the incurrence of costs allocable to the Energy Commission.
- b. Canceling a Stop Work Order. The Recipient may resume the work only upon receipt of written instructions from Energy Commission staff.

16. Termination

a. Purpose

Because the Energy Commission is a state entity and provides funding on behalf of all California ratepayers, it must be able to terminate the Agreement upon the default of the Recipient and to proceed with the work required under the Agreement in any manner it deems proper. The Recipient agrees that upon any of the events triggering the termination of the Agreement by the Energy Commission, the Energy Commission has the right to terminate the Agreement, and it would constitute bad faith of the Recipient to interfere with the immediate termination of the Agreement by the Energy Commission.

b. With Cause

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations. The Recipient will relinquish possession of equipment purchased for this Agreement with Energy Commission funds to the Commission, or the Recipient may purchase the equipment as provided by the terms of this Agreement, with approval of the Energy Commission.

The term “for cause” includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient’s inability to pay its debts as they become due and/or the Recipient’s default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

c. Without Cause

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

17. Indemnification

To the extent allowed under California law, the Recipient will indemnify, defend, and hold harmless the state (including the Energy Commission) and state officers, agents, and employees from any and all claims and losses in connection with the performance of this Agreement.

18. Reserved

19. Reserved

20. Intellectual Property

- a. The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

“Intellectual property” means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- b. The Energy Commission owns all products identified in the Scope of Work, with the exception of products that fall within the definition of “intellectual property.”

“Product” means any tangible item specified for delivery to the Energy Commission in the Scope of Work.

- c. Both the Energy Commission and the California Public Utilities Commission have a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes, including but not limited to providing data and reports to the California Public Utilities Commission, State legislature, and Utilities and using data for the development of future programs.

- d. Intellectual Property Indemnity

The Recipient may not, in supplying work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party, and will take reasonable actions to avoid infringement.

To the extent allowed under California law, the Recipient will defend and indemnify the Energy Commission and the California Public Utilities Commission from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Recipient or its employees, subcontractors, or agents in connection with or related to the products or the Recipient's performance under this Agreement.

21. Reserved

22. General Provisions

a. Governing Law

This Agreement is governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

In the performance of this Agreement, the Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the State of California.

c. Assignment

This Agreement is not assignable or transferable by the Recipient either in whole or in part without the consent of the Energy Commission in the form of an amendment.

d. Timeliness

Time is of the essence in this Agreement.

e. Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

f. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

g. Assurances

The Commission reserves the right to seek further written assurances from the Recipient and its team that the work under this Agreement will be performed in accordance with the terms of the Agreement.

h. Change in Business

- 1) The Recipient will promptly notify the Energy Commission of the occurrence of any of the following:
 - a) A change of address.
 - b) A change in business name or ownership.
 - c) The existence of any litigation or other legal proceeding affecting the project or Agreement.

- d) The occurrence of any casualty or other loss to project personnel, equipment, or third parties.
 - e) Receipt of notice of any claim or potential claim against the Recipient for patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Energy Commission's rights.
- 2) The Recipient must provide the CalSHAPE Program with written notice of a planned change or reorganization of the type of business entity under which it does business. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. If the Energy Commission does not seek to amend this Agreement or enter into a new agreement with the changed or new entity for any reason (including that the Commission is not satisfied that the new entity can perform in the same manner as the Recipient), it may terminate this Agreement as provided in the "Termination" section.
- i. Access to Sites and Records
Energy Commission and California Public Utilities Commission staff and representatives will have reasonable access to all project sites and to all records related to this Agreement.
 - j. Prior Dealings, Custom, or Trade Usage
These terms and conditions may not be modified or supplemented by prior dealings, custom, or trade usage.
 - k. Survival of Terms
Certain provisions will survive the completion or termination date of this Agreement for any reason. The provisions include but are not limited to:
 - Legal Statements on Products (included in Section 5, "Products")
 - Payment of Funds (Section 8)
 - Recordkeeping, Cost Accounting, and Auditing (Section 11)
 - Equipment (Section 14)
 - Termination (Section 16)
 - Indemnification (Section 17)
 - Intellectual Property (Section 20)
 - Change in Business (see this section)
 - Access to Sites and Records (see this section)

23. *Certifications and Compliance*

- a. Federal, State, and Local Laws

The Recipient must obtain all required permits and shall comply with all applicable federal, state and local laws, codes, rules, and regulations for all work performed under the Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient will include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation, and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
 - Will receive a copy of the company's drug-free policy statement; and
 - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. National Labor Relations Board Certification (Not applicable to public entities)

The Recipient, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Recipient within the immediately preceding two year period because of the Recipient's failure to comply with an order of a federal court that orders the Recipient to comply with an order of the National Labor Relations Board.

e. Child Support Compliance Act (Applicable to California Employers)

For any agreement in excess of \$100,000, the Recipient acknowledges that:

- 1) It recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- 2) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

f. Air or Water Pollution Violation

Under state laws, the Recipient will not be:

- 1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- 2) Subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- 3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

g. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

24. Reserved

25. Commission Remedies for Recipient's Non-Compliance

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

26. Definitions

- **Agreement Term** means the length of this Agreement, as specified on the Agreement signature page (form CEC-146).
- **Data** means any recorded information that relates to the project funded by the Agreement, whether created or collected before or after the Agreement's effective date.
- **Effective Date** means the date on which this Agreement is signed by the last party required to sign, provided that signature occurs after the Agreement has been approved by the Energy Commission at a business meeting or by the Executive Director or his/her designee.
- **Equipment** means products, objects, machinery, apparatus, implements, or tools that are purchased or constructed with Energy Commission funds for the project, and that have a useful life of at least one year and an acquisition unit cost of at least \$5,000. "Equipment" includes products, objects, machinery, apparatus, implements, or tools that are composed by over thirty percent (30%) of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project will terminate at the end of the normal useful life of the equipment purchased and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of the equipment.
- **Intellectual Property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

"Works of authorship" does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.
- **Invention** means intellectual property that is patentable.
- **Match Funds** means cash or in-kind (i.e., non-cash) contributions provided by the Recipient or a third party for a project funded by the Energy Commission. If this Agreement resulted from a solicitation, refer to the solicitation's discussion of match funding for guidelines specific to the project.

- **Materials** means the substances used to construct, or as part of, a finished object, commodity, device, article, or product and that does not meet the definition of Equipment.
- **Ownership** means exclusive possession of all rights to property, including the right to use and transfer property.
- **Product** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.
- **Project** means the entire effort undertaken and planned by the Recipient and consisting of the work funded by the Energy Commission. The project may coincide with or extend beyond the Agreement term.
- **State** means the state of California and all California state agencies within it, including but not limited to commissions, boards, offices, and departments.



RECIPIENT River Delta Joint Unified	AGREEMENT NUMBER 22R4VA0908
ADDRESS River Delta Unified 160 Courtland High School Ln. Courtland, CA 95615	AGREEMENT TERM Ends 24 months after Effective Date The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION

The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

- Exhibit A – Scope of Work**
- Exhibit B – Budget**
- Exhibit C – Agreement Contacts**
- Exhibit D – Terms and Conditions**

REIMBURSABLE AMOUNT \$167,639.90
Total of REIMBURSABLE AMOUNT \$167,639.90

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
NAME Adrienne Winuk		NAME	
TITLE Contracts, Grants, and Loans Office Manager		TITLE	
CALIFORNIA ENERGY COMMISSION ADDRESS 1516 9th Street, MS 18, Sacramento, CA 95814			

**EXHIBIT A
Scope of Work**

River Delta Joint Unified 3467413000000

Total Number of Sites 3

Site Name

Clarksburg Middle

Delta High

Isleton Elementary

CDS Code

34674130112078

34674135731708

34674136033666

Clarksburg Middle

Category

Assessment & Maintenance

Filter

Monitor

Unit Count

26

60

26

Delta High

Category

Assessment & Maintenance

Filter

Monitor

Unit Count

28

60

28

Isleton Elementary

Category

Assessment & Maintenance

Filter

Monitor

Unit Count

8

20

8

**EXHIBIT B
Budget**

**River Delta Joint Unified
3467413000000**

**Total Requested Amount
\$167,639.90**

Site Name

Requested Amount

Clarksburg Middle

\$67,320.00

Delta High

\$71,159.90

Isleton Elementary

\$29,160.00

Clarksburg Middle

Category

Requested Amount

Assessment & Maintenance

\$36,000.00

Filter

\$4,500.00

Monitor

\$15,600.00

Contingency

\$11,220.00

Delta High

Category

Requested Amount

Assessment & Maintenance

\$37,999.92

Filter

\$4,500.00

Monitor

\$16,800.00

Contingency

\$11,859.98

Isleton Elementary

Category

Requested Amount

Assessment & Maintenance

\$18,000.00

Filter

\$1,500.00

Monitor

\$4,800.00

Contingency

\$4,860.00

Total Grant Award

\$167,639.90

Initial Payment

\$83,819.95

Final Payment

\$83,819.95

EXHIBIT C Contacts

CalSHAPE Program Staff

California Energy Commission
715 P Street
Sacramento, CA 95814
E-mail: CalSHAPE@energy.ca.gov

Confidential Deliverables/Products

Adrienne Winuk, Manager
California Energy Commission
Contracts, Grants and Loans Office
715 P Street, MS - 18
Sacramento, CA 95814
E-mail: Adrienne.Winuk@energy.ca.gov

Invoices, Progress Reports and Non-Confidential Deliverables to

Mary Hung
California Energy Commission
Accounting Office
714 P Street MS - 2
Sacramento, CA 95813
E-mail: Mary.Hung@energy.ca.gov

**EXHIBIT C
Contacts**

LEA Contact (Primary)

**Name
Address
City, State, Zip
E-mail**

LEA Contact (Alternate)

**Name
Address
City, State, Zip
E-mail**

LEA Contact (Alternate)

**Name
Address
City, State, Zip
E-mail**

EXHIBIT D

**CALIFORNIA SCHOOLS HEALTHY AIR, PLUMBING, AND EFFICIENCY
(CALSHAPE) STANDARD GRANT TERMS AND CONDITIONS**

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1. **Introduction**

This grant agreement (Agreement) between the California Energy Commission (Energy Commission, or Commission) and the Recipient is funded by the School Energy Efficiency Stimulus Program, established by Assembly Bill 841 (Ting, Chapter 372, Statutes of 2020), which in part provides grants to assess, maintain, adjust, repair, or upgrade heating, ventilation, and air conditioning systems. This grant program is referred to as the California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Ventilation Program.

This Agreement includes: (1) the Agreement signature page (**form CEC-146**); (2) the scope of work (**Exhibit A**); (3) the budget (**Exhibit B**); (4) a contacts list (**Exhibit C**); (5) these terms and conditions, which are standard requirements for CalSHAPE ventilation program grant awards (**Exhibit D**); (6) any special terms and conditions that the Energy Commission may impose to address the unique circumstances of the funded project, which take precedence in the event of a conflict with any provision of these terms and conditions (**Exhibit E**); (7) all attachments; and (8) all documents incorporated by reference.

All work and expenditure of Commission-reimbursed funds must occur prior to the Agreement term end date specified on the CEC-146 form.

2. **Documents Incorporated by Reference**

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsections (f) and (g) below. Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

Funding Documents

- a. The notice of funding availability for the project supported by this Agreement
- b. The Recipient's application submitted in response to the notice of funding availability

Program Guidelines

- c. CalSHAPE Ventilation Program Commission Guidelines, available at <https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>

Federal Cost Principles (*applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations*)

- d. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

Federal Acquisition Regulations (*applicable to commercial organizations*)

- e. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

Nondiscrimination

- f. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

General Laws

- g. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

3. **Standard of Performance**

In performing work under the Agreement, the Recipient, its subcontractors, and their employees are responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures for the type of work performed.

4. **Due Diligence**

- a. The Recipient must take timely actions that, taken collectively, move this project to completion.
- b. Energy Commission staff will periodically evaluate the project schedule for completion of Scope of Work tasks. This evaluation may include but not be limited to random checks of project progress at periodic intervals set by the Energy Commission. Recipients subject to a project check must complete a progress report using a template prepared by the Energy Commission to provide information on the project status and expected completion date.
- c. If Energy Commission staff determines that: (1) the Recipient is not diligently completing the tasks in the Scope of Work; or (2) the time remaining in this Agreement is insufficient to complete all project tasks by the Agreement end date, Energy Commission staff may recommend that this Agreement be terminated, and the Commission may terminate this Agreement without prejudice to any of its other remedies.

5. **Products**

- a. **“Products”** are any tangible item specified for delivery to the Energy Commission in the Scope of Work, such as reports and summaries. The Recipient will submit all products identified in the Scope of Work to Energy Commission staff, in the manner and form specified in the Scope of Work.

If Energy Commission staff determines that a product is substandard given its description and intended use as described in this Agreement, Energy Commission staff, without prejudice to any of the Commission’s other remedies, may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.

- b. **Failure to Submit Products**

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

- c. **Legal Statements on Products**

All documents that result from work funded by this Agreement and are released to the public must include the following statement to ensure no Commission endorsement of documents:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. Neither the Commission, the State of California, nor the Commission's employees, contractors, or subcontractors makes any warranty, express or implied, or assumes any legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights. This document has not been approved or disapproved by the Commission, nor has the Commission passed upon the accuracy of the information in this document.

6. Amendments

a. Procedure for Requesting Extensions

The Recipient must submit a written request to the CalSHAPE Program for a one-time only extension to the Agreement, not to exceed six-months nor the final program reporting deadline date of June 1, 2026. The request must include:

- A brief summary of the proposed extension; and
- A brief summary of the reason(s) for the extension

b. Approval of Changes

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 16 of these terms. No oral understanding or agreement is binding on any of the parties.

7. Contracting and Procurement Procedures

This section provides general requirements for agreements entered into between the Recipient and subcontractors for the performance of this Agreement.

a. Contractor's Obligations to Subcontractors

1) The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into for the performance of this Agreement.

2) Nothing contained in this Agreement or otherwise creates any contractual relation between the Commission and any subcontractors, and no subcontract may relieve the Recipient of its responsibilities under this Agreement. The Recipient agrees to be as fully responsible to the Commission for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient.

The Recipient's obligation to pay its subcontractors is an independent obligation from the Commission's obligation to make payments to the Recipient. As a result, the Commission has no obligation to pay or enforce the payment of any funds to any subcontractor.

3) The Recipient is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Agreement.

b. Flow-Down Provisions

Subcontracts funded in whole or in part by this Agreement must include language conforming to the provisions below, unless the subcontracts are entered into by the University of California (UC) or the U.S. Department of Energy (DOE) national laboratories. UC may use the terms and conditions negotiated by the Energy Commission with UC for its subcontracts. DOE national laboratories may use the terms and conditions negotiated with DOE (please contact the Commission Grants Officer for these terms).

- Standard of Performance (Section 3)
- Legal Statements on Products (included in Section 5, "Products")
- Prevailing Wage (Section 10)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Indemnification (Section 17)
- Intellectual Property (Section 20)
- Access to Sites and Records (included in Section 22, "General Provisions")
- Nondiscrimination (included in Section 23, "Certifications and Compliance")
- Survival of the following sections:
 - Equipment (Section 14)
 - Recordkeeping, Cost Accounting, and Auditing (Section 11)
 - Intellectual Property (Section 20)
 - Access to Sites and Records (included in Section 22, "General Provisions")

Subcontracts funded in whole or in part by this Agreement must also include the following:

- A clear and accurate description of the material, products, or services to be procured.
- A detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors breach contract terms, in addition to sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of the Commission.

c. Audits

All subcontracts entered into for the performance of this Agreement are subject to examination and audit by the Energy Commission, Bureau of State Audits, or the California Public Utilities Commission for a period of three (3) years after payment of the Recipient's final invoice under this Agreement.

d. Copies of Subcontracts

The Recipient must provide a copy of its subcontracts upon request by the Energy Commission.

e. Conflicting Subcontract Terms

Prior to the execution of this Agreement, the Recipient will notify the CalSHAPE Program of any known or reasonably foreseeable conflicts between this Agreement and its agreements with any subcontractors (e.g., conflicting intellectual property or payment terms). If the Recipient discovers any such conflicts after the execution of this Agreement, it will notify the CalSHAPE Program of the conflict within fifteen (15) days of discovery. The Energy Commission may, without prejudice to its other remedies, terminate this Agreement if any conflict impairs or diminishes its value.

f. Penalties for Noncompliance

Without limiting the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

8. Payment of Funds

a. Timing of Payment

See Chapter 3, Section G, Timing of Payment, of the CalSHAPE Ventilation Commission Guidelines.

Final payment will only be made after the Energy Commission: (1) receives and approves the Recipient's final reporting; and (2) receives and accepts all other required documentation necessary for the Energy Commission to determine the total final amount due to the Recipient, based on actual and allowable Incurred Costs and Paid Costs under this Agreement, up to the total grant award amount.

Without limiting any other rights and remedies available to the Energy Commission, Recipient must return funds to the Energy Commission received under this Agreement if, for example, the Recipient was overpaid in the first payment, did not complete the project, or did not meet other program requirements.

b. Reimbursable Cost Requirements

In addition to any other requirements in this Agreement, the Energy Commission is only obligated to reimburse the Recipient for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement's Budget; and (4) actual and allowable expenses under this Agreement.

ALL of the items in the Budget are capped amounts (i.e., maximums), and the Recipient can only bill its ACTUAL amount up to capped amounts listed in the Budget. For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. If the actual rates exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

c. Payment Requests

Recipient agrees and acknowledges that time is of the essence in submitting the final payment request. The Commission has a limited period of time, set by law, in which it can reimburse funds under this Agreement. Without prejudice to the Commission's other rights, the Recipient risks not receiving any funds, and relieves the Commission of any duty and liability whatsoever to pay, for any payment requests received after the end of the Agreement.

d. Invoice Approval and Disputes:

Payment is subject to Energy Commission staff's approval. Payments will be made to the Recipient for undisputed invoices. An undisputed invoice is an invoice submitted by the Recipient for work performed, for which project expenditures and products meet all Agreement conditions, and for which additional evidence is not required to determine its validity.

The invoice will be disputed if all products due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed, the Recipient will be notified by the CEC.

e. Multiple Non-Energy Commission Funding Sources:

No payment will be made for costs identified in recipient invoices that have been or will be reimbursed by another source, including but not limited to an agreement with another government entity.

"Government Entity" means: (1) a state governmental agency; (2) a state college or university; (3) a local government entity or agency, including those created as a Joint Powers Authority; (4) an auxiliary organization of the California State University or a California community college; (5) the federal government; (6) a foundation organized to support the Board of Governors of the California Community Colleges; and (7) an auxiliary organization of the Student Aid Commission established under California Education Code Section 69522.

f. Reduced funding:

If the Energy Commission does not receive sufficient funds under the Budget Act or from the investor-owned utility administrators of the CalSHAPE program to fully fund the work identified in Exhibit A (Scope of Work), the following will occur:

- 1) If the Energy Commission has received a reduced amount of funds for the work, it may: (1) offer an Agreement amendment to the Recipient to reflect the reduced amount; or (2) cancel this Agreement (with no liability occurring to the State).
- 2) If the Energy Commission has received no funds for the work identified in Exhibit A: (1) this Agreement will be of no force and effect; (2) the State will have no obligation to pay any funds to the Recipient; and (3) the Recipient will have no obligation to perform any work under this Agreement.

g. Allowability of Costs

- 1) Allowable Costs

The costs for which the Recipient will be reimbursed under this Agreement include all costs, direct and indirect, incurred in the performance of the work identified in the Scope of Work. Costs must be incurred within the Agreement term. Factors to be considered in determining whether an individual item of cost is allowable include: (i) reasonableness of the item, including necessity of the item for the work; (ii) applicable federal cost principles or acquisition regulations incorporated by reference in Section 2 of this Agreement; and (iii) the terms and conditions of this Agreement.

2) Unallowable Costs

See Chapter 3, Section I, Ineligible Costs, of the CalSHAPE Ventilation Program Commission Guidelines.

3) Except as provided for in this Agreement or applicable California law or regulations, the Recipient will use the federal cost principles and/or acquisition regulations incorporated by reference in Section 2 of this Agreement when determining allowable and unallowable costs. In the event of a conflict, this Agreement takes precedence over the federal cost principles and/or acquisition regulations.

h. Final Invoice for Remaining Funds

See Chapter 4, Section C, Final Documentation and Invoice for Remaining Funds, of the CalSHAPE Ventilation Program Commission Guidelines. The Recipient must submit all invoices electronically by uploading them to the CalSHAPE Online System, which is found at <https://calshape.energy.ca.gov/>.

i. If the Recipient has not otherwise provided to the Commission documentation showing the Recipient's payment of Incurred Costs, the Recipient shall provide such documentation as soon as possible and not later than three working days from a request from Commission personnel.

j. Certification

The following certification will be included on each payment request form and signed by the Recipient's authorized officer:

The documents included in this request for payment are true and correct to the best of my knowledge and I have authority to submit this request. I certify that reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract, or other procurement method. For projects considered to be a public work, prevailing wages were paid to eligible workers who provided labor for the work covered by this invoice; the Recipient and all subcontractors have complied with prevailing wage laws.

9. **Reserved**

10. **Prevailing Wage**

a. Requirement

Projects funded by the Energy Commission often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000. Such projects might be considered “public works” under the California Labor Code (See California Labor Code Section 1720 et seq. and Title 8 California Code of Regulations, Section 16000 et seq.). Public works projects require the payment of prevailing wages. Prevailing wage rates can be significantly higher than non-prevailing wage rates.

b. Determination of Project’s Status

Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction may issue legally binding determinations that a particular project is or is not a public work. If the Recipient is unsure whether the project funded by the Agreement is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from DIR or an appropriate court. As such processes can be time consuming, it may not be possible to obtain a timely determination before the date for performance of the Agreement.

By accepting this grant, the Recipient is fully responsible for complying with all California public works requirements, including but not limited to payment of prevailing wage. As a material term of this grant, the Recipient must either:

- 1) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work; or
- 2) Assume that the project is a public work and ensure that:
 - Prevailing wages are paid unless and until DIR or a court of competent jurisdiction determines that the project is not a public work;
 - The project budget for labor reflects these prevailing wage requirements; and
 - The project complies with all other requirements of prevailing wage law, including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.

California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when such payment is required.

c. Subcontractors and Flow-down Requirements

The Recipient will ensure that its subcontractors also comply with the public works/prevailing wage requirements above. The Recipient will ensure that all agreements with its subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. The Recipient is responsible for any failure of its subcontractors to comply with California prevailing wage and public works laws.

d. Indemnification and Breach

Any failure of the Recipient or its subcontractors to comply with the above requirements will constitute breach of this Agreement which excuses the Commission's performance of this Agreement at the Commission's option, and will be at the Recipient's sole risk. In such a case, the Commission will refuse payment to the Recipient of any amount under this award and the Commission will be released, at its option, from any further performance of this Agreement or any portion thereof. The Recipient will indemnify the Energy Commission and hold it harmless for any and all financial consequences arising out of or resulting from the failure of the Recipient and/or any of its subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

e. Budget

The Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, the Recipient may wish to contact DIR or a qualified labor attorney for guidance.

f. Covered Trades

For public works projects, the Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

g. Questions

If the Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship, or other significant requirements of California prevailing wage law, the Recipient should consult DIR and/or a qualified labor attorney before entering into this Agreement.

h. Certification

The Recipient will certify to the Energy Commission on each payment request form either that: (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws; or (b) the project is not a public work requiring the payment of prevailing wages. In the latter case, the Recipient will provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient will submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent this certificate, the Recipient will have no right to any funds under this Agreement, and Commission will be relieved of any obligation to pay any funds.

11. Recordkeeping, Cost Accounting, and Auditing

a. Cost Accounting

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the project and any match-funded portion of the project. The Commission or its agent will have the right to examine the Recipient's books of accounts at all reasonable times, to the extent necessary to verify the accuracy of the Recipient's reports.

b. Accounting Procedures

The Recipient's costs will be determined on the basis of its accounting system procedures and practices employed as of the effective date of this Agreement, provided that the Recipient uses generally accepted accounting principles and cost reimbursement practices. The Recipient's cost accounting practices used in accumulating and reporting costs during the performance of this Agreement will be consistent with the practices used in estimating costs for any proposal to which this Agreement relates; provided that such practices are consistent with the other terms of this Agreement and that such costs may be accumulated and reported in greater detail during performance of this Agreement.

The Recipient's accounting system will distinguish between direct and indirect costs. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to costs incurred under this Agreement.

c. Inspections, Assessment, and Studies

If selected, the Recipient must cooperate with and participate in the following:

- 1) An assessment of a funded project's greenhouse gas reductions and energy savings. This may include, but is not limited to, requests from Energy Commission staff or its delegate for data, project and equipment information, and reasonable access to the project site to assist with determining greenhouse gas reductions and energy savings attributable to the funded project. Costs associated with any activities associated with such an assessment will not be funded by a CalSHAPE Program grant.
- 2) A site inspection and verification of installation and operation of new fixtures and appliances. This may include, but is not limited to, providing Energy Commission staff or its delegates reasonable access to the funded project site to inspect and verify installation and operation. Recipient understands that any such inspection and verification by Energy Commission staff or its delegates is not a safety inspection.
- 3) A measurement and evaluation study that will be used to analyze current program performance and improve future program designs. This may include but is not limited to providing Energy Commission staff or its delegates data, project and equipment information, and reasonable access to the funded project site.

d. Audit Rights

The Recipient will maintain books, records, documents, and other evidence, based on the procedures set forth above, sufficient to reflect properly all costs claimed to have been incurred in the performance of this Agreement. The Energy Commission, another state agency, and/or a public accounting firm designated by the Energy Commission may audit the Recipient's accounting records at all reasonable times, with prior notice by the Energy Commission.

It is the intent of the parties that the audits will ordinarily be performed not more frequently than once every twelve (12) months during the performance of the work and once at any time within three (3) years after payment by the Energy Commission of the Recipient's final invoice. However, performance of any such interim audits by the Energy Commission does not preclude further audit. The Energy Commission may audit books, records, documents, and other evidence relevant to the Recipient's royalty payment obligations (see Section 21) for a period of ten (10) years after payment of the Recipient's final invoice.

The Recipient will allow the auditor(s) to access such records during normal business hours, and will allow interviews of any employees who might reasonably have information related to such records. The Recipient will include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

e. Refund to the Energy Commission

If the Energy Commission determines that any invoiced and paid amounts exceed the actual allowable incurred costs, the Recipient will repay the amounts to the Energy Commission within thirty (30) days of request or as otherwise agreed by the Energy Commission and the Recipient. If the Energy Commission does not receive such repayments, it will be entitled to take any actions enforce any remedies available to it, such as withholding further payments to the Recipient and seeking repayment from the Recipient.

f. Audit Cost

The Recipient will bear its cost of participating in any audit (e.g., mailing or travel expenses). The Energy Commission will bear the cost of conducting the audit unless the audit reveals an error detrimental to the Energy Commission that exceeds more than ten percent (10%) or \$5,000 (whichever is greater) of the amount audited. The Recipient will pay the refund as specified in subsection (d), and will reimburse the Energy Commission for reasonable costs and expenses incurred by the Commission in conducting the audit.

g. Match or Cost Share

If the budget includes a match share requirement, the Recipient's commitment of resources, as described in this Agreement, is a required expenditure for receipt of Energy Commission funds. The funds will be released only if the required match percentages are expended. The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind, non-cash services), and report on match share expenditures on its request for payment.

12. Workers' Compensation Insurance

- a. The Recipient warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CalSHAPE Program satisfactory evidence of this insurance upon the CalSHAPE Program's request.
- b. If the Recipient is self-insured for worker's compensation, it warrants that the self-insurance is permissible under the laws of the State of California and agrees to furnish to the CalSHAPE Program satisfactory evidence of the insurance upon the CalSHAPE Program's request.

13. Permits and Clearances

The Recipient is responsible for ensuring that all necessary permits and environmental documents are prepared and that clearances are obtained from the appropriate agencies.

14. Equipment

Title to equipment acquired by the Recipient with grant funds will vest in the Recipient. The Recipient may use the equipment in the project or program for which it was acquired as long as needed, regardless of whether the project or program continues to be supported by grant funds. However, the Recipient may not sell, lease, or encumber the property (i.e., place a legal burden on the property such as a lien) during the Agreement term without Energy Commission Staff's prior written approval.

The Recipient may refer to the applicable federal regulations incorporated by reference in this Agreement for guidance regarding additional equipment requirements.

15. Stop Work

Energy Commission staff may, at any time by written notice to the Recipient, require the Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, noncompliance with the standard of performance, out of scope work, project delays, and misrepresentations.

- a. Compliance. Upon receipt of a stop work order, the Recipient must immediately take all necessary steps to comply with the order and to stop the incurrence of costs allocable to the Energy Commission.
- b. Canceling a Stop Work Order. The Recipient may resume the work only upon receipt of written instructions from Energy Commission staff.

16. Termination

a. Purpose

Because the Energy Commission is a state entity and provides funding on behalf of all California ratepayers, it must be able to terminate the Agreement upon the default of the Recipient and to proceed with the work required under the Agreement in any manner it deems proper. The Recipient agrees that upon any of the events triggering the termination of the Agreement by the Energy Commission, the Energy Commission has the right to terminate the Agreement, and it would constitute bad faith of the Recipient to interfere with the immediate termination of the Agreement by the Energy Commission.

b. With Cause

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations. The Recipient will relinquish possession of equipment purchased for this Agreement with Energy Commission funds to the Commission, or the Recipient may purchase the equipment as provided by the terms of this Agreement, with approval of the Energy Commission.

The term “for cause” includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient’s inability to pay its debts as they become due and/or the Recipient’s default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

c. Without Cause

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

17. Indemnification

To the extent allowed under California law, the Recipient will indemnify, defend, and hold harmless the state (including the Energy Commission) and state officers, agents, and employees from any and all claims and losses in connection with the performance of this Agreement.

18. Reserved

19. Reserved

20. Intellectual Property

- a. The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

“Intellectual property” means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- b. The Energy Commission owns all products identified in the Scope of Work, with the exception of products that fall within the definition of “intellectual property.”

“Product” means any tangible item specified for delivery to the Energy Commission in the Scope of Work.

- c. Both the Energy Commission and the California Public Utilities Commission have a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes, including but not limited to providing data and reports to the California Public Utilities Commission, State legislature, and Utilities and using data for the development of future programs.

- d. Intellectual Property Indemnity

The Recipient may not, in supplying work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party, and will take reasonable actions to avoid infringement.

To the extent allowed under California law, the Recipient will defend and indemnify the Energy Commission and the California Public Utilities Commission from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Recipient or its employees, subcontractors, or agents in connection with or related to the products or the Recipient's performance under this Agreement.

21. Reserved

22. General Provisions

a. Governing Law

This Agreement is governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

In the performance of this Agreement, the Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the State of California.

c. Assignment

This Agreement is not assignable or transferable by the Recipient either in whole or in part without the consent of the Energy Commission in the form of an amendment.

d. Timeliness

Time is of the essence in this Agreement.

e. Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

f. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

g. Assurances

The Commission reserves the right to seek further written assurances from the Recipient and its team that the work under this Agreement will be performed in accordance with the terms of the Agreement.

h. Change in Business

- 1) The Recipient will promptly notify the Energy Commission of the occurrence of any of the following:
 - a) A change of address.
 - b) A change in business name or ownership.
 - c) The existence of any litigation or other legal proceeding affecting the project or Agreement.

- d) The occurrence of any casualty or other loss to project personnel, equipment, or third parties.
 - e) Receipt of notice of any claim or potential claim against the Recipient for patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Energy Commission's rights.
- 2) The Recipient must provide the CalSHAPE Program with written notice of a planned change or reorganization of the type of business entity under which it does business. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. If the Energy Commission does not seek to amend this Agreement or enter into a new agreement with the changed or new entity for any reason (including that the Commission is not satisfied that the new entity can perform in the same manner as the Recipient), it may terminate this Agreement as provided in the "Termination" section.
- i. Access to Sites and Records
Energy Commission and California Public Utilities Commission staff and representatives will have reasonable access to all project sites and to all records related to this Agreement.
 - j. Prior Dealings, Custom, or Trade Usage
These terms and conditions may not be modified or supplemented by prior dealings, custom, or trade usage.
 - k. Survival of Terms
Certain provisions will survive the completion or termination date of this Agreement for any reason. The provisions include but are not limited to:
 - Legal Statements on Products (included in Section 5, "Products")
 - Payment of Funds (Section 8)
 - Recordkeeping, Cost Accounting, and Auditing (Section 11)
 - Equipment (Section 14)
 - Termination (Section 16)
 - Indemnification (Section 17)
 - Intellectual Property (Section 20)
 - Change in Business (see this section)
 - Access to Sites and Records (see this section)

23. *Certifications and Compliance*

- a. Federal, State, and Local Laws

The Recipient must obtain all required permits and shall comply with all applicable federal, state and local laws, codes, rules, and regulations for all work performed under the Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient will include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation, and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
 - Will receive a copy of the company's drug-free policy statement; and
 - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. National Labor Relations Board Certification (Not applicable to public entities)

The Recipient, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Recipient within the immediately preceding two year period because of the Recipient's failure to comply with an order of a federal court that orders the Recipient to comply with an order of the National Labor Relations Board.

e. Child Support Compliance Act (Applicable to California Employers)

For any agreement in excess of \$100,000, the Recipient acknowledges that:

- 1) It recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- 2) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

f. Air or Water Pollution Violation

Under state laws, the Recipient will not be:

- 1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- 2) Subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- 3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

g. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

24. Reserved

25. Commission Remedies for Recipient's Non-Compliance

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

26. Definitions

- **Agreement Term** means the length of this Agreement, as specified on the Agreement signature page (form CEC-146).
- **Data** means any recorded information that relates to the project funded by the Agreement, whether created or collected before or after the Agreement's effective date.
- **Effective Date** means the date on which this Agreement is signed by the last party required to sign, provided that signature occurs after the Agreement has been approved by the Energy Commission at a business meeting or by the Executive Director or his/her designee.
- **Equipment** means products, objects, machinery, apparatus, implements, or tools that are purchased or constructed with Energy Commission funds for the project, and that have a useful life of at least one year and an acquisition unit cost of at least \$5,000. "Equipment" includes products, objects, machinery, apparatus, implements, or tools that are composed by over thirty percent (30%) of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project will terminate at the end of the normal useful life of the equipment purchased and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of the equipment.
- **Intellectual Property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

"Works of authorship" does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.
- **Invention** means intellectual property that is patentable.
- **Match Funds** means cash or in-kind (i.e., non-cash) contributions provided by the Recipient or a third party for a project funded by the Energy Commission. If this Agreement resulted from a solicitation, refer to the solicitation's discussion of match funding for guidelines specific to the project.

- **Materials** means the substances used to construct, or as part of, a finished object, commodity, device, article, or product and that does not meet the definition of Equipment.
- **Ownership** means exclusive possession of all rights to property, including the right to use and transfer property.
- **Product** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.
- **Project** means the entire effort undertaken and planned by the Recipient and consisting of the work funded by the Energy Commission. The project may coincide with or extend beyond the Agreement term.
- **State** means the state of California and all California state agencies within it, including but not limited to commissions, boards, offices, and departments.



RECIPIENT River Delta Joint Unified	AGREEMENT NUMBER 22R4VA0909
ADDRESS River Delta Unified 160 Courtland High School Ln. Courtland, CA 95615	AGREEMENT TERM Ends 24 months after Effective Date The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION

The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

- Exhibit A – Scope of Work**
- Exhibit B – Budget**
- Exhibit C – Agreement Contacts**
- Exhibit D – Terms and Conditions**

REIMBURSABLE AMOUNT \$114,230.40
Total of REIMBURSABLE AMOUNT \$114,230.40

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
NAME Adrienne Winuk		NAME	
TITLE Contracts, Grants, and Loans Office Manager		TITLE	
CALIFORNIA ENERGY COMMISSION ADDRESS 1516 9th Street, MS 18, Sacramento, CA 95814			

**EXHIBIT A
Scope of Work**

River Delta Joint Unified 3467413000000

Total Number of Sites 3

Site Name

Mokelumne High (Continuation)
Bates Elementary
Walnut Grove Elementary

CDS Code

34674133430550
34674136033641
34674136033708

Mokelumne High (Continuation)

Category

Assessment & Maintenance
Filter
Monitor

Unit Count

4
12
4

Bates Elementary

Category

Assessment & Maintenance
Filter
Monitor

Unit Count

21
40
21

Walnut Grove Elementary

Category

Assessment & Maintenance
Filter
Monitor

Unit Count

12
28
12

**EXHIBIT B
Budget**

**River Delta Joint Unified
3467413000000**

**Total Requested Amount
\$114,230.40**

Site Name

Requested Amount

Mokelumne High (Continuation)
Bates Elementary
Walnut Grove Elementary

\$20,752.80
\$55,917.60
\$37,560.00

Mokelumne High (Continuation)

Category

Requested Amount

Assessment & Maintenance
Filter
Monitor
Contingency

\$14,000.00
\$894.00
\$2,400.00
\$3,458.80

Bates Elementary

Category

Requested Amount

Assessment & Maintenance
Filter
Monitor
Contingency

\$31,000.00
\$2,998.00
\$12,600.00
\$9,319.60

Walnut Grove Elementary

Category

Requested Amount

Assessment & Maintenance
Filter
Monitor
Contingency

\$22,000.00
\$2,100.00
\$7,200.00
\$6,260.00

Total Grant Award

\$114,230.40

Initial Payment

\$57,115.20

Final Payment

\$57,115.20

EXHIBIT C Contacts

CalSHAPE Program Staff

California Energy Commission
715 P Street
Sacramento, CA 95814
E-mail: CalSHAPE@energy.ca.gov

Confidential Deliverables/Products

Adrienne Winuk, Manager
California Energy Commission
Contracts, Grants and Loans Office
715 P Street, MS - 18
Sacramento, CA 95814
E-mail: Adrienne.Winuk@energy.ca.gov

Invoices, Progress Reports and Non-Confidential Deliverables to

Mary Hung
California Energy Commission
Accounting Office
714 P Street MS - 2
Sacramento, CA 95813
E-mail: Mary.Hung@energy.ca.gov

EXHIBIT C Contacts

LEA Contact (Primary)

Name
Address
City, State, Zip
E-mail

LEA Contact (Alternate)

Name
Address
City, State, Zip
E-mail

LEA Contact (Alternate)

Name
Address
City, State, Zip
E-mail

EXHIBIT D

CALIFORNIA SCHOOLS HEALTHY AIR, PLUMBING, AND EFFICIENCY (CALSHAPE) STANDARD GRANT TERMS AND CONDITIONS

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1. **Introduction**

This grant agreement (Agreement) between the California Energy Commission (Energy Commission, or Commission) and the Recipient is funded by the School Energy Efficiency Stimulus Program, established by Assembly Bill 841 (Ting, Chapter 372, Statutes of 2020), which in part provides grants to assess, maintain, adjust, repair, or upgrade heating, ventilation, and air conditioning systems. This grant program is referred to as the California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Ventilation Program.

This Agreement includes: (1) the Agreement signature page (**form CEC-146**); (2) the scope of work (**Exhibit A**); (3) the budget (**Exhibit B**); (4) a contacts list (**Exhibit C**); (5) these terms and conditions, which are standard requirements for CalSHAPE ventilation program grant awards (**Exhibit D**); (6) any special terms and conditions that the Energy Commission may impose to address the unique circumstances of the funded project, which take precedence in the event of a conflict with any provision of these terms and conditions (**Exhibit E**); (7) all attachments; and (8) all documents incorporated by reference.

All work and expenditure of Commission-reimbursed funds must occur prior to the Agreement term end date specified on the CEC-146 form.

2. **Documents Incorporated by Reference**

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsections (f) and (g) below. Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

Funding Documents

- a. The notice of funding availability for the project supported by this Agreement
- b. The Recipient's application submitted in response to the notice of funding availability

Program Guidelines

- c. CalSHAPE Ventilation Program Commission Guidelines, available at <https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>

Federal Cost Principles (*applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations*)

- d. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

Federal Acquisition Regulations (*applicable to commercial organizations*)

- e. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

Nondiscrimination

- f. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

General Laws

- g. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

3. **Standard of Performance**

In performing work under the Agreement, the Recipient, its subcontractors, and their employees are responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures for the type of work performed.

4. **Due Diligence**

- a. The Recipient must take timely actions that, taken collectively, move this project to completion.
- b. Energy Commission staff will periodically evaluate the project schedule for completion of Scope of Work tasks. This evaluation may include but not be limited to random checks of project progress at periodic intervals set by the Energy Commission. Recipients subject to a project check must complete a progress report using a template prepared by the Energy Commission to provide information on the project status and expected completion date.
- c. If Energy Commission staff determines that: (1) the Recipient is not diligently completing the tasks in the Scope of Work; or (2) the time remaining in this Agreement is insufficient to complete all project tasks by the Agreement end date, Energy Commission staff may recommend that this Agreement be terminated, and the Commission may terminate this Agreement without prejudice to any of its other remedies.

5. **Products**

- a. **“Products”** are any tangible item specified for delivery to the Energy Commission in the Scope of Work, such as reports and summaries. The Recipient will submit all products identified in the Scope of Work to Energy Commission staff, in the manner and form specified in the Scope of Work.

If Energy Commission staff determines that a product is substandard given its description and intended use as described in this Agreement, Energy Commission staff, without prejudice to any of the Commission’s other remedies, may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.

- b. **Failure to Submit Products**

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

- c. **Legal Statements on Products**

All documents that result from work funded by this Agreement and are released to the public must include the following statement to ensure no Commission endorsement of documents:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. Neither the Commission, the State of California, nor the Commission's employees, contractors, or subcontractors makes any warranty, express or implied, or assumes any legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights. This document has not been approved or disapproved by the Commission, nor has the Commission passed upon the accuracy of the information in this document.

6. Amendments

a. Procedure for Requesting Extensions

The Recipient must submit a written request to the CalSHAPE Program for a one-time only extension to the Agreement, not to exceed six-months nor the final program reporting deadline date of June 1, 2026. The request must include:

- A brief summary of the proposed extension; and
- A brief summary of the reason(s) for the extension

b. Approval of Changes

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 16 of these terms. No oral understanding or agreement is binding on any of the parties.

7. Contracting and Procurement Procedures

This section provides general requirements for agreements entered into between the Recipient and subcontractors for the performance of this Agreement.

a. Contractor's Obligations to Subcontractors

1) The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into for the performance of this Agreement.

2) Nothing contained in this Agreement or otherwise creates any contractual relation between the Commission and any subcontractors, and no subcontract may relieve the Recipient of its responsibilities under this Agreement. The Recipient agrees to be as fully responsible to the Commission for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient.

The Recipient's obligation to pay its subcontractors is an independent obligation from the Commission's obligation to make payments to the Recipient. As a result, the Commission has no obligation to pay or enforce the payment of any funds to any subcontractor.

3) The Recipient is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Agreement.

b. Flow-Down Provisions

Subcontracts funded in whole or in part by this Agreement must include language conforming to the provisions below, unless the subcontracts are entered into by the University of California (UC) or the U.S. Department of Energy (DOE) national laboratories. UC may use the terms and conditions negotiated by the Energy Commission with UC for its subcontracts. DOE national laboratories may use the terms and conditions negotiated with DOE (please contact the Commission Grants Officer for these terms).

- Standard of Performance (Section 3)
- Legal Statements on Products (included in Section 5, "Products")
- Prevailing Wage (Section 10)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Indemnification (Section 17)
- Intellectual Property (Section 20)
- Access to Sites and Records (included in Section 22, "General Provisions")
- Nondiscrimination (included in Section 23, "Certifications and Compliance")
- Survival of the following sections:
 - Equipment (Section 14)
 - Recordkeeping, Cost Accounting, and Auditing (Section 11)
 - Intellectual Property (Section 20)
 - Access to Sites and Records (included in Section 22, "General Provisions")

Subcontracts funded in whole or in part by this Agreement must also include the following:

- A clear and accurate description of the material, products, or services to be procured.
- A detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors breach contract terms, in addition to sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of the Commission.

c. Audits

All subcontracts entered into for the performance of this Agreement are subject to examination and audit by the Energy Commission, Bureau of State Audits, or the California Public Utilities Commission for a period of three (3) years after payment of the Recipient's final invoice under this Agreement.

d. Copies of Subcontracts

The Recipient must provide a copy of its subcontracts upon request by the Energy Commission.

e. Conflicting Subcontract Terms

Prior to the execution of this Agreement, the Recipient will notify the CalSHAPE Program of any known or reasonably foreseeable conflicts between this Agreement and its agreements with any subcontractors (e.g., conflicting intellectual property or payment terms). If the Recipient discovers any such conflicts after the execution of this Agreement, it will notify the CalSHAPE Program of the conflict within fifteen (15) days of discovery. The Energy Commission may, without prejudice to its other remedies, terminate this Agreement if any conflict impairs or diminishes its value.

f. Penalties for Noncompliance

Without limiting the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

8. Payment of Funds

a. Timing of Payment

See Chapter 3, Section G, Timing of Payment, of the CalSHAPE Ventilation Commission Guidelines.

Final payment will only be made after the Energy Commission: (1) receives and approves the Recipient's final reporting; and (2) receives and accepts all other required documentation necessary for the Energy Commission to determine the total final amount due to the Recipient, based on actual and allowable Incurred Costs and Paid Costs under this Agreement, up to the total grant award amount.

Without limiting any other rights and remedies available to the Energy Commission, Recipient must return funds to the Energy Commission received under this Agreement if, for example, the Recipient was overpaid in the first payment, did not complete the project, or did not meet other program requirements.

b. Reimbursable Cost Requirements

In addition to any other requirements in this Agreement, the Energy Commission is only obligated to reimburse the Recipient for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement's Budget; and (4) actual and allowable expenses under this Agreement.

ALL of the items in the Budget are capped amounts (i.e., maximums), and the Recipient can only bill its ACTUAL amount up to capped amounts listed in the Budget. For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. If the actual rates exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

c. Payment Requests

Recipient agrees and acknowledges that time is of the essence in submitting the final payment request. The Commission has a limited period of time, set by law, in which it can reimburse funds under this Agreement. Without prejudice to the Commission's other rights, the Recipient risks not receiving any funds, and relieves the Commission of any duty and liability whatsoever to pay, for any payment requests received after the end of the Agreement.

d. Invoice Approval and Disputes:

Payment is subject to Energy Commission staff's approval. Payments will be made to the Recipient for undisputed invoices. An undisputed invoice is an invoice submitted by the Recipient for work performed, for which project expenditures and products meet all Agreement conditions, and for which additional evidence is not required to determine its validity.

The invoice will be disputed if all products due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed, the Recipient will be notified by the CEC.

e. Multiple Non-Energy Commission Funding Sources:

No payment will be made for costs identified in recipient invoices that have been or will be reimbursed by another source, including but not limited to an agreement with another government entity.

"Government Entity" means: (1) a state governmental agency; (2) a state college or university; (3) a local government entity or agency, including those created as a Joint Powers Authority; (4) an auxiliary organization of the California State University or a California community college; (5) the federal government; (6) a foundation organized to support the Board of Governors of the California Community Colleges; and (7) an auxiliary organization of the Student Aid Commission established under California Education Code Section 69522.

f. Reduced funding:

If the Energy Commission does not receive sufficient funds under the Budget Act or from the investor-owned utility administrators of the CalSHAPE program to fully fund the work identified in Exhibit A (Scope of Work), the following will occur:

- 1) If the Energy Commission has received a reduced amount of funds for the work, it may: (1) offer an Agreement amendment to the Recipient to reflect the reduced amount; or (2) cancel this Agreement (with no liability occurring to the State).
- 2) If the Energy Commission has received no funds for the work identified in Exhibit A: (1) this Agreement will be of no force and effect; (2) the State will have no obligation to pay any funds to the Recipient; and (3) the Recipient will have no obligation to perform any work under this Agreement.

g. Allowability of Costs

- 1) Allowable Costs

The costs for which the Recipient will be reimbursed under this Agreement include all costs, direct and indirect, incurred in the performance of the work identified in the Scope of Work. Costs must be incurred within the Agreement term. Factors to be considered in determining whether an individual item of cost is allowable include: (i) reasonableness of the item, including necessity of the item for the work; (ii) applicable federal cost principles or acquisition regulations incorporated by reference in Section 2 of this Agreement; and (iii) the terms and conditions of this Agreement.

2) Unallowable Costs

See Chapter 3, Section I, Ineligible Costs, of the CalSHAPE Ventilation Program Commission Guidelines.

3) Except as provided for in this Agreement or applicable California law or regulations, the Recipient will use the federal cost principles and/or acquisition regulations incorporated by reference in Section 2 of this Agreement when determining allowable and unallowable costs. In the event of a conflict, this Agreement takes precedence over the federal cost principles and/or acquisition regulations.

h. Final Invoice for Remaining Funds

See Chapter 4, Section C, Final Documentation and Invoice for Remaining Funds, of the CalSHAPE Ventilation Program Commission Guidelines. The Recipient must submit all invoices electronically by uploading them to the CalSHAPE Online System, which is found at <https://calshape.energy.ca.gov/>.

i. If the Recipient has not otherwise provided to the Commission documentation showing the Recipient's payment of Incurred Costs, the Recipient shall provide such documentation as soon as possible and not later than three working days from a request from Commission personnel.

j. Certification

The following certification will be included on each payment request form and signed by the Recipient's authorized officer:

The documents included in this request for payment are true and correct to the best of my knowledge and I have authority to submit this request. I certify that reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract, or other procurement method. For projects considered to be a public work, prevailing wages were paid to eligible workers who provided labor for the work covered by this invoice; the Recipient and all subcontractors have complied with prevailing wage laws.

9. **Reserved**

10. **Prevailing Wage**

a. Requirement

Projects funded by the Energy Commission often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000. Such projects might be considered “public works” under the California Labor Code (See California Labor Code Section 1720 et seq. and Title 8 California Code of Regulations, Section 16000 et seq.). Public works projects require the payment of prevailing wages. Prevailing wage rates can be significantly higher than non-prevailing wage rates.

b. Determination of Project’s Status

Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction may issue legally binding determinations that a particular project is or is not a public work. If the Recipient is unsure whether the project funded by the Agreement is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from DIR or an appropriate court. As such processes can be time consuming, it may not be possible to obtain a timely determination before the date for performance of the Agreement.

By accepting this grant, the Recipient is fully responsible for complying with all California public works requirements, including but not limited to payment of prevailing wage. As a material term of this grant, the Recipient must either:

- 1) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work; or
- 2) Assume that the project is a public work and ensure that:
 - Prevailing wages are paid unless and until DIR or a court of competent jurisdiction determines that the project is not a public work;
 - The project budget for labor reflects these prevailing wage requirements; and
 - The project complies with all other requirements of prevailing wage law, including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.

California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when such payment is required.

c. Subcontractors and Flow-down Requirements

The Recipient will ensure that its subcontractors also comply with the public works/prevailing wage requirements above. The Recipient will ensure that all agreements with its subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. The Recipient is responsible for any failure of its subcontractors to comply with California prevailing wage and public works laws.

d. Indemnification and Breach

Any failure of the Recipient or its subcontractors to comply with the above requirements will constitute breach of this Agreement which excuses the Commission's performance of this Agreement at the Commission's option, and will be at the Recipient's sole risk. In such a case, the Commission will refuse payment to the Recipient of any amount under this award and the Commission will be released, at its option, from any further performance of this Agreement or any portion thereof. The Recipient will indemnify the Energy Commission and hold it harmless for any and all financial consequences arising out of or resulting from the failure of the Recipient and/or any of its subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

e. Budget

The Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, the Recipient may wish to contact DIR or a qualified labor attorney for guidance.

f. Covered Trades

For public works projects, the Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

g. Questions

If the Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship, or other significant requirements of California prevailing wage law, the Recipient should consult DIR and/or a qualified labor attorney before entering into this Agreement.

h. Certification

The Recipient will certify to the Energy Commission on each payment request form either that: (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws; or (b) the project is not a public work requiring the payment of prevailing wages. In the latter case, the Recipient will provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient will submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent this certificate, the Recipient will have no right to any funds under this Agreement, and Commission will be relieved of any obligation to pay any funds.

11. Recordkeeping, Cost Accounting, and Auditing

a. Cost Accounting

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the project and any match-funded portion of the project. The Commission or its agent will have the right to examine the Recipient's books of accounts at all reasonable times, to the extent necessary to verify the accuracy of the Recipient's reports.

b. Accounting Procedures

The Recipient's costs will be determined on the basis of its accounting system procedures and practices employed as of the effective date of this Agreement, provided that the Recipient uses generally accepted accounting principles and cost reimbursement practices. The Recipient's cost accounting practices used in accumulating and reporting costs during the performance of this Agreement will be consistent with the practices used in estimating costs for any proposal to which this Agreement relates; provided that such practices are consistent with the other terms of this Agreement and that such costs may be accumulated and reported in greater detail during performance of this Agreement.

The Recipient's accounting system will distinguish between direct and indirect costs. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to costs incurred under this Agreement.

c. Inspections, Assessment, and Studies

If selected, the Recipient must cooperate with and participate in the following:

- 1) An assessment of a funded project's greenhouse gas reductions and energy savings. This may include, but is not limited to, requests from Energy Commission staff or its delegate for data, project and equipment information, and reasonable access to the project site to assist with determining greenhouse gas reductions and energy savings attributable to the funded project. Costs associated with any activities associated with such an assessment will not be funded by a CalSHAPE Program grant.
- 2) A site inspection and verification of installation and operation of new fixtures and appliances. This may include, but is not limited to, providing Energy Commission staff or its delegates reasonable access to the funded project site to inspect and verify installation and operation. Recipient understands that any such inspection and verification by Energy Commission staff or its delegates is not a safety inspection.
- 3) A measurement and evaluation study that will be used to analyze current program performance and improve future program designs. This may include but is not limited to providing Energy Commission staff or its delegates data, project and equipment information, and reasonable access to the funded project site.

d. Audit Rights

The Recipient will maintain books, records, documents, and other evidence, based on the procedures set forth above, sufficient to reflect properly all costs claimed to have been incurred in the performance of this Agreement. The Energy Commission, another state agency, and/or a public accounting firm designated by the Energy Commission may audit the Recipient's accounting records at all reasonable times, with prior notice by the Energy Commission.

It is the intent of the parties that the audits will ordinarily be performed not more frequently than once every twelve (12) months during the performance of the work and once at any time within three (3) years after payment by the Energy Commission of the Recipient's final invoice. However, performance of any such interim audits by the Energy Commission does not preclude further audit. The Energy Commission may audit books, records, documents, and other evidence relevant to the Recipient's royalty payment obligations (see Section 21) for a period of ten (10) years after payment of the Recipient's final invoice.

The Recipient will allow the auditor(s) to access such records during normal business hours, and will allow interviews of any employees who might reasonably have information related to such records. The Recipient will include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

e. Refund to the Energy Commission

If the Energy Commission determines that any invoiced and paid amounts exceed the actual allowable incurred costs, the Recipient will repay the amounts to the Energy Commission within thirty (30) days of request or as otherwise agreed by the Energy Commission and the Recipient. If the Energy Commission does not receive such repayments, it will be entitled to take any actions enforce any remedies available to it, such as withholding further payments to the Recipient and seeking repayment from the Recipient.

f. Audit Cost

The Recipient will bear its cost of participating in any audit (e.g., mailing or travel expenses). The Energy Commission will bear the cost of conducting the audit unless the audit reveals an error detrimental to the Energy Commission that exceeds more than ten percent (10%) or \$5,000 (whichever is greater) of the amount audited. The Recipient will pay the refund as specified in subsection (d), and will reimburse the Energy Commission for reasonable costs and expenses incurred by the Commission in conducting the audit.

g. Match or Cost Share

If the budget includes a match share requirement, the Recipient's commitment of resources, as described in this Agreement, is a required expenditure for receipt of Energy Commission funds. The funds will be released only if the required match percentages are expended. The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind, non-cash services), and report on match share expenditures on its request for payment.

12. Workers' Compensation Insurance

- a. The Recipient warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CalSHAPE Program satisfactory evidence of this insurance upon the CalSHAPE Program's request.
- b. If the Recipient is self-insured for worker's compensation, it warrants that the self-insurance is permissible under the laws of the State of California and agrees to furnish to the CalSHAPE Program satisfactory evidence of the insurance upon the CalSHAPE Program's request.

13. Permits and Clearances

The Recipient is responsible for ensuring that all necessary permits and environmental documents are prepared and that clearances are obtained from the appropriate agencies.

14. Equipment

Title to equipment acquired by the Recipient with grant funds will vest in the Recipient. The Recipient may use the equipment in the project or program for which it was acquired as long as needed, regardless of whether the project or program continues to be supported by grant funds. However, the Recipient may not sell, lease, or encumber the property (i.e., place a legal burden on the property such as a lien) during the Agreement term without Energy Commission Staff's prior written approval.

The Recipient may refer to the applicable federal regulations incorporated by reference in this Agreement for guidance regarding additional equipment requirements.

15. Stop Work

Energy Commission staff may, at any time by written notice to the Recipient, require the Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, noncompliance with the standard of performance, out of scope work, project delays, and misrepresentations.

- a. Compliance. Upon receipt of a stop work order, the Recipient must immediately take all necessary steps to comply with the order and to stop the incurrence of costs allocable to the Energy Commission.
- b. Canceling a Stop Work Order. The Recipient may resume the work only upon receipt of written instructions from Energy Commission staff.

16. Termination

a. Purpose

Because the Energy Commission is a state entity and provides funding on behalf of all California ratepayers, it must be able to terminate the Agreement upon the default of the Recipient and to proceed with the work required under the Agreement in any manner it deems proper. The Recipient agrees that upon any of the events triggering the termination of the Agreement by the Energy Commission, the Energy Commission has the right to terminate the Agreement, and it would constitute bad faith of the Recipient to interfere with the immediate termination of the Agreement by the Energy Commission.

b. With Cause

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations. The Recipient will relinquish possession of equipment purchased for this Agreement with Energy Commission funds to the Commission, or the Recipient may purchase the equipment as provided by the terms of this Agreement, with approval of the Energy Commission.

The term "for cause" includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

c. Without Cause

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

17. Indemnification

To the extent allowed under California law, the Recipient will indemnify, defend, and hold harmless the state (including the Energy Commission) and state officers, agents, and employees from any and all claims and losses in connection with the performance of this Agreement.

18. Reserved

19. Reserved

20. Intellectual Property

- a. The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

“Intellectual property” means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- b. The Energy Commission owns all products identified in the Scope of Work, with the exception of products that fall within the definition of “intellectual property.”

“Product” means any tangible item specified for delivery to the Energy Commission in the Scope of Work.

- c. Both the Energy Commission and the California Public Utilities Commission have a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes, including but not limited to providing data and reports to the California Public Utilities Commission, State legislature, and Utilities and using data for the development of future programs.

- d. Intellectual Property Indemnity

The Recipient may not, in supplying work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party, and will take reasonable actions to avoid infringement.

To the extent allowed under California law, the Recipient will defend and indemnify the Energy Commission and the California Public Utilities Commission from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Recipient or its employees, subcontractors, or agents in connection with or related to the products or the Recipient's performance under this Agreement.

21. Reserved

22. General Provisions

a. Governing Law

This Agreement is governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

In the performance of this Agreement, the Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the State of California.

c. Assignment

This Agreement is not assignable or transferable by the Recipient either in whole or in part without the consent of the Energy Commission in the form of an amendment.

d. Timeliness

Time is of the essence in this Agreement.

e. Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

f. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

g. Assurances

The Commission reserves the right to seek further written assurances from the Recipient and its team that the work under this Agreement will be performed in accordance with the terms of the Agreement.

h. Change in Business

- 1) The Recipient will promptly notify the Energy Commission of the occurrence of any of the following:
 - a) A change of address.
 - b) A change in business name or ownership.
 - c) The existence of any litigation or other legal proceeding affecting the project or Agreement.

- d) The occurrence of any casualty or other loss to project personnel, equipment, or third parties.
 - e) Receipt of notice of any claim or potential claim against the Recipient for patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Energy Commission's rights.
- 2) The Recipient must provide the CalSHAPE Program with written notice of a planned change or reorganization of the type of business entity under which it does business. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. If the Energy Commission does not seek to amend this Agreement or enter into a new agreement with the changed or new entity for any reason (including that the Commission is not satisfied that the new entity can perform in the same manner as the Recipient), it may terminate this Agreement as provided in the "Termination" section.
- i. Access to Sites and Records
Energy Commission and California Public Utilities Commission staff and representatives will have reasonable access to all project sites and to all records related to this Agreement.
 - j. Prior Dealings, Custom, or Trade Usage
These terms and conditions may not be modified or supplemented by prior dealings, custom, or trade usage.
 - k. Survival of Terms
Certain provisions will survive the completion or termination date of this Agreement for any reason. The provisions include but are not limited to:
 - Legal Statements on Products (included in Section 5, "Products")
 - Payment of Funds (Section 8)
 - Recordkeeping, Cost Accounting, and Auditing (Section 11)
 - Equipment (Section 14)
 - Termination (Section 16)
 - Indemnification (Section 17)
 - Intellectual Property (Section 20)
 - Change in Business (see this section)
 - Access to Sites and Records (see this section)

23. *Certifications and Compliance*

- a. Federal, State, and Local Laws

The Recipient must obtain all required permits and shall comply with all applicable federal, state and local laws, codes, rules, and regulations for all work performed under the Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient will include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation, and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
 - Will receive a copy of the company's drug-free policy statement; and
 - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. National Labor Relations Board Certification (Not applicable to public entities)

The Recipient, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Recipient within the immediately preceding two year period because of the Recipient's failure to comply with an order of a federal court that orders the Recipient to comply with an order of the National Labor Relations Board.

e. Child Support Compliance Act (Applicable to California Employers)

For any agreement in excess of \$100,000, the Recipient acknowledges that:

- 1) It recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- 2) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

f. Air or Water Pollution Violation

Under state laws, the Recipient will not be:

- 1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- 2) Subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- 3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

g. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

24. Reserved

25. Commission Remedies for Recipient's Non-Compliance

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

26. Definitions

- **Agreement Term** means the length of this Agreement, as specified on the Agreement signature page (form CEC-146).
- **Data** means any recorded information that relates to the project funded by the Agreement, whether created or collected before or after the Agreement's effective date.
- **Effective Date** means the date on which this Agreement is signed by the last party required to sign, provided that signature occurs after the Agreement has been approved by the Energy Commission at a business meeting or by the Executive Director or his/her designee.
- **Equipment** means products, objects, machinery, apparatus, implements, or tools that are purchased or constructed with Energy Commission funds for the project, and that have a useful life of at least one year and an acquisition unit cost of at least \$5,000. "Equipment" includes products, objects, machinery, apparatus, implements, or tools that are composed by over thirty percent (30%) of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project will terminate at the end of the normal useful life of the equipment purchased and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of the equipment.
- **Intellectual Property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

"Works of authorship" does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.
- **Invention** means intellectual property that is patentable.
- **Match Funds** means cash or in-kind (i.e., non-cash) contributions provided by the Recipient or a third party for a project funded by the Energy Commission. If this Agreement resulted from a solicitation, refer to the solicitation's discussion of match funding for guidelines specific to the project.

- **Materials** means the substances used to construct, or as part of, a finished object, commodity, device, article, or product and that does not meet the definition of Equipment.
- **Ownership** means exclusive possession of all rights to property, including the right to use and transfer property.
- **Product** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.
- **Project** means the entire effort undertaken and planned by the Recipient and consisting of the work funded by the Energy Commission. The project may coincide with or extend beyond the Agreement term.
- **State** means the state of California and all California state agencies within it, including but not limited to commissions, boards, offices, and departments.



RECIPIENT River Delta Joint Unified	AGREEMENT NUMBER 22R3VA1290
ADDRESS River Delta Unified 160 Courtland High School Ln. Courtland, CA 95615	AGREEMENT TERM Ends 24 months after Effective Date The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION

The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

- Exhibit A** – Scope of Work
- Exhibit B** – Budget
- Exhibit C** – Agreement Contacts
- Exhibit D** – Terms and Conditions

REIMBURSABLE AMOUNT \$10,483.20
Total of REIMBURSABLE AMOUNT \$10,483.20

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
NAME Adrienne Winuk		NAME	
TITLE Contracts, Grants, and Loans Office Manager		TITLE	
CALIFORNIA ENERGY COMMISSION ADDRESS 1516 9th Street, MS 18, Sacramento, CA 95814			

**EXHIBIT A
Scope of Work**

River Delta Joint Unified 3467413000000

Total Number of Sites 1

Site Name

River Delta Community Day

CDS Code

34674130107383

River Delta Community Day

Category

Assessment & Maintenance

Filter

Monitor

Unit Count

5

10

5

**EXHIBIT B
Budget**

**River Delta Joint Unified
3467413000000**

**Total Requested Amount
\$10,483.20**

Site Name
River Delta Community Day

Requested Amount
\$10,483.20

**River Delta Community Day
Category**

Requested Amount

Assessment & Maintenance
Filter
Monitor
Contingency

\$5,000.00
\$736.00
\$3,000.00
\$1,747.20

Total Grant Award

\$10,483.20

Initial Payment

\$5,241.60

Final Payment

\$5,241.60

EXHIBIT C Contacts

CalSHAPE Program Staff

California Energy Commission
715 P Street
Sacramento, CA 95814
E-mail: CalSHAPE@energy.ca.gov

Confidential Deliverables/Products

Adrienne Winuk, Manager
California Energy Commission
Contracts, Grants and Loans Office
715 P Street, MS - 18
Sacramento, CA 95814
E-mail: Adrienne.Winuk@energy.ca.gov

Invoices, Progress Reports and Non-Confidential Deliverables to

Mary Hung
California Energy Commission
Accounting Office
714 P Street MS - 2
Sacramento, CA 95813
E-mail: Mary.Hung@energy.ca.gov

EXHIBIT C Contacts

LEA Contact (Primary)

Name
Address
City, State, Zip
E-mail

LEA Contact (Alternate)

Name
Address
City, State, Zip
E-mail

LEA Contact (Alternate)

Name
Address
City, State, Zip
E-mail

EXHIBIT D

**CALIFORNIA SCHOOLS HEALTHY AIR, PLUMBING, AND EFFICIENCY
(CALSHAPE) STANDARD GRANT TERMS AND CONDITIONS**

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1. **Introduction**

This grant agreement (Agreement) between the California Energy Commission (Energy Commission, or Commission) and the Recipient is funded by the School Energy Efficiency Stimulus Program, established by Assembly Bill 841 (Ting, Chapter 372, Statutes of 2020), which in part provides grants to assess, maintain, adjust, repair, or upgrade heating, ventilation, and air conditioning systems. This grant program is referred to as the California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Ventilation Program.

This Agreement includes: (1) the Agreement signature page (**form CEC-146**); (2) the scope of work (**Exhibit A**); (3) the budget (**Exhibit B**); (4) a contacts list (**Exhibit C**); (5) these terms and conditions, which are standard requirements for CalSHAPE ventilation program grant awards (**Exhibit D**); (6) any special terms and conditions that the Energy Commission may impose to address the unique circumstances of the funded project, which take precedence in the event of a conflict with any provision of these terms and conditions (**Exhibit E**); (7) all attachments; and (8) all documents incorporated by reference.

All work and expenditure of Commission-reimbursed funds must occur prior to the Agreement term end date specified on the CEC-146 form.

2. **Documents Incorporated by Reference**

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsections (f) and (g) below. Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

Funding Documents

- a. The notice of funding availability for the project supported by this Agreement
- b. The Recipient's application submitted in response to the notice of funding availability

Program Guidelines

- c. CalSHAPE Ventilation Program Commission Guidelines, available at <https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>

Federal Cost Principles (*applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations*)

- d. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

Federal Acquisition Regulations (*applicable to commercial organizations*)

- e. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

Nondiscrimination

- f. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

General Laws

- g. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

3. **Standard of Performance**

In performing work under the Agreement, the Recipient, its subcontractors, and their employees are responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures for the type of work performed.

4. **Due Diligence**

- a. The Recipient must take timely actions that, taken collectively, move this project to completion.
- b. Energy Commission staff will periodically evaluate the project schedule for completion of Scope of Work tasks. This evaluation may include but not be limited to random checks of project progress at periodic intervals set by the Energy Commission. Recipients subject to a project check must complete a progress report using a template prepared by the Energy Commission to provide information on the project status and expected completion date.
- c. If Energy Commission staff determines that: (1) the Recipient is not diligently completing the tasks in the Scope of Work; or (2) the time remaining in this Agreement is insufficient to complete all project tasks by the Agreement end date, Energy Commission staff may recommend that this Agreement be terminated, and the Commission may terminate this Agreement without prejudice to any of its other remedies.

5. **Products**

- a. **“Products”** are any tangible item specified for delivery to the Energy Commission in the Scope of Work, such as reports and summaries. The Recipient will submit all products identified in the Scope of Work to Energy Commission staff, in the manner and form specified in the Scope of Work.

If Energy Commission staff determines that a product is substandard given its description and intended use as described in this Agreement, Energy Commission staff, without prejudice to any of the Commission’s other remedies, may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.

- b. **Failure to Submit Products**

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

- c. **Legal Statements on Products**

All documents that result from work funded by this Agreement and are released to the public must include the following statement to ensure no Commission endorsement of documents:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. Neither the Commission, the State of California, nor the Commission's employees, contractors, or subcontractors makes any warranty, express or implied, or assumes any legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights. This document has not been approved or disapproved by the Commission, nor has the Commission passed upon the accuracy of the information in this document.

6. Amendments

a. Procedure for Requesting Extensions

The Recipient must submit a written request to the CalSHAPE Program for a one-time only extension to the Agreement, not to exceed six-months nor the final program reporting deadline date of June 1, 2026. The request must include:

- A brief summary of the proposed extension; and
- A brief summary of the reason(s) for the extension

b. Approval of Changes

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 16 of these terms. No oral understanding or agreement is binding on any of the parties.

7. Contracting and Procurement Procedures

This section provides general requirements for agreements entered into between the Recipient and subcontractors for the performance of this Agreement.

a. Contractor's Obligations to Subcontractors

1) The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into for the performance of this Agreement.

2) Nothing contained in this Agreement or otherwise creates any contractual relation between the Commission and any subcontractors, and no subcontract may relieve the Recipient of its responsibilities under this Agreement. The Recipient agrees to be as fully responsible to the Commission for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient.

The Recipient's obligation to pay its subcontractors is an independent obligation from the Commission's obligation to make payments to the Recipient. As a result, the Commission has no obligation to pay or enforce the payment of any funds to any subcontractor.

3) The Recipient is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Agreement.

b. Flow-Down Provisions

Subcontracts funded in whole or in part by this Agreement must include language conforming to the provisions below, unless the subcontracts are entered into by the University of California (UC) or the U.S. Department of Energy (DOE) national laboratories. UC may use the terms and conditions negotiated by the Energy Commission with UC for its subcontracts. DOE national laboratories may use the terms and conditions negotiated with DOE (please contact the Commission Grants Officer for these terms).

- Standard of Performance (Section 3)
- Legal Statements on Products (included in Section 5, "Products")
- Prevailing Wage (Section 10)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Indemnification (Section 17)
- Intellectual Property (Section 20)
- Access to Sites and Records (included in Section 22, "General Provisions")
- Nondiscrimination (included in Section 23, "Certifications and Compliance")
- Survival of the following sections:
 - Equipment (Section 14)
 - Recordkeeping, Cost Accounting, and Auditing (Section 11)
 - Intellectual Property (Section 20)
 - Access to Sites and Records (included in Section 22, "General Provisions")

Subcontracts funded in whole or in part by this Agreement must also include the following:

- A clear and accurate description of the material, products, or services to be procured.
- A detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors breach contract terms, in addition to sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of the Commission.

c. Audits

All subcontracts entered into for the performance of this Agreement are subject to examination and audit by the Energy Commission, Bureau of State Audits, or the California Public Utilities Commission for a period of three (3) years after payment of the Recipient's final invoice under this Agreement.

d. Copies of Subcontracts

The Recipient must provide a copy of its subcontracts upon request by the Energy Commission.

e. Conflicting Subcontract Terms

Prior to the execution of this Agreement, the Recipient will notify the CalSHAPE Program of any known or reasonably foreseeable conflicts between this Agreement and its agreements with any subcontractors (e.g., conflicting intellectual property or payment terms). If the Recipient discovers any such conflicts after the execution of this Agreement, it will notify the CalSHAPE Program of the conflict within fifteen (15) days of discovery. The Energy Commission may, without prejudice to its other remedies, terminate this Agreement if any conflict impairs or diminishes its value.

f. Penalties for Noncompliance

Without limiting the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

8. Payment of Funds

a. Timing of Payment

See Chapter 3, Section G, Timing of Payment, of the CalSHAPE Ventilation Commission Guidelines.

Final payment will only be made after the Energy Commission: (1) receives and approves the Recipient's final reporting; and (2) receives and accepts all other required documentation necessary for the Energy Commission to determine the total final amount due to the Recipient, based on actual and allowable Incurred Costs and Paid Costs under this Agreement, up to the total grant award amount.

Without limiting any other rights and remedies available to the Energy Commission, Recipient must return funds to the Energy Commission received under this Agreement if, for example, the Recipient was overpaid in the first payment, did not complete the project, or did not meet other program requirements.

b. Reimbursable Cost Requirements

In addition to any other requirements in this Agreement, the Energy Commission is only obligated to reimburse the Recipient for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement's Budget; and (4) actual and allowable expenses under this Agreement.

ALL of the items in the Budget are capped amounts (i.e., maximums), and the Recipient can only bill its ACTUAL amount up to capped amounts listed in the Budget. For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. If the actual rates exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

c. Payment Requests

Recipient agrees and acknowledges that time is of the essence in submitting the final payment request. The Commission has a limited period of time, set by law, in which it can reimburse funds under this Agreement. Without prejudice to the Commission's other rights, the Recipient risks not receiving any funds, and relieves the Commission of any duty and liability whatsoever to pay, for any payment requests received after the end of the Agreement.

d. Invoice Approval and Disputes:

Payment is subject to Energy Commission staff's approval. Payments will be made to the Recipient for undisputed invoices. An undisputed invoice is an invoice submitted by the Recipient for work performed, for which project expenditures and products meet all Agreement conditions, and for which additional evidence is not required to determine its validity.

The invoice will be disputed if all products due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed, the Recipient will be notified by the CEC.

e. Multiple Non-Energy Commission Funding Sources:

No payment will be made for costs identified in recipient invoices that have been or will be reimbursed by another source, including but not limited to an agreement with another government entity.

"Government Entity" means: (1) a state governmental agency; (2) a state college or university; (3) a local government entity or agency, including those created as a Joint Powers Authority; (4) an auxiliary organization of the California State University or a California community college; (5) the federal government; (6) a foundation organized to support the Board of Governors of the California Community Colleges; and (7) an auxiliary organization of the Student Aid Commission established under California Education Code Section 69522.

f. Reduced funding:

If the Energy Commission does not receive sufficient funds under the Budget Act or from the investor-owned utility administrators of the CalSHAPE program to fully fund the work identified in Exhibit A (Scope of Work), the following will occur:

- 1) If the Energy Commission has received a reduced amount of funds for the work, it may: (1) offer an Agreement amendment to the Recipient to reflect the reduced amount; or (2) cancel this Agreement (with no liability occurring to the State).
- 2) If the Energy Commission has received no funds for the work identified in Exhibit A: (1) this Agreement will be of no force and effect; (2) the State will have no obligation to pay any funds to the Recipient; and (3) the Recipient will have no obligation to perform any work under this Agreement.

g. Allowability of Costs

- 1) Allowable Costs

The costs for which the Recipient will be reimbursed under this Agreement include all costs, direct and indirect, incurred in the performance of the work identified in the Scope of Work. Costs must be incurred within the Agreement term. Factors to be considered in determining whether an individual item of cost is allowable include: (i) reasonableness of the item, including necessity of the item for the work; (ii) applicable federal cost principles or acquisition regulations incorporated by reference in Section 2 of this Agreement; and (iii) the terms and conditions of this Agreement.

2) Unallowable Costs

See Chapter 3, Section I, Ineligible Costs, of the CalSHAPE Ventilation Program Commission Guidelines.

3) Except as provided for in this Agreement or applicable California law or regulations, the Recipient will use the federal cost principles and/or acquisition regulations incorporated by reference in Section 2 of this Agreement when determining allowable and unallowable costs. In the event of a conflict, this Agreement takes precedence over the federal cost principles and/or acquisition regulations.

h. Final Invoice for Remaining Funds

See Chapter 4, Section C, Final Documentation and Invoice for Remaining Funds, of the CalSHAPE Ventilation Program Commission Guidelines. The Recipient must submit all invoices electronically by uploading them to the CalSHAPE Online System, which is found at <https://calshape.energy.ca.gov/>.

i. If the Recipient has not otherwise provided to the Commission documentation showing the Recipient's payment of Incurred Costs, the Recipient shall provide such documentation as soon as possible and not later than three working days from a request from Commission personnel.

j. Certification

The following certification will be included on each payment request form and signed by the Recipient's authorized officer:

The documents included in this request for payment are true and correct to the best of my knowledge and I have authority to submit this request. I certify that reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract, or other procurement method. For projects considered to be a public work, prevailing wages were paid to eligible workers who provided labor for the work covered by this invoice; the Recipient and all subcontractors have complied with prevailing wage laws.

9. **Reserved**

10. **Prevailing Wage**

a. Requirement

Projects funded by the Energy Commission often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000. Such projects might be considered “public works” under the California Labor Code (See California Labor Code Section 1720 et seq. and Title 8 California Code of Regulations, Section 16000 et seq.). Public works projects require the payment of prevailing wages. Prevailing wage rates can be significantly higher than non-prevailing wage rates.

b. Determination of Project’s Status

Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction may issue legally binding determinations that a particular project is or is not a public work. If the Recipient is unsure whether the project funded by the Agreement is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from DIR or an appropriate court. As such processes can be time consuming, it may not be possible to obtain a timely determination before the date for performance of the Agreement.

By accepting this grant, the Recipient is fully responsible for complying with all California public works requirements, including but not limited to payment of prevailing wage. As a material term of this grant, the Recipient must either:

- 1) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work; or
- 2) Assume that the project is a public work and ensure that:
 - Prevailing wages are paid unless and until DIR or a court of competent jurisdiction determines that the project is not a public work;
 - The project budget for labor reflects these prevailing wage requirements; and
 - The project complies with all other requirements of prevailing wage law, including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.

California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when such payment is required.

c. Subcontractors and Flow-down Requirements

The Recipient will ensure that its subcontractors also comply with the public works/prevailing wage requirements above. The Recipient will ensure that all agreements with its subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. The Recipient is responsible for any failure of its subcontractors to comply with California prevailing wage and public works laws.

d. Indemnification and Breach

Any failure of the Recipient or its subcontractors to comply with the above requirements will constitute breach of this Agreement which excuses the Commission's performance of this Agreement at the Commission's option, and will be at the Recipient's sole risk. In such a case, the Commission will refuse payment to the Recipient of any amount under this award and the Commission will be released, at its option, from any further performance of this Agreement or any portion thereof. The Recipient will indemnify the Energy Commission and hold it harmless for any and all financial consequences arising out of or resulting from the failure of the Recipient and/or any of its subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

e. Budget

The Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, the Recipient may wish to contact DIR or a qualified labor attorney for guidance.

f. Covered Trades

For public works projects, the Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

g. Questions

If the Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship, or other significant requirements of California prevailing wage law, the Recipient should consult DIR and/or a qualified labor attorney before entering into this Agreement.

h. Certification

The Recipient will certify to the Energy Commission on each payment request form either that: (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws; or (b) the project is not a public work requiring the payment of prevailing wages. In the latter case, the Recipient will provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient will submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent this certificate, the Recipient will have no right to any funds under this Agreement, and Commission will be relieved of any obligation to pay any funds.

11. Recordkeeping, Cost Accounting, and Auditing

a. Cost Accounting

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the project and any match-funded portion of the project. The Commission or its agent will have the right to examine the Recipient's books of accounts at all reasonable times, to the extent necessary to verify the accuracy of the Recipient's reports.

b. Accounting Procedures

The Recipient's costs will be determined on the basis of its accounting system procedures and practices employed as of the effective date of this Agreement, provided that the Recipient uses generally accepted accounting principles and cost reimbursement practices. The Recipient's cost accounting practices used in accumulating and reporting costs during the performance of this Agreement will be consistent with the practices used in estimating costs for any proposal to which this Agreement relates; provided that such practices are consistent with the other terms of this Agreement and that such costs may be accumulated and reported in greater detail during performance of this Agreement.

The Recipient's accounting system will distinguish between direct and indirect costs. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to costs incurred under this Agreement.

c. Inspections, Assessment, and Studies

If selected, the Recipient must cooperate with and participate in the following:

- 1) An assessment of a funded project's greenhouse gas reductions and energy savings. This may include, but is not limited to, requests from Energy Commission staff or its delegate for data, project and equipment information, and reasonable access to the project site to assist with determining greenhouse gas reductions and energy savings attributable to the funded project. Costs associated with any activities associated with such an assessment will not be funded by a CalSHAPE Program grant.
- 2) A site inspection and verification of installation and operation of new fixtures and appliances. This may include, but is not limited to, providing Energy Commission staff or its delegates reasonable access to the funded project site to inspect and verify installation and operation. Recipient understands that any such inspection and verification by Energy Commission staff or its delegates is not a safety inspection.
- 3) A measurement and evaluation study that will be used to analyze current program performance and improve future program designs. This may include but is not limited to providing Energy Commission staff or its delegates data, project and equipment information, and reasonable access to the funded project site.

d. Audit Rights

The Recipient will maintain books, records, documents, and other evidence, based on the procedures set forth above, sufficient to reflect properly all costs claimed to have been incurred in the performance of this Agreement. The Energy Commission, another state agency, and/or a public accounting firm designated by the Energy Commission may audit the Recipient's accounting records at all reasonable times, with prior notice by the Energy Commission.

It is the intent of the parties that the audits will ordinarily be performed not more frequently than once every twelve (12) months during the performance of the work and once at any time within three (3) years after payment by the Energy Commission of the Recipient's final invoice. However, performance of any such interim audits by the Energy Commission does not preclude further audit. The Energy Commission may audit books, records, documents, and other evidence relevant to the Recipient's royalty payment obligations (see Section 21) for a period of ten (10) years after payment of the Recipient's final invoice.

The Recipient will allow the auditor(s) to access such records during normal business hours, and will allow interviews of any employees who might reasonably have information related to such records. The Recipient will include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

e. Refund to the Energy Commission

If the Energy Commission determines that any invoiced and paid amounts exceed the actual allowable incurred costs, the Recipient will repay the amounts to the Energy Commission within thirty (30) days of request or as otherwise agreed by the Energy Commission and the Recipient. If the Energy Commission does not receive such repayments, it will be entitled to take any actions enforce any remedies available to it, such as withholding further payments to the Recipient and seeking repayment from the Recipient.

f. Audit Cost

The Recipient will bear its cost of participating in any audit (e.g., mailing or travel expenses). The Energy Commission will bear the cost of conducting the audit unless the audit reveals an error detrimental to the Energy Commission that exceeds more than ten percent (10%) or \$5,000 (whichever is greater) of the amount audited. The Recipient will pay the refund as specified in subsection (d), and will reimburse the Energy Commission for reasonable costs and expenses incurred by the Commission in conducting the audit.

g. Match or Cost Share

If the budget includes a match share requirement, the Recipient's commitment of resources, as described in this Agreement, is a required expenditure for receipt of Energy Commission funds. The funds will be released only if the required match percentages are expended. The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind, non-cash services), and report on match share expenditures on its request for payment.

12. Workers' Compensation Insurance

- a. The Recipient warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CalSHAPE Program satisfactory evidence of this insurance upon the CalSHAPE Program's request.
- b. If the Recipient is self-insured for worker's compensation, it warrants that the self-insurance is permissible under the laws of the State of California and agrees to furnish to the CalSHAPE Program satisfactory evidence of the insurance upon the CalSHAPE Program's request.

13. Permits and Clearances

The Recipient is responsible for ensuring that all necessary permits and environmental documents are prepared and that clearances are obtained from the appropriate agencies.

14. Equipment

Title to equipment acquired by the Recipient with grant funds will vest in the Recipient. The Recipient may use the equipment in the project or program for which it was acquired as long as needed, regardless of whether the project or program continues to be supported by grant funds. However, the Recipient may not sell, lease, or encumber the property (i.e., place a legal burden on the property such as a lien) during the Agreement term without Energy Commission Staff's prior written approval.

The Recipient may refer to the applicable federal regulations incorporated by reference in this Agreement for guidance regarding additional equipment requirements.

15. Stop Work

Energy Commission staff may, at any time by written notice to the Recipient, require the Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, noncompliance with the standard of performance, out of scope work, project delays, and misrepresentations.

- a. Compliance. Upon receipt of a stop work order, the Recipient must immediately take all necessary steps to comply with the order and to stop the incurrence of costs allocable to the Energy Commission.
- b. Canceling a Stop Work Order. The Recipient may resume the work only upon receipt of written instructions from Energy Commission staff.

16. Termination

a. Purpose

Because the Energy Commission is a state entity and provides funding on behalf of all California ratepayers, it must be able to terminate the Agreement upon the default of the Recipient and to proceed with the work required under the Agreement in any manner it deems proper. The Recipient agrees that upon any of the events triggering the termination of the Agreement by the Energy Commission, the Energy Commission has the right to terminate the Agreement, and it would constitute bad faith of the Recipient to interfere with the immediate termination of the Agreement by the Energy Commission.

b. With Cause

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations. The Recipient will relinquish possession of equipment purchased for this Agreement with Energy Commission funds to the Commission, or the Recipient may purchase the equipment as provided by the terms of this Agreement, with approval of the Energy Commission.

The term "for cause" includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

c. Without Cause

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

17. Indemnification

To the extent allowed under California law, the Recipient will indemnify, defend, and hold harmless the state (including the Energy Commission) and state officers, agents, and employees from any and all claims and losses in connection with the performance of this Agreement.

18. Reserved

19. Reserved

20. Intellectual Property

- a. The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

“Intellectual property” means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- b. The Energy Commission owns all products identified in the Scope of Work, with the exception of products that fall within the definition of “intellectual property.”

“Product” means any tangible item specified for delivery to the Energy Commission in the Scope of Work.

- c. Both the Energy Commission and the California Public Utilities Commission have a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes, including but not limited to providing data and reports to the California Public Utilities Commission, State legislature, and Utilities and using data for the development of future programs.

- d. Intellectual Property Indemnity

The Recipient may not, in supplying work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party, and will take reasonable actions to avoid infringement.

To the extent allowed under California law, the Recipient will defend and indemnify the Energy Commission and the California Public Utilities Commission from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Recipient or its employees, subcontractors, or agents in connection with or related to the products or the Recipient's performance under this Agreement.

21. Reserved

22. General Provisions

a. Governing Law

This Agreement is governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

In the performance of this Agreement, the Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the State of California.

c. Assignment

This Agreement is not assignable or transferable by the Recipient either in whole or in part without the consent of the Energy Commission in the form of an amendment.

d. Timeliness

Time is of the essence in this Agreement.

e. Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

f. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

g. Assurances

The Commission reserves the right to seek further written assurances from the Recipient and its team that the work under this Agreement will be performed in accordance with the terms of the Agreement.

h. Change in Business

- 1) The Recipient will promptly notify the Energy Commission of the occurrence of any of the following:
 - a) A change of address.
 - b) A change in business name or ownership.
 - c) The existence of any litigation or other legal proceeding affecting the project or Agreement.

- d) The occurrence of any casualty or other loss to project personnel, equipment, or third parties.
 - e) Receipt of notice of any claim or potential claim against the Recipient for patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Energy Commission's rights.
- 2) The Recipient must provide the CalSHAPE Program with written notice of a planned change or reorganization of the type of business entity under which it does business. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. If the Energy Commission does not seek to amend this Agreement or enter into a new agreement with the changed or new entity for any reason (including that the Commission is not satisfied that the new entity can perform in the same manner as the Recipient), it may terminate this Agreement as provided in the "Termination" section.
- i. Access to Sites and Records
Energy Commission and California Public Utilities Commission staff and representatives will have reasonable access to all project sites and to all records related to this Agreement.
 - j. Prior Dealings, Custom, or Trade Usage
These terms and conditions may not be modified or supplemented by prior dealings, custom, or trade usage.
 - k. Survival of Terms
Certain provisions will survive the completion or termination date of this Agreement for any reason. The provisions include but are not limited to:
 - Legal Statements on Products (included in Section 5, "Products")
 - Payment of Funds (Section 8)
 - Recordkeeping, Cost Accounting, and Auditing (Section 11)
 - Equipment (Section 14)
 - Termination (Section 16)
 - Indemnification (Section 17)
 - Intellectual Property (Section 20)
 - Change in Business (see this section)
 - Access to Sites and Records (see this section)

23. *Certifications and Compliance*

- a. Federal, State, and Local Laws

The Recipient must obtain all required permits and shall comply with all applicable federal, state and local laws, codes, rules, and regulations for all work performed under the Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient will include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation, and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
 - Will receive a copy of the company's drug-free policy statement; and
 - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. National Labor Relations Board Certification (Not applicable to public entities)

The Recipient, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Recipient within the immediately preceding two year period because of the Recipient's failure to comply with an order of a federal court that orders the Recipient to comply with an order of the National Labor Relations Board.

e. Child Support Compliance Act (Applicable to California Employers)

For any agreement in excess of \$100,000, the Recipient acknowledges that:

- 1) It recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- 2) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

f. Air or Water Pollution Violation

Under state laws, the Recipient will not be:

- 1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- 2) Subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- 3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

g. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

24. Reserved

25. Commission Remedies for Recipient's Non-Compliance

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

26. Definitions

- **Agreement Term** means the length of this Agreement, as specified on the Agreement signature page (form CEC-146).
- **Data** means any recorded information that relates to the project funded by the Agreement, whether created or collected before or after the Agreement's effective date.
- **Effective Date** means the date on which this Agreement is signed by the last party required to sign, provided that signature occurs after the Agreement has been approved by the Energy Commission at a business meeting or by the Executive Director or his/her designee.
- **Equipment** means products, objects, machinery, apparatus, implements, or tools that are purchased or constructed with Energy Commission funds for the project, and that have a useful life of at least one year and an acquisition unit cost of at least \$5,000. "Equipment" includes products, objects, machinery, apparatus, implements, or tools that are composed by over thirty percent (30%) of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project will terminate at the end of the normal useful life of the equipment purchased and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of the equipment.
- **Intellectual Property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

"Works of authorship" does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.
- **Invention** means intellectual property that is patentable.
- **Match Funds** means cash or in-kind (i.e., non-cash) contributions provided by the Recipient or a third party for a project funded by the Energy Commission. If this Agreement resulted from a solicitation, refer to the solicitation's discussion of match funding for guidelines specific to the project.

- **Materials** means the substances used to construct, or as part of, a finished object, commodity, device, article, or product and that does not meet the definition of Equipment.
- **Ownership** means exclusive possession of all rights to property, including the right to use and transfer property.
- **Product** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.
- **Project** means the entire effort undertaken and planned by the Recipient and consisting of the work funded by the Energy Commission. The project may coincide with or extend beyond the Agreement term.
- **State** means the state of California and all California state agencies within it, including but not limited to commissions, boards, offices, and departments.

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 13

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

SUBJECT:

Request to Approve the 2023 Districtwide Comprehensive Safety Plan

BACKGROUND:

Districts with an enrollment of under 2,500 students are authorized to prepare a Districtwide Comprehensive Safety Plan. RDUSD's Safety Committee held a meeting on December 12, 2022, inviting law enforcement, fire departments and other first responders. The Safety Plan was reviewed, and suggestions and edits were made. The Safety Committee updated Board Policies and made revisions to reflect the changes in procedures and action steps. Each school site had the opportunity to review and provide input on the revised Safety Plan.

Each school site has inserted site specific information such as: Incident Commander Flowcharts, Staff Job Assignments, Phone Trees, and Staff Lists, which are located in the confidential materials section. All School Site Councils (SSC) approved the Safety Plan for 2023 prior to February 1, 2023.

STATUS:

The Safety Plan must be approved by the Board prior to the first of March of each year.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

No cost to the District to review and update the Safety Plan

RECOMMENDATION:

That the Board approves the Districtwide Comprehensive Safety Plan as submitted

Time allocated: 5 minutes

River Delta Unified School District



2023

Comprehensive District Safety Plan

Bates Elementary School - 180 Primasing, Courtland
D.H. White Elementary School - 500 Elm Way, Rio Vista
Isleton Elementary School - 412 Union Street, Isleton
Walnut Grove Elementary School - 14181 Grove Street, Walnut Grove
Clarksburg Middle School - 52870 Netherlands, Clarksburg
Riverview Middle School - 525 South 2nd Street, Rio Vista
Delta High School - 52810 Netherlands, Clarksburg
Rio Vista High School - 410 South 4th Street, Rio Vista
River Delta High/Elementary School - 400 Elm Way, Rio Vista
River Delta Community Day School - 160 Courtland High School Ln, Courtland
Mokelumne High School - 160 Courtland High School Ln, Courtland

This Comprehensive School Safety Plan was developed by the district's safety planning committee, reviewed by district employees, School Site Councils (SSC), local law enforcement, fire districts and adopted by the River Delta Unified School District Governing Board on February 21, 2023.

RDUSD Board Approval Confirmed by:

Name	Title	Signature	Date
<i>Marcial Lamera</i>	<i>Board President</i>		<i>February 21, 2023</i>
<i>Katherine Wright</i>	<i>Superintendent</i>		<i>February 21, 2023</i>

This document is to be maintained for public inspection in the district office during regular business hours or on the district's website www.riverdelta.org

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Comprehensive Safety Plan Purpose & Compliance

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans must include the following elements:

- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March of each year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

Small school districts (with an enrollment of 2,500 students or less) may develop a comprehensive district safety plan to encompass all schools within the district, which would fulfill each individual school's comprehensive safety plan requirement. It is not required that small school districts have their safety plans developed or approved by site councils or designated safety committees; the plans must only be approved by the district board of trustees. However, a district plan should be developed in cooperation with local law enforcement agencies, community leaders, parents, pupils, teachers, administrators, and others who may be interested in the prevention of campus crime and violence.

As defined in **RDUSD Board Policy 0450**, the Board of Trustees recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and creating a positive learning environment that teaches strategies for violence prevention and emphasizes high expectations for student conduct, responsible behavior, and respect for others.

The Board shall review the comprehensive district wide and/or school safety plan(s) in order to ensure compliance with state law, Board policy and administrative regulation. Approval of the plan shall occur at a regularly scheduled meeting.

A copy of the comprehensive district safety plan shall be available for review without the confidential sections at the River Delta Unified School District office.

Declaration regarding RDUSD board policy and administrative regulation references:

Except when specifically quoted, the RDUSD Board Policies and Administrative Regulations included in this safety plan are for reference only and may include only a summarized version of the official policy language. To review these policies and regulations in their entirety, please see the district office during regular business hours.

RDUSD Vision, Mission and Core Values

Vision

In a diverse community, rich in agricultural and family traditions, the River Delta Unified School District will provide a safe, supportive, rigorous, student-centered education in which all students are prepared to achieve their maximum potential and become productive members of society.

Mission

Our Mission is to develop a professional learning community devoted to student success in the 21st century by:

- Providing a safe, respectful, and nurturing school environment
- Providing exemplary, standards-based, fiscally sustainable programs
- Fostering the development of each individual through enrichment, extra-curricular, and other support programs
- Employing, training, and retaining highly qualified professional staff
- Forging partnerships and collaboration opportunities with community shareholders

Core Values

We work together every day in the spirit of:

- **Curriculum**
We will implement curriculum and instruction aligned with state and local standards and assessment to ensure articulated K-12 continuous learning.
- **Facilities**
We will utilize and update all of our resources and facilities to their fullest potential for the educational benefits and safety of our students and for our community.
- **Growth and Update**
We will address the needs of each community and take appropriate action based on anticipation of growth and updates of existing structures.
- **School Efficiency**
We will design and implement a strategic plan which addresses planning and communication among teachers, students, parents, administrators, and the community.
- **Social Issues**
We will implement age-appropriate programs that will educate students and parents about physical, emotional, and social development and responsibility.
- **Technology**
We will utilize technology to enhance student learning; improve communication with families, communities and district staff and manage data and equipment.

Safety Plan Vision

To support the Vision, Mission, and Core Values of the River Delta Unified School District, we strive for a safe, respectful and nurturing learning environment where students are empowered to achieve through strong connectedness to their school and community.

Working together with our community partners, we will provide a safe campus environment by effectively identifying and addressing issues that deteriorate our schools' social and physical climate.

Components of the Comprehensive School Safety Plan

As a small school district (enrollment of 2,500 or below), the RDUSD Comprehensive District Safety Plan encompasses all eleven schools. Site-specific procedures to implement the components of this plan will be included within the body or appendices of this document. The Plan is reviewed and approved by site councils prior to Board Approval.

RDUSD Safety Planning Committee

- Katherine Wright, District Superintendent
- Nancy Vielhauer, Assistant Superintendent of Education Services
- Tracy Barbieri, Director of Special Education
- Jennifer Gaston, District Executive Assistant to the Superintendent
- Ken Gaston, Director of MOT
- Gaby Chavez, Administrative Assistant of MOT
- Marcy Rossi, Site Principal
- Michael Mimiaga, Transportation Supervisor

Assessment of School Safety

Education Code, Section 32282 (a) 1

In the 2019-2020 California Healthy Kids Survey, conducted among district 7th graders - 51%, 9th graders – 46%, and 11th grade – 68% of students reported they feel safe at school all of the time. The same survey also showed that more than half of the students reported high levels of caring relationships with a teacher or other adult at their school and high levels of personal school connectedness. Each of these elements are key indicators of school safety, and these results show that RDUSD has developed for their students, a safe social and physical climate. The only concern that has arisen recently based on discipline data is an increase in drug offenses at the upper grades, which site administrators and counselors are addressing.

A review of school suspension and expulsion data, campus policies and procedures, and interviews with school administration showed an overall safe campus climate and a district commitment to student safety. Site security assessments conducted at each location found facilities to be in good repair and safe. Recommendations made following site security assessments conducted at schools in the district included: replacing door handles with handles lockable from the inside; adding fencing and lockable gates; posting additional signs to guide visitors to each school office; and strengthening lockdown procedures in emergency plans.

District/Campus Safety Strategies and Programs

Education Code 32282 (a) 2 (A)-(J)

As written in **RDUSD Board Policy 5142**, The Board of Trustees recognizes the importance of providing a safe school environment that is conducive to learning and helps ensure student safety and the prevention of student injury. The Superintendent or designee shall implement appropriate practices to minimize the risk of harm to students, including, but not limited to, practices relative to school facilities and equipment, the outdoor environment, educational programs, and school-sponsored activities.

(A) Child Abuse Reporting Procedures

Additional code references: Education Code 35294.2 (a) (2); Penal Code 11166

According to **RDUSD Board Policy 5141.4** The Board of Trustees is committed to supporting the safety and well-being of district students and desires to facilitate the prevention of and response to child abuse and neglect. The Superintendent or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected child abuse and neglect.

The Superintendent or designee may provide a student who is a victim of abuse with school- based mental health services or other support services and/or may refer the student to resources available within the community as needed.

The district's instructional program shall include age-appropriate and culturally sensitive child abuse prevention curriculum. This curriculum shall explain students' right to live free of abuse, include instruction in the skills and techniques needed to identify unsafe situations and react appropriately and promptly, inform students of available support resources, and teach students how to obtain help and disclose incidents of abuse.

The district's program may also include age-appropriate curriculum in sexual abuse and sexual assault awareness and prevention. Upon written request of a student's parent/guardian, the student shall be excused from taking such instruction.

The Superintendent or designee shall, to the extent feasible, seek to incorporate community resources into the district's child abuse prevention programs and may use these resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.

The Superintendent or designee shall establish procedures for the identification and reporting of known and suspected child abuse and neglect in accordance with law.

District employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect.

The Superintendent or designee shall provide training regarding the duties of mandated reporters.

(B) Emergency Preparedness and Crisis Response Plan

Additional code references: Educational Code 35295-35297; Government Code 8607 and 3100

In **RDUSD Board Policy 3516**, the Governing Board recognizes that all district staff and students must be prepared to respond quickly and responsibly to emergencies, disasters, and threats of disaster. The Superintendent or designee shall develop and maintain a disaster preparedness plan which details provisions for handling emergencies and disasters, and which shall be included in the district's comprehensive school safety plan. In developing the district and school emergency plans, the Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators. The Superintendent or designee shall use state-approved Standardized Emergency Management System guidelines and the National Incident Command System when updating district and site-level emergency and disaster preparedness plans.

The River Delta Unified School District Crisis Response Plan is included in the appendices and accomplishes the following: providing emergency preparedness guidelines and the district crisis response plan, which incorporates strategies of the Incident Command System (ICS), SEMS and NIMS; as well as emergency contact information and site-specific procedures.

(i) Earthquake and Multi-hazard Emergency Response Procedure System

RDUSD has defined emergency response procedures for earthquakes and other hazards in the Crisis Response Plans described in the appendices of this plan. This district follows the recommended “drop, cover and hold on” procedures for earthquake response. The plans also align with standards established by NIMS and SEMS and call for response actions to be coordinated using ICS. Additional details on the implementation of these plans, including roles and responsibilities for school personnel, are included as part of the District Emergency Operations Plan and School Emergency Response Procedures flipcharts. These additional supporting plans are provided to school personnel as references and are not included as part of this public document.

(ii) Use of School Buildings for Emergency Shelters

The Board shall grant the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board shall cooperate with such agencies in furnishing and maintaining whatever services they deem necessary to meet the community’s needs.

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

Additional code reference: Education Code 48900, 48915 (d) and (c)

As stated in **RDUSD Board Policy 5144** The Board of Trustees is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and achievement and desires to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent/guardian involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

Through **RDUSD Board Policy 5144.1 and 5144.2**, The Board of Trustees desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

The policy also describes the guidelines in accordance with state and federal law, Student Due Process, On-Campus Suspension Program, Required Parental Attendance and the Decision to Not Enforce Expulsion Order available to the school board.

For campus-specific guidelines for suspension and expulsion of students, including behavior that may result in suspension or expulsion on the first offense, please refer to student and parent handbook distributed to all students at the start of each school year. Current versions will be available for review alongside this comprehensive safety plan in the district office.

(D) Procedures to Notify Employees of Dangerous Pupils

Additional code reference: Education Code 49079

As described in **RDUSD Board Policy 4158**: the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing necessary assistance and support when emergency situations occur.

Any employee against whom violence or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. As appropriate, the Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace.

The Superintendent or designee shall ensure that employees receive training in crisis prevention and intervention techniques in order to protect themselves and students. Staff development may include training in classroom management, effective communication techniques, procedures for responding to an active shooter situation, and crisis resolution.

(E) Discrimination and Harassment Policies

Additional code reference: Education Code 200-262.4

A comprehensive prohibition of discrimination and harassment across all district programs and activities is identified in **RDUSD Board Policy 0410**, which states that the Board of Trustees is committed to providing equal opportunity for all individuals in district programs and activities. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

Among the policies included in this comprehensive set of anti-discrimination and harassment policies are two that clearly define the expectations and procedures regarding occurrences of discrimination and sexual harassment:

RDUSD Board Policy 5145.3 states that district's academic, extracurricular, and other educational support programs and activities prohibit unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or association with a person or group with one or more of these actual or perceived characteristics.

The Board of Trustees desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive.

As written in **RDUSD Board Policy 5145.7**, The Board of Trustees is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment targeted at any student by anyone.

The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence
2. A clear message that students do not have to endure sexual harassment under any circumstance
3. Encouragement to report observed incidents of sexual harassment even where the alleged victim of the harassment has not complained
4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved
5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and prompt action shall be taken to stop any harassment, prevent recurrence, and address any continuing effect on students
6. Information about the district's procedure for investigating complaints and the person(s) to whom a report of sexual harassment should be made
7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues
8. A clear message that, when needed, the district will take interim measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation and that, to the extent possible, when such interim measures are taken, they shall not disadvantage the complainant or victim of the alleged harassment

Upon investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

As written in **RDUSD Board Policy 5131.2** the Board of Trustees recognizes the harmful effects of bullying on student well-being, student learning, and school attendance and desires to provide a safe school environment that protects students from physical and emotional harm. Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

No individual or group shall, through physical, written, verbal, visual, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel, or retaliate against them for filing a complaint or participating in the complaint resolution process.

(F) School-wide Dress Code

Additional code reference: Education Code 35183

As described in **RDUSD Board Policy 5132**, The Board of Trustees believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to wear clothing that is suitable for the school activities in which they participate. Students shall not wear clothing that presents a health or safety hazard or is likely to cause a substantial disruption to the educational program.

The principal or designee is authorized to enforce this policy and shall inform any student who does not reasonably conform to the dress code.

For campus-specific detailed dress code requirements, please refer to the student and parent handbook that are distributed to all students at the start of each school year. Current versions will be available for review alongside this comprehensive safety plan in the district office.

(G) Procedure for Safe Ingress and Egress to and from School

Through a collection of Board Policies, River Delta Unified School District has established procedures to ensure the Safe Ingress and Egress of students, parents, and school employees to and from school. The list below shows applicable board policies and administrative regulations and how they contribute to this safety component:

- BP 5142: “To assist students in safely crossing streets adjacent to or near school sites, the Board may employ crossing guards and/or establish a safety patrol at any district school. The Superintendent or designee shall periodically examine traffic patterns within school attendance areas in order to identify locations where crossing assistance may be needed.”
- AR 3543: provides a framework for school bus transportation safety plans and procedures including, student and parent education, bus evacuation exercises, limitations on school bus operation in limited visibility conditions and exceptions to school bus capacity limits in emergency situations where students must be moved immediately to ensure safety.
- BP 5131: holds students accountable for conduct not only on campus but also on their way to and from school.
- BP 5131.7: prohibits the possession of weapons, imitation firearms or other dangerous instruments, as defined in law and administrative regulation, in school buildings, on school ground or buses, at school-related or school-sponsored activities away from school, or while going to or coming from school.

Each school site will also identify emergency evacuation routes identifying locations where students may assemble in response to fire, earthquake, bomb threats or other similar hazards. A map showing emergency evacuation procedures for each campus is included in Appendix B.5: District/Campus Emergency Evacuation Plans.

In addition to the safety measures defined above, student safety will also be ensured through the control of the ingress and egress of campus visitors as defined in **RDUSD Board Policy 1250**:

All outsiders, as defined in law and administrative regulation, shall register immediately upon entering any school building or grounds when school is in session (Penal Code 627.2).

The principal or designee may provide a visible means of identification for all individuals who are not students or staff members while on school premises.

Additional code references: Education Code 32210-32211, Penal Code 627

(H) A Safe and Orderly School Environment Conducive to Learning

As intended by Educational Code 32282 (b) the action plans shown in the tables on the following pages were developed using strategies presented in the handbook developed and distributed by the School/Law Enforcement Partnership Program entitled “Safe Schools: A Planning Guide for Action”.

Each goal is supported by objectives, which will be accomplished through the defined action steps, using designated resources available, and coordinated or reported on by the designated lead person. Outcome measures are also listed and may be used to assess the progress in achieving the objectives.

Safe Physical Climate Goal:	Our schools are a source of pride in our community with safe, clean, and healthy facilities where our students can learn, achieve and thrive.			
Objectives	Action Steps	Resources	Project Lead	Outcomes
1) Identify and address security vulnerabilities and hazards	Maintain visibility from the building and surrounding environment by pruning landscape and moving potential obstacles (All Sites)	District	Gardener	M&O Supervisor will conduct regular site checks to ensure visibility is maintained
	Staff will keep classroom doors of the building locked at all times (All Sites). District will provide magnet strips to sites for doorways.	District, site	Site Administrators, M&O	Policy is enforced by the principal and door remain locked
	Security cameras at D.H. White Elementary School, Isleton Elementary School, Riverview Middle School and Bates Elementary	Site funds	Site Administrators, M&O	Cameras are installed, maintained and operational by site. Must be approved by MOT department.
2) Identify and address communication issues within the district and community that affect the safety and wellbeing of students	District will continue to utilize CatapultEMS Safety management system districtwide.	Donations District	Site Administrators District Office	Provide an emergency communication system for the safety of the students and staff.
	All sites and programs are connected to and have the ability to send out messages via Parent Square	District	Ed Services, site principals	Integrated communication system for all programs

Safe Physical Climate Goal:	Our schools are a source of pride in our community with safe, clean and healthy facilities where our students can learn, achieve and thrive.			
Objectives	Action Steps	Resources	Project Lead	Outcomes
	All sites will develop and maintain a current phone tree		Site Administrators	Current contact information for all site personnel
	Meet with community in a site/district forum annually to address school and community safety		District, Site Administrators	Identify and address safety concerns connected with the schools
	Provide each site with a Red Emergency Analog Phone to be used when experiencing power loss and the VOIP phones are disabled	District	Director of MOT, Site Administrators	Phone number will be left unlisted and private so outbound calls can be made during an emergency.
3) Identify and address traffic flow, pedestrian safety and visitor influence concerns	Crossing guards will safely cross students and families across the street to school (Where applicable)		Staff	Staff will ensure pedestrian safety
	Provide staff to: Supervise students being picked-up at dismissal time Supervise students before school on the main playground, including lining up in specific places		Administrators, staff	Students are supervised during pick-up times Reduction in the amount of parents/students walking through campus before school
	Ensure visitors (non-district employees), have and wear site-issued badges		Site Administrators	All visitors can be easily identified on school campuses

Safe Physical Climate Goal:	Our schools are a source of pride in our community with safe, clean and healthy facilities where our students can learn, achieve and thrive.			
Objectives	Action Steps	Resources	Project Lead	Outcomes
	Provide signage to all sites – Office sign is clear, dusk to Dawn and alcohol/drug free	M&O funds	M&O, Ed Services	Physical spaces are clearly defined and policies are clearly communicated to the public
	Continue to use a digital sign-in system at D.H. White Elementary, Rio Vista High and Bates Elementary for the 2022-23 school year	District LCAP and site funds	Site Administrator	All visitors to DH White, Riverview, Rio Vista High will sign in digitally and receive a visitor badge, decreasing unidentified individuals on campus and signaling security risks.
4) Practice the activation of crisis response plans and tools	Work with local emergency response partners to conduct and monitor drills and to advise on access issues (all schools)	Local sheriff/police/fire	Site Administrators, District Safety Coordinator	Drills will be conducted regularly and emergency response partners will be informed/invited to all
	Train all staff and students on standard response protocols: 1. Evacuate 2. Shelter 3. Lockdown 4. Lockout and practice per Ed Code 5. Active Shooter	Standard Response Protocol, district, local sheriff/police/fire	Site Administrator	Students and staff have common and easy to remember protocols for crisis responses

Use CatapultEMS to notify and monitor staff and student status during emergency situations and drills	District Donations	Site Administrators	Students and Staff have a communication and efficient protocols for crises responses
Classrooms will be equipt with emergency supplies such as a lockdown toilet, privacy tent or equivalent, a LED lantern and a two way radio.	District funds	District Office and M & O	Provide necessary supplies for the health, safety and welfare of students and staff members during an emergency.
Each school site will participate In a Great Shake-Out Earthquake Drill each school year.	No cost to the district to participate	Site Administrators	Staff and students will be prepared in the event of an earthquake.

Safe Physical Climate Goal:	Our schools are a source of pride in our community with safe, clean and healthy facilities where our students can learn, achieve and thrive.			
Objectives	Action Steps	Resources	Project Lead	Outcomes
	Develop a mental health response protocol and train all staff	Crisis response organizations (fire, police, etc.)	Ed Services & Site Administrator	Consistent response to mental health crises that are based on best practices

Safe Social Climate Goal:	Our students and staff thrive together in an environment of mutual respect, self-discipline and a commitment to excellence.			
Objectives	Action Steps	Resources	Project Lead	Outcomes
1) Promote social emotional learning and decrease behaviors that affect student safety	Continue implementation of Student Success Teams and Second Step (4-6)	District funds	Site administrator or designee	# of students referred to, and served by Student Success Teams and Second Step services Classroom referrals connected with harassment will decrease Definition of Bullying will be defined in the student handbook.

Safe Social Climate Goal:	Our students and staff thrive together in an environment of mutual respect, self-discipline and a commitment to excellence.			
Objectives	Action Steps	Resources	Project Lead	Outcomes
	Maintain 1 part-time counselor for each elementary site and 1 FTE for each high school.	District funds, SCOE Bullying Prevention grant	Ed Services, site administrator	Counselors will educate and support students in social emotional learning and anti-bullying behavior
	Provide parents education annually on bullying behavior	SCOE Bullying prevention program	Ed Services, site administrator	Parents will have clearer understanding of what is and isn't bullying Parents will understand and use complaint procedures to address potential bullying
	Monitor and address bullying behavior; staff will intervene on ALL bullying behavior		Site administrator, supported by all school personnel	All staff will be trained in bullying prevention and use strategies and supports in classroom, as well as investigate all bullying claims

Safe Social Climate Goal:	Our students and staff thrive together in an environment of mutual respect, self-discipline and a commitment to excellence.			
Objectives	Action Steps	Resources	Project Lead	Outcomes
2) Strengthen staff resources available for prevention programs	Site administration will continue to serve as the district’s liaison and prevention coordinator in addition to the services already in place	Tools and resources from SCOE safety plan training	Site administration team	Staff are trained in current research on bullying and provide a safe and supportive classroom and school climate
	Prevention program will be provided at middle school to address drug and alcohol use		District, site administrator	Reduction of drug and alcohol use as reported in California Healthy Kids Survey
3) Strengthen administrative knowledge around current disciplinary practices and legal requirements around school safety	Provide annual training to district administrators on discipline, investigative process and expulsions	District	Ed Services	Consistent application of district and state disciplinary policies
	Identify and train district expulsion officers	SCOE, district	Ed Services	Ensure due process for all students and all paperwork is completed and presented to district and/or school board

(I) School Discipline Rules and Consequences

Additional code references: Education Code 35291 and 35291.5

RDUSD Board Policy 5131 identifies district-wide standards for student conduct:

The Board of Trustees believes that all students have the right to be educated in a positive learning environment free from disruptions. Students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, while going to or coming from school, while at school activities, and while on district transportation.

The Superintendent or designee shall ensure that each school site develops standards of conduct and discipline consistent with Board policies and administrative regulations. Students and parents/guardians shall be notified of district and school rules related to conduct.

Prohibited student conduct includes but is not limited to:

1. Conduct that endangers students, staff or others, including, but not limited to, physical violence, possession of a firearm or other weapon, and terrorist threats
2. Discrimination, harassment, intimidation, or bullying of students or staff, including sexual harassment, hate-motivated behavior, cyberbullying, hazing or initiation activity, extortion, or any other verbal, written or physical conduct that causes or threatens to cause violence, bodily harm, or substation disruption
 - a. “Cyberbullying” includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, 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.
3. Conduct that disrupts the orderly classroom or school environment
4. Willful defiance of staff’s authority for grades 7-12.
5. Damage to or theft of property belonging to students, staff or the district
6. Obscene acts or use of profane, vulgar or abusive language
7. Possession, use, or being under the influence of alcohol, tobacco, cannabis, smokeless tobacco products, and electronic cigarettes or other prohibited drug in violation of school rules
8. Possession or use of laser pointers, unless used for a valid instructional or other school-related purpose
 - a. Prior to bringing a laser pointer on school premises for a valid instructional or school-related purpose, students shall obtain permission from the principal or designee.
9. Use of a cellular/digital telephone, pager, or other mobile communications device during instructional time
 - a. Such devices shall be turned off in class, except when being used for a valid instructional or other school-related purpose as determined by the teacher or other district employee, and at any other time directed by a district employee. Any device with a camera, video or voice recording shall not be used in any manner which infringes on the privacy rights of any other person.
 - b. No student shall be permitted from possessing or using an electronic signaling device that is determined by a licensed physician or surgeon to be essential for the student’s health and the use of which is limited to purposes related to the student’s health.

10. Plagiarism or dishonesty in schoolwork or on tests
11. Inappropriate attire
12. Tardiness or unexcused absence from school
13. Failure to remain on school premises in accordance with school rules

Students who violate district or school rules and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, referral to a student success team or counseling services, or denial of participation in extracurricular or cocurricular activities or other privileges in accordance with Board policy and administrative regulation. The superintendent or designee shall notify law enforcement as appropriate.

Students also may be subject to discipline, in accordance with law, Board policy, or administrative regulation, for any off-campus conduct during non-school hours which poses a threat or danger to the safety of students, staff, or district property, or substantially disrupts school activities.

For campus-specific rules and comprehensive description of conduct and student behavior expectations, please refer to student and parent handbook distributed to all students at the start of each school year. Current versions will be available for review alongside this comprehensive safety plan in the district office.

RDUSD Board Policy 5144 describes standards for discipline and provides administrative guidance for the consequences of misconduct:

The Board of Trustees is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and achievement and desires to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent/guardian involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

The Superintendent or designee shall develop effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

In addition, the Superintendent or designee's strategies for correcting student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required or permitted by law or when other means of correction have been documented to have failed.

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

Additional Board Policies are listed below, which describe overarching discipline standards for specific areas of concern. Violation of these items will result in student referral to campus administration at the minimum and may lead to suspension or expulsion. These include:

- **Weapons:** The Board prohibits any student from possessing weapons, imitation firearms, or other dangerous instruments, as defined in law, and administrative regulation, in school buildings, on school grounds or buses, at school-related or school-sponsored activities away from school, or while coming to or coming from school. Under the power granted to the Board to protect the safety of students, staff and others on district property and to maintain order and discipline in the schools, any school employee is authorized to confiscate any prohibited weapon, imitation firearm, or dangerous instrument from any student on school grounds. **RDUSD Board Policy 5131.7**

(J) Hate Crime Reporting Procedures and Policies

Additional code references: Penal Code 628

As stated in **RDUSD Board Policy 5145.9**, The Board of Trustees is committed to providing a safe learning environment that protects students from discrimination, harassment, intimidation, bullying, and other behavior motivated by a person's hostility towards another person's real or perceived ethnicity, national origin, immigrant status, sex, gender, sexual orientation, religious belief, age, disability, or any other physical or cultural characteristic. The Superintendent or designee shall design strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents if they occur.

The Superintendent or designee shall collaborate with regional programs and community organizations to promote safe environments for youth. Such collaborative efforts shall focus on ensuring an efficient use of district and community resources, developing effective prevention strategies and response plans, providing assistance to students affected by hate-motivated behavior, and/or educating students who have perpetrated hate-motivated acts.

The district shall provide students with age-appropriate instruction that includes the development of social-emotional learning, promotes their understanding of and respect for human rights, diversity, and acceptance in a multicultural society, and provides strategies to manage conflicts constructively.

A student or parent/guardian who believes the student is a victim of hate-motivated behavior is strongly encouraged to report the incident to a teacher, the principal, or other staff member. Any complaint of hate-motivated behavior shall be investigated and, if determined to be discriminatory, shall be resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures. If, during the investigation, it is determined that a complaint is about nondiscriminatory behavior, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

Any staff member who is notified that hate-motivated behavior has occurred, observes such behavior, or otherwise becomes aware of an incident shall immediately contact the principal or the compliance officer responsible for coordinating the district's response to complaints and complying with state and federal civil rights laws. As appropriate, he/she shall also contact law enforcement.

Safety Plan Review, Evaluation and Amendment Procedures

The River Delta Unified School District comprehensive safety plan will be reviewed, evaluated and amended (if necessary) in November of each school year.

Pursuant to Education Code Section 35294.6(a), the River Delta Unified School District adopted this annual comprehensive school safety plan at the regular meeting of the Governing Board as noted on the cover page. An opportunity for public comment was provided during this meeting, prior to the plan's adoption. Documentation of this meeting, which may include the meeting agenda, minutes and copies of materials provided for the plan presentation, will be filed alongside the plan at the district office.

An updated file containing all appropriate or required safety related plans and materials are available for public inspection in the River Delta Unified School District Office.

Safety Plan Appendices

Protected Information

The preceding Comprehensive School Safety Plan is a public document to be available for review in the district office at any time during regular business hours, as mandated by Education Code 32282 (e). However, some appendices within this section may include proprietary information that shall not be released to the general public including personal contact information for staff members, detailed security procedures for campus crisis response and campus vulnerability assessment information.

As protected under the California Public Records Act (Government Code 6254 parts *c* and *aa*) and prescribed by RDUSD Administrative Regulation 1340, the following items will be identified as “**Confidential**”, reviewed only in a closed session of the RDUSD Governing Board and withheld from public release of the Comprehensive District Safety Plan:

- Any appendices containing personnel information that the disclosure of which would constitute an unwarranted invasion of personal privacy.
(Further detail on protected information is also defined in GC 6254.3.)
- Any appendices prepared to assess district and/or school site vulnerabilities to terrorist or other criminal acts intended to disrupt student instruction or safety.

According to the procedures developed by the Department of Homeland Security and defined in DHS Management Directive 11042.1, the following items will be designated “**For Official Use Only (FOUO)**”, will be reviewed only in a closed session of the RDUSD Governing Board and released only for official safety assurance or crisis response use:

- Any appendices containing detailed crisis response information that, if disclosed, would undermine plans or procedures designed to protect students from harm by revealing safety strategies such as but not limited to critical communications systems, crisis response facilities (i.e. command post, staging areas, etc.), and supplies storage.

Appendix A: Emergency Preparedness Guidelines

Please see attached flip chart, which includes emergency preparedness guidelines followed by the school district.

Appendix B: District Crisis Response Plan

The following sections provide key information for crisis response for RDUSD. While this information represents the basic tools needed for an effective crisis response, RDUSD will continue to assess, revise, and expand on the plan for continuous improvement in student safety. Additional documentation, including a stand-alone emergency operations plan will be referenced in this Comprehensive District Safety Plan as it is developed and implemented. Also, site-specific information is attached for use by site personnel and district personnel.

(FOR OFFICIAL USE ONLY)

Appendix B.1: District Staff Emergency Contacts – Confidential

(FOR OFFICIAL USE ONLY)

Appendix B.2: Parent Square Use Procedures – Confidential

(FOR OFFICIAL USE ONLY)

Appendix B.3: Crisis Response/Community Emergency Contacts

For all emergencies, call 911!

Public Health and Safety

Number	Purpose/Subject
Emergency - 911	
916-876-8309	Non-emergency
1-800-TELL-CHPP	Non-emergency
916-875-5437	Regular hours reports
916-875-5437	After hours reports
1-800-544-8596	Regular hours reports
1-800-544-8596	After hours reports
530-669-2345	Regular hours reports
1-888-400-0022	After hours reports
916-874-4670	Natural & Man-made disaster services coordination, procedures, resources and preparedness programs
707-784-1600	After hours reports
530-406-4930	Natural & Man-made disaster services coordination, procedures, resources and preparedness programs
916-875-5881	
707-784-8070	
	Health and public safety resources
530-666-8645	Health and public safety resources David Gordon
916-228-2410 dgordon@scoe.net	
916-875-1055	
800-547-0495	General Access Line
707-428-1131	24 hour Crisis Line
916-666-8645	Regular Hours
Text- 988	National Suicided prevention Lifeline

Number	Purpose/Subject
800-733-2767	Customer Service
800-876-4766	24 hr. HOTLINE

Communications – Media

Agency	Number	Purpose/Subject
Radio Stations		
KRVH	(707) 374-6336	Emergency Broadcast
Newspapers		
The Fairfield Recorder	(903) 389-3334	General
The Sacramento Bee	(916) 321-1000	General
Television		

Transportation and Utilities

Agency	Number	Purpose/Subject
Cal Trans	(800) 427-7623	Highway Conditions
Delta Breeze	(707) 374-2878	Public transportation
River Delta USD Transportation	(707) 374-2494	South Transportation Office
River Delta USD Transportation	(916) 775-1491	North Transportation Office
PG&E	(800) 743-5000	24-hour contact
SMUD	(888) 742-7683	

Appendix B.4: RDUSD Incident Command System

Standardized Emergency Management System/ Incident Command System Overview

The California Standardized Emergency Management System (SEMS) uses the Incident Command System (ICS) to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency.

ICS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

In the organizational structure described on the preceding page, the Operations Chief supervises five teams: First Aid and Student Health, Student Evacuation Transportation, Critical Incident Stress Response, Parent Coordination and Reunification and Student Accountability.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

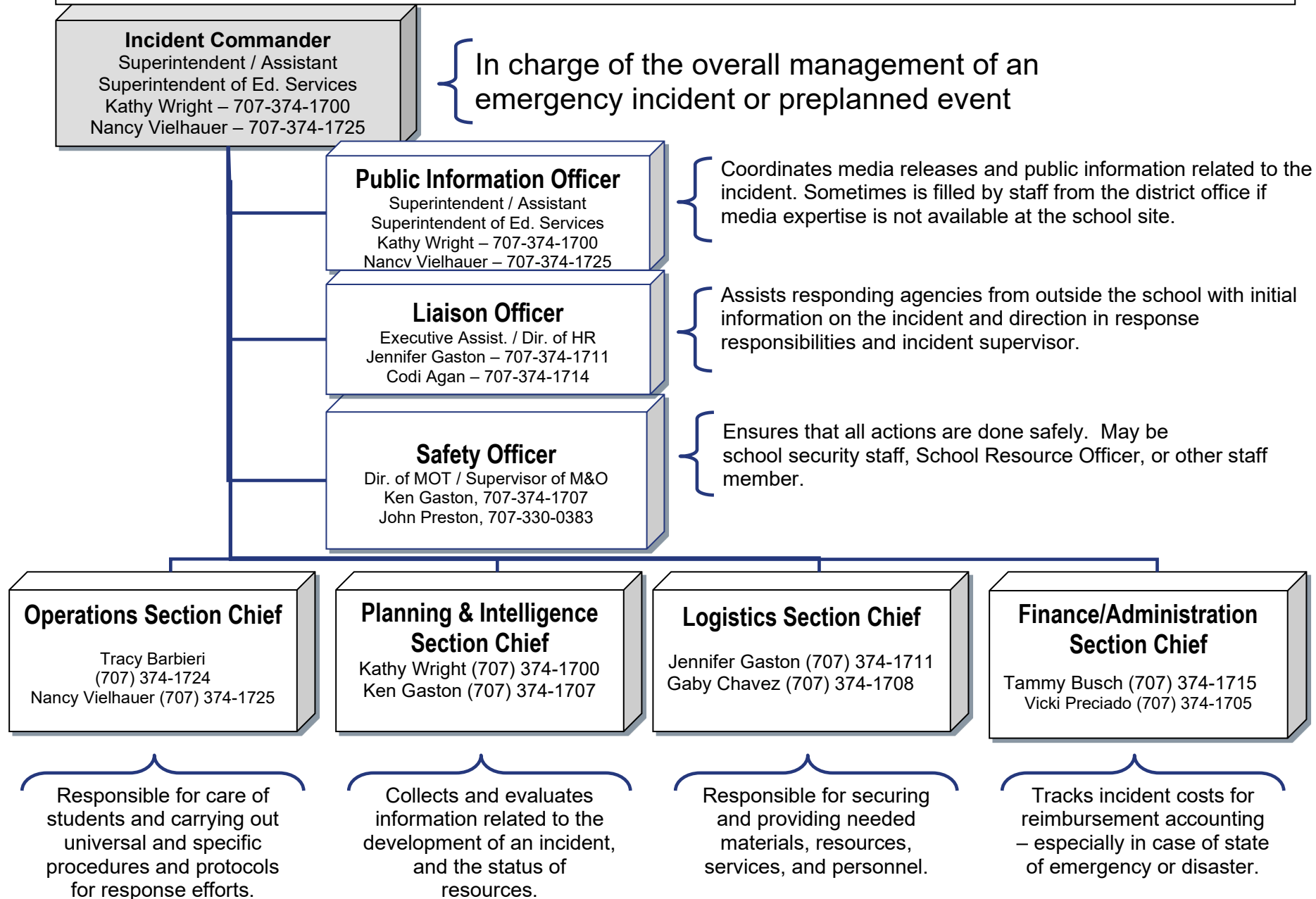
Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

RDUSD DISTRICT OFFICE Incident Response Team

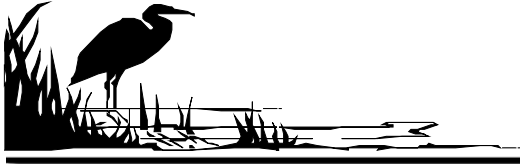
Last Updated: 11/15/2022

Updated by: Gaby Chavez (707) 374-1708



Appendix B.5: District/Campus Emergency Evacuation Plans

(FOR OFFICIAL USE ONLY)



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street

Rio Vista, California 94571-1651

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

<http://riverdelta.org>

STUDENT START & RELEASE TIMES 2022-2023

	START	RELEASE	WED	MINI
		M-T-T-F		
D.H. WHITE	8:20 AM	2:51 PM	1:36	12:35
RIVERVIEW	8:18 AM	3:00 PM	1:45	12:45
R.V.H.S.	8:10 AM	3:10 PM	2:05	1:10
ISLETON	8:20 AM	3:00 PM	1:45	12:45
WALNUT GROVE	7:55 AM	2:30 PM	1:15	12:15
MOKELUME H.S.	9:00 AM	2:00 PM	1:00	12:00
BATES	8:30 AM	3:00 PM	1:40	12:40
CLARKSBURG	8:15 AM	3:12 PM	2:02	1:05
DELTA H.S.	8:15 AM	3:12 PM	2:02	1:05
Community Day	8:00 AM	3:00 PM	2:00	3:00

Appendix C: Emergency Response Guidelines

STEP ONE: IDENTIFY THE TYPE OF EMERGENCY

The first response to an emergency is to determine the type of emergency that has occurred. Procedures for 18 different types of emergencies are listed in the following section.

STEP TWO: IDENTIFY THE LEVEL OF EMERGENCY

The second step in responding to an emergency is to determine the level of the emergency. For schools, emergency situations can range from a small fire to a major earthquake. To assist schools in classifying emergency situations, there is a three-tiered rating below:

- **Level 1 Emergency:** A *minor* emergency that is handled by school personnel without the assistance from outside agencies, e.g., a temporary power outage, a minor earthquake, or a minor injury in the play yard.
- **Level 2 Emergency:** A *moderate* emergency that requires assistance from outside agencies, such as a fire or a moderate earthquake, or a suspected act of terrorism involving a potentially hazardous material, e.g., “unknown white powder.”
- **Level 3 Emergency:** A *major* emergency event that requires assistance from outside agencies such as a major earthquake, civil disturbance or a large-scale act of terrorism. For Level 3 emergencies, it is important to remember that the response time of outside agencies may be seriously delayed.

STEP THREE: DETERMINE THE IMMEDIATE RESPONSE ACTION

Once the type and extent of an emergency have been identified, school personnel can determine if an *immediate response action* is required. The most common immediate response actions initiated during school emergencies are:

- **Duck & Cover:** Students and staff protect themselves by crouching under a table, desk, or chair until the danger passes.
- **Shelter in Place:** Students and staff are kept indoors in order to isolate them from the outdoor environment. The heating and air conditioning system is also shut down.
- **Lock Down:** Students and staff are kept in a designated locked area until a danger has passed, such as an intruder being on campus.
- **Evacuate Building:** Students and staff are escorted outside to an assembly area if it has been determined that it is too dangerous to remain indoors.
- **Evacuate Campus:** Students and staff are escorted to an off-site assembly area if it has been determined that it is too dangerous to remain on campus.
- **All Clear:** Notification is given that normal school operations should resume.

STEP FOUR: COMMUNICATE THE APPROPRIATE RESPONSE ACTION (CatapultEMS)

Once the type of *immediate response action* is determined, the incident commander must inform the site’s staff which response action to take, using CatapultEMS, paging systems, or any other means necessary. The most appropriate method of communication depends on the response action selected. When announcing what response to take, avoid codes, jargon, or any other potentially confusing vocabulary. Be calm, direct, and clear in your announcements.

- **Duck & Cover:** Immediately use the site’s school-wide communication system to instruct students and staff to protect themselves by moving into a “duck & cover” position by crouching under a table, desk, or chair until the danger passes. Time is the most urgent matter with this response action as the emergency may take place before the announcement can be made. However, do not assume that all members of the site are already in a “duck & cover” position. Make the announcement even if the immediate crisis has passed.
- **Shelter in Place:** Immediately use the site’s school-wide communication system to instruct students and staff that they are to stay indoors until further notice, even if the heating and air conditioning system is disabled.
- **Lock Down:** Immediately use the site’s school-wide communication system to instruct staff to lock all exterior doors, to close any open windows, and to keep students as far away as possible from any windows until further notice
- **Lockout:** Immediately use the site’s school-wide communication system to instruct staff to lock all exterior doors, to close any open windows. Business as usual inside classroom.
- **Evacuate Building:** Immediately use the site’s fire alarm bell system to notify students and staff that they are to proceed to the site’s outside assembly area.
- **Evacuate Campus:** Immediately use the site’s fire alarm bell system to notify students and staff that they are to proceed to the site’s outside assembly area. From there, notify staff and students using a bullhorn that it has been determined that it is too dangerous to remain on campus. Provide instructions on how staff and students will be relocated.
- **All Clear:** Use the site’s school-wide communication system to notify staff and students that normal school operations should resume.



STANDARD RESPONSE PROTOCOL FLYER

IN AN EMERGENCY WHEN YOU HEAR IT, DO IT FLYER

Appendix D: Types of Emergencies & General Procedures

AIRCRAFT CRASH

The administrator or designee will initiate appropriate actions, which may include Duck & Cover, Shelter-in-Place, Evacuate Building, or Evacuate Campus depending on the nature of the accident, the location of damage, and the existence of any chemical and/or fuel spills.

ANIMAL DISTURBANCE

This procedure should be implemented when the presence of a coyote, mountain lion, or any other wild animal threatens the safety of students and staff. The administrator or designee will initiate appropriate actions, which may include Lock Down or Evacuate Building.

ARMED ASSAULT ON CAMPUS

This involves one or more individuals who attempt to take hostages or cause physical harm to students and staff. Such an incident may involve individuals who possess a gun, a knife or other harmful item. The administrator or designee will decide the appropriate response, which may include Shelter-in-Place, Lock Down, Evacuate Building, or Evacuate Campus.

BIOLOGICAL OR CHEMICAL RELEASE

This is an incident involving the discharge of a biological or chemical substance in a solid, liquid, or gaseous state. Such incidents may also include the release of radioactive materials. Common chemical threats within or adjacent to schools include the discharge of acid in a school laboratory, an overturned truck of hazardous materials in proximity of the school, or an explosion at a nearby oil refinery or other chemical plant. The following indicators may suggest the release of a biological or chemical substance: Multiple victims suffering from watery eyes, twitching, choking or loss of coordination, or having trouble breathing. Other indicators may include the presence of distressed animals or dead birds. The administrator or designee will initiate appropriate actions, which may include Shelter-in-Place or Evacuate Building.

BOMB THREAT / THREAT OF VIOLENCE

This occurs upon the discovery of a suspicious package on campus grounds or receipt of a threatening phone call that may or may not present a risk of an explosion. If the threat is received by telephone, the person receiving the call should attempt to keep the caller on the telephone as long as possible and alert someone else to *call 911*. The person answering the threat call should ask the questions listed on the “Bomb Threat Checklist”. In coordination with law enforcement, the administrator or designee will initiate appropriate actions, which may include Duck & Cover, Lock Down, or Evacuation.

DISORDERLY CONDUCT

This involves a student or staff member exhibiting threatening or irrational behavior who does not have a weapon. The administrator or designee will initiate appropriate actions, which may include Shelter-in-Place, Lock Down, Evacuate Building, or Evacuate Campus.

EARTHQUAKE

Earthquakes occur without warning and may cause minor to serious ground shaking, damage to buildings, and injuries. It is important to note that even a mild tremor can create a potentially hazardous situation. The administrator or designee will initiate appropriate actions, which may include Duck & Cover, Evacuate Building, or Evacuate Campus.

EXPLOSION OR RISK OF EXPLOSION

This involves an explosion on school property, the risk of an explosion on school property, an explosion or risk of explosion near the school, or a nuclear explosion involving radioactive materials. The administrator or designee will initiate appropriate actions, which may include Duck & Cover, Shelter-in-Place, Evacuate Building, or Evacuate Campus.

FIRE IN SURROUNDING AREA

This procedure addresses the situation where a fire is discovered in an area adjoining the school. The initiated response actions should take into consideration the location and size of the fire, its proximity to the school and the likelihood that the fire may affect the school. After calling the local fire department in an effort to determine the seriousness of the fire, the administrator or designee will initiate appropriate actions, which may include Shelter-in-Place, Lock Down, Evacuate Building, or Evacuate Campus.

FIRE ON SCHOOL GROUNDS

This procedure addresses situations where a fire is discovered on school grounds. A quick response to this situation is very important to prevent injuries and further property damage. Upon discovery of a fire, teachers or staff will direct all occupants out of the building, signal the fire alarm, and report the fire to the administrator or designee. The administrator or designee will immediately initiate the Evacuate Building action. If the size of the fire is beyond the control of staff on site, call 911 for immediate assistance from the fire department.

FLOODING

This applies whenever storm water or other sources of water inundate or threaten to inundate school grounds or buildings. Flooding may occur as a result of prolonged periods of rainfall, where the school would have sufficient time to prepare. Alternatively, flooding may occur without warning, as a result of damage to water distribution systems, or a failure of a nearby man-made dam. The administrator or designee will initiate appropriate actions, which may include Shelter-in-Place, Evacuate Building, or Evacuate Campus.

LOSS OR FAILURE OF UTILITIES

This addresses situations involving a loss of water, power or other utility on school grounds. This procedure should also be used in the event of the discovery of a gas leak, an exposed electrical line, or a break in sewer lines. The administrator or designee will initiate appropriate actions, which may include Shelter-in-Place or Evacuate Building.

MOTOR VEHICLE CRASH

This procedure addresses situations involving a motor vehicle crash on or immediately adjacent to school property. Given the nature of the crash, there may also be a danger from a fuel spill, which should be considered when deciding which action(s) to take. The administrator or

designee will initiate appropriate actions, which may include Duck & Cover, Shelter-in-Place, Evacuate Building, or Evacuate Campus.

PSYCHOLOGICAL TRAUMA

When the administrator or designee feels that there has been an event that causes a psychological impact on students and/or staff, such as an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions, he or she should contact the local law enforcement office to request support in conducting a critical incident stress debriefing. Emergencies like these usually produce one or more of the following conditions: temporary disruption of regular school functions and routines, significant interference with the ability of students and staff to focus on learning, physical and/or psychological injury to students and staff, and concentrated attention from the community and news media. As a result of such emergencies, students and staff may exhibit a variety of psychological reactions. As soon as the physical safety of those involved has been insured, attention must turn to meeting emotional and psychological needs of others.

SUSPECTED CONTAMINATION OF FOOD OR WATER

This procedure applies where there is evidence of tampering with food packaging, observation of suspicious individuals in proximity to food or water supplies, or if notified of possible food/water contamination by central District staff or local agencies. Indicators of contamination may include unusual odor, color, taste, or multiple employees with unexplained nausea, vomiting, or other illnesses. The administrator or designee will isolate the suspected contaminated food/water to prevent consumption, and will restrict access to the area. Second, the administrator or designee will notify the district safety coordinator of the problem and await further instructions. Meanwhile, a list will be made of all potentially affected students and staff, which will be provided to responding authorities. Law enforcement should be contacted if there is evidence of individuals purposefully contaminating the food or water source.

UNLAWFUL DEMONSTRATION OR WALKOUT

An unlawful demonstration or walkout is any unauthorized assemblage on or off campus by staff or students for the purpose of protest or demonstration. Upon indication that an unlawful demonstration or walkout is about to begin, personnel should immediately notify the administrator or designee. The administrator or designee will initiate the Shelter-in-Place action. Students who ignore this action and leave campus shall be asked to sign his or her name and record address, telephone number and time entered or departed. If students leave the campus, the administrator or designee will designate appropriate staff members to accompany them. These staff members will attempt to guide and control the actions of students while offsite. The administrator or designee should proceed in good judgment on the basis of police or other legal advice, in taking action to control and resolve the situation.

Appendix E: Power Failure / Outage Procedures

Power Failure/Outage Procedures

During any given day, schools may experience a power failure at various locations ranging from a few minutes to several days. Typically, we do not close school unless there is a compelling reason to do so. Classrooms are equipped with emergency supplies, including lanterns, flashlights and walkie talkies. In most short-term power outage situations, there is adequate light from windows and emergency lighting, as well as warm enough conditions for instruction to continue. Teachers are prepared to cope with a short-term power failure and will continue their regular curriculum and/or appropriate substitute assignments.

In the case of a power failure at a school site, River Delta Unified School District will follow these procedures:

- The first day of the power failure/outage, the school will be open, and classes held unless otherwise directed by the Superintendent.
 - If power failure/outage lasts for more than four hours,
 - the parents will receive a phone call from the District authorizing them to check their child out of school for the day.
 - District transportation will still be provided based on regularly scheduled routes.
 - All school staff will remain on site to supervise students who have not been check out of school.
- Food will be prepared by our Food Services Department and served to our students.
- If the school operates on a water well system, portable restrooms and hand sanitizing stations will be ordered and delivered to the site(s). If a generator is available to power the water well(s), it will be connected as soon as possible to restore the water supply.
- If the power is not on by 4:00 a.m. on the second consecutive day, the Superintendent and Director of Maintenance, Operations and Transportation will decide together whether the closing of the school site is necessary. Only the Superintendent can order the closing of a school site.
- If the Superintendent decides to close a school for the day, the Superintendent's office will communicate the information to the community via:
 - District's All-Call System
 - District Website
 - School Website
 - Notices posted at the school site(s):
 - Local Radio Station (if possible)
- Sites not directly affected by a power failure/outage will remain open.

River Delta Unified School District may update these procedures periodically. Please check with your child's school to be sure you are aware of the most current procedures in place.

Appendix F: Catapult EMS Initiated Procedures

THE 4 TYPES OF EMERGENCY DRILLS/PROCEDURES:

Each drill will be initiated in the Catapult EMS

- 1) **EVACUATE! Drill/Procedure** – This is essentially the Fire Drill that we have often practiced in school. Signal is the “fire alarm” buzzer (repeated in all rooms). **TEACHER WILL ASSESS DANGER IN AND AROUND THE CLASSROOM ~ HOLDING STUDENTS IN THE CLASSROOM UNLESS DANGER IS IMMINENT.** Admin will make PA system announcement to remain in class, conduct full evacuation, or conduct partial evacuation. If evacuating, all classes exit QUIETLY and in a single file line from the classroom to the designated area for evacuation. Students wait in a single file line in the evacuation area for the duration of the drill/emergency - - OR they wait for additional instructions to be given if buildings cannot be re-entered. Teachers confirm that all students are present and hold up a GREEN card or a RED card to communicate that there is a problem or someone is missing. **Communicate problems via text message, phone tree, or Catapult.** Everyone re-enters the building @ the “all clear” signal (a regular bell).
- 2) **LOCKDOWN! Drill/Procedure** – This procedure is to be used if there is a need to secure classrooms from an outside threat. **Lockdown will be initiated with Catapult EMS.** You will then hear a voice announcement by the principal over the PA system: **“Lockdown! Locks, lights, out of sight.” This will be repeated 2 times.** All doors should be secured and blinds closed (if applicable). Students should move away from windows and sit on the floor out of view. Teacher utilizes Catapult EMS to declare status and account for all students. Teacher puts a GREEN card up in the window to signify all is well, RED card if there is a problem; NO CARD indicates a teacher has a problem that may require law enforcement entry. Phone lines are to be kept clear for administrative calls into the room. **Communicate problems via Catapult.** Wait for Catapult and PA announcement that the lock down has ended or to receive further information.
- 3) **LOCKOUT! (“All In”) Drill/Procedure** – This procedure is to be used for any purpose in which we need to bring students in from outside to keep them safe indoors with the doors locked. **Catapult EMS is activated by a staff member.** You will then hear the PA message: **“Lockout! Secure the perimeter,” repeated 3 times.** All staff/personnel will open exterior doors and direct students to the nearest open door for entry; staff will blow whistles to alert students to available doors for entry. Classroom is then locked down, as described above, with door locked and students out of view. Teacher utilizes Catapult EMS to declare status and account for all students. A GREEN card is put up if all is well, a RED card is put up if there is a problem, and NO CARD indicates a problem that may require law enforcement entry. **Communicate problems via text message phone tree.**
- 4) **SHELTER!/Shelter in Place Drill** - In case of a hazard evacuation **OR** when students need to be secured in their current location for a period of time for any reason. **Shelter drill will be initiated with Catapult EMS.** You will then hear a voice announcement by the principal over the PA system: **“Shelter in place. Seal your classroom.” This will be repeated 2 times.** All doors should be secured and students should remain in the classroom. Phone lines are to be kept clear for administrative calls into the room. **Communicate problems and account for students via Catapult.** Wait for Catapult and PA announcement that the “Shelter in Place” has ended or to receive further information.

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 14

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

SUBJECT:

Request to the Board to take whatever action they deem necessary to respond to the California School Boards Association (CSBA) Delegate Assembly Elections: Official 2023 Delegate Assembly Ballot for Sub-Region 6-B

BACKGROUND:

“CSBA states the Delegate Assembly is a vital link in the association’s governance structure.”
Ballot material for the election of a representative to the CSBA Delegate Assembly from sub-region 6B (Sacramento County):

- Number of Seats: 5
- Delegates will serve two-year terms beginning April 1, 2023-March 31, 2025

STATUS:

Ballots must be postmarked by March 15, 2023 and the results to be posted by May 11, 2023.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Zero cost to the district to vote for a representative to the CSBA Delegate Assembly

RECOMMENDATION:

That the Board take whatever action they deem necessary, if any.

Time allocated: 3 minutes



California School Boards Association

REQUIRES BOARD ACTION

Due: Weds. March 15—return ballot in enclosed envelope

January 31, 2023

MEMORANDUM

To: All District Board Presidents and Superintendents — CSBA Member Boards
From: Susan Markarian, CSBA President
Re: 2023 Ballot for CSBA Delegate Assembly — **U.S. Postmark Deadline is Weds. March 15**

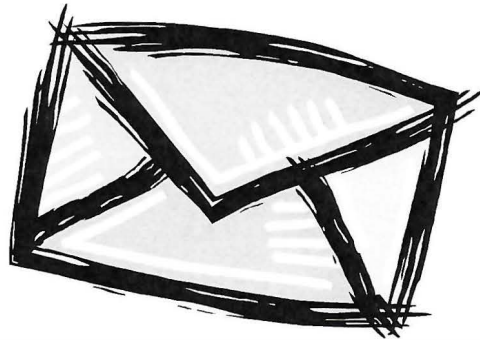
Enclosed is the ballot material for election to CSBA’s Delegate Assembly from your region or subregion. It consists of: 1) the ballot (on red paper) listing the candidates, the reverse side of which contains the names of ALL current members of the Delegate Assembly from your region or subregion; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, provided is a copy of the ballot on white paper to include with your board agenda. **Only the ballot on red paper is to be completed and returned to CSBA. It must be postmarked by the U.S. Post Office on or before Wednesday, March 15, 2023.**

Your Board may vote for up to the number of seats to be filled in the region or subregion as indicated on the ballot. For example, if there are three seats up for election, the Board may vote for up to three candidates. However, your Board may cast no more than one vote for any one candidate. The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district’s stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot). If there is a tie vote, a run-off election will be held, and ballots will need to be postmarked by May 1. Results will be published by May 11, 2023.

All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2023 – March 31, 2025. The next meeting of the Delegate Assembly takes place on Saturday, May 20 and Sunday, May 21, 2023. Please do not hesitate to contact the Executive Office at nominations@csba.org should you have any questions.

Encs: Ballot on red paper and watermarked “copy” of ballot on white paper
List of all current Delegates on reverse side of ballot
Candidate(s)’ required Biographical Sketch Forms and optional resumes
CSBA-addressed envelope to send back ballots



**BALLOTS SHOULD BE RETURNED IN THE
ENCLOSED ENVELOPE; HOWEVER, SHOULD
THE ENVELOPE BECOME MISPLACED; PLEASE
USE YOUR STATIONERY AND RETURN TO:**

**CSBA
DELEGATE ASSEMBLY ELECTIONS
3251 BEACON BLVD.
WEST SACRAMENTO, CA 95691**

**ON THE BOTTOM LEFT CORNER OF THE
ENVELOPE, WRITE THE REGION OR
SUBREGION NUMBER (THIS NUMBER APPEARS
ON THE BALLOT AT THE TOP).**

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **WEDNESDAY, MARCH 15, 2023**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2023 DELEGATE ASSEMBLY BALLOT
SUBREGION 6-B
(Sacramento County)

Number of seats: 5 (Vote for no more than 5 candidates)

Delegates will serve two-year terms beginning April 1, 2023 - March 31, 2025

**denotes incumbent*

Kara Lofthouse (Folsom Cordova USD)

Cindy Quiralte (Natomas USD)

Insufficient nominations were received; however, your board may vote to write in the name of a board member to fill this seat.

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District Name

Date of Board Action

See reverse side for list of all current Delegates in your Region.

REGION 6 – 18 Delegates (11 elected/7 appointed)◇**Director: Jackie Thu-Huong Wong (Washington USD)****Below is a list of all elected or appointed Delegates from this Region.**

Subregion 6-A (Yolo)

Vacant, term expires 2024

Subregion 6-B (Sacramento)

Beth Albiani (Elk Grove USD) ◇, appointed term expires 2023

Michael Baker (Twin Rivers USD)◇, appointed term expires 2023

Nancy Chaires Espinosa (Elk Grove USD) ◇, appointed term expires 2024

Christopher Clark (Folsom-Cordova USD), 2024

Pam Costa (San Juan USD)◇, appointed term expires 2023

Zima Creason (San Juan USD)◇, appointed term expires 2024

Christine Jefferson (Twin Rivers USD), term expires 2024

Chinua Rhodes (Sacramento City USD), term expires 2023

Vacant, term expires 2023

Vacant, term expires 2023

Vacant, term expires 2023

Vacant (Sacramento City USD)◇, appointed term expires 2023

Vacant (Sacramento City USD)◇, appointed term expires 2024

Subregion 6-C (Alpine, El Dorado, Mono)

Misty diVittorio (Placerville Union ESD), term expires 2024

Vacant, term expires 2023

County Delegate:

Shelton Yip (Yolo COE), term expires 2024

Counties

Yolo (Subregion A)

Sacramento (Subregion B)

Alpine, El Dorado, Mono (Subregion C)

View results

Respondent

93 Anonymous

28:22

Time to complete

1. I have been... *

- Appointed
- Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected *

Kara Lofthouse

3. Full name *

Kara Lofthouse

4. Region/subregion *

- 1A
- 1- County
- 2A
- 2B
- 3A
- 3B
- 3C
- 3- County
- 4B
- 4C
- 4D
- 5A
- 5B
- 5- County
- 6B
- 6C
- 7A
- 7B
- 8A
- 8B
- 8C
- 8D
- 9A
- 9B
- 9C
- 9 - County
- 10A
- 10B

- 11A
- 11B
- 11 - County
- 12A
- 12B
- 15
- 15 - County
- 16A
- 16B
- 17
- 17 - County
- 18A
- 18B
- 20
- 21
- 21 - County
- 22
- 23A
- 23B
- 23C
- 24

5. Name of District or COE *

6. Years on board *

7. Profession

Educator/Business Owner

8. Contact number *

9168355272

9. Primary email address *

klofthouse@fcusd.org

10. Are you an incumbent Delegate? *

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. *

I am interested in becoming a delegate as I would like to be a part of the governance team that helps ensure the association reflects the interests of school districts and county offices of education throughout the state and help maintain a focus on what will be of the best interest for all students state wide. I have been an educator myself for the past 15 years and worked in multiple districts, as well as multiple positions, including, but not limited to: teacher, administrator, a curriculum/instruction specialist, and most recently I have opened my own learning center. I have my masters in education-curriculum and instruction with an emphasis on culturally responsive education Knowing all elements of education, and also having relationships across the county, and state through my prior work will benefit my work as a delegate. .

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

While I am very new to our school board, I am on a number of district committees as recently assigned. While working for FCUSD I worked closely with all departments, schools, teachers, administration, staff, community partners, families and the school board. I was an elected board member of California Council of Social Studies, I had the opportunity to be the California delegate for the National Council of Social Studies, I represented our district as well as our County in a number of presentations and events throughout the nation, and I created curriculum for multiple county and state wide programs. I have been trained in all district initiatives, and as a C&I specialist I served on the SEL guiding coalition, was a member of the equity committee, helped develop the equity plan, trained our Professional Learning Community (PLC) coaches, organized and administered grade level district wide PLC meetings, helped with the establishment of the district wide guaranteed and viable curriculum, served as a voting member on the Curriculum Advisory Committee (CAC), lead the history social science adoption, served as the FCEA rep, assisted with the roll out of virtual learning, hybrid learning and the return to in-person learning district plans, served on the planning committee for Mangini Ranch Elementary, and served on the superintendent parent board- to name a few. In 2021 I completed my Master's in Education, with an emphasis in culturally responsive and sustaining education from CSU Sacramento.

When I resigned from my position in 2021, I followed a long time dream of mine in opening my own education enrichment center. At my center we use research affirmed practices such as project based learning, hands on learning, full inclusion, nature based classrooms, cross curricular instruction, whole child education, culturally responsive pedagogy, and multi grade level learning groups. At my learning center we serve home school families with students Pre K-12th grade, during the school year and offer summer camps for all students. It truly is a dream as I am able to put into action all of the research and best practices I know are best for kids.

While working in the C&I Department during the 2020-2021 school year our main focus was the disruption from Covid-19 on our education system and how to come back even better than we were. During this time, I was working on my Masters in Education with an emphasis in Cultural Responsive and Sustaining Education and was constantly reading research that was showing all the ways we could be doing things with more innovation, creativity, and how to invigorate kids and instill a love of learning. At that time, unfortunately, it was not the direction our system was going. Even when a number of our plans for roll outs included much of this research affirmed pedagogy, we were constantly running into roadblocks, that I did not foresee disappearing without someone with knowledge of education, pedagogy, and learning on the school board.

I sat through board meetings for eight years, watching individuals making decisions for the district with little to no knowledge of education, what it is like in the classroom, or what is best for kids, and I spent my career telling my students if you want change, you have to be willing to stand up for the change. I believe my educational background, my passion for education, my longevity in Folsom, my successful business, my knowledge of the region, the schools and priorities, and the connections I already have in the district and the community will help benefit CSBA.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

I foresee one of the biggest challenges facing governing boards is the budget in the next couple of years. Our districts are used to having a lot of one time funds because of Covid the past couple of years, so with this money going away, there will be adjustments that need to be made. I believe CSBA can help by educating our board members state wide of the ins and outs of these changes and how it will impact boards. I believe knowledge is power in every situation, so the more we know the more we are able to be transparent and potentially creative in our funding sources.

I also see a challenge, and in our district in particular is regaining trust of our community and teachers in post-covid time. Our board has work to do in terms of transparency, appropriate communication and behavior of board and community- and getting back to appropriate governance after we went through unprecedented times will be a challenge. Again, knowledge is power, so CSBA could help with ways of communicating with our community.



KL

KARA LOFTHOUSE

EDUCATOR, BUSINESS OWNER, FCUSD SCHOOL BOARD TRUSTEE
E: KLOFTHOUSE@FCUSD.ORG P:916-835-5272

OBJECTIVE

To serve as a CSBA Region 6B delegate.

EDUCATION

- MASTERS OF ARTS, EDUCATION: CURRICULUM AND INSTRUCTION- CSU SACRAMENTO
- BACHELOR OF ARTS, MAJOR: SOCIAL SCIENCE, MINOR: ETHNIC STUDIES – CSU SACRAMENTO
- SB2042 SECONDARY CREDENTIAL SOCIAL SCIENCE- CSU SACRAMENTO
- ENGLISH SUPPLEMENTAL- CALIFORNIA STATE UNIVERSITY, SACRAMENTO
- PRELIMINARY ADMINISTRATIVE CREDENTIAL- CSPACE EXAM
- SCOE LEADERSHIP INSTITUTE- CLEAR ADMINISTRATIVE CREDENTIAL

EXPERIENCE

DIRECTOR OF EDUCATION • WILD ROOTS LEARNING CENTER • 6.2021- PRESENT

CURRICULUM & INSTRUCTION SPECIALIST • FCUSD • 8.2020- 8-2021

ASSISTANT PRINCIPAL • FOLSOM MIDDLE SCHOOL • 1.2020 – 6.2020

LEAD HISTORY SOCIAL SCIENCE TEACHER • FCUSD • 3.2018 - 1.2020

TEACHING AP/DIRECTOR OF ACTIVITIES/6th and 7th H-SS TEACHER • FOLSOM MIDDLE SCHOOL • 7.2014 - 3.2018

6th, 7th, 8th HISTORY-SOCIAL SCIENCE TEACHER • NP3 MIDDLE SCHOOL • 7.2009- 7.2014

REFERENCES

JIM HUBER – FCUSD- ASSISTANT SUPERINTENDENT – 916.501.2997
LORI EMMINGTON – FCUSD- DIRECTOR OF CURRICULUM & INSTRUCTION, CASCP MENTOR- 916.802.833
CHANNA COOK- HARVEY- SCOE- EXECUTIVE DIRECTOR, PLANNING & IMPROVEMENT- 504.250.9690

SKILLS

- SCOE Region 3 CLIC, CCSS Region 3 Board Member, NCSS California Delegate, Department Lead Teacher, Grade Level Lead Teacher, Mentor Teacher for CSUS, PLC Institute Trained- DuFour and Solution Tree, BTSa Mentor, GaVC 6-12 H/SS, Marzano Coaching, Social Emotional Learning, C&I Development, Project Based Learning, WASC, Student Assessment and Data analysis, Step Up to Writing, Discipline without Stress- Marvin Marshall, Museum of Tolerance equity training, Mental Health First Aid, Differentiated Instruction, Cooperative Learning and Interdisciplinary planning, Yearbook Advisor, Response to Intervention, Standards Based Report Cards, Advisory program developer, Area 3 Writing Project, CCSS Framework, ATI Conference, CORE Vocabulary Development, Anti-Bullying and Positive Behavior Intervention, Competitive Soccer Coach, TCI Training, IEP Admin Designee, Elementary PL Coaches, Pilot and Implementation of Curriculum and Framework, Curriculum Advisory Committee, School Unity Project, Intervention, Ethnic Studies Curriculum Development, CA History Framework, C3 Framework, Census 2020 Curriculum Development, Cultural Responsiveness, EPOCH trained, ELPAC and CAASPP Testing coordinator, LETRS, Google Certification, Cultural Linguistic Responsive Instruction, Business owner, Director of Curriculum and Instruction, Business Management, Social Media, Marketing

Delegate Assembly Biographical Sketch Form for 2023 Election



Deadline: Saturday, January 7, 2023 | No late submissions accepted

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state "see résumé." Do not re-type this form. Please submit completed form via e-mail to nominations@csba.org by no later than 11:59 p.m. on January 7, 2023. Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2023. **It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline.**

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected. **Signature:** Cindy Quiralte **Date:** 1/23/2023

Name: Cindy Quiralte **CSBA Region & subregion #:** Sacramento, 8
District or COE: Natomas Unified School District
Profession: Primary E-mail: _____ **Years on board:** 0
Cquiralte@natomasunified.org **Contact Number (X Cell Home Bus.):** 916-598-5244

Are you an incumbent Delegate? Yes No **If yes, year you became Delegate:** _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am interested in serving as a Delegate Assembly for the Natomas Unified School District because I possess a varied professional background with experience focusing on K-12 Education, leading statewide initiatives focused on issues of equity, and Ethnic Studies, and serve as a board member for the Puente Program who's mission is to increase the number of educationally underrepresented students who enroll in four year universities earn college degrees and return to their community to serve as mentors and leaders to future generations. I have been a member of the Capitol Community for nearly a decade and have strong relationships in the area that can help advance the region.

Please describe your activities and involvement on your local board, community, and/or CSBA
I currently serve as the Family Engagement Coordinator at the California Department of Education leading, a newly formed Parent Advisory Council. I have experiencing leading statewide initiatives, and focusing on issues of Ethnic Studies, Eliminating Stigma for Mental Health, and Community Schools.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The biggest challenge facing governing boards is training new school board members around issues of race, equity, and social justice in a sustainable matter that will lead to lasting impacts within their district for staff and students.

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: x

From: Codi Agan, Director of Personnel

Item Number: 15

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

SUBJECT:

Request to Approve Agreement of Collaboration Between California Department of Education, The Ministry of Education & Vocational Training of Spain, and River Delta Unified School District for California /Spain Visiting Teacher Program 2023-2024.

BACKGROUND:

The California Department of Education is a designated sponsor by the United States Department of State of the Exchange Teacher Visitor Program. The Exchange Teacher Visitor Program regulations implement the Mutual Educational and Cultural Exchange Act of 1961, as amended, Public Law 87-256, 22 U.S.C. 2451, et seq. (1988). The purpose of the Act is to increase mutual understanding between the people of the United States and the people of other countries by means of educational and cultural exchanges, which assist the Department of State in furthering the foreign policy objectives of the United States.

STATUS:

Participation in the California/Spain Visiting Teacher Program for the 2023-2024 school year will help enrich the Dual Immersion Program we currently have at Bates Elementary School.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the Agreement of Collaboration between California Department of Education, The Ministry of Education & Vocational Training of Spain, and River Delta Unified School District for California /Spain Visiting Teacher Program 2023-2024

Time allocated: 2 minutes



**AGREEMENT OF COLLABORATION BETWEEN
THE CALIFORNIA DEPARTMENT OF EDUCATION,
THE MINISTRY OF EDUCATION & VOCATIONAL TRAINING OF SPAIN,
AND River Delta USD SCHOOL DISTRICT/CHARTERSCHOOL**

CALIFORNIA/SPAIN VISITING TEACHERS PROGRAM 2023–24

Article 1

BACKGROUND AND PURPOSE

The California Department of Education is a designated sponsor by the United States Department of State of the Exchange Teacher Visitor Program. The Exchange Teacher Visitor Program regulations (see Attachment 1) implement the Mutual Educational and Cultural Exchange Act of 1961, as amended, Public Law 87-256, 22 U.S.C. 2451, et seq. (1988). The purpose of the Act is to increase mutual understanding between the people of the United States and the people of other countries by means of educational and cultural exchanges, which assist the Department of State in furthering the foreign policy objectives of the United States.

This Agreement of Collaboration is established pursuant to the Memorandum of Understanding entered February 17, 2000, and updated in 2005 and 2014, between the California Department of Education, and the Ministry of Education & Vocational Training of Spain (hereafter referred to as the Ministry of Education). The purposes of this agreement are to:

- 1.1. Place teachers from Spain in K–12 public school teaching positions in California schools where their language skills and their professional background and experience can enrich the education of California's students;
- 1.2. Provide the visiting teachers, as well as California students, teachers, and the State's general public with a cross-cultural experience that can foster mutual understanding and respect; and
- 1.3. Create opportunities for the visiting teachers to build their professional expertise and English language skills and to better understand American culture, society, and teaching practices.

Article 2

GENERAL PROVISIONS

In agreeing to participate in the Exchange Teacher Visitor Program for the 2023–24 school year and approving this Agreement of Collaboration, the River Delta School District/Charter School agrees to:

- 2.1. Identify the number of teaching positions and the areas of expertise for which it will recruit visiting teachers from Spain by March 15, 2023.
- 2.2. Designate a school district/charter school representative who will participate in the visiting teacher selection, tentatively set during a week in April (date to be determined) and who will have the authority to offer contracts of employment to visiting teachers on the same terms and conditions as regular teachers.
- 2.3. Maintain close contact with the visiting teachers prior to their arrival in California and provide them with the academic standards for the school district/charter school and other materials related to their teaching assignments and professional expectations.
- 2.4. Provide the necessary documentation to the California Department of Education for the Certificate of Eligibility for Exchange Visitor (J-1) Status: i.e., a written offer of employment signed by the teacher.
- 2.5. Process the California credential applications for the visiting teachers.
- 2.6. Ensure that the assignment of each visiting teacher is consistent with the assignment the visiting teacher was offered at the time of the selection; provided that, in the event this is not honored, the teacher will hold the right to reject the assignment. In the event the school district/charter school offers the visiting teacher an alternative assignment outside the scope of Article 3 of this Agreement, the reimbursement rights under Article 2, Section 2.12, will apply.
- 2.7. Identify at the earliest possible time the specific school, grade, and subject assignment the visiting teacher will be given. The teaching position shall be in compliance with any applicable collective bargaining agreement. (Title 22 Code of Federal Regulations [CFR], Section 62.24 (f)(3)). In any case, School Districts need to place teachers at a school before the Responsible Officer issues the DS-2019 and no later than mid-June 2023.
- 2.8. Provide housing information and assistance upon arrival (e.g. support with Social Security Number application, fingerprinting, background checks, etc.), and organize orientation and professional development activities to meet the needs of the visiting teachers.
- 2.9. Ensure that schools that will take in a visiting teacher have a strong yearlong mentoring program in place.

- 2.10. Ensure that the visiting teachers are afforded the opportunity to participate in professional development and cultural activities both as participants and resources.
- 2.11. Assist the visiting teacher in preparing for the California Basic Education Skills Test (CBEST) examination and California Teacher of English Learners (CTEL) requirements.
- 2.12. Barring unusual extenuating circumstances, ensure school district/charter school employment for visiting teachers for at least one school year; in the event of dismissal for causes other than lack of professional skills or professional misconduct, the teacher will be eligible for statutory compensation. In addition, the school district/charter school will reimburse the visiting teacher as follows for direct costs incurred for travel and arrival to the school district/charter school for the teaching assignment offered during the selection process: Processing fees for the J-1 non-immigrant visa, round-trip airline tickets, insurance, hotel, and rental deposits. Such payment is due within 30 days upon receipt of proof for actual costs incurred by the visiting teacher.
- 2.13. Inform the California Department of Education promptly by telephone (confirmed promptly in writing) of any serious problem or controversy that may lead to the termination of a teacher on J-1 status. (See Attachment 1, 22 *CFR*, sections 62.13).
- 2.14. Cooperate with the California Department of Education in the implementation and evaluation of the 2023–24 Exchange Visitor Program in accordance with the United States Department of State regulations, 22 *CFR*, sections 62.10, 62.13, 62.14 (a), 62.15, 62.16, 62.24 and 62.40. (See Attachment 1.)

Article 3

DESIGN OF THE PROGRAM FOR THE SCHOOL YEAR

- 3.1. Positions and Characteristics:
 - 3.1.1. Total number of Spanish teachers requested 1
 - 3.1.2. Intended dates of employment 8.4.23 - 6.7.24
 - 3.1.3. Proposed arrival date in the school district/charter school 8.1.23
 - 3.1.4. Effective beginning teaching date (not before August) 8.4.23
 - 3.1.5. Will the visiting teachers be paid a salary or stipend for preservice training and orientation? Yes No () Dates 8.4.23-8.8.23
 - 3.1.6. River Delta School District/Charter School
intends to hire visiting teachers for the following positions:

Multiple Subject Credentials

Grades	Alternative Program: Bilingual Education	Dual Language Immersion	Structured English Immersion	Total Teachers
TK			N/A	
K			N/A	
1			N/A	
2		X	N/A	1
3		X	N/A	
4			N/A	
5			N/A	
6			N/A	
7/8			N/A	

Single Subject Credentials

Subject Matter	Middle School	High School	Total Teachers
Spanish as a Foreign Language			
Spanish for SP Speakers			

3.2. Selection Process:

3.2.1. In December 2022, the Ministry of Education announces teaching positions for visiting teachers for the 2023–2024 school year.

3.2.2. The Ministry of Education preselects a number of candidates among qualified teacher applicants.

3.2.3. The representative(s) from the California Department of Education conducts the mini-CBEST and English language proficiency test based on the Foreign Service Institute (FSI) and provides a list of qualified teachers with passing scores to representatives of the Ministry of Education.

3.2.4. The selection committee composed of representatives of the participating school district/charter school, representative(s) of the California Department of Education, and representatives of the Ministry of Education conduct the final selection process.

3.2.5. River Delta School District/ Charter School will allow:

Mr./Ms. Kiwan Gomez Position Principal to conduct interviews from among the preselected qualified candidates on behalf of the River Delta School District/Charter School.

Mr./Ms. Kiwan Gomez will hire 1 (number) teachers

3.3. Program Development:

3.3.1. The River Delta School District/Charter School designates Mr./Ms. Kiwan Gomez as the liaison appointed for the specific purpose of coordinating and complying with the terms of this Agreement of Collaboration, and to cooperate in its implementation with the designated staff of the California Department of Education and the Ministry of Education.

3.3.2 The liaison will ensure effective and ongoing communication with the visiting teachers and site administrators in order to provide a high level of monitoring and support to the visiting teachers.

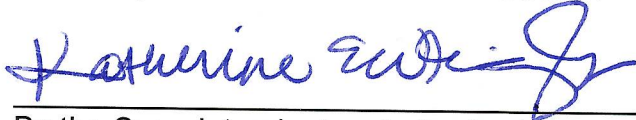
Article 4

RESPONSIBILITIES OF THE CALIFORNIA DEPARTMENT OF EDUCATION

- 4.1. The California Department of Education agrees to issue the Certificate of Eligibility for Exchange Visitor (J-1) Status in accordance with the United States Department of State regulations governing the Exchange Visitor Program, 22 *CFR*, sections 62.14 and 62.24. The United States Embassy has the authority to grant or to deny the J-1 visas.
- 4.2. The California Department of Education agrees to collaborate with the Embassy of Spain, the Consulate General of Spain Education Offices, and with the River Delta School District/Charter School in providing an orientation and monitoring the visiting teachers in accordance with the Exchange Visitor Program regulations, 22 *CFR*, Section 62.10. (See Attachment 1.)
- 4.3. The California Department of Education's responsibility under this agreement is limited to its roles: (1) as a sponsor as defined in the United States Department of State regulations governing the Exchange Visitor Program, 22 *CFR*, Part 62, and (2) in the activities outlined in the Memorandum of Understanding with the Ministry of Education.
- 4.4. The California Department of Education is neither a party to, nor responsible for, any agreements between the visiting teacher and other organizations, or the employment contract between the River Delta School District/Charter School and the visiting teachers, except as it relates to the non-immigrant J-1 program status of the exchange visitor. (See 2.12. of this Agreement.)

This Agreement of Collaboration will become effective on the date of its signature and will be operative for the school year 2023–24. Agreements are for one year in duration and are updated for four additional years as needed to meet the requirements of the Exchange Visitor Program, 22 *CFR* Part 62. (See Attachment 1)

Tony Thurmond
State Superintendent of Public Instruction



By the Superintendent or Authorized Representative
of the School District/Charter School

Date



Date

By the Ministry of Education of Spain
Lourdes Orueta Mendia, Education Attaché

Date



California Department of Education



Ministerio de Educación y Formación Profesional

CALIFORNIA/SPAIN VISITING TEACHERS PROGRAM 2023–24
PRELIMINARY INFORMATION SHEET

CHARTER SCHOOL/DISTRICT River Delta USD

Correspondence regarding CSVTP should be directed to:

DESIGNATED CHARTER SCHOOL/DISTRICT REPRESENTATIVE

NAME/SURNAME Michel Jair Kiwan Gomez

POSITION Principal

TELEPHONE 916-775-1771

E-MAIL mjkiwangomez@rdusd.org

ADDRESS 180 Primasing Avenue, Courtland, CA 95615

ACCOUNT TO BE USED ON INTERVIEWS

REPRESENTATIVES WHO PLAN TO INTERVIEW (include email addresses)

mjkiwangomez@rdusd.org, nvielhauer@rdusd.org

IS THE CHARTER SCHOOL/DISTRICT PLANNING TO INTERVIEW ON SITE, IN MADRID?

YES NO POSSIBLY

ANTICIPATED NUMBER OF POSITIONS FOR VISITING TEACHERS

NUMBER	GRADES	NATURE OF POSITION (Multiple Subject or Single Subject in Spanish). <i>Please note that English Immersion is not available.</i>
1	K-6	Multiple Subject w/ BCLAD
	7-8	
	9-12	

Previous district experience with teachers trained in other countries:

Please email this *Preliminary Information Sheet* it by Tuesday, February 14, 2023 to: sonia.cabrerizo@educacion.gob.es and monica.comas@educacion.gob.es

Please note that you will need to submit the *Agreement of Collaboration* with original/wet signature to Soledad Gutierrez, Bilingual Education Consultant, California Department of Education, 1430 N Street, Suite 4309, Sacramento, CA 95814, no later than Wednesday, March 15, 2023.



California/Spain Visiting Teachers Program 2023–24

SCHEDULE OF EVENTS

1. December 2022

- Positions are announced in the Spanish Official Gazette. Spanish teachers apply by the December 2022 deadline.
- The California Department of Education (CDE) and the Ministry of Education invite California school districts/charter schools to attend informational sessions on the California/Spain Visiting Teacher Program (VTP).

2. February–March 2023

- **January:** CDE conducts Information Sessions with interested districts/charter schools.
- **January 18, 2023, Wednesday, from 9 a.m. to 12 p.m.** at Willow Creek Center, 1026 Mohr Lane, Concord, CA 94519. Please confirm your attendance with **Sonia Cabrerizo Diago**, Education Advisor, Consulate General of Spain, by phone at 415-922-2038 or by e-mail at sonia.cabrerizo@educacion.gob.es.
- **January 26, 2023, Tuesday, from 10 a.m. to 1 p.m.** at the Education Office, Consulate General of Spain, 5055 Wilshire Boulevard, Suite 204, Los Angeles, CA 90036. Please confirm your attendance with **Mónica Comas Rodríguez**, Education Advisor, Consulate General of Spain, by phone at 323-852-6997 or by e-mail at monica.comas@educacion.gob.es.
- School districts/charter schools receive approval from their respective superintendents or board of trustees to participate in the CDE/Spain VTP.
- **February 14:** School districts/charter schools submit a scanned copy of the Preliminary Information Sheet.
- **March 15:** School districts/charter schools submit a scanned copy of the signed Agreement of Collaboration to the Responsible Officer, Soledad Gutierrez, via email at sgutierrez@cde.ca.gov.
- School districts/charters send original signed Agreement of Collaboration by postal mail to: **Soledad Gutiérrez, Bilingual Education Consultant, California Department of Education, 1430 N Street, Suite 4309, Sacramento, CA 95814.** Only school districts/charter schools that submit the Agreement of Collaboration by this date will be able to participate in the selection process to hire teachers for the 2023–24 school year.

- **March 15:** School districts/charters email salary tables and school calendar to sgutierrez@cde.ca.gov.
- Candidate preselection: Applicant Résumés are received and reviewed by CDE and Ministry of Education representatives in Sacramento.

3. April 2023

- An updated packet with information about the school district/charter school covering the general school calendar and salary schedules will be provided to the Ministry of Education representatives in San Francisco and Los Angeles.
- The Ministry of Education and CDE representatives conduct Phase I of the selection process (Mini California Basic Educational Skills [CBEST] and oral test). This phase takes place during the first two days of the hiring week, Monday and Tuesday, **tentatively in April**.
- The CDE and the Ministry of Education conduct meetings to review procedures for hiring teachers in the case of school districts/charter schools who conduct interviews. Written procedures will also be provided.
- **Interviews will be conducted during a week in April (date to be determined).**

4. May–June 2023

Ministry of Education:

- Reviews and evaluates visiting teachers' academic records.
- Prepares salary evaluations, to be approved and signed by the CDE.

CDE:

- Receives documents from teachers and districts/charter schools.
- Meets with the California Commission on Teacher Credentialing (CTC) staff to receive letter of eligibility for teaching credentials.
- Prepares certificates of eligibility for the J-1 Exchange Visitor Status (Form DS-2019).
- Provides information on expected dates of arrival of J-1 teachers in California, pursuant Code of Federal Regulations (22 CFR 62.10(c)).
- Contacts charter schools and school districts to coordinate teachers' arrival.

School Districts/Charter Schools:

- Provide assignments in the appropriate instructional setting in accordance with the signed Agreement of Collaboration and the teaching credential authorized by the CTC.

- Provide visiting teachers with information on: dates of district orientation for new teachers, district calendar for 2023–24 school year, lodging arrangements, program of instruction, textbooks, etc.
- School districts provide appropriate information on VTP and its specific characteristics to school principals who are new to the program.

5. July–September 2023

CDE and Ministry of Education:

- The Ministry of Education provides intensive orientation course in Madrid in July (alternative online course).
- The CDE reviews and signs salary evaluations.
- The CDE mails copies of form DS-2019, CTC letters of eligibility, and salary evaluations to school districts/charter schools.
- Visiting teachers arrive in California mid-July. Actual teaching assignments expected not before August.
- Mandatory orientation organized by the Ministry of Education and the CDE takes place in Northern and Southern California late July.
- Contact teachers, charter schools and school districts to coordinate teachers' arrival (school calendar, orientation days, flights, etc.).
- Assist teachers in the transition to the United States.

School Districts/Charter Schools:

- Assist teachers in the transition to the United States (living arrangements, Social Security Numbers, bank accounts, mentors, etc.).
- Provide all visiting teachers contracts and a professional relationship with a mentor for assistance and support for at least one month.
- Receive salary evaluations and ensure that the visiting teachers are placed in the appropriate salary step and column.
- Arrange orientation workshops for visiting teachers.
- Submit Credential Application Form 41-4 to the CTC.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: 4 _____

From: Tammy Busch, Asst. Supt. Business

Item Number: 16 _____

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

SUBJECT: Request to Approve the Letter of intent with Syserco Energy Solutions to Conduct Solar Feasibility Analysis and Complete Interconnect Applications

BACKGROUND:

The Board has expressed interest in exploring whether solar would be an option to reduce the District's utility cost. On behalf of the District, RGM Kramer has obtained the three attached proposals for solar consulting and analysis. During the process it was learned that the California Public Utilities Commission approved in January 2023, new tariffs for PG&E that will significantly reduce the price they pay to solar providers for purchase of excess electricity. This could have a significant impact on the financial feasibility of any future solar plans. In order to be vested in the old tariff, interconnect applications must be submitted to PG&E and deemed complete by April 14, 2023. Therefore, it is imperative that the District proceed immediately with interconnect applications if they wish to consider installing solar in the near future.

STATUS:

Of the three proposals received, two are straight forward consulting proposals and the third includes an option to proceed with an implementation phase via an Energy Services Agreement and/or Power Purchase Agreement. Such agreements would allow the District to install solar with no capital outlay. The attached letter from RGM Kramer explains the proposals in more detail. Additionally, the vendor for the third proposal, Syserco Energy Solutions completed a preliminary review and analysis for the District approximately three years ago and is in a unique position to proceed with the interconnect applications in an expeditious manner. If the District proceeds with the implementation phase, the cost of preparing and submitting the applications will be included in the project cost. If not, the District will reimburse Syserco \$33,500 for the cost to complete the applications which is slightly less than the other two firms proposed. Should the District proceed with the implementation phase, Syserco recommends the District engage a third party consultant to review and analyze and the proposed agreements. Staff agrees with this recommendation and will bring a proposed third party consulting agreement to the Board at a later date for approval.

PRESENTER:

Tammy Busch, Chief Business Officer and Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Maria Denney and Ralph Caputo, RGM Kramer

COST AND FUNDING SOURCES:

General Fund (0000), not to exceed \$33,500.

RECOMMENDATION:

That the Board approves the attached letter of intent with Syserco Energy Solutions and authorize Syserco to complete solar interconnect applications on behalf of the District.

Time allocated: 3 minutes



Program & Construction
Management

February 1, 2023

Ms. Tammy Busch
Assistant Superintendent of Business Services
River Delta Unified School District
445 Montezuma Street
Rio Vista, CA 94571

Dear Tammy,

On behalf of the District, we have obtained three proposals for solar consulting and analysis for the RDUSD sites. Two are straight forward consulting proposals and the third includes the option to proceed with an implementation phase through an Energy Services Agreement and/or Power Purchase Agreement.

Six of the RDUSD schools and the District Office are served by Pacific Gas and Electric (PG&E). The other two schools are served by Sacramento Municipal Utility District (SMUD). In January, revised tariffs were approved by the California Public Utilities Commission for PG&E that significantly reduce the amounts PG&E will pay to solar providers to purchase excess electricity. This tariff change will have a significant negative impact on the feasibility of solar for PG&E customers. This tariff change does not affect the sites served by SMUD.

In order to be vested in the old tariffs, interconnect applications will need to be submitted and accepted as complete by April 14, 2023. Normally, the process would be to complete an analysis first then proceed with interconnect agreements and design based on the results of the analysis. Because the economic impact of not being vested in the old rates is potentially significant, we are proposing to proceed immediately with interconnect applications and following with a more detailed analysis and design if the District elects to proceed.

The three attached proposals are summarized as follows:

Sage Energy Consulting

Sage proposes to complete a feasibility study for \$45,000 and nine interconnect applications for \$45,000 (\$5,000 each).

Terra Verde Energy:

Terra Verde proposes to complete the interconnect applications for \$5,000 each and has waived additional fees for the analysis.

Ms. Tammy Busch
February 1, 2023

Syserco Energy Solutions:

Syserco proposes to complete and submit the interconnect applications and implement a solar installation for no capital outlay by the District. If the District elects to not proceed with the implementation phase with Syserco, they will be reimbursed \$33,500 for the cost of the interconnect applications. If the projects proceeds with the implementation phase, the cost will be included in the project cost. Syserco understands and recommends that the District will retain a third party to review of the analysis and proposed agreements. Implementation would be with no capital outlay by the District through an Energy Services Agreement and/or Power Purchase Agreement.

Syserco completed a preliminary review and analysis for the District approximately three years ago and is in a unique position to move expeditiously to prepare and complete the required interconnect applications, and, their proposed fee to complete these applications is the slightly less than the other two firms. We recommend proceeding with Syserco at a cost not to exceed \$33,500. Should the District proceed with the implementation phase, we further recommend that the District contract with either Sage or Terra Verde to conduct a third-party review of the analysis and agreements.

Please let me know if you have any questions.

Sincerely,

Marlin L. Jones
Sr. Program Manager

Cc: Ralph Caputo, RGMK
Maria Denney, RGMK

Task Order River Delta USD Solar PV and BESS Feasibility

Task Order # 22056.01

This Task Order is pursuant to the Master Services Agreement (“MSA”) between Sage Renewable Energy Consulting, Inc., an NV5 company, (“SAGE”) and River Delta Unified School District (“CLIENT”) dated 12/27/2022.

This Task Order must be mutually executed before work is commenced.

Project Name River Delta USD Solar PV and BESS Feasibility
Client River Delta Unified School District
Physical Location Solano County
Estimated Start Date January, 2022
Estimated End Date April, 2023
Estimated Fees Not to exceed \$90,000

Project Contacts

SAGE	River Delta Unified School District
Name: Alek Antczak	Name: Tammy Busch
Title: Director of Energy Strategy	Title: Assistant Superintendent of Business Services
Email: alek.antczak@nv5.com	Email: tbusch@rdusd.org
Phone: (415) 663-9914	Phone: (707) 374-1715
Address: 101 Lucas Valley Road, Suite 101 San Rafael, CA 94903	Address: 445 Montezuma Street Rio Vista, CA 94571

Project Overview

This task order outlines feasibility study and interconnection application services for the evaluation and potential procurement of solar PV and Battery Energy Storage Systems (“BESS”) on 9 CLIENT site(s). The feasibility study will focus on the following site(s):

- District Offices, Rio Vista, CA
- Rio Vista High School, Rio Vista, CA

- Riverview Middle School, Rio Vista CA
- D. H. White Elementary School, Rio Vista, CA
- Isleton Elementary School, Isleton, CA
- Walnut Grove Elementary School, Walnut Grove ES
- Bates Elementary School, Courtland, CA
- Delta High School, Clarksburg, CA
- Clarksburg Middle School, Clarksburg, CA

Feasibility will include conceptual solar PV system and BESS designs developed in discussion with CLIENT, estimated build cost and financing, with modeling of lifetime physical and financial performance for up to two design scenarios at each site. SAGE will perform modeling with industry standard tools, including Helioscope and Energy Toolbase. This Task Order assumes analysis of up to three finance options: Power Purchase Agreement (PPA), Lease, and cash purchase using bond funding.

On December 15, 2022, Net Energy Metering (NEM) in California transitioned from the current scheme called NEM 2.0 to a new scheme called NEM 3.0 for customers of the three regulated utilities: PG&E, SCE, and SDG&E. NEM 3.0 will result in a significant reduction in value of energy produced by customer solar PV systems in these utility territories. Customers can lock in the previous NEM 2.0 scheme for solar PV projects for a 20-year grandfathering period by submitting interconnection applications before NEM 3.0 is implemented on April 15, 2023.

Sage will prepare and submit up to nine (9) NEM interconnection applications and will manage the applications and review and update them as needed with this intent of having the applications “deemed complete” by the utility prior to the NEM 3.0 final transition or April 15, 2023, to grant the project NEM 2.0 grandfathering for 20 years. Once the applications are “deemed complete” the interconnection scope of work in this Task Order will be completed, and any additional interconnection work will be completed under a new Task Order. Since River Delta USD has sites in both PG&E and SMUD territories, the final number of interconnection applications will be determined during the initial feasibility review of the sites.

Interconnection Applications will be submitted for one electrical utility service at each of the 9 sites. This should provide NEM 2 grandfathering on all sites and will provide flexibility to choose which sites to proceed with a project.

Based on the results of the feasibility study, some of the initial sites may not be deemed ideal for a solar PV project. CLIENT may elect to move forward with the project at selected sites if all the sites are not chosen. SAGE can proceed with additional services at the selected sites to assist with procurement, implementation, and asset management of the PV systems as outlined in Appendix A, of this task order.

Scope of Work

Task 1 Feasibility Study

Feasibility Review to Qualify Project Sites

- 1.1 Meet with CLIENT to discuss feasibility scope, schedule, goals, informational needs, constraints, and preferences.
- 1.2 Collect historical energy consumption data and planned changes to site usage/energy efficiency measures for each site to estimate future energy consumption.
- 1.3 Conduct site visits to evaluate potential system component locations, limitations, existing conditions, and to investigate electrical infrastructure.
- 1.4 Create models of conceptual PV + BESS for each site.
- 1.5 Generate PV system energy production profiles utilizing Helioscope design software.
- 1.6 Review and finalize system sizing and locations for each site with CLIENT.
- 1.7 Estimate system costs and approximate value of energy.
- 1.8 Identify potential project grants, incentives, or other funding mechanisms.
- 1.9 Perform financial modeling with multiple financing scenarios.
- 1.10 Create high-level project schedule and identify critical milestones.
- 1.11 Develop Draft Feasibility Review memorandum and review with CLIENT.
- 1.12 Incorporate CLIENT comments into Final Feasibility Review memorandum.

Site Visits: Up to two days of site evaluations.

Task 2 Prepare, Submit and Manage Interconnection Applications

- 2.1 Access customer utility service account to verify meter identification information and download the most recent 12-month history of electricity consumption data.
- 2.2 Prepare conceptual site plans, conceptual electrical single line diagrams, and any other required interconnection application materials.
- 2.3 Prepare all interconnection application documents, review for accuracy and submit to CLIENT for review and execution.
- 2.4 Submit executed interconnection application via the utility's web portal.
- 2.5 Manage Interconnection Application
- 2.6 Manage coordination of any application changes required by utility to achieve "deemed complete" status.

Site Visits: None, all work done remotely.

Schedule and Deliverables

Task	Start Date	End Date	Deliverables
1 Feasibility			
Feasibility Study	January 2023	March 2023	<ul style="list-style-type: none"> – Feasibility Review Memo Draft & Final – Board Presentation
2 Prepare, Submit and Manage Interconnection Applications			
Prepare and Submit Interconnection Applications	January 2023	January 2023	<ul style="list-style-type: none"> – Application materials – Submitted interconnection applications
Manage Interconnection Applications	January 2023	April 2023	<ul style="list-style-type: none"> – Updated interconnection application (as needed up to 7 hours per application)

Project Requirements and Assumptions

1. Travel to CLIENT sites per site visit assumptions outlined in Scope of Services. Project travel assumes one representative per visit unless otherwise noted. Additional travel beyond the trips listed may require additional budget.
2. Assumes schedule listed. Delays or extension of the assumed schedule outside of SAGE’s control may require additional budget.
3. All deliverables will be delivered in electronic format.
4. Interconnection Applications will be prepared for the number of CLIENT sites with a single utility company electrical service (NEM). CLIENT facilities with multiple aggregated utility company electrical services (NEMA) can or additional sites or service evaluation may increase fees.
5. CLIENT staff will identify location of main utility electrical service meter and switchgear at each site, provide service ratings, and photos, if needed.
6. SAGE will pay the interconnection application fee on behalf of the CLIENT directly to the Utility, up to \$200 per application. If there are interconnection studies or expanded Rule 21 interconnection fees, SAGE will pass through the cost of any fees greater than \$200 to the CLIENT with no markup.
7. This Task Order is only for site review and interconnection application preparation, submittal and management. If additional work is required, it will be handled under a separate Task Order.
8. This Task Order includes up to up to 7 hours of support per application to manage the Interconnection Application. If additional work is required, it will be handled under an amended or separate Task Order.

9. Site information/data will be made available to SAGE as needed. If scope includes on-site review and/or data collection, on-site work will be limited to visual inspections of potential system locations, electrical services, and existing site conditions.
10. CLIENT will provide estimates of changes in electricity consumption based on energy efficiency measures, anticipated changes to site usage, and new construction.
11. CLIENT will provide access to all sites under consideration for site walks, including access to electrical services at each site.
12. CLIENT will provide necessary staff support for site visits, access to electrical gear, timely responsiveness to questions, reviews, and data requests.
13. Feasibility will not include new or invasive site investigations (e.g., geotechnical studies, structural investigation, shutdown/inspection of electrical services, etc.).
14. This proposal assumes the systems will not include a microgrid system or load studies.
15. Developer will assume responsibility for the interconnection process once under contract and will be responsible for final interconnection approval with the electrical utility.
16. Design, construction, and commissioning of project will be performed by others. If contracted, SAGE will provide design review, technical assistance during construction, review/oversight of Developer's commissioning, inspections/performance assessment as noted, and asset management.
17. CLIENT will self-perform or separately contract day-to-day construction management and be available for required AHJ inspections.

Fee and Payment Schedules

The Task fees listed in this section are based on anticipated workload for the scope set forth in this Task Order.

Task Fee Table

	Task	Fixed Fee
1	Feasibility Study for 9 sites	\$45,000
2	Prepare, Submit and Manage up to 9 Interconnection Applications (\$5,000/application)	\$45,000*
	Project Total (NTE)	\$90,000*

* The fees shown for Task 2 are listed as not to exceed (NTE). Final fees for Task 2 will be determined after initial Feasibility Review and will be based on the number of interconnection applications filed on the District's behalf.

Hourly Fee Schedule


SAGE can provide additional services if requested by CLIENT on a time and materials (T&M) basis. T&M work is billed at the hourly rates listed below for project work completed through December 31, 2023. Updated hourly fees will be provided by Sage as necessary prior to each new calendar year. SAGE will not exceed project NTE limits without consent of CLIENT.

Title	2023
Principal	\$310
Associate Principal	\$265
Subject Matter Expert	\$415
Senior Project Manager	\$260
Project Manager	\$225
Senior Engineer/Data Scientist	\$225
Construction Manager	\$210
Engineer/Data Scientist	\$195
Senior Analyst/Technician	\$195
Analyst/Technician	\$160
Program Support Specialist	\$120
Energy Intern	\$120
Project Administrator	\$95

Billing and Payment Terms

SAGE invoices monthly with terms of Net 30.

IN WITNESS WHEREOF, authorized representatives of both SAGE and CLIENT have executed this agreement as of the date set forth above.

SAGE	River Delta Unified School District
	
Name: David Williard	Name: Tammy Busch
Title: Principal	Title: Assistant Superintendent of Business Services
Date: 12/27/22	Date:

Appendix A

Additional Services

The following services are available to manage the solar PV and BESS project through to completion, commissioning, and asset management for a pre-determined number of years. These services are informed by the results of the feasibility study outlined in Task 1 of the preceding scope of services. As such, a new Scope of Services with corresponding pricing will be developed at that time, if the CLIENT wishes to proceed with any or all of the following tasks.

Task 3 Procurement

RFP Preparation & Procurement Management

- 3.1 Create Request for Proposals (RFP) using SAGE RFP proposal forms, including electronic submittal documents and additional information (project requirements, specifications, contract terms) not provided by CLIENT and CLIENT Legal Counsel.
- 3.2 Review RFP documents with CLIENT and CLIENT Legal Counsel.
- 3.3 Produce Final RFP documents based on stakeholder input.
- 3.4 Support solicitation notices and electronic distribution in coordination with CLIENT and CLIENT Legal Counsel.
- 3.5 Coordinate and conduct site walk for bidders.
- 3.6 Support document access and produce addenda with RFI responses, as needed.
- 3.7 Assist CLIENT with critical path items such as DSA (where applicable), AHJ permitting, environmental reviews, geological reviews, utility interconnect, financing, etc.
- 3.8 Support electronic submission of proposals.

Site Visits: Up to two to conduct RFP site walks.

Proposal Evaluation and Vendor Selection

- 3.9 Provide initial summary of responses and preliminary ranking of proposals.
- 3.10 Perform detailed analysis of top three proposals:
 - 3.10.1 Quantitative analysis including pricing, performance, and lifecycle energy cost
 - 3.10.2 Qualitative analysis including equipment and design review, proposer qualifications, schedule, reference checks, performance guarantees, O&M, contract exceptions, etc.
- 3.11 Participate in CLIENT selection committee to review and rank proposals.
- 3.12 Optional interview of highest-ranked vendors:
 - 3.12.1 Prepare interview questions and schedule interviews
 - 3.12.2 Manage interviews, record notes, discuss interview with CLIENT
- 3.13 Provide summary report outlining quantitative and qualitative analysis.

3.14 Provide notifications to proposers.

Site Visits: Up to two - one for interview/committee meeting and one for CLIENT board meeting.

Contracting Support

3.15 Facilitate contract kickoff and meetings with CLIENT, Legal Counsel, and selected Developer.

3.16 Assist with contract negotiations, redlining, and finalizing contract documents.

Anticipated contract documents include:

3.16.1 Power Purchase Agreement (PPA), Lease, or Cash Purchase contract(s)

3.16.2 General Terms and Conditions

3.16.3 O&M Terms and Performance Guarantees

3.16.4 Requirements stated in RFP (scope, criteria, specifications, and process)

3.17 Interface with CLIENT staff, Legal Counsel, and selected Developer as needed.

3.18 Support Legal Counsel in preparation of notices, findings, and resolutions.

3.19 Attend conference calls as needed.

Site Visits: One for CLIENT board meeting for contract approval.

Task 4 Implementation Support

Design Review and Assistance

4.1 Organize and attend design kickoff meeting, including site walk with Developer to review contract requirements, existing conditions, design process, and discuss implementation logistics.

4.2 Review Developer site discovery scope and results. Discuss any changed conditions and coordinate design modifications with CLIENT and Developer. Optional on-site meeting during site discovery if needed.

4.3 Participate in regular design meetings via phone.

4.4 Provide technical review for up to three progress design sets; integrate CLIENT comments.

4.5 Evaluate Developer design, component selection and interconnection scheme for conformance with contract, utility, and industry standards.

4.6 Assist with siting issues such as equipment placement, shading, fire issues, future site plans, easements and utilities, local AHJ considerations, etc.

Site visits: Two for design kickoff and existing conditions site walk.

Permitting and Interconnection Management

4.7 Ensure schedule and submittals tracking for permitting with AHJ(s).

4.8 Review and update interconnection applications and agreements with Utility as needed.

4.9 Prepare project description for environmental notice as needed.

4.10 Prepare Board resolution for filing of environmental and other permit notices, as needed.

Site visits: None, all work performed remotely.

Technical Construction Support

- 4.11 Coordinate and participate in construction kickoff meeting and site visit.
- 4.12 Participation in weekly project meetings by phone and in-person per CLIENT request.
- 4.13 Track Developer-maintained master schedule and look-aheads against milestones.
- 4.14 Review and respond to RFIs.
- 4.15 Review pay-app requests and provide input to CLIENT.
- 4.16 Technical review/comments/support to CLIENT Construction Manager (CM) on design changes, change orders and Developer's work regarding contract and industry standards.
- 4.17 Attend AHJ inspections and interconnect as feasible in coordination with site visits.
- 4.18 As-needed support and communications with CLIENT, CLIENT CM, and Inspectors of Record (IOR).

Site visits: Up to three - construction kickoff and regular visits during active construction. Site visits in excess of three to be paid through contract amendments.

Commissioning (Cx) Verification and Project Closeout

- 4.19 Review Developer's Cx protocol, confirm that it meets contract requirements and industry standards.
- 4.20 Inspection of systems, including:
 - 4.20.1 System component and design conformance verification
 - 4.20.2 Workmanship evaluation
 - 4.20.3 Performance verification, including IR spot testing, and inverter/system output confirmation.
- 4.21 Review of documentation, including Developer Cx results and O&M manual.
- 4.22 Coordinate with CM on shutdown and interconnection, confirm Developer achieves utility PTO.
- 4.23 Coordinate with CM to ensure all closeout tasks/submittals have been completed.
- 4.24 Provide input to change order closeout and contract amendments.
- 4.25 Provide input to project closeout punch list and coordinate with CM/AHJ inspectors/other stakeholders to verify completion.
- 4.26 Ensure all required project documentation and training provided to CLIENT.
- 4.27 Produce summary report of Cx verification effort with electronic library of closeout documentation including as-builts, permission-to-operate letters, inspection reports, punch list closeout, etc.

Site visits: Up to two for inspection and verification.

Task 5 Asset Management, 5 Years

Solar Performance Assessment

- 5.1 Conduct annual tariff modeling to reconstruct what the utility bill would have been without solar and determine actual savings generated by the solar project for 12-month period.
- 5.2 Evaluate all applicable utility tariffs to ensure system is on tariff schedule that provides greatest financial benefit.
- 5.3 Conduct PV system performance evaluation comparing actual performance to model and weather adjusted model.
- 5.4 Confirm O&M contractor/PPA provider performed preventative maintenance obligations.
- 5.5 Verify Performance Guarantee calculations
- 5.6 Provide annual report covering PV system performance evaluation, tariff optimization recommendations, and detailed financial performance evaluation. Reporting will be aligned with performance guarantee true-up period or CLIENT preference.

Site visits: None, all work done remotely.

WREGIS and Renewable Portfolio Standard (RPS) Registration

- 5.7 Submit a Generating Unit application for each PV system to WREGIS.
- 5.8 Submit application for RPS Certification to California Energy Commission for each PV system to qualify RECs for California RPS compliance.
- 5.9 Client signatures, WREGIS and RPS account authorizations, and project documentation will be required.

Renewable Energy Credit (REC) Management

- 5.10 Prepare strategic REC plan.
- 5.11 Sage in its capacity as a Qualified Reporting Entity (QRE) to report monthly solar energy production to WREGIS for REC creation for each solar PV site.
- 5.12 Market RECs to buyers and assist Client in selecting best contract.
- 5.13 Manage CLIENT WREGIS account and annual project updates.
- 5.14 Facilitate quarterly transfers of RECs to buyer.
- 5.15 Produce annual REC report with REC production and transaction details.

MASTER SERVICES AGREEMENT

This master services agreement (“**Agreement**”) is made this 27th day of December, 2022 by and between River Delta Unified School District (hereinafter called “**Owner**” or “**Client**”) and Sage Energy Consulting, an NV5 Company, a California corporation with business address at 101 Lucas Valley Rd, Ste. 302, San Rafael, CA 94903 (hereinafter called the “**Consultant**”).

WITNESSETH

WHEREAS, Consultant is in the business of providing project management services and Owner desires to retain the project management services of Consultant for several projects.

WHEREAS, Owner desires to hire Consultant to perform services in connection with energy project evaluation and assistance (hereinafter referred to as the “**Project**”) as defined in Consultant’s proposal, which is incorporated into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term. The Term of the project is 36 months.
2. Appointment. Owner hereby appoints Consultant and Consultant hereby accepts the appointment, as an independent contractor and not as an agent, to perform services herein contemplated, in accordance with and subject to, the express terms, covenants, conditions and provisions of this Agreement.
3. Services of Consultant. This Agreement anticipates the execution of written Task Orders which set forth the services specified in Consultant’s Proposal and in each Task Order (the “**Services**”). Each Task Order shall define the scope of Services to be performed, the location of Consultant’s project for providing such Services, the time period for performance, the Consultant’s fees, and additional provisions, if any, applicable to such Services. The Parties agree that this Agreement, the Services, and all Task Orders, shall be governed and controlled by the terms and conditions herein

With regard to this Agreement, the Services, and all Task Orders, Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans,

specifications, or professional advice except that the services were performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the project. Owner agrees that Consultant shall not be responsible for the means, methods, procedures performance, site safety of the construction contractors or subcontractors, or for their errors or omissions. This Agreement and the Services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

4. Scope of Authority. Consultant shall act in an advisory capacity to Owner and will not have the authority to bind Owner to any contractual obligations or otherwise incur liabilities on behalf of Owner or the existing parties.

(a) Consultant shall have no liability or responsibility to Owner or any third party (i) by reason of the failure on the part of any existing party or contractor to furnish required labor, materials, supplies or services in accordance with their respective contracts, obligations or undertakings, or (ii) for any defect or omission in plans and specification for the project, or (iii) for any negligent act or omission, breach of contract, malfeasance or malpractice of any existing party or contractor on the project. No action, statements, or communications of Consultant, or Consultant's site representative, can be construed as modifying any agreement between Owner and others. Consultant's presence on the project in no way guarantees the completion or quality of the performance of the work of any party retained by Owner to provide services. The activities of Consultant, shall not be construed to impose upon Consultant any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Premises. Owner acknowledges that Owner its general contractor is solely responsible for job site safety. Owner also agrees to make Consultant an additional insured under any general contractor's general liability insurance policy.

(b) Consultant shall in no event be obligated or liable for the duties or responsibilities of the general contractor or design-build contractor, including but not limited to means, methods, sequencing, and safety.

(c) All contracts for labor, materials or services to be furnished in connection with the project shall be made in the name of the Owner (and, subject to compliance with the provisions hereof, shall be executed by Owner), and Owner shall be responsible for all payments required to be made hereunder.

5. Representatives. Consultant shall be entitled to rely upon any consents or approvals given by Owner or Owner's representative.

6. Billing and Payment. Client shall pay Consultant in accordance with the schedule of fees or charges as shown in the Proposal or fee schedule. Backup data on billing will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. Thereafter, Consultant will submit to Client invoices for the balance due, which shall be due and payable immediately upon submission. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Invoices are delinquent if payment has not been received when due. In such event, Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. Consultant reserves the right to withhold all reports or deliverables and suspend any and all services, including but not limited to expert witness services such as testifying at deposition or trial, unless and until payment is made by Client in accordance with this Agreement. Fee schedules are periodically revised. Unless otherwise agreed, new rates apply to ongoing work as such rates are issued.

7. Consultant's Costs. Owner shall reimburse Consultant for reasonable and necessary out-of-pocket incidental expenses (which may include but are not limited to supplies and equipment, telephone, telecopy, delivery and copying charges), at cost with a 10% administrative mark-up, upon Owner's receipt of reasonable evidence that Consultant shall have incurred the same in connection with the project. Specifically requested reimbursable cost, including travel will be billed at actual cost with a 10% mark-up.

8. Disputes. The Owner shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant, unless the Owner has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed where the project is located. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional

negligence, (collectively “Disputes”) shall be submitted to mediation before and as a condition precedent to pursuing any other remedy and venue for the same shall be where the project is located. Upon written request by either party to this Agreement for mediation of any dispute, Owner and Consultant shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Owner and Consultant within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against Consultant shall be brought within one year of the work or services performed under this Agreement. Owner hereby agrees to indemnify, defend and hold Consultant harmless against any and all actual as well as any actions, causes of action, fines, costs and claims arising out of or in any way relating to this project not the result of misconduct, gross negligence, or breach of this Agreement by Consultant.

9. Documents. Processes used and documents prepared or provided by Consultant while working for the Owner are solely provided as instruments of service to the Owner for use on the project. They are and shall remain the property of Consultant, who reserves all rights thereto.

10. Limitation of Liability. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Consultant, for Services provided under this Agreement or \$50,000 whichever is less.

11. Default; Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, Consultant will be paid for services performed through the date of termination, reimbursable expenses incurred plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

12. Notices. Except as otherwise herein expressly provided, every notice, demand, consent, request, approval or other documents or instruments required or permitted to be served upon any of the parties hereto shall be in writing and shall be deemed to have been given when delivered by messenger, by electronic facsimile transmission or by the U.S. mails (and if mailed, shall be deemed received two (2) business days after the postmarked date thereof), with the cost thereof borne by the delivering party, and addressed to the parties as follows:

To Owner: River Delta Unified School District
445 Montezuma Street
Rio Vista, CA 94571

To Consultant: Sage Energy Consulting
101 Lucas Valley Rd, Suite 302
San Rafael, CA 94903

Either party may change its address for notices by delivering notice to that effect in the manner above provided.

13. Relationship between the Parties; No Restrictions. This Agreement is not intended to result in any agency, partnership, employment or joint venture between the parties hereto or limit or restrict Consultant from performing services for any other building or projects at any time and wherever located and whether the same as or similar to the services to be performed by Consultant.

14. Successors and Assigns. Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement.

15. No Third Party Beneficiaries. The rights and obligations of the parties hereto are intended for the sole benefit for the parties hereto, and except as otherwise expressly herein provided, are not intended for the benefit of, and may not be enforced by, any third party.

16. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties hereto regarding the subject matter hereof, and supersedes all prior agreements, whether written or oral, with regard thereto. No

representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No change, modification or amendment shall be made to this Agreement unless set forth in writing and signed by the parties hereto.

17. Severability. The provisions of this Agreement are severable, and should any provision be found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other provisions hereunder.

18. Governing Law. This Agreement shall be interpreted in accordance with the laws of the state where the project is located. In the event of a lawsuit, the proper venue shall be in the county where the project is located.

19. Headings. The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provisions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT	CONSULTANT
	
Name: Tammy Busch	Name: David Williard
Title: Assistant Superintendent of Business Services	Title: Principal
Date:	Date: 12/27/22



TerraVerde ENERGY

NEM 2 FAST-TRACK PRODUCT

prepared for
River Delta Unified School District
Ms. Tammy Busch
Assistant Superintendent of Business Services

presented by
TerraVerde Energy
Ali Chehrehfaz, CEO
ali@terraverde.energy



TerraVerde is a leading independent energy consulting firm proudly supporting California public agencies with the design and deployment of energy projects and programs that reduce costs, increase resiliency (backup power), and enhance sustainability. Since 2009, we have supported the successful implementation of over \$500 million worth of distributed solar and battery energy storage systems for which we provided independent technical and financial feasibility analyses, project development and competitive solicitation support, project implementation management (overseeing design, interconnection, incentive applications, and construction), and continue to provide ongoing asset management services (performance monitoring, operations & maintenance, revenue program management, detailed energy & financial performance reporting) for a portfolio of over 400 solar & battery energy storage systems. To date, we have delivered over \$50 million in energy cost savings to our clients.

In light of the California Public Utilities Commission's proposed changes to California's Net Energy Metering (NEM) program, TerraVerde Energy is pleased to offer **NEM 2 Fast-Track Product** to identify opportunities, confirm project feasibility, and submit interconnection applications on behalf of clients while the current NEM 2.0 tariff is still available.

We welcome the opportunity to leverage our project expertise in partnering with your team and trust you will find our industry leading experience, capabilities, and knowledge to be an excellent fit for your needs.

Sincerely,

Ali Chehrebsaz, CEO
ali@terraverde.energy
(832) 350-2871

TERRAVERDE NEM 2 FAST-TRACK PRODUCT

Task	Scope Detail
1. Feasibility Assessment	<ul style="list-style-type: none"> a. Evaluate historical electricity demand, usage, and billing for all relevant electric meters using rapid web data collection platform. b. Evaluate potential project sites via desktop software analysis with a goal to validate installation capacity meeting the interconnection application requirements. c. Review proposed installation locations with client for confirmation.
2. NEM 2 Interconnection Application Submittal	<ul style="list-style-type: none"> a. Prepare Interconnection Application package(s) per the applicable requirements from the electric utility, including stamped electrical engineering drawings. b. Submit Interconnection Application(s) and confirm acceptance by the Utility. c. Respond to all questions and RFIs from the electric utility as needed and track application review/approval progress.

Deliverables

1. Site Qualification Matrix
2. Interconnection Application Submittals

Fees	Amount
Mobilization Fee	<ul style="list-style-type: none"> • \$5,000 – waived for River Delta Unified • Due upon execution of consulting services agreement
Site Qualification Matrix	<ul style="list-style-type: none"> • \$5,000 – waived for River Delta Unified
Interconnection Applications Submittal Fee	<ul style="list-style-type: none"> • \$5,000 per submitted NEM 2 interconnection application • Due upon submittal of interconnection application to electric utility

Notes:

- a. TerraVerde will coordinate with client staff members to confirm site-specific information needed for these analyses to optimize speed and minimize costs. In the event a site visit is required by TerraVerde, client will reimburse TerraVerde for the related site visit (travel) expenses.
- d. Interconnection application fees range in cost from \$150 to \$800 per application to be paid by client.
- b. The following solar & battery optimization and financial analysis are excluded to optimize speed and minimize cost:
 - i. Determine solar and battery energy storage sizing to achieve optimal financial benefits, and backup power capacity, as applicable.

- ii. Determine optimal battery operating schedules based on demand reduction, energy arbitrage, and other revenue opportunities as applicable.
 - iii. If applicable, assess the added cost to install a microgrid system for islanding capabilities and evaluate the resiliency benefits that may be provided by these systems when grid outages occur.
 - iv. Evaluate available financial incentives and funding sources for the potential projects.
 - v. Prepare initial solar array & equipment layout(s).
 - vi. Prepare proforma cash flow projections (25yrs) and net savings projections.
 - vii. Present a summary of findings in a PowerPoint Presentation, including project specifications, layout(s), cash flow proforma(s), and discuss relevant next steps.
- c. TerraVerde can support the client with the solar & battery optimization and financial analysis in subsequent engagement including follow-on development and implementation support services.

TERRAVERDE ENERGY TEAM



Years of Experience 16

Education

BS, Engineering, 2006

Certificates & Training

Professional Engineer, APEGA

Project Management

Professional, PMI

Ali Chehrebsaz

Title: CEO Role: Technical Supervisor

TerraVerde Energy, San Francisco, CA

CEO, 2011 – Present

Co-founded TerraVerde; leads analysis, engineering, and project development; transitioned to CEO in December of 2019

Tessera Solar, Houston, TX

Project Manager, 2009 – 2011

Provided project management and development support as part of an IPP development team for multiple green field large scale solar electric power plants of up to 750 MW in generation capacity using PV and solar dish Stirling CSP technologies.

Petro-Canada, Calgary, AB & Houston, TX

Project Engineer, 2006 – 2009

Conducted concept screening, front-end engineering and design, procurement, and construction planning of Fort Hills Oil Sands Projects.



Years of Experience 14

Education

BS, Electrical Engineering,
2004

Daniel Postoian

Title: Director of Projects Role: Project Developer

TerraVerde Energy, San Francisco, CA

Senior Project Developer, 2021 – Present

Focuses on project development, RFP administration, technical due diligence and contract negotiation for solar PV and battery energy storage projects on behalf of public agencies.

Baker Electric, Escondido, CA

Engineering Manager, 2015 – 2021

Primary accountability for commercial solar & battery permitting and construction packages. Primary engineer on highest complexity projects, engineering contributor on many projects, engineering quality control on all project. Led site feasibility audits just prior to contract issuance to identify project risks that might call for adjustment to price or terms

Photonworks Engineering, Honolulu, HI

Engineering & PM, 2013 – 2014

Responsible for project execution lifecycle of all commercial-scale PV projects at full service electrical EPC (1.37MWDC, 11 projects)

Integrated Power Corporation, Novato, CA

Engineering & PD, 2008 – 2012

Technical leadership role at fast-paced startup, providing solar PV expertise and specialty procurement to electrical distributors and electrical contractors



Steve Chan

Title: Project Manager Role: Project Manager

TerraVerde Energy, San Francisco, CA

Project Manager, 2021 – Present

Focuses on the implementation of clean energy projects on the DER team. He manages the construction of energy efficiency projects, solar PV, battery storage, and other clean energy technologies from the moment contracts are signed to final completion and closeout.

New Energy Equity, San Francisco, CA

Project Manager, 2018 – 2021

Manage construction and interconnection of solar projects (100kW-500kW). Technical diligence on M&A and EPC deals. Lead cross-departmental team including engineering, real estate, sales, and ops. Supported sale of final project M&A to end owner. Designed and modeled 100kW –5MW solar systems using AutoCAD and PVsyst. Managed interconnection program.

Years of Experience 5

Education

BS, Engineering, 2018



Tyler Cicero

Title: Energy Engineering Manager Role: Project Analysis Lead

TerraVerde, San Francisco, CA

Energy Engineering Manager, 2020 – Present

Leads TerraVerde’s NOVA team, the engineering and analytics group responsible for evaluating energy use/cost data, modeling various solar PV, battery energy storage, and energy resiliency project strategies, producing cash flow proformas for these distributed energy resource projects.

Carbon Lighthouse, San Francisco, CA

Solutions Engineer, 2020

Analyzed solar and storage potential and utility rate optimization opportunities for commercial and industrial properties. Performed thermodynamic analysis and modeling of complex commercial building energy systems, targeting energy efficiency savings of HVAC, lighting, and refrigeration equipment.

Guidehouse (formerly Navigant)

Consultant –Energy, Sustainability, & Infrastructure, 2018 – 2020

Led impact evaluation engineering work for two different utility energy efficiency programs, verifying a reduction of over 75,000 metric tons of CO2emissions. Led quality control team of five consultants as well as eight subcontracted EE engineers. Met with utility clients weekly to guide them through their technical challenges.

Years of Experience 5

Education

BS, Engineering, 2018

January 30, 2023

Tammy Busch
Assistant Superintendent of Business Services
River Delta Unified School District
445 Montezuma Street
Rio Vista, CA 94571

Mr. Scott Meinzen
Syserco Energy Solutions, Inc.
215 Fourier Ave., Suite 104
Fremont, CA 94539

Subject: Letter of Intent to Contract and Approval to Proceed with Detailed Engineering and Final Project Development

Dear Mr. Meinzen,

The River Delta Unified School District (“RDUSD”) has reviewed the Preliminary Data presented by Syserco Energy Solutions, Inc. (“SES”), that details an opportunity for the RDUSD to reduce ongoing Operational Costs **without the need for any Capital outlay**.

RDUSD requests that SES proceed with an Investment Grade Audit (“IGA”), Final Engineering and Project Development of the RDUSD’s Energy Conservation and Renewable Energy Program which will reduce operating costs and upgrade aging infrastructure.

The IGA will focus first on Rio Vista High School, Delta High School, Riverview Middle School, Clarksburg Middle School, Isleton Elementary, District Office and D.H. White Elementary School. This reflects the critical need for interconnection applications in PG&E territory.

Phase 1 will focus on the assessment of Solar/PV systems at each of these schools and include the development and submission of interconnection applications to PG&E prior to the sunset date of the NEM2.0 tariff.

Phase 2 will focus on the continued and final development of the Solar/PV system as well as the assessment and inclusion of Energy Conservation Measures (“ECM”) and building automation / controls upgrades. Phase 2 will also include the rest of the schools in the district as appropriate and necessary, including the Walnut Grove Elementary and Bates Elementary.

Notes SES has already gathered data and done preliminary analysis on all of the schools mentioned above and is familiar with the sites and needs. This familiarity and pre-development work is referenced in Exhibit A (attached)

The purpose of the IGA is to determine the feasibility of entering into a negotiated Energy Services Agreement (Agreement) utilizing CA GC 4217 and/or a Power Purchasing Agreement.

RDUSD intends to enter into an Energy Services Agreement (“Agreement”) with SES if the following Project Criteria is met:

1. Budget Impact: Project must not impact existing RDUSD capital budget. Capital Outlay by RDUSD shall not be required unless desired by RDUSD.
2. Annual Savings: Must meet annual Project Costs, at minimum.
3. Energy Savings: 100% of energy savings goes directly to RDUSD. Savings shall not be shared with SES or others.
4. Financing: RDUSD shall have the opportunity to qualify for 3rd Party Financing or 3rd Party Ownership for the ECMs and/or Energy Generation measures.
5. Financing Term: Shall not exceed the useful life of the proposed upgrades.
6. Rebate/Grant Application: Program shall include management of all grants and rebates, if available.
7. Procurement Method: Procurement shall meet provisions of California Government Code 4217.

RDUSD agrees to work exclusively with SES through the duration of the IGA and Project Development effort.

In the event SES cannot meet these Project Parameters, there will be no fee paid by RDUSD.

RDUSD intends to enter into an Energy Services Agreement with SES within 45 days following the delivery of a final Energy Services Proposal that will result from the Investment Grade Audit (IGA), Final Engineering and Project Development that SES will perform. Timing may be extended by mutual agreement.

All costs associated with Investment Grade Audit (IGA), Final Engineering and Project Development performed by SES shall be incorporated into the final Lump Sum Fixed Price of the Agreement. No progress payments for the IGA are required.

In the event SES meets the Project Parameters above and RDUSD does not enter into the Agreement with SES within forty-five (45) days of submittal of the IGA, then the RDUSD shall pay SES a Break-Fee in the amount of:

Thirty-Three Thousand, Five-hundred Hundred Dollars and Zero Cents
(\$33,500.00).

ACTIONS TO BE PERFORMED:

In order for SES to complete the Work, RDUSD shall provide SES with the following (if not already provided):

- 2-year history of utility bills and a signed form authorizing SES to act as an Agent for RDUSD and receive the data directly from the Utility Provider(s).
- Records of Maintenance and Operational costs and copies of existing Service Contracts for maintenance performed by third parties.
- Reasonable access to facilities and design drawings

The Work is a very collaborative effort. The Work is intended to form the basis of a Final Proposal and contracting documents. As such, SES strongly recommends that RDUSD hire a 3rd party firm to evaluate the calculations that SES provides and confirm the methodology used. Therefore, RDUSD shall also:

- Assign a main Point of Contact for the Work: _____ -
- Provide reasonable access to Key Stakeholders

TIMELINE AND MILESTONES: SES will initiate this Work immediately upon acceptance of this Letter. Formal progress review meetings will be conducted regularly throughout the process of the Work. During these review meetings, SES will make recommendations based on preliminary analysis, while RDUSD will provide final direction regarding acceptance of the recommended measures in the Scope of Work of the Project. The goal of these review meetings is to focus engineering / project development efforts, budgeting, and savings assessment of the measures that possess a high probability for implementation. The following are proposed key milestone dates:

- February 21, 2023 - Authorization to Proceed based on signature of Letter
- March, 2023 - Submission of Interconnection Applications and Development Meeting
- May, 2023 - 30% Design Review Meeting
- July, 2023 - 60% Design Review Meeting
- September, 2023 - 90% Pre-Final Workshop Meeting
- October, 2023 - Project Development Completion
- November, 2023 - Agreements Approved by Board of Directors
- December, 2023 - Project Implementation begins

Please signify acceptance of this Letter of Intent by signing below.

Letter of Intent Authorized by:

Tammy Busch
Assistant Superintendent of Business Services
River Delta Unified School District

Scott Meinzen
VP General Manager
Syserco Energy Solutions, Inc.

Signature

Signature

Date: _____

Date: _____



SYSERCO
ENERGY SOLUTIONS





We help Customers to:

- Reduce Energy Use
- Modernize Infrastructure
- Produce On-Site Energy



Customers Trust Us to:

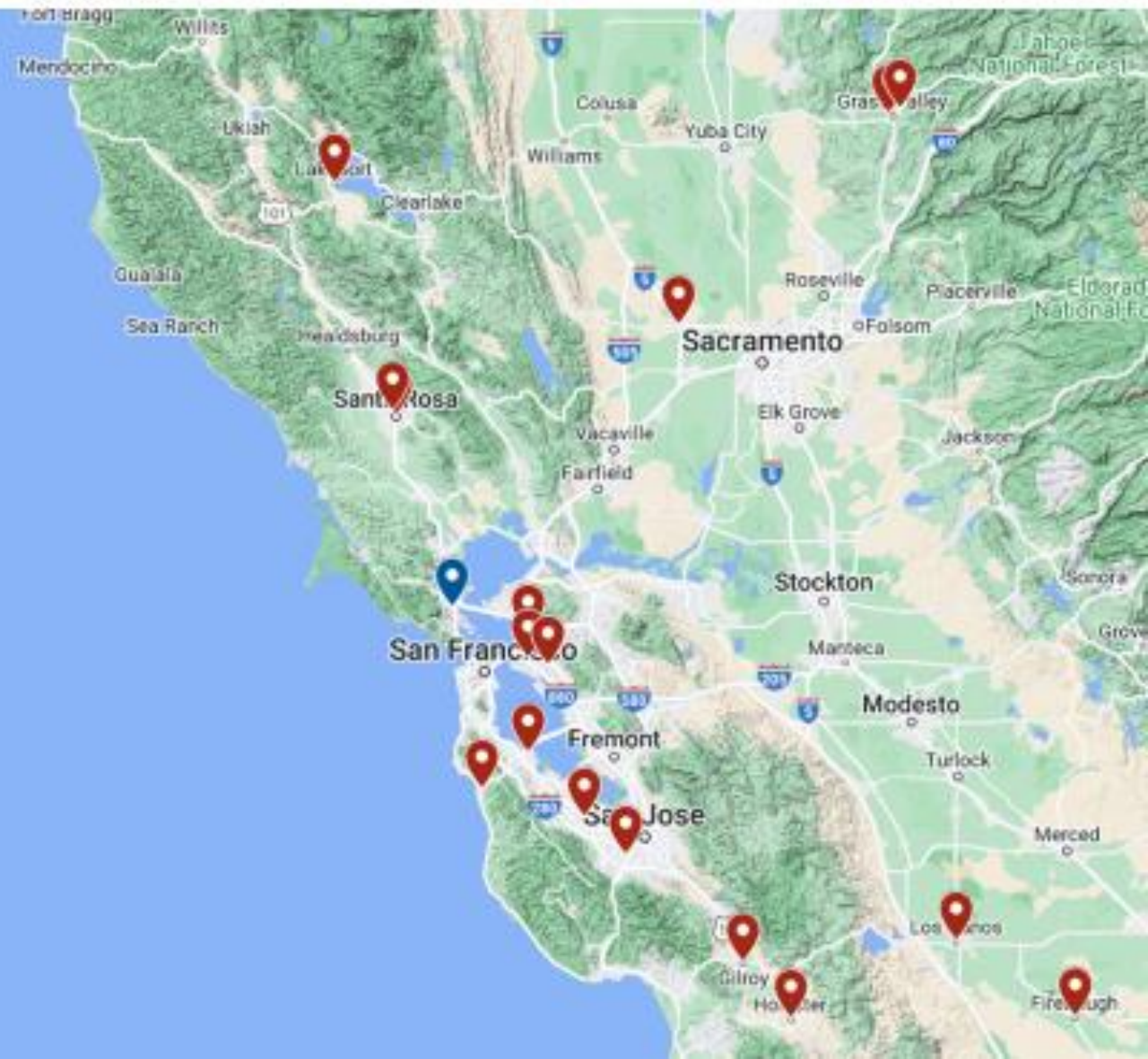
- Design and Build energy projects
- Where the savings pay for the Infrastructure improvements

Savings Pay for the Upgrades. No Capital Required
Address Deferred Maintenance. Modernize Equipment
Reduce Operating Costs
Produce Renewable, Green Energy
Simple Process. Proven Results

Projects in the Greater Bay Area



We have extensive experience working with school districts and other solar array projects in the Greater San Francisco Bay Area.



SES HAS ALREADY REVIEWED THE RDUSD SITES

AREAS & ECMs COVERED in PRE-DEVELOPMENT WORK

- Historical Utility Usage Data & Analysis for all sites
- Solar & Battery Storage footprint analysis for Rio Vista High School
- Interior & Exterior LED Lighting Upgrade Opportunities (with photos of existing)
- Transformer Replacement & Upgrades (with photos of existing)
- HVAC System Analysis (with photos of existing)
- Building Controls System Analysis (with photos of existing)
- Indoor Refrigeration Equipment Evaluation (with photos of existing)
- Building Envelope Evaluation (with photos of existing)
- Plumbing and Indoor Water Conservation Analysis (with photos of existing)
- Non-Compliant Appliance Analysis (with photos of existing)
- Plug Load Control Evaluation (with photos of existing)
- Outdoor Water Conservation & Irrigation Evaluation (with photos of existing)

SITES REVIEWED

Sites	
Delta High School	White ES
Riverview MS	Rio Vista HS
District Office	Clarksburg MS
Isleton ES	Walnut Grove ES
Bates ES	

ADDITIONAL SITES TO BE INCLUDED IN NEXT STAGE

Sites			

EXISTING BUILDINGS ANNUAL ENERGY EXPENDITURE (2019)

		Electric			Gas			2019	
	SF	2019 kWh	2019 \$	\$/kWh 2019	2019 Therm	2019 \$	/Therm 201	\$/SF	EUI
Rio Vista HS	99,962	552,993	\$122,097	\$0.221	16,877	\$ 13,535	\$ 0.802	\$ 1.36	35.76
Isleton Elementary	40,713	149,718	\$40,203	\$0.269	5,197	\$ 4,773	\$ 0.918	\$ 1.10	25.31
District Office	9,819	52,607	12,910	\$0.245	609	\$ 587	\$ 0.964	\$ 1.37	24.48
White Elementary	41,950	297,133	\$74,823	\$0.252	3,008	\$ 2,769	\$ 0.920	\$ 1.85	31.34
Riverview Middle	45,451	150,254	\$40,833	\$0.272	2,853	\$ 2,683	\$ 0.940	\$ 0.96	17.56
Delta HS	110,756	259,210	\$34,855	\$0.134	9,749	\$ 8,316	\$ 0.853	\$ 0.69	24.61
Delta HS 2	110,756	197,327	\$31,039	\$0.157	1,936	\$ 1,679	\$ 0.867		
Clarksburg Middle	20,699	93,531	\$14,532	\$0.155				\$ 0.70	15.42
Walnut Grove ES*	38,350	206,999	\$ 33,729	\$0.163				\$ 0.88	18.42
Bates ES	54,698	39,486	\$ 5,508	\$0.139				\$ 0.10	2.46
Total	573,154	1,999,258	410,529	\$ 0.205	40,229	\$ 34,340	\$ 0.854	\$ 0.78	18.92
*SMUD									

NEM2.0 => NEM3.0 PENDING CHANGE

The New Net Energy Metering Rules Passed by the CPUC

- The new NEM3.0 will change how customers are compensated for the energy produced and transmitted to the grid to a matrix schedule that will disproportionately affect K-12 school districts
- Customers must have interconnection application submitted and accepted by PG&E prior to April 14th to be grandfathered in under current, more beneficial rates
- This requires development of the proposed scope of solar, including locations, infrastructure, and other information
- PG&E has a 10 business day review period to comment on the applications followed by another 10 business day review period after the comments have been addressed.
- This means, effectively, that application must be developed and submitted by early March to ensure acceptance before the NEM2.0 sunset date
- Syserco Energy Solutions is positioned well to accommodate this timeline due to previous development, familiarity with the site, and experience with PG&E for these applications

ENERGY EFFICIENCY OPPORTUNITIES FOR RIVER DELTA UNIFIED SCHOOL DISTRICT



Solar/Battery Storage:

Opportunity to install car ports in the parking lot at Rio Vista High School and potentially small arrays at the remaining schools

On-site electricity generation to offset electricity purchased from Grid

Funding may come from:
Lease
Power Purchase Agreement (PPA)

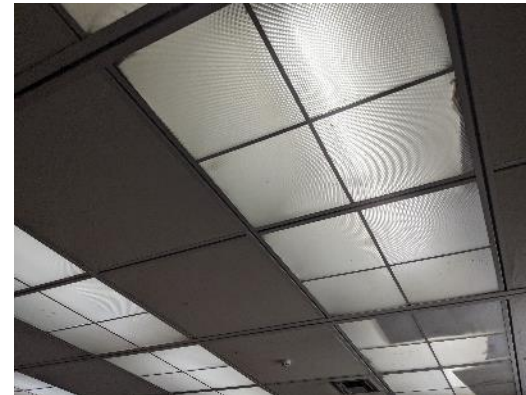


ENERGY EFFICIENCY OPPORTUNITIES FOR RIVER DELTA UNIFIED SCHOOL DISTRICT



Interior and Exterior LED Lighting Upgrades:

- Interior lighting is primarily T8 fluorescent tubes with great opportunity for energy savings
- Scattered LED upgrades throughout buildings
- Exterior lighting is mostly CFLs or T8 tubes with scattered LED replacements



ENERGY EFFICIENCY OPPORTUNITIES FOR RIVER DELTA UNIFIED SCHOOL DISTRICT

Transformer Replacement

Legacy Transformers (pre-2007) have energy losses that can be reduced from new, energy efficient transformers.

Transformers are typically oversized and operate at low load which increases relative losses. Upgrading to a low load high efficiency transformer will yield energy savings



Project Cost & Savings calculated during Investment Grade Audit

EXISTING BUILDING SYSTEMS

RIVER DELTA UNIFIED SCHOOL DISTRICT

HVAC System:

- DX Package and Split System units
- Air cooled chiller at Riverview MS and Walnut Grove ES
- Hot water radiators and gas fired unit heaters provide space heating

Building Automation System:

- Primarily served by Venstar Thermostats with a mix of other brands
- Few old manual thermostats remaining
- Some pneumatic Tstats remaining (White ES/Riverview/ Gyms)
- JCI and Alerton EMS

Lighting System:

- Primarily T8 tubes and CFLs throughout, there are a few exterior LEDs
- Opportunities exist for LED interior and exterior lighting upgrades
- Found non-functioning timeclocks/photocells

ENERGY EFFICIENCY OPPORTUNITIES FOR RIVER DELTA UNIFIED SCHOOL DISTRICT



HVAC System:

- Most buildings have DX package units or wall mounts on portables
- Walnut Grove ES and Riverview MS are served by air cooled chillers
- Opportunities to replace and/or refurbish existing HVAC equipment to save energy and extend lifecycle

Project Cost & Savings calculated during Investment Grade Audit

ENERGY EFFICIENCY OPPORTUNITIES FOR RIVER DELTA UNIFIED SCHOOL DISTRICT



Building Automation System (BAS)- HVAC Controls :

- A few schools have centralized controls with Alerton or Johnson Controls EMS
- Remaining schools have a mix of thermostat brands that are programmed from front end to maintain schedules and temperature set-points
- Some manually operated Tstats were found
- **Opportunity to adopt / integrate CO2 Sensors and Integrate with Tstats to receive alarms /reporting**



ENERGY EFFICIENCY OPPORTUNITIES FOR RIVER DELTA UNIFIED SCHOOL DISTRICT

Refrigeration:

- Indoor refrigeration components will save energy with EC motors. Outdoor units can be replaced with high efficiency condensers or refurbish the coils for prolonged life and efficiency
- Refrigerant lines are icing over and inefficient



Project Cost & Savings calculated during Investment Grade Audit

ENERGY EFFICIENCY OPPORTUNITIES FOR RIVER DELTA UNIFIED SCHOOL DISTRICT



Building Envelope:

- Gaps in doors were found that allow infiltration and exfiltration of air which adds additional load onto the heating and cooling system, costing energy
- Syserco recommends looking at the entire building envelope to reduce losses and reduce energy consumption
- Solar window film can help reduce heat gain in conditioned spaces
- Helps prevent dust, water, and pests

Project Cost & Savings calculated during Investment Grade Audit

ENERGY EFFICIENCY OPPORTUNITIES FOR RIVER DELTA UNIFIED SCHOOL DISTRICT

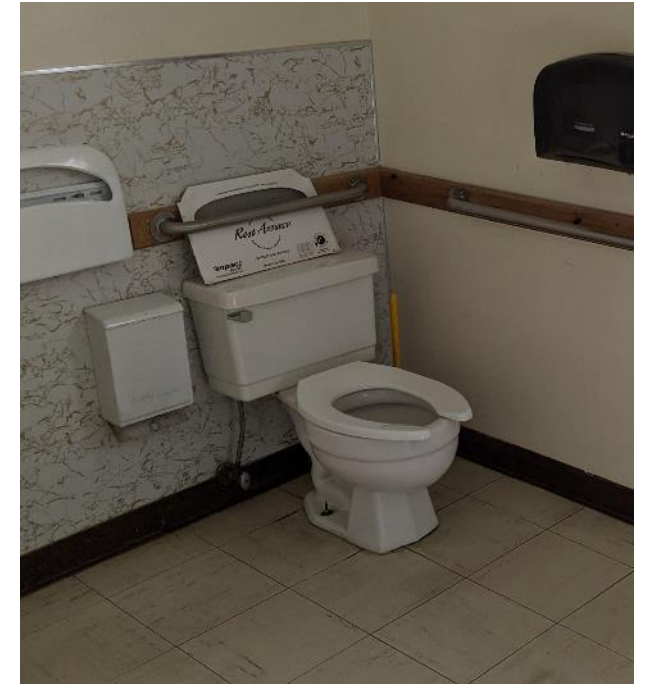
Water Conservation Opportunities

Non-Compliant Plumbing Fixtures

Install low-flush toilets & urinals /
valve tuning faucet aerators

Dishwashing

Applicable to non well water schools



Project Cost & Savings calculated during Investment Grade Audit

ENERGY EFFICIENCY OPPORTUNITIES FOR RIVER DELTA UNIFIED SCHOOL DISTRICT



Appliance Opportunities

Non-Compliant Appliance Fixtures

Install high efficiency, code compliant, appliances



Project Cost & Savings calculated during Investment Grade Audit

ENERGY EFFICIENCY OPPORTUNITIES FOR RIVER DELTA UNIFIED SCHOOL DISTRICT



Plug Load

- Equipment trickle draws power when it is plugged in to the wall even if it is turned off
- Syserco recommends installing plug load controllers on any equipment plugged into the wall with a parasitic load over 10w, to eliminate losses during non-operational hours

Project Cost & Savings calculated during Investment Grade Audit

WISH LIST OPPORTUNITIES FOR RIVER DELTA UNIFIED SCHOOL DISTRICT

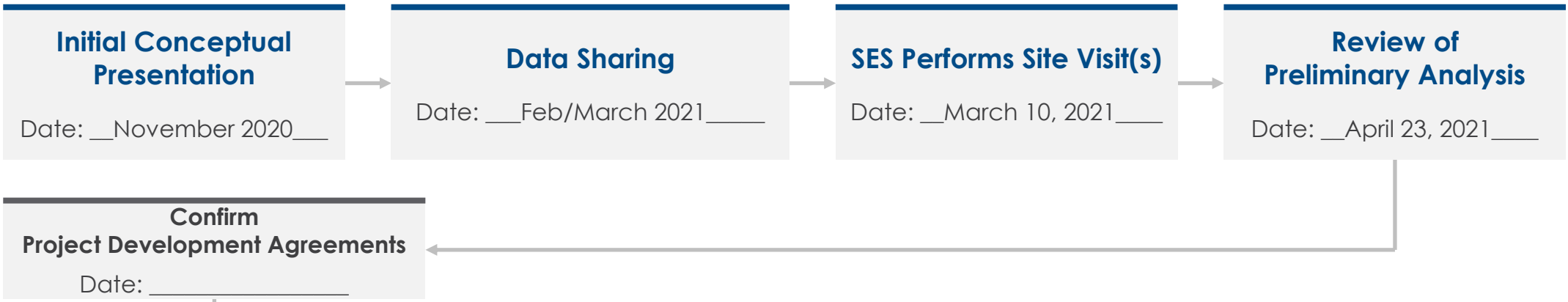
Irrigation Controllers

- Irrigation is timeclock operated
- Syserco recommends installing wifi capable irrigation controllers with weather connect to reduce water consumption.

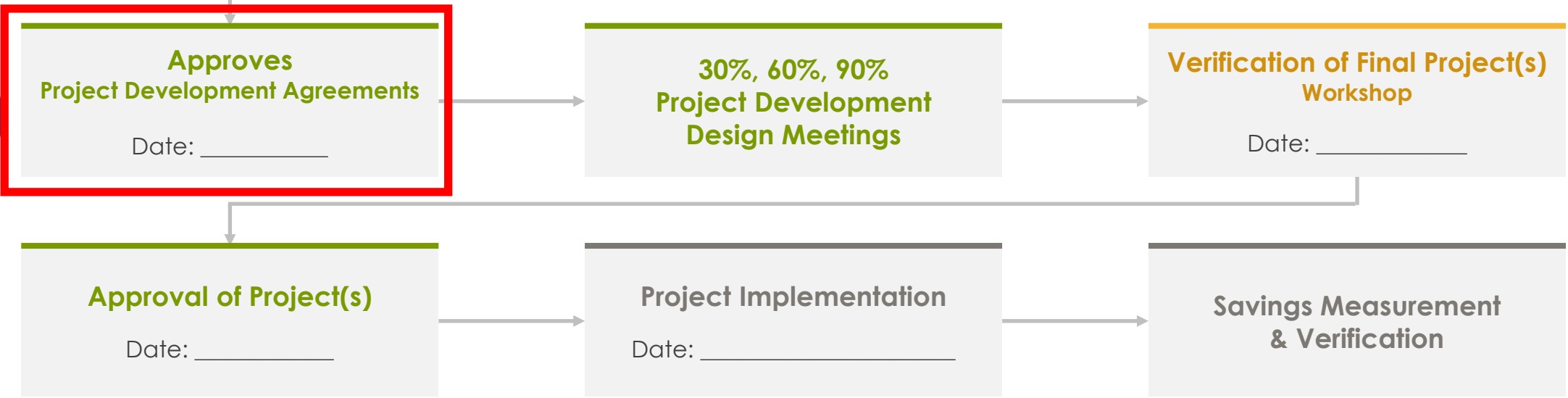


ENGAGEMENT PROCESS

Mutual Assessment



Mutual Commitment



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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: X

From: Tammy Busch, Asst. Supt. of Business

Item Number: 17

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

SUBJECT:

Request to Approve the Allowance of Attendance and Loss of Instructional Minutes Due to Emergency Conditions.

BACKGROUND:

California Department of Education (CDE) Form J-13A is used to obtain approval of attendance and instructional time credit when one or more schools are closed due to conditions described in Education Sections 41422, 46200, 46391 and 46392. Certification for Independent Study Plan per Ed Code 46393 is also attached. On December 27, 2022, Governor Newsom declared a State of Emergency due to severe winter storms. On January 9 and 10, 2023, were closed due to severe weather, power outages, debris and water damage. The District is requesting the two school closure days be disregarded in the computation of required instructional time without applicable penalty; and obtain credit for instructional days and the instructional minutes that would have been regularly offered on those days.

STATUS:

The District prepared Form J-13A Request for Allowance of Attendance Due to Emergency Conditions. After this form is approved by the Board of Trustees it will be sent to Sacramento County Office of Education for their approval and then sent to CDE.

PRESENTER:

Tammy Busch, Asst. Supt. of Business

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves Form J-13A, Request for Allowance of Attendance Due to Emergency Conditions.

Time allocated: 5 minutes

All schools

2022-2023 RIVER DELTA UNIFIED SCHOOL DISTRICT CALENDAR

MONTH	FIRST WEEK					SECOND WEEK					THIRD WEEK					FOURTH WEEK					FIFTH WEEK					#
	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	
JULY					1	(4)	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	0
AUGUST	1	2	3	4	(5)	(8)	(9)	SS 10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31			16
SEPTEMBER				1	2	(5)	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	21
OCTOBER	3	4	5	6	7	(10)	(11)	12	(13)	(14)	17	18	19	20	21	24	25	26	27	28	31					21
NOVEMBER		1	2	3	4	7	8	9	10	(11)	14	15	16	17	18	21	22	(23)	(24)	(25)	28	29	30			15
DECEMBER				1	2	5	6	7	8	9	12	13	14	(15)	(16)	19	20	21	(22)	(23)	(24)	27	28	29	(30)	12
JANUARY	(2)	3	4	5	6	9	10	11	12	13	(16)	17	18	19	20	23	24	25	26	27	30	31				16
FEBRUARY			1	2	3	6	7	8	9	10	(13)	14	15	16	17	(20)	21	22	23	24	27	28				18
MARCH			1	2	3	6	7	8	9	10	13	14	15	(16)	(17)	20	21	22	23	24	27	28	29	30	31	23
APRIL	3	4	5	6	(7)	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28						14
MAY	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	(29)	(30)	31			22
JUNE				(1)	(2)	5	6	7	8	9	12	13	14	15	16	(19)	20	21	22	23	26	27	28	29	30	2
TOTAL DAYS																							TOTAL STUDENT DAYS		180	

- = Non Student Days/Recess
- = Legal Holidays
- = Board Granted Holidays
- = Minimum Days
- = Teacher Pre-Service Days
- = Staff Development Days

SS = School Begins = August 10, 2022
 SE = School Ends = June 2, 2023
 P = Parent Conference Days = October 10, 11, 13, 14, 2022
 Non Student Days = November 1, 2022
 Thanksgiving Break = November 21—25, 2022
 Winter Break = December 19, 2022—January 6, 2023
 Spring Break = April 3—April 10, 2023

Quarter	Days
Quarter 1 – Ends October 7, 2022	42
Quarter 2 – Ends December 16, 2022	43
Quarter 3 – Ends March 17, 2023	47
Quarter 4 – Ends June 2, 2023	48

Board Approve December 14, 2021

Tammy Busch

From: Katherine Wright via Aeries Communications <donotreply@parentsquare.com>
Sent: Sunday, January 8, 2023 7:21 PM
To: Tammy Busch
Subject: URGENT: School Closure Announcement

River Delta Unified School District

Katherine Wright posted in River Delta Unified School District

URGENT: School Closure Announcement

Good evening, River Delta families!

I hope you're safe and healthy and enjoyed some quality time with your loved ones during the break.

Unfortunately, after assessing every campus today and receiving several warning alerts from county and state agencies about the incoming storms, RDUSD had to make the difficult decision to keep our schools closed until Wednesday, January 11th. There will be no school tomorrow or on Tuesday. We apologize for any inconvenience this may cause you but a school closure is necessary for the overall safety of both our staff and students.

Our M&O crew will be working diligently for the next two days to address the damage the storms have put upon our schools. We will continue to monitor the power outages through SMUD & PGE, the strength of our levees through OES and the Reclamation Districts and the road safety conditions through CHP and CalTrans and adjust accordingly for our reopening on Wednesday.

Please know that we are thinking about you all and want to offer our assistance at any time if you are in need of basic resources for your family. Our admin team is ready and willing to help you in doing so.

Our staff is looking forward to seeing your child(ren) at school on Wednesday. Have a good evening!

[View in Aeries Communications](#)

Please do not reply to this email.

Policy 6158: Independent Study

Status: ADOPTED

Original Adopted Date: 05/12/2015 | Last Revised Date: 12/13/2022 | Last Reviewed Date: 12/13/2022

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered for short- or long-term placements, on a full-time or part-time basis, and/or in conjunction with part- or full-time classroom study.

The Board shall hold a public hearing when considering the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult education students. (Education Code 51747; 5 CCR 11701)

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

Student participation in independent study shall be voluntary and no student shall be required to participate. (Education Code 51747, 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The minimum period of time for any independent study option shall be three consecutive school days. (Education Code 46300)

General Independent Study Requirements

The Superintendent or designee may offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for participation and is likely to succeed as well as or better than the student would in the regular classroom setting.

The minimum instructional minutes shall be the same for all students at each school including students participating in independent study, except as otherwise permitted by law. (Education Code 46100)

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of programs. When necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due. However, in no event shall the due date of an assignment be extended beyond the termination date specified in the student's written agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in

Education Code 52060

2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning of required concepts, as determined by the supervising teacher
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California (UC) or the California State University (CSU) as creditable under the A-G admissions criteria. (Education Code 51747)

The Superintendent or designee shall ensure that all students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction
2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction
3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students participating in an independent study program for 15 school days or more who are: (Education Code 51747)

1. Not generating attendance for more than ten percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar
2. Not participating in synchronous instructional offerings pursuant to Education Code 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span
3. In violation of their written agreement

Tiered reengagement strategies procedures used in district independent study programs shall include local programs intended to address chronic absenteeism, as applicable, including but not limited to the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the recording of a nonattendance day or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

The Superintendent or designee shall, for students who participate in an independent study program for 15 school days or more, develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days. (Education Code 51747)

When any student enrolled in classroom-based instruction is participating in independent study due to necessary medical treatment or inpatient treatment for mental health or substance abuse under the care of appropriately licensed professionals, the student shall be exempt from the live interaction and/or synchronous instruction, tiered reengagement strategies, and transition back to in-person instruction requirements specified above. In such cases, evidence from appropriately licensed professionals, of the student's need to participate in independent study, shall be submitted to the Superintendent or designee. (Education Code 51747)

The Superintendent or designee shall ensure that a written agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

Upon the request of the parent/guardian of a student, and before signing a written agreement as described below in the section "Master Agreement," the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, and, if requested by the parent/guardian an advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747)

For student participation for 15 school days or more, a signed written agreement shall be obtained before the student begins independent study. For student participation of less than 15 school days, a signed written agreement shall be obtained within ten school days of the first day of the student's enrollment. (Education Code 46300, 51747)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but is not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The manner, time, frequency, and place for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports
8. A statement that independent study is an optional educational alternative in which no student may be required

to participate

9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction
10. Before the commencement of independent study projected to last for 15 school days or more, or within ten school days of the first day of enrollment for independent study for less than 15 school days, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under 18 years of age, the certificated employee responsible for the general supervision of independent study, and for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study

The district's course-based independent study program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)

1. A signed learning agreement shall be completed and on file for each participating student, pursuant to Education Code 51749.6
2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction
3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by UC or CSU as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities throughout the school year, for all students in transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for all students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for all students in grades 9-12 to receive at least weekly synchronous instruction.
4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3
5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program as indicated by the student's performance on applicable student-level measures of student achievement and engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in one or more independent study courses is not being made, the teacher providing instruction shall notify the student and, if the student is under 18 years of age, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be treated as a mandatory interim student record maintained for three years from the date of the evaluation. If

the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

6. Examinations shall be administered by a proctor
7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.
8. A student shall not be required to enroll in courses included in the course-based independent study program
9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6
10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208
11. Courses required for high school graduation or for admission to UC or CSU shall not be offered exclusively through independent study
12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011
13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course
14. A student with disabilities, as defined in Education Code 56026, may participate in course-based independent study if the student's individualized education program specifically provides for that participation
15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study
16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days

Learning Agreement for Course-Based Independent Study

Before enrolling a student in a course within a course-based independent study program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to Item #3 of the Course-Based Independent Study section above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not

limited to, a regular school program

5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports
7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through course-based independent study only if the student is offered the alternative of classroom instruction.
8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress
9. The objectives and methods of study for the student's work, and the methods used to evaluate that work
10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study
11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.
12. Before the commencement of an independent study course projected to last for 15 school days or more, or within ten school days of the first day of enrollment for an independent study course projected to last less than 15 school days, the learning agreement shall be signed and dated by the student, and by the student's parent/guardian or caregiver if the student is less than 18 years of age, the certificated employee responsible for the general supervision of the independent study course, and as applicable for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.

Learning agreements may be signed using an electronic signature that complies with state and federal standards, as determined by CDE. (Education Code 51749.6)

A signed learning agreement from a parent/guardian of a student who is less than 18 years of age shall constitute the parent/guardian's permission for the student to receive instruction through course-based independent study. (Education Code 51749.6)

Upon the request of a student's parent/guardian, and before signing a learning agreement as described above, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference, or other meeting during which the student, parent/guardian, and, if requested by the parent/guardian, an advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51749.6)

Student-Parent-Educator Conferences

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or, if requested by a parent/guardian, prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records

The Superintendent or designee shall ensure that records are maintained for audit purposes.

These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in scheduled live interaction or synchronous instruction shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee shall also maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

Signed written and supplemental agreements, assignment records, work samples, and attendance records may be maintained as an electronic file in accordance with Education Code 51747 and 51749.6, as applicable.

Program Evaluation

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

PROCLAMATION OF A STATE OF EMERGENCY

WHEREAS beginning December 27, 2022, severe winter storms related to a series of atmospheric river systems struck California, bringing high winds, substantial precipitation, and river and urban flooding; and

WHEREAS it is forecasted that additional and continuing storms related to this series of atmospheric river systems threaten California, bringing heavy rainfall, expected flooding, strong winds and wind gusts, falling debris, downed trees, and widespread power outages; and

WHEREAS in preparation for the forecasted storms, multiple California Conservation Corps flood fight crews, fire swift water rescue, and urban search and rescue teams have been strategically prepositioned for emergency response; sandbags have been made available throughout the State; and shelters are opening for displaced individuals; and

WHEREAS these storms forced the closure and caused damage to highways and roads, as well as caused levee and culvert failures, and mandatory evacuations in severely impacted counties, and such impacts will likely continue to be caused by the forecasted storms; and

WHEREAS these storms threatened and continue to threaten critical infrastructure, movement of resources, burn scars from recent wildfires potentially causing mud and debris flows; resulted in and threaten power outages to thousands of households and businesses; and caused and continue to threaten river and urban flooding due to excessive and prolonged rainfall; and

WHEREAS due to the series of atmospheric river systems continuously impacting counties throughout the State, the counties have not had time to mitigate the cascading impacts of these storms; and

WHEREAS under the provisions of Government Code section 8558(b), I find that conditions of extreme peril to the safety of persons and property exist due to these storms; and

WHEREAS under the provisions of Government Code section 8558(b), I find that the conditions caused by these storms, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to appropriately respond; and

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist throughout California.

IT IS HEREBY ORDERED THAT:

1. All agencies of the state government utilize and employ state personnel, equipment, and facilities for the performance of any and all activities consistent with the direction of the Office of Emergency Services and the State Emergency Plan. Also, all residents are to obey the direction of emergency officials with regard to this emergency in order to protect their safety.
2. The Office of Emergency Services shall provide assistance to local governments, if appropriate, under the authority of the California Disaster Assistance Act, Government Code section 8680 et seq., and California Code of Regulations, Title 19, section 2900 et seq.
3. As necessary to assist local governments and for the protection of public health and the environment, state agencies shall enter into contracts to arrange for the procurement of materials, goods, and services necessary to quickly assist with the response to and recovery from the impacts of these storms. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, are suspended to the extent necessary to address the effects of these storms.
4. Any fairgrounds the Office of Emergency Services determines suitable to assist individuals impacted by these storms shall be made available to the Office of Emergency Services pursuant to the Emergency Services Act, Government Code section 8589. The Office of Emergency Services shall notify the fairgrounds of the intended use and may immediately utilize the fairgrounds without the fairground board of directors' approval.
5. The California Department of Transportation shall formally request immediate assistance through the Federal Highway Administration's Emergency Relief Program, United States Code, Title 23, section 125, in order to obtain federal assistance for highway repairs or reconstruction.

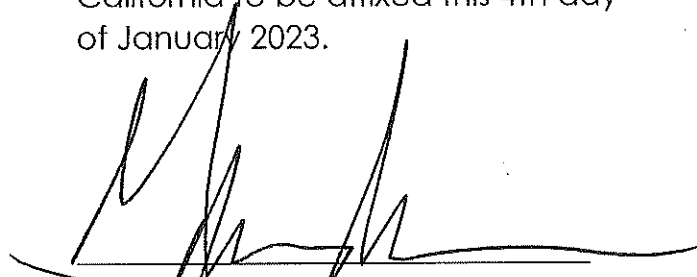
for specified emergency purchases, and those rules are hereby suspended.

7. Any state-owned properties the Office of Emergency Services determines suitable for staging of debris as a result of these storms shall be made available to the Office of Emergency Services for this purpose in accordance with Government Code section 8570.
8. Drivers may exceed the hours-of-service limits specified in California Vehicle Code section 34501.2 and California Code of Regulations, Title 13, section 1212.5 while operating a vehicle engaged in fuel transportation in support of emergency relief efforts, subject to the following conditions:
 - a. Motor carriers or drivers currently subject to an out-of-service order are eligible for the exemption once the out-of-service order expires or when they have met the conditions for its rescission.
 - b. In accordance with Section 1214, Title 13, California Code of Regulations, no motor carrier operating under the terms of this Proclamation will require or allow an ill or fatigued driver to operate a motor vehicle. A driver who notifies a motor vehicle carrier that they need immediate rest shall be given at least ten consecutive hours off-duty before being required to return to service.
 - c. Drivers shall maintain a driver's record of duty status, regardless of number of hours worked each day. These records shall be prepared, submitted, and maintained as required by Section 1213, Title 13, California Code of Regulations.
9. Consistent with Parts 390 and 395, Title 49, Code of Federal Regulations, drivers may exceed the hours-of-service limits specified while operating a vehicle engaged in fuel transportation in support of emergency relief efforts. These waivers shall be in effect for the duration of the driver's direct assistance in providing emergency relief, or thirty (30) days from the date of this Proclamation, whichever is less.
10. In order to allow out-of-state contractors and other utilities driving their own vehicles to provide mutual aid assistance for the restoration of electrical power within the counties impacted by these storms, applicable provisions of the Vehicle Code including, but not limited to, Vehicle Code section 34620 requiring a motor carrier permit [licensing] and imposition of certain fees, are suspended for motor carriers providing such assistance. Also, the requirements for motor carriers and

I FURTHER DIRECT that as soon as hereafter possible, this Proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Proclamation.

This Proclamation is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 4th day of January 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, Ph.D.
Secretary of State

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
 FORM J-13A, REVISED DECEMBER 2017

SECTION A: REQUEST INFORMATION

- This form is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392 and *California Code of Regulations (CCR)*, Title 5, Section 428.
- Only schools that report Principal Apportionment average daily attendance (ADA) for the purpose of calculating a K-12 Local Control Funding Formula (LCFF) entitlement should submit this form.
- Refer to the instructions and frequently asked questions at <https://www.cde.ca.gov/fq/aa/pa/j13a.asp> for information regarding the completion of this form.

PART I: LOCAL EDUCATIONAL AGENCY (LEA)

LEA NAME:		COUNTY CODE:	DISTRICT CODE:	CHARTER NUMBER (IF APPLICABLE):
LEA SUPERINTENDENT OR ADMINISTRATOR NAME:				FISCAL YEAR:
ADDRESS:			COUNTY NAME:	
CITY:		STATE:	ZIP CODE:	
CONTACT NAME:	TITLE:	PHONE:	E-MAIL:	

PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST (Choose only one LEA type):

<input type="checkbox"/> SCHOOL DISTRICT Choose one of the following: <input type="checkbox"/> All district school sites <input type="checkbox"/> Select district school sites	<input type="checkbox"/> COUNTY OFFICE OF EDUCATION (COE) Choose one of the following: <input type="checkbox"/> All COE school sites <input type="checkbox"/> Select COE school sites	<input type="checkbox"/> CHARTER SCHOOL
--	---	--

PART III: CONDITION(S) APPLICABLE TO THIS REQUEST:

SCHOOL CLOSURE: When one or more schools were closed because of conditions described in *EC* Section 41422. LCFF apportionments should be maintained and instructional time credited in Section B for the school(s) without regard to the fact that the school(s) were closed on the dates listed, due to the nature of the emergency. Approval of this request authorizes the LEA to disregard these days in the computation of ADA (per *EC* Section 41422) without applicable penalty and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to *EC* Section 46200, et seq.

There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

MATERIAL DECREASE: When one or more schools were kept open but experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. Material decrease requests that include all school sites within the school district must demonstrate that the school district as a whole experienced a material decrease in attendance. Material decrease requests for one or more but not all sites within the school district must show that each site included in the request experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. The request for substitution of estimated days of attendance for actual days of attendance is in accordance with the provisions of *EC* Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of LCFF apportionments for the described school(s) and dates in Section C during which school attendance was materially decreased due to the nature of the emergency.

There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

LOST OR DESTROYED ATTENDANCE RECORDS: When attendance records have been lost or destroyed as described in *EC* Section 46391. Requesting the use of estimated attendance in lieu of attendance that cannot be verified due to the loss or destruction of attendance records. This request is made pursuant to *EC* Section 46391:

"Whenever any attendance records of any district have been lost or destroyed, making it impossible for an accurate report on average daily attendance for the district for any fiscal year to be rendered, which fact shall be shown to the satisfaction of the Superintendent of Public Instruction by the affidavits of the members of the governing board of the district and the county superintendent of schools, the Superintendent of Public Instruction shall estimate the average daily attendance of such district. The estimated average daily attendance shall be deemed to be the actual average daily attendance for that fiscal year for the making of apportionments to the school district from the State School Fund."

SECTION B: SCHOOL CLOSURE

Not Applicable (Proceed to Section C)

Supplemental Page(s) Attached

PART I: NATURE OF EMERGENCY (Describe in detail.)

PART II: SCHOOL INFORMATION (Use the supplemental Excel form at <https://www.cde.ca.gov/fg/aa/pa/j13a.asp> if more than 10 lines are needed for this request. Attach a copy of a school calendar. If the request is for multiple school sites, and the sites have differing school calendars, attach a copy of each different school calendar to the request.)

A	B	C	D	E	F	G	H	I
School Name	School Code	Site Type	Days in School Calendar	Emergency Days Built In	Built In Emergency Days Used	Date(s) of Emergency Closure	Closure Dates Requested	Total Number of Days Requested

PART III: CLOSURE HISTORY (List closure history for all schools in Part II. Refer to the instructions for an example.)

A	B	C	D	E	F
School Name	School Code	Fiscal Year	Closure Dates	Nature	Weather Related Yes/No

SECTION C: MATERIAL DECREASE

- Not Applicable (Proceed to Section D)
 Supplemental Page(s) Attached

PART I: NATURE OF EMERGENCY (Describe in detail.)

PART II: MATERIAL DECREASE CALCULATION (Use the supplemental Excel file at <https://www.cde.ca.gov/fg/aa/pa/j13a.asp> if more than 10 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance (October/May)	Dates Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance	Qualifier: 90% or Less (F/C)	Net Increase of Apportionment Days (C-F)
			-				
			-				
			-				
			-				
			-				
			-				
			-				
			-				
			-				
			-				
Total:							

PART III: MATERIAL DECREASE CALCULATION FOR CONTINUATION HIGH SCHOOLS (Provide the attendance in hours. Use the supplemental Excel file at <https://www.cde.ca.gov/fg/aa/pa/j13a.asp> if more than 5 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance Hours	Date Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance Hours	Qualifier: 90% or Less (F/C)	Net Increase of Hours (C-F)
Total:							

*Qualifier should be 90% or less except when the governor declares a state of emergency or in the case of a Necessary Small School (NSS) site.

SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS

Not Applicable (Proceed to Section E)

PART I: PERIOD OF REQUEST The entire period covered by the lost or destroyed records commences with _____ up to and including _____.

PART II: CIRCUMSTANCES (Describe below circumstances and extent of records lost or destroyed.)

PART III: PROPOSAL (Describe below the proposal to reconstruct attendance records or estimate attendance in the absence of records.)

SECTION E: AFFIDAVIT

PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS – All applicable sections below must be completed to process this J-13A request.

We, members constituting a majority of the governing board of _____, hereby swear (or affirm) that the foregoing statements are true and are based on official records.

Board Members Names

Board Members Signatures

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this _____ day of _____, _____.

Witness: _____ Title: _____ of _____ County, California
(Name) (Signature)

PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER (Only applicable to charter school requests)

Superintendent (or designee): _____ Authorizing LEA Name: _____
(Name) (Signature)

PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools (or designee): _____
(Name) (Signature)

Subscribed and sworn (or affirmed) before me, this _____ day of _____, _____.

Witness: _____ Title: _____ of _____ County, California
(Name) (Signature)

COE contact/individual responsible for completing this section:

Name: _____ Title: _____ Phone: _____ E-mail: _____

Certification Form for Independent Study Plan

Local Educational Agency:	CDS Code:
Fiscal Year:	County:

This form shall accompany Form J-13A submittals beginning with fiscal year 2022 23. Instructions on how to complete this form are provided on page 2.

Independent Study Plan Certification

Pursuant to *Education Code (EC)* Section 46393, for Form J-13A submissions due to a school closure and/or material decrease in attendance occurring after September 1, 2021, a school district, county office of education, or charter school that provides a Form J-13A affidavit to the Superintendent, pursuant to *EC* Section 41422 (school closure) or *EC* Section 46392 (material decrease), shall certify that it has a plan for which independent study will be offered to students, pursuant to Article 5.5 (commencing with *EC* Section 51745) of Chapter 5 of Part 28 of Division 4. The independent study plan shall comply with all of the following:

- (1) Independent study is offered to any student impacted by any of the conditions listed in *EC* Section 46392 within 10 days of the first day of a school closure or material decrease in attendance. Students who are individuals with exceptional needs shall receive the services identified in their individualized education programs pursuant to paragraph (9) of subdivision (a) of *EC* Section 56345 and may participate in an independent study program.
- (2) Require reopening for in-person instruction as soon as possible unless prohibited under the direction of the local or state health officer.
- (3) Notwithstanding subdivision (c) of *EC* Section 51745 or subparagraph (F) of paragraph (9) of subdivision (g) of Section 51747, include information regarding establishing independent study master agreements in a reasonable amount of time.

A copy of the independent study plan, and if applicable, the state or local public health or public safety order that required school closure shall accompany the Form J-13A submitted to the California Department of Education.

I hereby certify that the independent study plan accompanying this Form J-13A submission meets the requirements described above and is true and correct to the best of my knowledge and belief.

School District Superintendent, Charter School Administrator, or County Superintendent (or designee):

Name:	Title:
Wet Signature:	Date:

CALIFORNIA DEPARTMENT OF EDUCATION

SCHOOL FISCAL SERVICES DIVISION

September 2022

Certification Form for Independent Study Instructions

The Independent Study Certification and independent study plan is an annual requirement that must be submitted with the local educational agency's (LEA's) first Form J-13A submission in a FY. To the extent that there are no changes to the LEA's certified plan for the FY, all subsequent Form J-13A submissions for the FY do not need to include the certification and certified plan.

How to file:

The Certification Form for Independent Study is available at <https://www.cde.ca.gov/fg/aa/pa/j13aforms.asp>. All sections of the form must be completed. The executed certification form and certified independent study plan must be attached to the entire Form J-13A package and mailed to the California Department of Education.

Signature:

The school district superintendent, charter school administrator, county superintendent, or a designee must sign the form. Only an original wet signature is acceptable for the Certification Form for Independent Study.

Where to file:

Mail the entire Form J-13A package to:

School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814

Questions:

Please send questions about the completion and submittal of this form to attendanceaccounting@cde.ca.gov

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: X

From: Tammy Busch, Asst. Supt. of Business

Item Number: 18

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

SUBJECT:

Request to Approve the Agreement with DataPath for E-Rate Categorical 2 Wireless Equipment in the Amount of \$125,749.69

BACKGROUND:

The district is eligible for E-rate funding under category 2 on wireless equipment. The district sent out a request for proposal with a due date of December 19, 2022. The district received two (2) proposals. Datapath and Gigakom. The remaining CAT 2 budget for this project is \$37,939.38 and the estimated district portion is \$87,810.31.

STATUS:

DataPath has the lowest proposal for category 2 eligible wireless equipment and professional services.

PRESENTER:

Tammy Busch, Asst. Supt. of Business

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

The district cost will be \$87,810.31 from General Fund and the remaining amount of \$37,939.38 will be funded through E-Rate.

RECOMMENDATION:

The Board accept and approve the proposal from DataPath for category 2, E-Rate eligible wireless equipment in the amount of \$125,749.69

Time allocated: 3 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT



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

www.riverdelta.k12.ca.us

RFP 23-107

Wireless Equipment - E-rate YR 2023 (YR26)

PROPOSAL DUE DATE

RFPs must be submitted by
December 19, 2022
Before 3:00 PM

SUBMIT RESPONSE TO
River Delta Unified School District
Business Office
Tammy Busch, CBO
445 Montezuma Street
Rio Vista, CA 94571
Phone: (707)-374-1715

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 Unified High/Elementary School

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

Wind River School
Mokelumne High School

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Notice to Responders

NOTICE IS HEREBY GIVEN that River Delta Unified School District, acting by and through its Board of Education, hereinafter referred to as “the District” will receive up to, but no later than December 19, 2022 at 3:00 p.m. sealed RFPs from qualified Responders for the award of contracts for the following:

RFP 23-107 Wireless Equipment

Questions

All questions regarding this RFP are due on or before November 15, 2022 at 4:00 p.m. via email to: tbusch@rdusd.org with the subject line of “RFP 23-107 questions”. Only questions submitted through this process will be accepted. All responses to questions regarding this RFP will be posted on our website November 18, 2022 at or before 4:00 p.m. It is the responsibility of the prospective Responder to check the website <http://www.Riverdelta.org> for updates or addenda.

Due Date

RFPs are due at the District Office for time and date stamping at or before 3:00 p.m., December 19, 2022. One original proposal, two copies, and one digital copy (PDF format: flash drive preferred) of the RFP must be submitted in a sealed envelope, clearly marked **RFP 23-107 to River Delta Unified School District, ATTN: Tammy Busch, Business Services, 445 Montezuma Street, Rio Vista, CA 94571.** Please allow at least 2 days for delivery of USPS Priority and Express Mail. All RFPs must be received, and time/date stamped in the **District Office** by the above due date and time. Sole responsibility rests with the Responder to see that their RFPs are received on time at the stated location. Any RFPs received after due date and time will be returned unopened to the Responder. No exceptions will be allowed. Faxed or emailed RFPs will not be accepted.

All Responders must conform and be responsive to this RFP, and all other documents comprising of the documents must be enclosed.

The RFP will be posted to the District website under <http://www.Riverdelta.org>. Any additions or corrections will be addressed in the form of addenda posted to the same location on the website.

The District reserves the right to reject any and all RFPs for any reason whatsoever. The District may waive informalities or irregularities in RFPs received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other RFPs. The issuance of this RFP and receipt of responses does not commit the District to award a contract. The District expressly reserves the right to postpone response opening for its own convenience, to accept or reject any or all responses (in whole or portions) received to this RFP, to negotiate with more than one Responder concurrently, or to cancel all or part of this RFP. Decisions to award contract(s) as a result of this RFP are final and without appeal.

River Delta Unified School District reserves the right, in its sole discretion, to determine the criteria and process whereby RFPs are evaluated and awarded.

The following documentation is required in the RFP Submittal:

1. Address all items in the RFP Scope of Work
2. Address all items in the RFP Proposal Format
3. Signed copies of addendums if applicable
4. Cost Proposal
5. Completed and signed Submittal pages

Purpose

The River Delta Unified School District (hereafter "District") is soliciting proposals from Responders for Category Two Wireless Equipment supporting a contract for Wireless Equipment which is E-Rate eligible.

The District reserves the right to retain all of the RFPs and to use any ideas in an RFP regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the Responder of the conditions contained in this request for RFPs, unless clearly stated and specifically noted in the proposal submitted and in the contract between the District and the Responder selected.

Proposals may be withdrawn by the proposer prior to the time fixed for the opening of RFPs but may not be withdrawn for a period of thirty (30) days after the date set for submittal of proposals. The successful proposer(s) shall not be relieved of the proposal submitted without the District's consent or proposer's recourse to Public Contract Code Sections 5100, et seq.

Compliance with Laws

The successful firm(s) shall comply with all applicable federal, state, and local statutes, rules, regulations and codes.

RFP Schedule

November 4, 2022	RFP Released - Posted
November 15, 2022	Question Deadline
November 18, 2022	Questions Responses Posted
December 19, 2022	RFP Closing - RFP Due
RFP/Bid opening	Date of closing
RFP/Bid Selection	Before 471 filing date (approximately March 2023)
Purchase Orders	Contingent on E-RATE Award and District approval

About the District

The River Delta Unified School District is located along the Sacramento River within three counties--Sacramento, Solano, and Yolo. Although the District is a tri-county district, it is managed by and is a part of the Sacramento County Office of Education in Sacramento. Due

to the maze of rivers and sloughs that make up the Delta, the District is located in the heart of a great recreational area. The main industry is agriculture. Within this Delta area are some of the richest farmland in the United States. The District is located near many outstanding colleges, junior and vocational colleges, and universities. The District operates four elementary schools, two middle schools, two high schools, and three alternative schools. The District serves approximately 1,900 students. More information about the District and its facilities can be found on the District’s website at <http://riverdelta.org>.

Scope of Work

The River Delta Unified School District (hereafter “District”) is soliciting proposals from Responders for Category Two Wireless Equipment supporting a contract for Wireless Equipment which is E-Rate eligible: The District is soliciting qualified contractors to submit plans which should include detailed billing and include hardware, configuration / installation, shipping, and taxes. Service provider must label all equipment as Erate with an identifying Funding Request number. Service provider must determine Erate eligibility percentage as well as category of service, I/C or BM.

The District’s eligible Wireless Equipment includes (or equivalent):

Description	Part #	QTY	Erate % Eligible	I/C	B/M
Ruckus R650, wireless access point	901-R650-US00	110			
Ruckus R750, wireless access point- Wi-Fi Dual Band	901-R750-US00	12			
Ruckus 5 Yr Support subscription Licenses	CLD-BNDL-RCAW-EDU5	122			

Requirements for Wireless Equipment

This section defines specifications for Wireless Equipment for the River Delta Unified School District. A list of school sites is enclosed.

1. All plans proposed should include detailed billing.
2. The Start date of this project will be April 1, 2023.
3. Prices to remain firm through SLD approval, execution, and duration of the proposed contract. In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to the River Delta Unified School District and documented with new price sheet sent to the District Office.
4. All equipment/services costs must be new and included and identified separately.
5. Manufacturer must warrant all parts and equipment.
6. Vendor must be a certified reseller of parts and equipment.
7. Vendor must certify that their equipment is not manufactured by, nor contains any components from, the list of vendors on “The Secure Networks Act”.
8. Bidding Contractor/Vendor may attach additional pertinent information they deem important to the selection, implementation, and overall success of the project.

Responder Service Provider Information

1. Length of time business has provided this type of service.
2. Responder Service Level Agreement (SLA) for your proposal.
3. Indicate any options available.
4. Please show applicable discounts separately, if applicable.
5. An implementation timeline proposal starting April 1, 2023.
6. Indicate how charges will be incurred as services are implemented.
7. Responders must include 3 reference sites using your service 3 years or more. References from a School, Library or a County Office of Education in California are preferred.
 - Job Location
 - Contact name and telephone number
 - Date of contract
 - Project Description
 - Equipment/Service Installed

Responder Service Provider Requirements

The Responder must meet or exceed minimum qualification requirements.

1. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
2. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>.
3. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://apps.fcc.gov/coresWeb/publicHome.do>.
4. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html.
5. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, of the funding year.
6. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-

eligible or shall be “cost allocated” to show the percentage of eligible costs per SLD guidelines.

7. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.
8. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
9. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>.

Responder Service Provider Acknowledgements

1. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitution.
2. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
3. This offer is in full compliance with USAC’s Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.
4. Starting Services/Advance Installation: The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “effective date”, E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2023 funding year (July 1, 2023). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can


be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

5. Early Funding Conditions:

- Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.
- The Category 1 service must depend on the installation of the infrastructure.
- The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.
- No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.


For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority 1 services (Telecommunications Services and Internet access).

The complete text can be found at the following URL:

<https://www.usac.org/e-rate/applicant-process/starting-services/>

- Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year. We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#) , released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

6. Invoicing

The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

Additionally, if the service qualifies for California Teleconnect Funds then the service provider will invoice the California PUC.

7. FCC/SLD Auditability

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

8. Procurement of Additional Goods and/or Services/Coterminous Expiration

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

Proposal Format

Each proposal shall be submitted on forms supplied by District. Each proposal shall conform and be responsive to District specification. Responder shall furnish complete specifications and rates for all services requested. Additional pricing schedules detailing items listed on the proposal shall be attached to the proposal form.

All submitted proposals must provide at a minimum, all requested information in the proposal document. Any portion not included will be cause for elimination from the quote process. The information should be organized as indicated in the proposal requirements. The District reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the RFP.

All information submitted is to be considered public knowledge and will be subject to The Public Records Act or any other applicable laws.

Proposals shall include the following as a minimum:

1. Responder Service Provider Information
2. Letter of Agreement
3. Cost Proposals
4. Addendums
5. Completed and signed Submittal pages

Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed. Responders may also provide any and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the District's technology needs.

Selection

Upon receipt of proposals, the District's staff will review each Responder's response to the RFP.

Evaluation Panel

Our evaluation team will include a comprehensive group of experts with knowledge of the scope of services requested.

Evaluation Criteria

The River Delta Unified School District reserves the right to select the firm that best meets the needs of the District, based on the criteria set forth herein. The District reserves the right to waive minor irregularities in the RFP and in the proposals submitted in response to the RFP.

Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed. Responders may also provide any

and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the District's technology needs.

Proposals will be evaluated on the following:

- Responder cost, including unit prices 35%
- Extent of experience with the district 20%
- Recurring Annual Support Costs – (i.e. Hardware, Software, etc.) if applicable 15%
- Quote preparation, thoroughness, and responsiveness to the RFP requirement 15%
- Warranty, Warranty type 10%
- Client references and/or citations from prior installations where equal services have been provided for projects of similar size and complexities 5%

The successful responder will be chosen based upon best value. The district reserves the right to reject any or all bids.

Contract

The contract awarded as a result of this solicitation shall be a fixed price contract for which the offered price will include all labor, material, equipment, services, software, hardware, travel, shipping, and price administrative cost, associated with providing the products and services listed herein and offered by proposer.

Contract Type

Depending on the dollar amount if the award(s), the contract(s) resulting from this RFP may be required to be approved by the District's Governing Board. No minimum amount of work is guaranteed.

Contract Format

It is mutually agreed by and between District and Responder that the District's acceptance of Responder's proposal, upon approval by the Governing Board, shall create a contract between the parties thereto. District and Responder with whom District chooses to contract if any, shall execute a Contract Signature page based on the RFP, the response and the attached Letter of Agreement. The Contract will, by default, incorporate all requirements, terms and conditions contained in the RFP. In the event of any conflict between this RFP and the Contract Signature Page, the terms of the RFP will take precedence, unless otherwise specifically stated in a written amendment. District will not enter into any separate Contract of Agreement with Responder except as specifically stated herein.

Terms and Conditions

Compliance with Laws

This contract shall be in accordance with the laws in the State of California. All RFPs shall comply with the current federal, state, local and other laws relative thereto.

Insurance Requirements & Indemnity

Contractor shall be an independent contractor and not an agent or employee of District under this Agreement. Contractor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a current certificate or policy evidencing its professional general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured.

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Contractor or its directors, officers, agents, employees, volunteers, or guests arising from Contractor's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless Contractor, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District's duties and obligations described in this Agreement or imposed by law. Contractor is not an employee of the District and District shall not indemnify Contractor in any such claim.

Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.

Fingerprinting

Education Code section 45125.1 applies to this Agreement. Responder will certify that, pursuant to Education Code Section 45125.1, Responder will have conducted the required criminal background check of all its employees who may have contact with District pupils or unsupervised access to any District campus and shall certify that none of those employees have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). Upon verification from the DOJ that those persons fingerprinted have no record of a serious or violent felony, the Responder will so certify by signing and submitting to the Governing Board of District the certification form attached.

Failure to comply with these terms or permitting unsupervised access by an employee whose name has not been cleared by the DOJ as certified by the Responder shall constitute grounds for termination of this Agreement.

Attorney Fees

In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

Governing Law and Venue

In the event of litigation, the RFP documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Sacramento County.

RFP Acceptance or Rejection

This RFP does not commit the District to award a contract, to pay any cost incurred in the preparation of this RFP or to procure contract for services or supplies. The District reserves the right to accept or reject any or all RFPs received in response to this request, to negotiate terms that will be in the best interest of the District or cancel in whole or in part this RFP. All submitted RFPs and information included therein shall become public records upon delivery to the District. All firms submitting a RFP should note that the execution of any contract would be contingent upon governing Board Approval.

Term/Extension

Pursuant to Education Code, Sections 17596 and 81644, it is the intent of the District to award a single term contract for the specified service. If this is a multi-term contract and assuming funds are appropriated to support continuation of services for succeeding fiscal periods, the original contract may be renewed annually for a total time of contract not to exceed five (5) consecutive fiscal years.

Board Contact

No business entity, including any agent of such entity, shall directly or indirectly contact any Board member immediately before or during the RFP process of any project on which the business entity intends to or has submitted a RFP. Any Responder violating this policy shall be deemed disqualified from the RFP process. Should such contact come to light after the RFP is awarded and the entity was deemed the successful Responder, the Board reserves the right to cancel any contract awarded, in which case, the Responder shall be liable for any damage incurred by the District. The Board shall exercise its best judgment for the benefit of the District in making a decision whether to proceed or not, depending on all of the facts and circumstances.

Termination of Contracts/Purchase Orders

The District reserves the right to terminate all purchase orders or contracts with due cause by giving a ten (10) calendar day written notice or may terminate without cause by giving a thirty (30) calendar day written notice. Due cause for termination of contract shall include, but not be limited to, failure to provide services required within a reasonable time period, and/or for reasons of unsatisfactory service. Purchase orders or contracts which extend into a subsequent fiscal year will automatically terminate if the District does not appropriate funds for the goods and/or services under the purchase order or contract.

Patents, Etc.

The Responder shall hold the District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this RFP.

Failure to Fulfill Contract

When any Responder shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said Responder, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Responder, as above stated, shall be a liability against such Responder and his sureties. The Board of Education reserves the right to cancel any articles or services which the successful Responder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Responder provided satisfactory proof is furnished to the Board or Education, if requested.

Contract Exclusive

The provisions of the contract shall in no way prohibit the District from making purchases from another supplier for the same services as herein listed.

Proprietary Information

There can be no portions of the submitted quote to be treated as proprietary and confidential information even if they are marked as such. Due to the California Public Records Act all information submitted is to be considered open for public review.

Conflict of Interest

The successful Responder shall affirm that, to the best of its knowledge, there exists no actual or potential conflict between family, business, or financial interest of the Responder and services under this Agreement. The successful Responder agrees to advise Owner of any actual or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement.

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part, 85, Sections 85, 105 and 85.110—

The applicant certifies that it and its principles:

Are not presently debarred, suspended, proposed for debarment, declared intelligible, or voluntarily excluded from covered transactions by any Federal department or agency;
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;

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 the certification; and
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; and
Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this.

RFP PROTEST.

A Responder may file a protest against the award of the Contract to any other Responder by following the District bid protest procedures. The protest must be in writing, filed within five (5) business days after RFP award notification, and must set forth all grounds for the protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Further, the failure to comply with these protest requirements will constitute a waiver of the right to challenge and forever bar the Responder from challenging, whether before the District or any administrative or judicial tribunal, any particular RFP(s), the RFP process or any ground not set forth in the protest. The District will provide a written response within 30 working days to any timely RFP protest.

E-Rate Participation

The District is participating in the Federal Universal Service Discount program for schools and libraries (E-Rate), offered by the Federal Communications Commissions (FCC), via the Schools and Libraries Division (SLD). The proposal and the contract negotiated implementing this proposal, are conditional and subject to full E-Rate funding by the SLD. The District reserves the right to cancel or in any manner reduce the scope of this procurement in the event the SLD does not completely fund the request for funding submitted referencing this proposal.

E-Rate Spin

Each vendor providing services to the District as part of the E-Rate program must have a Service Provider Identification Number (SPIN). Vendor is responsible to apply to and receive from the Schools and Libraries Division a valid SPIN. Schools and Libraries Division can be reached online at: <http://www.usac.org/sl>

Brands

When a particular brand or brand and model number are named in connection with any item, it is named as a standard of quality and utility only. A Bidder may submit a bid to furnish an item other than that named, but the item offered by the Bidder must state in the Bid Form the brand with its model number, if any, which he will furnish. The District shall be the sole judge of whether an offered item is the equal of the named item. If the Bidder fails to write in the brand and model number of the item to be furnished, it is understood the bidder will furnish the item named by the District as the standard of quality and utility.

Samples

Where the Bidder quotes on a brand named as a standard of the quality and utility desired, a sample of the item will not be required unless specifically requested. If the bid submitted is on any other brand or make than that so named, a sample thereof must be furnished, if requested,

or the bid on the item will not be considered. The sample submitted shall be the exact item the Bidder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District.

Delivery

All items shall be delivered in quantities specified in the contract F.O.B., at the points within the District as specified in the contract. Deliveries in advance of the time specified in the contract shall not be accepted unless the Bidder has obtained prior approval from the District. Unless otherwise specified, if an item is not delivered as specified in the contract or if the Bidder delivers an item which does not conform to the Specifications, the Board of Trustees may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. Any additional cost or expense incurred by the District in the making of such contract or any additional cost of supplying an item by reason of the failure of the Bidder, as described in this paragraph, shall be paid by the Bidder or his surety.

Public Works Contractor Registration Certification

If the bids for this Project are due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

List of Sites

River Delta Unified School District				
School Name	Address	City	ST	Zip
River Delta District Office	445 Montezuma St.	Rio Vista	CA	94571
BATES ELEMENTARY	180 Primasing Ave.	COURTLAND	CA	95615
CLARKSBURG MIDDLE	52870 Netherlands Rd.	CLARKSBURG	CA	95612
D H WHITE ELEMENTARY	500 Elm Way	RIO VISTA	CA	94571
DELTA HIGH	52810 Netherlands Ave	CLARKSBURG	CA	95612
ISLETON ELEMENTARY	412 Union St. PO Box #728	ISLETON	CA	95641
MOKELUMNE HIGH	160 Courtland High School Ln.	COURTLAND	CA	95615
RIO VISTA HIGH	410 South Fourth St	RIO VISTA	CA	94571
RIVER DELTA COMM DAY	160 Courtland High School Ln.	COURTLAND	CA	95615
RIVER DELTA HS/ELEM Ind Study	525 So. Second St.	RIO VISTA	CA	94571
RIVERVIEW MIDDLE	525 South Second St.	RIO VISTA	CA	94571
WALNUT GROVE ELEMENTARY	14181 Grove St	WALNUT GROVE	CA	95690
WIND RIVER ADULT ED	500 Elm Way	RIO VISTA	CA	94571

Any other location within the Greater Rio Vista/ Sacramento Area designated by the District.

Cost Proposal

RFP 23-107

Responder Company Name: _____

Responder Name: _____

Responder Title: _____

Responder SPIN: _____

Responder Phone: _____

Service provider must determine Erate eligibility percentage as well as category of service, I/C or BM.

The District's eligible Wireless Equipment includes (or equivalent):

BATES ELEM

Part #	QTY	Description	Unit Price	Extended Cost	Erate % Eligible	I/C	B/M
901-R650-US00	13	Ruckus R650, wireless access point					
901-R750-US00	0	Ruckus R750, wireless access point- Wi-Fi Dual Band					
CLD-BNDL-RCAW-EDU5	13	Ruckus 5 Yr Support subscription Licenses					
Sub total							
Taxes							
Installation/Configuration							
Shipping							
Grand Total							

CLARKSBURG MIDDLE & DELTA HIGH

Part #	QTY	Description	Unit Price	Extended Cost	Erate % Eligible	I/C	B/M
901-R650-US00	29	Ruckus R650, wireless access point					
901-R750-US00	0	Ruckus R750, wireless access point- Wi-Fi Dual Band					
CLD-BNDL-RCAW-EDU5	29	Ruckus 5 Yr Support subscription Licenses					
Sub total							
Taxes							
Installation/Configuration							
Shipping							
Grand Total							

D H WHITE & WIND RIVER ADULT ED

Part #	QTY	Description	Unit Price	Extended Cost	Erate % Eligible	I/C	B/M
901-R650-US00	13	Ruckus R650, wireless access point					
901-R750-US00	2	Ruckus R750, wireless access point- Wi-Fi Dual Band					
CLD-BNDL-RCAW-EDU5	15	Ruckus 5 Yr Support subscription Licenses					

Sub total	
Taxes	
Installation/Configuration	
Shipping	
Grand Total	

ISLETON ELEM

Part #	QTY	Description	Unit Price	Extended Cost	Erate % Eligible	I/C	B/M
901-R650-US00	7	Ruckus R650, wireless access point					
901-R750-US00	1	Ruckus R750, wireless access point- Wi-Fi Dual Band					
CLD-BNDL-RCAW-EDU5	8	Ruckus 5 Yr Support subscription Licenses					

Sub total	
Taxes	
Installation/Configuration	
Shipping	
Grand Total	

MOKELUMNE HIGH & RIVER DELTA COMMUNITY DAY

Part #	QTY	Description	Unit Price	Extended Cost	Erate % Eligible	I/C	B/M
901-R650-US00	3	Ruckus R650, wireless access point					
901-R750-US00	0	Ruckus R750, wireless access point- Wi-Fi Dual Band					
CLD-BNDL-RCAW-EDU5	3	Ruckus 5 Yr Support subscription Licenses					

Sub total	
Taxes	
Installation/Configuration	
Shipping	
Grand Total	

RIO VISTA HIGH							
Part #	QTY	Description	Unit Price	Extended Cost	Erate % Eligible	I/C	B/M
901-R650-US00	16	Ruckus R650, wireless access point					
901-R750-US00	6	Ruckus R750, wireless access point- Wi-Fi Dual Band					
CLD-BNDL-RCAW-EDU5	22	Ruckus 5 Yr Support subscription Licenses					
				Sub total			
				Taxes			
				Installation/Configuration			
				Shipping			
				Grand Total			

RIVERVIEW MIDDLE - RIVER DELTA HIGH - INDEPENDANT STUDY							
Part #	QTY	Description	Unit Price	Extended Cost	Erate % Eligible	I/C	B/M
901-R650-US00	11	Ruckus R650, wireless access point					
901-R750-US00	3	Ruckus R750, wireless access point- Wi-Fi Dual Band					
CLD-BNDL-RCAW-EDU5	14	Ruckus 5 Yr Support subscription Licenses					
				Sub total			
				Taxes			
				Installation/Configuration			
				Shipping			
				Grand Total			

WALNUT GROVE ELEM							
Part #	QTY	Description	Unit Price	Extended Cost	Erate % Eligible	I/C	B/M
901-R650-US00	12	Ruckus R650, wireless access point					
901-R750-US00	0	Ruckus R750, wireless access point- Wi-Fi Dual Band					
CLD-BNDL-RCAW-EDU5	12	Ruckus 5 Yr Support subscription Licenses					
				Sub total			
				Taxes			
				Installation/Configuration			
				Shipping			
				Grand Total			

NON ERATE ELIGIBLE SITE

Part #	QTY	Description	Unit Price	Extended Cost	Erate % Eligible	I/C	B/M
901-R650-US00	6	Ruckus R650, wireless access point					
901-R750-US00	0	Ruckus R750, wireless access point- Wi-Fi Dual Band					
CLD-BNDL-RCAW-EDU5	6	Ruckus 5 Yr Support subscription Licenses					

Sub total

Taxes

Installation/Configuration

Shipping

Grand Total

GRAND TOTAL ENTIRE PROJECT

Part #	QTY	Description	Unit Price	Extended Cost	Erate % Eligible	I/C	B/M
901-R650-US00	110	Ruckus R650, wireless access point					
901-R750-US00	12	Ruckus R750, wireless access point- Wi-Fi Dual Band					
CLD-BNDL-RCAW-EDU5	122	Ruckus 5 Yr Support subscription Licenses					

Sub total

Taxes

Installation/Configuration

Shipping

Grand Total

Responding to Request For Proposal No. 23-107 due December 19, 2022 before 3:00 PM

RFP Form

RFP 23-107

River Delta Unified School District
445 Montezuma Street
Rio Vista, California 94571

To: Superintendent and Members of the Board of Education

The undersigned, doing business under the full and complete legal Responder name as set forth below, having examined the Notice to Responders, RFP Instructions, Scope of Work & Requirements, General Conditions, Agreement and all other documents forming a part of the RFP package for the above-referenced RFP, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the documents contained in said RFP package. The entire RFP Package is submitted, together with this RFP Form.

Name of Company: GIGAKOM

Legal Status (i.e., sole proprietorship, partnership, corporation): CORPORATION

Tax I.D. Number (Sole Proprietorship Only): 50-0026417

Address: 9245 Activity Rd Suite 105
San Diego, CA 92126

Authorized Representative: 

Signature James Kim

Name (Print or Type) Account Manager

Title 12/14/22

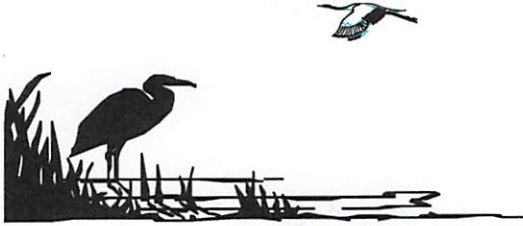
Date (858) 769-5416

Phone ()

Fax Jameskim@gigakom.com

E-mail address

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

Letter of Agreement - RFP 23-107

Pursuant to the terms of River Delta Unified School District's RFP # 23-107 for Wireless Equipment, (Name of Company) GIGAKOM's response to RFP #23-107 dated (mm/dd/yyyy) 12/14/2022, (Name of Company) Gigakom will provide the equipment and services per RFP # 23-107 effective the date of issuance of River Delta Unified School District Purchase Order(s).


(Name of Company) Gigakom and River Delta Unified School District acknowledge that this agreement is for E-Rate eligible products and services, which are contingent on funding by the School and Libraries Division of USAC/FCC and the River Delta Unified School District for E-Rate Year 2023 (Year 26), and River Delta Unified School District Board of Education approval.

The River Delta Unified School District (District) reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the Request for Proposal, including but not limited to this Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The District shall not be responsible for any costs to Bidder prior to termination.

River Delta Unified School District _____

GIGAKOM _____

Authorized Representative Signature _____
Date: _____

(Name of Company) _____

Authorized Representative Signature _____
Date: 12/14/2022

Name: Tammy Busch
Title: Chief Business Officer
Address: 445 Montezuma Street
Rio Vista, CA 94571
Email: tbusch@rdusd.org
Phone: (707) 374-1715

Name: James Kim
Title: Account Manager
Address: 9245 Activity Rd Suite 105
San Diego, CA 92126
Email: jameskim@gigakom.com
Phone: 658-769-5416

Fingerprint Certification

RFP 23-107

Responder Certification

I, James Kim, am an authorized representative of/doing business as (Name of Responder/consultant) Gigakom, and hereby certify that, pursuant to Education Code Section 45125.1, this business entity has conducted the required criminal background check(s) of all its employees who may have contact with District pupils or unsupervised access to any District campus of the River Delta Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5(c) and/or 1192.7(c).

Failure to comply with these terms or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the Contractor shall constitute grounds for termination of this Agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 14th day of December, 2022, in San Diego County, California.

GIGAKOM

Name of Responder/Consultant (please print)

JAMES KIM / ACCOUNT MANAGER

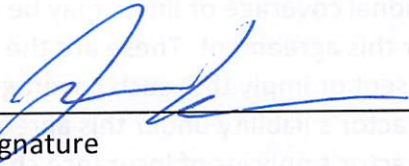
Name/Title of Authorized Representative (printed)


(Signature)

Statement of Non-Conflict of Interest

RFP 23-107

The Responder hereby warrants that he or she has no business or financial interests that are in conflict with his or her obligations to the District and further agrees to disclose any such interest which may be acquired during the life of an agreement with the District. The Responder also certifies that it and its members are not, officers, agents, or employees of the District, nor have they been since January 1, 2001.



Signature

JAMES KIM

Printed Name

ACCOUNT MANAGER

Title

GIGAKIM

Responder

12/14/22

Date

Insurance Acknowledgement

RFP 23-107

Notice to Bidders regarding Indemnity and Insurance Requirements

Summary of Indemnification and Insurance Requirements:

1. These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to River Delta Unified School District (Buyer). By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by Buyer.
 2. You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of Insurance shall be available to Buyer and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to Buyer.
 3. Contractor shall provide Buyer with Certificates of Insurance including all required endorsements and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Buyer before work begins. Buyer reserves the right to require full-certified copies of all Insurance coverage and endorsements.
- I. Indemnification & Insurance:
Contractor shall be an independent contractor and not an agent or employee of District under this Agreement. Contractor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a current certificate or policy evidencing its professional general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured.

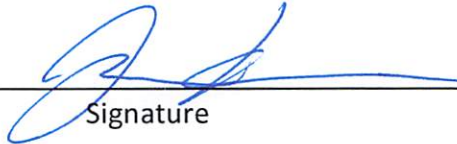
To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Contractor or its directors, officers, agents, employees, volunteers, or guests arising

from Contractor's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless Contractor, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District's duties and obligations described in this Agreement or imposed by law. Contractor is not an employee of the District and District shall not indemnify Contractor in any such claim.

Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.

I have read and understand the above requirements and agree to be bound by them for any work performed for the Buyer.



Signature
JAMES KIM

Printed Name
ACCOUNT MANAGER

Title
G/GAKOM

Responder
12/14/22

Date

River Delta Unified School District

E-Rate Bid Assessment Worksheet

Funding Year 2023 (YR26)

470 Application Number 230002101

Reviewed 01/11/2023

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

Vendor Scoring (use additional worksheets if necessary)

Wireless Equipment		RFP23-107		Data Path		Gigakom	
Selection Criteria	Weight*	Raw Score**	Weighted Score***	Raw Score**	Weighted Score***	Raw Score**	Weighted Score***
Price	35	5	175	4	140		
Experience w/ the School	20	5	100	3	60		
Recurring annual costs	15	5	75	5	75		
Quote preparation/responsiveness	15	5	75	5	75		
Warranty, Warranty type	10	5	50	5	50		
Client Reference for equal services	5	5	25	5	25		
100.00		500		425			

Bid reviewed by:

Tammy Busch

Loy Mattison

Tiffany Mattison

NOTES:

Gigakom bid alternative product, Cisco Meraki

Gigakom's bid is \$6,949.27 more than Data Path



DECEMBER 19th, 2022

REQUEST FOR PROPOSAL: RIVER DELTA UNIFIED SCHOOL DISTRICT

RFP 23-107

Wireless Equipment

FCC FORM 470 # 230002101



COVER LETTER

On behalf of Datapath, I would like to thank River Delta Unified School District for considering us for this opportunity. We admire RDUSD's initiative to improve the wireless network infrastructure across the district.

Attached, please find our response to your RFP: "RFP 23-107 Wireless Equipment" (FCC FORM 470 # 230002101).

Datapath has extensive experience in working with large scale E-Rate contracts/E-Rate projects within the scopes and timelines outlined in the RFP. We understand the rules and regulations involved and that the contract is contingent upon funding.

Our proposal includes a solution comprised of Ruckus wireless equipment. We feel this solution set will best meet the current and future networking needs of River Delta Unified School District. Datapath has successful experience with implementation of networking solutions in districts with over 45,000 devices and is confident in the Ruckus Hardware, backed by Datapath services, as both fiscally sound and feature rich.

Sincerely,



James Bates, COO & Co-Founder
Datapath



RESPONDER SERVICE PROVIDER

INFORMATION

DESCRIPTION OF FIRM

Datapath's experience with school districts and large organizations, implementing large-scale networking solutions, aligns with the required skill set to provide the services for River Delta Unified School District as outlined in this RFP. Datapath has the staff, project management experience, and support to successfully perform the scope of work laid out in this response.

Datapath currently supports and manages tens of thousands of computers and over 3,500 servers while overseeing the support and resolution of more than 4,000 support requests per month, with daily exposure to various software packages, network equipment, and computer systems spread across a diverse client base.

Number of Clients: 335+

Number of Public Sector Clients (Government and Education): 60+

Length of time in business of providing proposed services: 17+ years

Number of full-time personnel: 80

Number of Licensed Professionals: 35

Technical Engineers/Personnel: 58

Sales, Marketing and Administrative Support: 22

Location for service: HQ: 1415 J Street, Modesto, California 95354

Office Locations:

1035 E. Olive Ave., Fresno, CA 93728

184 Technology Drive #200, Irvine, CA 92618

4140 Tuller Rd Suite 101, Dublin, OH 43017

6751 Engle Rd Suite F, Middleburg Heights, OH

1456 Park Ave. West Suite A, Mansfield, OH 44906

Legal Name: Data Path, Inc.

Physical Address: 1415 J Street, Modesto, CA. 95354

Phone: 209-521-0055 **Fax:** 888-499-1959

Key Contact:

Orion Potts, Director of Education

209-568-6227

erate@mydatapath.com

SPIN Number:

143032599

The following matrix describes how priorities are assigned and the impact to SLA.

		IMPACT How widespread the issue is			URGENCY How time-sensitive the issue is		
IMPACT	URGENCY			Priority Level	Expected Response Time	Resolution Goal	
	High	Med.	Low				
High	P1	P2	P3	P1	Within 30 minutes	Within 4 hours	
Medium	P2	P3	P4	P2	Within 2 hours	Same business day	
Low	P3	P4	P4	P3	Same business day	Next business day	
				P4	Next business day	Within 3 business days	

	IMPACT		URGENCY
High	Critical. Major business processes are stopped	High	Whole company is affected
Medium	Business is degraded, but there is a reasonable workaround	Medium	Departments or large groups of users are affected
Low	More of an irritation than a stoppage	Low	More of an irritation than a stoppage

Projects Communication Strategy:

Before kick-off on the proposed project, River Delta Unified School District will be assigned a Project Management Engineer to ensure effective communication throughout the project. Datapath requests that a central point of contact be provided during the project to minimize confusion, improve communication, and centralize all requests. Any unforeseen challenges will be immediately communicated to the key point of contact for River Delta Unified School District who can then notify the necessary personnel (end users and/or management) as they see fit. Datapath works with the district at kick-off to establish a regular cadence of communication with in-person meetings, weekly phone calls, and electronic status updates.

Coordination

Datapath anticipates having up to 2 technicians on-site periodically for 4-6 weeks starting after the arrival of the hardware. Due to the current chip shortages and shipping issues globally, Datapath cannot guarantee specific timelines of when equipment will arrive or will be shipped. We will procure the stated hardware to the best of our ability to service the needs of this project. Assuming a project implementation start date after the hardware arrival, we will begin to gather required information for each site's hardware installation locations and any other information not outlined in the original bid request. Datapath is open to start the physical installation during a period of time the district deems most advantageous to them such as a school break, to limit the impact on faculty and students during normal school hours while experiencing down time during installation.

Installation

Tentative hardware configuration will begin after information gathering and delivery of hardware. As site specific hardware gets configured, the expectation is to complete 2-3 sites per week pending confirmation of scheduling with district staff on appropriate downtimes. Datapath will work with district administration to setup a tentative schedule.

Completion

Upon completion of the project, Datapath will provide onsite IT Staff with documentation for the equipment defined in the Proposal including digital inventory documentation (mac address, IP address, asset #, model #, serial #, site, building, and closet) of new and old equipment, as well as any other documentation agreed upon in any planning meeting. This will be provided to RDUSD no later than one week after the district has confirmed the project is completed.

How Charges will be Incurred as Services are Implemented:

- **Commencement of Project:** 1/3 of the Entire Project is Billed and Due within 15 Days
- **Product for Projects:** Billed as Product Ships and is Due Upon Receipt
- **Close of Project:** Remaining Service is Billed and Due within 15 Days

Regardless of when hardware is delivered Datapath will not invoice before July 1st.

Santa Maria-Bonita School District

708 S. Miller Street Santa Maria, California 93454

Brian Rieke, Information Technologies Coordinator • (805)-361-8155 • brieke@smbsd.net

Scope of Relationship: Datapath has provided project services to Santa Maria-Bonita School District procuring, configuring, and deploying approx. 300+ switches and close to 900 Wireless Access Points across 27 sites.

- Core and Intermediary Switching Replacement and AP Refresh at all 27 sites
 - o Date start 4/8/19 – Date end 8/29/19
 - o Replace all switching at all sites and replace all APs at all sites
 - o Training program and Structure: Client’s internal IT staff were trained on all aspects of the networking and wireless equipment and provided a single pane of glass to administer and manage the network.
 - o Budget proposal: \$3,283,693.60 Final Amount: \$3,283,693.60
 - o Datapath was the exclusive provider of services for this project.
 - o Key individuals:
 - Mark Fabela – Project Manager
 - DinYero Johnson- Senior Network Engineer
 - o No subcontractors were used for this project

Santa Maria-Bonita School District recognized our ability to manage and deploy large scale projects to refresh their entire wired and wireless infrastructure. Datapath was awarded the project RFP based on competitive pricing, a reputation for excellence in project management and deployment, as well as a high technical competency. When Stanislaus Union School District looks to upgrade their technology Datapath has experience in coordinating and deploying large scale improvements in educational environments.

Modest City Schools

426 Locust St, Modesto, CA 95351

Russ Selken, Chief Technology Officer • (209) 492-4109 • Selken.R@monet.k12.ca.us

Scope of Relationship: Datapath has provided project services to Modesto City Schools procuring, configuring, and managing deployment of approx. 797 switches and close to 2494 Wireless Access Points across 38 sites.

- Core and Intermediary Switching Replacement and AP Refresh at all 38 sites - Implemented segmented network redesign leveraging technologies such as VRF-lite, Multi-Chassis Trunking, and routing protocols to assist the district in realizing an improved security posture for their metro-area campus network with redundancy in the datacenter
 - o Replace all switching at all sites and replace all APs at all sites

- Training program and Structure: Client's internal IT staff were trained on all aspects of the networking and wireless equipment and provided a single pane of glass to administer and manage the network.
- Budget proposal: \$3,219,090.75 Final Amount: \$3,219,090.75
- Total Hours: 1400
- Datapath was the exclusive provider of services for this project.
- No subcontractors were used for this project
- C2 E-rate was utilized for this project

Lucia Mar Unified School District

602 Orchard St., Arroyo Grande, CA 93420

Allan Havemose, Executive Director, ITS • (805) 474-3000 ext. 1001 •

allan.havemose@lmusd.org

Scope of relationship: Provided large scale project services. Replaced network and wireless Infrastructure at 23 locations including the District Office. Deployed 800+ wireless access points for all schools with a high-density implementation and approx. 200 network switches. Implemented a complete IP redesign with routing protocols between sites.

- **Network Switches, Wireless & Network Re-configuration**
 - Replaced network and wireless Infrastructure at 23 locations including the District Office.
 - Training program and Structure: Client's internal IT staff were trained on all aspects of the networking and wireless equipment.
 - Budget proposal: \$1,215,333.00 Final Amount: \$1,215,333.00
 - Total Hours: 990
 - Datapath was the exclusive provider of services for this project.
 - No subcontractors were used for this project
 - C2 E-rate was utilized for this project



FCC RED LIGHT DISPLAY SYSTEM

STATUS OF GREEN



Commission Registration System (CORES)

Associate Username to FRN | Manage Existing FRNs & FRN Financial Register New FRN | Reset FRN Password | Search for FRN

FCC Registration

[FCC](#) > [FCC Registration](#) > [Manage Existing FRNs](#) > FRN Financial

Logged In As: [erate@mydatapath.com](#) | [Logout](#)

FRN Financial

[Manage FRNs](#)

FRN Financial

Show entries

FRN	FRN Name	Red Light Status
0020676102	Data Path Inc.	Green Light

Showing 1 to 1 of 1 entries

[Go Back](#)

Customer Service

[Help](#)

[Frequently Asked Questions](#)

[Privacy Statement](#)

[FCC Home Page](#)

For assistance, please submit a help request at <https://www.fcc.gov/wireless/available-support-services> or call 877-480-3201 (Mon.-Fri. 8 a.m.-6 p.m. ET).



LETTER OF AGREEMENT

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

Letter of Agreement - RFP 23-107

Pursuant to the terms of River Delta Unified School District's RFP # 23-107 for Wireless Equipment, (Name of Company) _____ Data Path, INC. _____'s response to RFP #23-107 dated (mm/dd/yyyy) 12/19/2022, (Name of Company) _____ Data Path, INC. _____ will provide the equipment and services per RFP # 23-107 effective the date of issuance of River Delta Unified School District Purchase Order(s).

(Name of Company) _____ Data Path, INC. _____ and River Delta Unified School District acknowledge that this agreement is for E-Rate eligible products and services, which are contingent on funding by the School and Libraries Division of USAC/FCC and the River Delta Unified School District for E-Rate Year 2023 (Year 26), and River Delta Unified School District Board of Education approval.

The River Delta Unified School District (District) reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the Request for Proposal, including but not limited to this Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The District shall not be responsible for any costs to Bidder prior to termination.

River Delta Unified School District _____

_____ Data Path, INC. _____

Authorized Representative Signature _____

(Name of Company) _____

James Bates

Authorized Representative Signature _____

Date: _____

Date: 12/19/2022

Name: Tammy Busch

Name: James Bates

Title: Chief Business Officer

Title: COO & Co-Founder

Address: 445 Montezuma Street

Address: 1415 J St

Rio Vista, CA 94571

Modesto, CA 95354

Email: tbusch@rdusd.org

Email: erate@mydatapath.com

Phone: (707) 374-1715

Phone: (800) 838-1488



COST PROPOSALS

Cost Proposal

RFP 23-107

Responder Company Name: Data Path, INC.
Responder Name: James Bates
Responder Title: COO & Co-Founder
Responder SPIN: 143032599
Responder Phone: 800-838-1488

Service provider must determine Erate eligibility percentage as well as category of service, I/C or BM.

The District's eligible Wireless Equipment includes (or equivalent):

BATES ELEM

Part #	QTY	Description	Unit Price	Extended Cost	Erate % Eligible	I/C	B/M
901-R650-US00	13	Ruckus R650, wireless access point	\$554.58	\$7,209.54	100%	X	
901-R750-US00	0	Ruckus R750, wireless access point- Wi-Fi Dual Band					
CLD-BNDL-RCAW-EDU5	13	Ruckus 5 Yr Support subscription Licenses	\$233.28	\$3,032.64	100%	X	

Sub total	\$10,242.18
Taxes	\$585.78
Installation/Configuration	\$2,340.00
Shipping	\$0.00
Grand Total	\$13,167.96

CLARKSBURG MIDDLE & DELTA HIGH

Part #	QTY	Description	Unit Price	Extended Cost	Erate % Eligible	I/C	B/M
901-R650-US00	29	Ruckus R650, wireless access point	\$554.58	\$16,082.82	100%	X	
901-R750-US00	0	Ruckus R750, wireless access point- Wi-Fi Dual Band					
CLD-BNDL-RCAW-EDU5	29	Ruckus 5 Yr Support subscription Licenses	\$233.28	\$6,765.12	100%	X	

Sub total	\$22,847.94
Taxes	\$1,306.73
Installation/Configuration	\$5,220.00
Shipping	\$0.00
Grand Total	\$29,374.67

D H WHITE & WIND RIVER ADULT ED

Part #	QTY	Description	Unit Price	Extended Cost	Erate % Eligible	I/C	B/M
901-R650-US00	13	Ruckus R650, wireless access point	\$554.58	\$7,209.54	100%	X	
901-R750-US00	2	Ruckus R750, wireless access point- Wi-Fi Dual Band	\$706.68	\$1,413.36	100%	X	
CLD-BNDL-RCAW-EDU5	15	Ruckus 5 Yr Support subscription Licenses	\$233.28	\$3,499.20	100%	X	
				Sub total	\$12,122.10		
				Taxes	\$700.61		
				Installation/Configuration	\$2,800.00		
				Shipping	\$0.00		
				Grand Total	\$15,622.71		

ISLETON ELEM							
Part #	QTY	Description	Unit Price	Extended Cost	Erate % Eligible	I/C	B/M
901-R650-US00	7	Ruckus R650, wireless access point	\$554.58	\$3,882.06	100%	X	
901-R750-US00	1	Ruckus R750, wireless access point- Wi-Fi Dual Band	\$706.68	\$706.68	100%	X	
CLD-BNDL-RCAW-EDU5	8	Ruckus 5 Yr Support subscription Licenses	\$233.28	\$1,866.24	100%	X	
				Sub total	\$6,454.98		
				Taxes	\$372.84		
				Installation/Configuration	\$1,440.00		
				Shipping	\$0.00		
				Grand Total	\$8,267.82		

MOKELUMNE HIGH & RIVER DELTA COMMUNITY DAY							
Part #	QTY	Description	Unit Price	Extended Cost	Erate % Eligible	I/C	B/M
901-R650-US00	3	Ruckus R650, wireless access point	\$554.58	\$1,663.74	100%	X	
901-R750-US00	0	Ruckus R750, wireless access point- Wi-Fi Dual Band					
CLD-BNDL-RCAW-EDU5	3	Ruckus 5 Yr Support subscription Licenses	\$233.28	\$699.84	100%	X	
				Sub total	\$2,363.58		
				Taxes	\$135.18		
				Installation/Configuration	\$640.00		
				Shipping	\$0.00		
				Grand Total	\$3,138.76		

RIO VISTA HIGH

Part #	QTY	Description	Unit Price	Extended Cost	Erate % Eligible	I/C	B/M
901-R650-US00	16	Ruckus R650, wireless access point	\$554.58	\$8,873.28	100%	X	
901-R750-US00	6	Ruckus R750, wireless access point- Wi-Fi Dual Band	\$706.68	\$4,240.08	100%	X	
CLD-BNDL-RCAW-EDU5	22	Ruckus 5 Yr Support subscription Licenses	\$233.28	\$5,132.16	100%	X	

Sub total	\$18,245.52
Taxes	\$1,065.46
Installation/Configuration	\$3,960.00
Shipping	\$0.00
Grand Total	\$23,270.98

RIVERVIEW MIDDLE - RIVER DELTA HIGH - INDEPENDANT STUDY

Part #	QTY	Description	Unit Price	Extended Cost	Erate % Eligible	I/C	B/M
901-R650-US00	11	Ruckus R650, wireless access point	\$554.58	\$6,100.38	100%	X	
901-R750-US00	3	Ruckus R750, wireless access point- Wi-Fi Dual Band	\$706.68	\$2,120.04	100%	X	
CLD-BNDL-RCAW-EDU5	14	Ruckus 5 Yr Support subscription Licenses	\$233.28	\$3,265.92	100%	X	

Sub total	\$11,486.34
Taxes	\$667.91
Installation/Configuration	\$2,520.00
Shipping	\$0.00
Grand Total	\$14,674.25

WALNUT GROVE ELEM

Part #	QTY	Description	Unit Price	Extended Cost	Erate % Eligible	I/C	B/M
901-R650-US00	12	Ruckus R650, wireless access point	\$554.58	\$6,654.96	100%	X	
901-R750-US00	0	Ruckus R750, wireless access point- Wi-Fi Dual Band					
CLD-BNDL-RCAW-EDU5	12	Ruckus 5 Yr Support subscription Licenses	\$233.28	\$2,799.36	100%	X	

Sub total	\$9,454.32
Taxes	\$540.72
Installation/Configuration	\$2,160.00
Shipping	\$0.00
Grand Total	\$12,155.04

NON ERATE ELIGIBLE SITE

Part #	QTY	Description	Unit Price	Extended Cost	Erate % Eligible	I/C	B/M
901-R650-US00	6	Ruckus R650, wireless access point	\$554.58	\$3,327.48	0%	X	
901-R750-US00	0	Ruckus R750, wireless access point- Wi-Fi Dual Band					
CLD-BNDL-RCAW-EDU5	6	Ruckus 5 Yr Support subscription Licenses	\$233.28	\$1,399.68	0%	X	

Sub total	\$4,727.16
Taxes	\$270.37
Installation/Configuration	\$1,080.00
Shipping	\$0.00
Grand Total	\$6,077.52

GRAND TOTAL ENTIRE PROJECT

Part #	QTY	Description	Unit Price	Extended Cost	Erate % Eligible	I/C	B/M
901-R650-US00	110	Ruckus R650, wireless access point	\$554.58	\$61,003.80	94.5%	X	
901-R750-US00	12	Ruckus R750, wireless access point- Wi-Fi Dual Band	\$706.68	\$8,480.16	100%	X	
CLD-BNDL-RCAW-EDU5	122	Ruckus 5 Yr Support subscription Licenses	\$233.28	\$28,460.16	95.1%	X	

Sub total	\$97,944.12
Taxes	\$5,645.60
Installation/Configuration	\$22,160.00
Shipping	\$0.00
Grand Total	\$125,749.72



PROPOSAL FOR

RFP 23-107

Wireless Equipment

River Delta USD

445 Montezuma St.

Rio Vista, CA 94571

December 19, 2022



BES

	Price	Qty	Ext. Price
RUCKUS WIRELESS : Ruckus R650 dual-band 802.11abgn/ac/ax Wireless Access Point with Multi-Gigabit Ethernet backhaul, 4x4:4 + 2x2:2 streams, OFDMA, MU-MIMO, BeamFlex+, dual ports, PoH/uPoE/802.3at PoE support. Does not include power adapter or PoE injec	\$554.58	13	\$7,209.54
RUCKUS WIRELESS : E-RATE RUCKUS Cloud with basic RUCKUS Analytics Subscriptions for 1xAP 5yr. Includes Warranty Support.	\$233.28	13	\$3,032.64
Professional Services - Config <u>For each access point:</u>	\$1,300.00	1	\$1,300.00
<ul style="list-style-type: none"> • Unpack and receive equipment • Provision AP and update firmware • Add to cloud controller and register • Testing and validation • Documentation 			
Professional Services - Physical Installation	\$1,040.00	1	\$1,040.00
<ul style="list-style-type: none"> • Physical removal of existing access points • Physical installation of Datapath configured access point at existing locations • Assumes all APs are currently active and operational • Any access point that is not accessible and may require the use of a man lift will require a change order • Project assumes all APs are ladder accessible • All debris and material will be removed upon completion of project 			
Subtotal:			\$12,582.18

CMS & DHS

	Price	Qty	Ext. Price
RUCKUS WIRELESS : Ruckus R650 dual-band 802.11abgn/ac/ax Wireless Access Point with Multi-Gigabit Ethernet backhaul, 4x4:4 + 2x2:2 streams, OFDMA, MU-MIMO, BeamFlex+, dual ports, PoH/uPoE/802.3at PoE support. Does not include power adapter or PoE injec	\$554.58	29	\$16,082.82
RUCKUS WIRELESS : E-RATE RUCKUS Cloud with basic RUCKUS Analytics Subscriptions for 1xAP 5yr. Includes Warranty Support.	\$233.28	29	\$6,765.12



CMS & DHS

	Price	Qty	Ext. Price
Professional Services - Config <u>For each access point:</u> <ul style="list-style-type: none"> • Unpack and receive equipment • Provision AP and update firmware • Add to cloud controller and register • Testing and validation • Documentation 	\$2,900.00	1	\$2,900.00
Professional Services - Physical Installation <ul style="list-style-type: none"> • Physical removal of existing access points • Physical installation of Datapath configured access point at existing locations • Assumes all APs are currently active and operational • Any access point that is not accessible and may require the use of a man lift will require a change order • Project assumes all APs are ladder accessible • All debris and material will be removed upon completion of project 	\$2,320.00	1	\$2,320.00
Subtotal:			\$28,067.94

DH White

	Price	Qty	Ext. Price
RUCKUS WIRELESS : Ruckus R650 dual-band 802.11abgn/ac/ax Wireless Access Point with Multi-Gigabit Ethernet backhaul, 4x4:4 + 2x2:2 streams, OFDMA, MU-MIMO, BeamFlex+, dual ports, PoH/uPoE/802.3at PoE support. Does not include power adapter or PoE injec	\$554.58	13	\$7,209.54
RUCKUS WIRELESS : R750 xx dual band ax indoor AP 4x4:4	\$706.68	2	\$1,413.36
RUCKUS WIRELESS : E-RATE RUCKUS Cloud with basic RUCKUS Analytics Subscriptions for 1xAP 5yr. Includes Warranty Support.	\$233.28	15	\$3,499.20



DH White

	Price	Qty	Ext. Price
Professional Services - Config <u>For each access point:</u> <ul style="list-style-type: none"> • Unpack and receive equipment • Provision AP and update firmware • Add to cloud controller and register • Testing and validation • Documentation 	\$1,600.00	1	\$1,600.00
Professional Services - Physical Installation <ul style="list-style-type: none"> • Physical removal of existing access points • Physical installation of Datapath configured access point at existing locations • Assumes all APs are currently active and operational • Any access point that is not accessible and may require the use of a man lift will require a change order • Project assumes all APs are ladder accessible • All debris and material will be removed upon completion of project 	\$1,200.00	1	\$1,200.00
Subtotal:			\$14,922.10

IES

	Price	Qty	Ext. Price
RUCKUS WIRELESS : Ruckus R650 dual-band 802.11abgn/ac/ax Wireless Access Point with Multi-Gigabit Ethernet backhaul, 4x4:4 + 2x2:2 streams, OFDMA, MU-MIMO, BeamFlex+, dual ports, PoH/uPoE/802.3at PoE support. Does not include power adapter or PoE injec	\$554.58	7	\$3,882.06
RUCKUS WIRELESS : R750 xx dual band ax indoor AP 4x4:4	\$706.68	1	\$706.68
RUCKUS WIRELESS : E-RATE RUCKUS Cloud with basic RUCKUS Analytics Subscriptions for 1xAP 5yr. Includes Warranty Support.	\$233.28	8	\$1,866.24



IES

	Price	Qty	Ext. Price
Professional Services - Config <u>For each access point:</u> <ul style="list-style-type: none"> • Unpack and receive equipment • Provision AP and update firmware • Add to cloud controller and register • Testing and validation • Documentation 	\$800.00	1	\$800.00
Professional Services - Physical Installation <ul style="list-style-type: none"> • Physical removal of existing access points • Physical installation of Datapath configured access point at existing locations • Assumes all APs are currently active and operational • Any access point that is not accessible and may require the use of a man lift will require a change order • Project assumes all APs are ladder accessible • All debris and material will be removed upon completion of project 	\$640.00	1	\$640.00
Subtotal:			\$7,894.98

MOKE

	Price	Qty	Ext. Price
RUCKUS WIRELESS : Ruckus R650 dual-band 802.11abgn/ac/ax Wireless Access Point with Multi-Gigabit Ethernet backhaul, 4x4:4 + 2x2:2 streams, OFDMA, MU-MIMO, BeamFlex+, dual ports, PoH/uPoE/802.3at PoE support. Does not include power adapter or PoE injec	\$554.58	3	\$1,663.74
RUCKUS WIRELESS : E-RATE RUCKUS Cloud with basic RUCKUS Analytics Subscriptions for 1xAP 5yr. Includes Warranty Support.	\$233.28	3	\$699.84



MOKE

	Price	Qty	Ext. Price
Professional Services - Config <u>For each access point:</u> <ul style="list-style-type: none"> • Unpack and receive equipment • Provision AP and update firmware • Add to cloud controller and register • Testing and validation • Documentation 	\$400.00	1	\$400.00
Professional Services - Physical Installation <ul style="list-style-type: none"> • Physical removal of existing access points • Physical installation of Datapath configured access point at existing locations • Assumes all APs are currently active and operational • Any access point that is not accessible and may require the use of a man lift will require a change order • Project assumes all APs are ladder accessible • All debris and material will be removed upon completion of project 	\$240.00	1	\$240.00
Subtotal:			\$3,003.58

RVHS

	Price	Qty	Ext. Price
RUCKUS WIRELESS : Ruckus R650 dual-band 802.11abgn/ac/ax Wireless Access Point with Multi-Gigabit Ethernet backhaul, 4x4:4 + 2x2:2 streams, OFDMA, MU-MIMO, BeamFlex+, dual ports, PoH/uPoE/802.3at PoE support. Does not include power adapter or PoE injec	\$554.58	16	\$8,873.28
RUCKUS WIRELESS : R750 xx dual band ax indoor AP 4x4:4	\$706.68	6	\$4,240.08
RUCKUS WIRELESS : E-RATE RUCKUS Cloud with basic RUCKUS Analytics Subscriptions for 1xAP 5yr. Includes Warranty Support.	\$233.28	22	\$5,132.16



RVHS

	Price	Qty	Ext. Price
Professional Services - Config <u>For each access point:</u> <ul style="list-style-type: none"> • Unpack and receive equipment • Provision AP and update firmware • Add to cloud controller and register • Testing and validation • Documentation 	\$2,200.00	1	\$2,200.00
Professional Services - Physical Installation <ul style="list-style-type: none"> • Physical removal of existing access points • Physical installation of Datapath configured access point at existing locations • Assumes all APs are currently active and operational • Any access point that is not accessible and may require the use of a man lift will require a change order • Project assumes all APs are ladder accessible • All debris and material will be removed upon completion of project 	\$1,760.00	1	\$1,760.00
Subtotal:			\$22,205.52

RMS

	Price	Qty	Ext. Price
RUCKUS WIRELESS : Ruckus R650 dual-band 802.11abgn/ac/ax Wireless Access Point with Multi-Gigabit Ethernet backhaul, 4x4:4 + 2x2:2 streams, OFDMA, MU-MIMO, BeamFlex+, dual ports, PoH/uPoE/802.3at PoE support. Does not include power adapter or PoE injec	\$554.58	11	\$6,100.38
RUCKUS WIRELESS : R750 xx dual band ax indoor AP 4x4:4	\$706.68	3	\$2,120.04
RUCKUS WIRELESS : E-RATE RUCKUS Cloud with basic RUCKUS Analytics Subscriptions for 1xAP 5yr. Includes Warranty Support.	\$233.28	14	\$3,265.92



RMS

	Price	Qty	Ext. Price
Professional Services - Config <u>For each access point:</u> <ul style="list-style-type: none"> • Unpack and receive equipment • Provision AP and update firmware • Add to cloud controller and register • Testing and validation • Documentation 	\$1,400.00	1	\$1,400.00
Professional Services - Physical Installation <ul style="list-style-type: none"> • Physical removal of existing access points • Physical installation of Datapath configured access point at existing locations • Assumes all APs are currently active and operational • Any access point that is not accessible and may require the use of a man lift will require a change order • Project assumes all APs are ladder accessible • All debris and material will be removed upon completion of project 	\$1,120.00	1	\$1,120.00
Subtotal:			\$14,006.34

WGE

	Price	Qty	Ext. Price
RUCKUS WIRELESS : Ruckus R650 dual-band 802.11abgn/ac/ax Wireless Access Point with Multi-Gigabit Ethernet backhaul, 4x4:4 + 2x2:2 streams, OFDMA, MU-MIMO, BeamFlex+, dual ports, PoH/uPoE/802.3at PoE support. Does not include power adapter or PoE injec	\$554.58	12	\$6,654.96
RUCKUS WIRELESS : E-RATE RUCKUS Cloud with basic RUCKUS Analytics Subscriptions for 1xAP 5yr. Includes Warranty Support.	\$233.28	12	\$2,799.36



WGE

	Price	Qty	Ext. Price
Professional Services - Config <u>For each access point:</u> <ul style="list-style-type: none"> • Unpack and receive equipment • Provision AP and update firmware • Add to cloud controller and register • Testing and validation • Documentation 	\$1,200.00	1	\$1,200.00
Professional Services - Physical Installation <ul style="list-style-type: none"> • Physical removal of existing access points • Physical installation of Datapath configured access point at existing locations • Assumes all APs are currently active and operational • Any access point that is not accessible and may require the use of a man lift will require a change order • Project assumes all APs are ladder accessible • All debris and material will be removed upon completion of project 	\$960.00	1	\$960.00
Subtotal:			\$11,614.32

District Office

	Price	Qty	Ext. Price
RUCKUS WIRELESS : Ruckus R650 dual-band 802.11abgn/ac/ax Wireless Access Point with Multi-Gigabit Ethernet backhaul, 4x4:4 + 2x2:2 streams, OFDMA, MU-MIMO, BeamFlex+, dual ports, PoH/uPoE/802.3at PoE support. Does not include power adapter or PoE injec	\$554.58	6	\$3,327.48
RUCKUS WIRELESS : E-RATE RUCKUS Cloud with basic RUCKUS Analytics Subscriptions for 1xAP 5yr. Includes Warranty Support.	\$233.28	6	\$1,399.68



District Office

	Price	Qty	Ext. Price
Professional Services - Config <u>For each access point:</u> <ul style="list-style-type: none">• Unpack and receive equipment• Provision AP and update firmware• Add to cloud controller and register• Testing and validation• Documentation	\$600.00	1	\$600.00
Professional Services - Physical Installation <ul style="list-style-type: none">• Physical removal of existing access points• Physical installation of Datapath configured access point at existing locations• Assumes all APs are currently active and operational• Any access point that is not accessible and may require the use of a man lift will require a change order• Project assumes all APs are ladder accessible• All debris and material will be removed upon completion of project	\$480.00	1	\$480.00
Subtotal:			\$5,807.16



QUOTE FOR

RFP 23-107 Wireless Equipment

Prepared by:
Datapath
Ricky Maestas
(209) 596-5223
rmaestas@mydatapath.com

Prepared for:
River Delta USD
445 Montezuma St.
Rio Vista, CA 94571
Tammy Busch
(707) 374-1700
tbusch@rdusd.org

Quote Information:
Quote #: 020696
Version: 3
Delivery Date: 12/19/2022
Expiration Date: 02/28/2023

Quote Summary

	Amount
BES	\$12,582.18
CMS & DHS	\$28,067.94
DH White	\$14,922.10
IES	\$7,894.98
MOKE	\$3,003.58
RVHS	\$22,205.52
RMS	\$14,006.34
WGE	\$11,614.32
District Office	\$5,807.16
Subtotal:	\$120,104.12
Estimated Tax:	\$5,645.60
Total:	\$125,749.72

Shipping Fees: \$0.00

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

- [Terms of Service](#)
- [Payment Terms](#)



ADDENDUMS



COMPLETED AND SIGNED

SUBMITTAL PAGES

Fingerprint Certification

RFP 23-107

Responder Certification

I, James Bates, am an authorized representative of/doing business as (Name of Responder/consultant) Data Path, INC., and hereby certify that, pursuant to Education Code Section 45125.1, this business entity has conducted the required criminal background check(s) of all its employees who may have contact with District pupils or unsupervised access to any District campus of the River Delta Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5(c) and/or 1192.7(c).

Failure to comply with these terms or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the Contractor shall constitute grounds for termination of this Agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 19th day of December, 2022, in Stanislaus County, California.

James Bates

Name of Responder/Consultant (please print)

COO & Co-Founder

Name/Title of Authorized Representative (printed)



(Signature)

Statement of Non-Conflict of Interest

RFP 23-107

The Responder hereby warrants that he or she has no business or financial interests that are in conflict with his or her obligations to the District and further agrees to disclose any such interest which may be acquired during the life of an agreement with the District. The Responder also certifies that it and its members are not, officers, agents, or employees of the District, nor have they been since January 1, 2001.



Signature

James Bates

Printed Name

COO & Co-Founder

Title

Data Path, INC.

Responder

12/19/2022

Date

Insurance Acknowledgement

RFP 23-107

Notice to Bidders regarding Indemnity and Insurance Requirements

Summary of Indemnification and Insurance Requirements:

1. These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to River Delta Unified School District (Buyer). By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by Buyer.
 2. You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of Insurance shall be available to Buyer and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to Buyer.
 3. Contractor shall provide Buyer with Certificates of Insurance including all required endorsements and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Buyer before work begins. Buyer reserves the right to require full-certified copies of all Insurance coverage and endorsements.
- I. Indemnification & Insurance:
Contractor shall be an independent contractor and not an agent or employee of District under this Agreement. Contractor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a current certificate or policy evidencing its professional general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured.

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Contractor or its directors, officers, agents, employees, volunteers, or guests arising

from Contractor's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless Contractor, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District's duties and obligations described in this Agreement or imposed by law. Contractor is not an employee of the District and District shall not indemnify Contractor in any such claim.

Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.

I have read and understand the above requirements and agree to be bound by them for any work performed for the Buyer.



Signature

James Bates

Printed Name

COO & Co-Founder

Title

Data Path, INC.

Responder

12/19/2022

Date



GIGAKOM PROPOSAL for

RIVER DELTA JT UNIF SCH DISTRICT **470 # 230002101**

E-Rate 2023 – 7/1/2023 to 6/30/2024

SPIN # 143027209
FCC # 0011991395
Certified Small Business Micro # 40936
DIR Registration # 1000003984
Contractor License # 910431
CPUC # U-1202-C
FEIN: 50-0026417

Date: 12/19/2022

GigaKOM respectfully requests that the information in this proposal not be used or disclosed, in full or part, for any purpose other than that for which it was originally furnished without prior written permission of GigaKOM.



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1. Cover Letter

December 16, 2022
RIVER DELTA JT UNIF SCH DISTRICT
445 MONTEZUMA ST
RIO VISTA, CA 94571-1651

Dear Tammy Busch,

GigaKOM thanks you for the opportunity to present our Category 2 E-rate proposal. We have carefully constructed a complete technical solution that will serve your District for many years to come.

GigaKOM is a full-service *Information Technology Solutions Provider*, as we specialize in full cycle IT Solutions. We have partnered with the industry's best network and system manufacturers to provide you with cost effective, superior products and services. Our staff is highly qualified and is always available to assist you with any of your technical needs. GigaKOM is your strategic partner and trusted advisor. We will engage with you to create and execute your strategic goals.

GigaKOM's engineers hold the highest level of certifications and training with multiple manufacturers including Cisco, HPE, Aruba, Ruckus, Extreme, Microsoft, and VMWare among many others.

GigaKOM is a California Corporation providing IT services and support since 2003. Additionally, GigaKOM is a certified Small Business with the State of California, Department of General Services. We have completed projects from a single-server upgrade to the design and installation of complete data centers.

Thank you for your consideration and the opportunity to partner with you on this E-rate Category 2 Project.

James Kim

P 858-769-5416
F 858-565-2453
jameskim@gigakom.com

GigaKOM
9245 Activity Road
Suite 105
San Diego, CA 92126
www.gigakom.com



2 **GigaKOM Contacts**

The GigaKOM contacts for this proposal are:

Contacts:

James Kim
Account Manager
Phone: (858)-769-5416
Fax: (858)-565-2453
jameskim@gigakom.com

Greg Argendeli
VP Engineering Services
Phone: (858) 769-5403
Fax: (858) 565-2443
arg@gigakom.com

Personal Assigned to this project as leads:

- Dragan Ilic: Sr. Network Engineer, CCIE, HPE Aruba Certified, Extreme certified
- Sasha Krstic, Field Services Manager, Aruba, Extreme certified

Office Locations

- HQ/San Diego
9245 Activity Road, Suite 105
San Diego, CA 92126
- Los Angeles
9107 Wilshire Blvd. Suite 450
Beverly Hills, CA 90210
- Northern California
3511 Thomas Road, Suite 9
Santa Clara, CA 95054
- Bay Area
1600 Harbor Bay Parkway, Ste 100
Alameda, CA 94502
- Central California
4450 California Ave, Suite 192
Bakersfield, CA 93309
- Fresno
1713 Tulare St
Fresno, CA 93721

3 Introduction – Description of Firm

This proposal is for GigaKOM to assist School with Category 2 Internal Connections for E-Rate Eligible Network and Telecommunications Systems.

GigaKOM is a full service *Information Technology Solutions Provider* incorporated in 2003. We specialize in Technology for Education. Our vision is to improve the stability of each and every network we service. We have partnered with the industry’s best network and system manufacturers to provide you with cost effective, superior products and services.

Our staff is highly qualified and is always available to assist you with any of your technical needs. GigaKOM has delivered solutions ranging from desktops, mobile devices, and classroom technology to complete networks and data centers including virtualization. Our solutions ensure access to the vast array of technology resources that are available to improve your District’s efficiency and learning experience. GigaKOM’s engineers hold the highest level of certifications and training with multiple manufactures including Cisco, HPE / Aruba, Extreme, Microsoft, VMWare, Cambium and many more.

GigaKOM is a California Corporation providing IT services and support since 2003. Additionally, GigaKOM is a certified Small Business with the State of California, Department of General Services.

GigaKOM is an established vendor that has been providing E-RATE and non-E-RATE services throughout California, utilizing employees that have been in the program since year one (including a former California Certified E-RATE Trainer). We have completed a wide array projects ranging from a single-server upgrade to the design and installation of complete school data centers.





4 Experience and Qualifications

GigaKOM is a full service *Information Technology Solutions Provider*. Our vision is to improve the stability of each and every network we service. We have partnered with the industry's best network and system manufacturers to provide you with cost effective, superior products and services.

Our staff is highly qualified and is always available to assist you with any of your technical needs. GigaKOM has created solutions ranging from desktops to complete networks that ensure access to the vast array of technology resources that are available to improve your business efficiency. In order to achieve these successes, GigaKOM's engineers hold the highest level of certification.

GigaKOM has completed multiple enterprise level implementations in all the areas below, as well as technologies not listed. Please see References section for a sample of projects completed.

Systems Integration:

GigaKOM provides professional computer solutions and services to improve the client's technological capabilities.

Infrastructure design and installation, Integration services, and Implementation management are mission-critical to any technology project. GigaKOM integrates these services to provide a single source for all computing needs. Below are samples of the ways that GigaKOM can assist our education clients.

Local and Wide Area Network (LAN/WAN) Design & Implementation Services:

GigaKOM helps organizations design, install, and maintain enterprise-wide systems for voice, video, and data communications. Utilizing industry superior technology along with certified engineers and project managers, GigaKOM works with organizations to ensure stable, robust, and expandable solutions for our client's needs. Network documentation and infrastructure testing capabilities are an integral part of the LAN/WAN services.

Security Services:

GigaKOM provides clients with the programs and tools necessary to ensure network security at all levels. GigaKOM analyzes, recommends, and installs security systems in addition to assisting clients with establishing policies and procedures to provide the highest level of technology security available. GigaKOM provides an array of security provisions: physical security, desktop provisions, virus protection software, firewalls, intrusion detection systems, and internet filtering capabilities.

Hardware and Software Services:

GigaKOM, through its experience and partnerships, offers a high level of expertise in product selection, purchasing, installation, and maintenance – from desktop computers to the entire network infrastructure. GigaKOM offers a hardware/software asset management and license compliance service.

Cloud Computing, Virtualization and Thin Client:

GigaKOM guides businesses in the decision-making and implementation of Cloud, Virtualization and Thin Client solutions.

Cloud Computing provides several advantages including the decentralization of hardware, risk and recovery advantages, and Access-Anywhere capabilities.

Thin-client technology transforms networks from a collection of decentralized computer devices into a centrally manageable computing environment, providing low-cost, standardized, easily updateable, and centralized systems.



Virtualization provides many benefits including fail-over and redundancy solutions, leveraging hardware utilization, and cost savings in power, facilities, and management.

Network Management and Maintenance:

GigaKOM provides comprehensive network maintenance solutions client tailored to meet each individual client’s network requirements. From hardware warranty programs, to labor support and complete network management programs, GigaKOM has the program and expertise to keep networks running at their optimal capabilities.

GigaKOM wants to be your Partner in Educational Technology. We are certified by all major IT manufacturers and specialize in servicing clients throughout the south western region of the United States

5 Certifications, Training and Specializations:

Current team certification, partial list: **Cisco:** 4 CCIE, 4 CCNP, 5 CCNA, 1 CCDA: **HPE/ARUBA:** 3 ACMP, 3 ACSP, 1ACCP: **Extreme:** 7 ESS, EDS Wireless, Management, Fabric: **Microsoft:** 2MCP, 1 MCSA and more

For a full list of GigaKOM certified personal please reach out to hr@gigakom.com

Listed are some of our Partner and Certifications

Cisco

Company Certification

- Premier Certified Partner



Specializations

- Advanced Unified Communications
- Advanced Security
- Express Foundation
- Cisco Capital Financing
- Cisco Smart Care Services

Professional Certification and Training

- CCIE, CCNP, CCDA and more

Microsoft

Company Certification

- Authorized Partner



Specializations

- Educational Licensing Authorized

HPE - Aruba

Company Certification

- HPE Aruba Gold Partner
- Networking Elite



Specializations

- Public Sector

VMWare

Company Certification

- Professional
- Educational Licensing



Cambium / Xirrus Wireless

Company Certification

- Gold Certification



MileStone

Company Certification

- Gold Certification



Extreme Networks

Company Certification

- Gold Certified Partner
- Master Partner



6 Master Contracts and Purchasing Authorizations:

In order to best serve our Government and Educational clients, GigaKOM has multiple purchasing vehicles available. Our contracts include:

Details at: <http://bit.ly/gkomCMAS>

CMAS Contract ID 3-21-08-1109

- Cisco Networking Equipment / Services
- HPE Networking Equipment / Services
- Aruba Networking Equipment / Services
- HP Computer Systems / Services
- Data Communications – Equipment
- Labor, Technical support and implementation



CMAS Contract ID 3-12-70-2346F

- Axis



CMAS Contract ID 3-19-70-2346N

- APC products / services
- Tripp Lite products / services
- LG Electronics
- Lenovo
- Ergotron
- Enet
- Eaton
- Network Systems



CMAS Contract ID 3-18-70-2346M

- Extreme Networks products / services
- Network Systems
- Security products / services



CMAS Contract ID 3-19-70-3644A

- Sonic Wall Networks products / services
- Network Systems
- Security products / services



GSA Schedule 47QTCA-19-D-00MM

- APC
- Ergotron
- HP, HPE, HPi
- Lenovo
- NEC
- Sony
- Tripplite
- Xerox



GSA Schedule GS-35F-0349S

- Cisco Networking Communications
- Hewlett Packard Enterprise
- Hewlett Packard, Inc



NASPO Contract AR-233

- Cisco Networking
- Services / Software / Warranty



NASPO Contract AR3328

- Aruba Networking
- HPE Networking
- Services / Software / Warranty



NASPO Contract AR3230

- Extreme Networking
- Services / Software / Warranty



Educational Licensing Agreements

- Microsoft
- VMWare



For further information on these contracts please contact your GigaKOM sales representative for terms, conditions, and product pricing.

Contracts listed are for reference and referral. Contracts listed may be utilized at part or all of product and service fulfillment. No bid is considered to be under one or any of the above contracts unless specifically outlined within the purchase agreement and confirmed by both parties. Additional fees may be charged by the Government Agency in association with the contract. Please refer to terms of schedule.



7 Methodology for Providing Services

GigaKOM proposes the following phased approach for new component integration into your network. With this approach GigaKOM will define activities needed to successfully deploy and operate new system(s) and optimize performance during the lifecycle of the solution.

Phase approach includes:

1. Preparation and Response Phase
2. Assessment Phase
3. Implementation Phase
4. Operation and Optimization Phase

Delivery Timetable:

- Hardware- within 14 business days from Client PO
- Installation – based on Client schedule

In the Preparation and Response Phase, GigaKOM will respond to client's solution request based on requirements specified and propose a High Level Design and product to address client's needs.

Assessment Phase will determine if the existing system infrastructure, sites, and operational environment are able to support its proposed system.

During the Implementation Phase, GigaKOM will install the new technology into the client's network, ensuring it is integrated without disrupting the network or creating points of vulnerability.

During the Operation and Optimization Phase, GigaKOM will ensure that the newly implemented solution is operating efficiently and is highly available. GigaKOM, at client request, will propose a maintenance support structure to help ensure that the client's networks are operating at peak performance, resolve problems quickly as they arise, and adapt the architecture, operation, and performance of the network to change.

Preparation and Response Phase:

In this phase GigaKOM will analyze client needs and identify and confirm the product in High Level Design Development. We will list all necessary parts numbers and any additional hardware that will be needed to deliver the solution. We will allocate key members of the team trained and certified in the technology (per client requirements).

Assessment Phase:

GigaKOM will prepare for your deployment with a comprehensive site assessment that evaluates the readiness of your current facilities infrastructure to support the new technology. GigaKOM will identify physical, environmental, electrical, and procedural modification that should be made prior to implementation. As part of the assessment GigaKOM will provide Assessment Analysis documents for each of the below specified actions with findings and the mitigation plan with any potential costs.



Methodology for Assessment:

Site Readiness Assessment, GigaKOM will prepare for your deployment with a comprehensive site assessment that evaluates the readiness of your current facilities infrastructure to support the new technology. Client will identify physical, environmental, and electrical modifications that should be made prior to implementation.

There are three activities associated with the site readiness assessment service component.

- Prepare for a site readiness assessment
- Conduct a facility site(s) survey
- Perform a site assessment gap analysis.

The site readiness assessment service component assesses the ability of the client's site facilities to accommodate the new technology system. Following completion of the site survey, you will identify any gaps with site requirements specifications.

Network Readiness Assessment: GigaKOM will prepare for your solution deployment by assessing the readiness of your existing network infrastructure and determining any modifications that should be made prior to implementation. The modifications could include physical and logical configurations, solution capacity, quality of service (QoS), solution resiliency, security, and integration with existing legacy platforms. The network readiness assessment service component assesses the client's existing network infrastructure and applications to verify its ability to support the proposed technology system. This service also analyzes the physical and logical configuration of the network and analyzes network design issues, such as scalability, Quality of Service, network resiliency and security, and the potential effects of integrating the proposed system with existing infrastructure.

Operations Readiness Assessment: GigaKOM will prepare for your technology solution deployment with a comprehensive assessment that evaluates the readiness of the people, processes, and tools in your current operations and network management infrastructure for both voice and data to support the new solution. The operations readiness assessment service component assesses the current state of clients' operations and network management infrastructure, including people, processes, and tools, to identify issues and opportunities for improvement.

In addition, the operations readiness assessment identifies issues pertinent to defining, monitoring, and maintaining the proposed system service-level requirements, which are measured through availability, capacity, and security metrics. It also identifies the client's support model and associated skills and knowledge requirements.

- GigaKOM will collect and verify information about current operations support infrastructure
- GigaKOM will identify client support model
- GigaKOM will identify skills and knowledge requirement to support new solution

Implementation Phase:

During the implementation phase, GigaKOM will install the new technology into the client's network, ensuring it is integrated without disrupting the network or creating points of vulnerability.

Steps for Implementation Phase

- Project Planning
- Kickoff
- Staging



- Deployment
 - Core Components Rollout
 - System Integration
 - System Migration (as requested per client)
- Training
- Closeout Documentation

Project Planning:

During project planning GigaKOM will develop the project management, escalation, communication plans, and conduct an internal kick-off meeting.

Kickoff:

During implementation project kickoff GigaKOM will conduct the kickoff meeting with all parties involved in the deployment of system. At the meeting parties will review and confirm implementation milestones, roles, and responsibilities using a project plan, as well as review the escalation and communication plans to ensure everyone is aligned., The plan will then be shared in order to lead the project to a successful completion. Client will be provided access to an on-line portal with the ability to view and track the project as phases are planned and implemented.

Staging:

During staging, GigaKOM will stage the communications hardware and software to be installed in the client's network. GigaKOM will test the solution components in a non-production lab environment. After the successful completion of staging, the hardware delivered to the client site and made ready for the implementation phase.

Deployment:

- Core Component Rollout: During core product implementation, GigaKOM will install, configure, integrate, and test the solution components. This provides for an implemented, production- ready solution, making it available for the integration of existing users and services from existing infrastructure to the new solution.

-Legacy System Integration: The legacy systems as applicable will undergo an integration of the client's network solution components and requires the validation of integration options that are compatible with the new solution. GigaKOM will perform the test and integration between the systems.

Training:

GigaKOM will prepare and conduct end-user training and staff training. GigaKOM will give customized training to each user group according to the staff training plan and train end users only on those features they are allowed to use according to business policy.

Closeout Documentation:

During as built documentation, as the final stage of Implementation phase GigaKOM will compile documentation of the current system in an as built solution binder. In the binder, you will include logical and physical topology maps, IP schemes, serial numbers, application configurations, and legacy migration or integration configurations. Additionally, you will finalize network documentation that reflects as built information for the client, including specific design requirements and configurations.

- Compile documentation into a as built solution binder
 - o Logical and physical topology maps

- Dial plans
- Serial numbers
- Legacy configurations
- Application Configuration

Operation and Optimization phase:

During the operation phase, we will justify client network investment protection by ensuring that the newly implemented solution is operating efficiently and is highly available. During operations setup, we will set up the client to provide operational support to the network, including development of an operational support plan and an Ongoing Support Handoff Kit. Assisting the client in developing processes to manage the system in ongoing operations mode, including system administration and backup, assessment management, and scheduled maintenance is another aspect of the operations setup.

- Develop an Operation Support Plan
- Assist the client in developing process to manage the system

Incident Management: During incident management, we will classify, prioritize, isolate, and resolve incidents and track and monitor incidents. Any required changes to the system are submitted to the formal change management process, and incidents are tracked and managed in a case management system. It is also important to manage real-time incidents with the system components via the incident-management process, which includes multiple levels of support that create and maintain the status of an incident through resolution and closure.

- Classify, prioritize, isolate, and resolve incidents
- Incidents are tracked and managed in case management system - Autotask

Incident Management Steps:

1. Identify Incident
2. Classify and prioritize the incident
3. Isolate the incident
4. Recover from incident outage
5. Validate resolution
6. Track and monitor progress
7. Close the incident

Support Services

GigaKOM 's delivery of Support Services is dependent on the services required and specified by the client. Based on the services requested, GigaKOM follows the standard Methodologies for delivering the types of services as defined below.

Support Services can include the following components:

- **Manufacture maintenance agreements**
 - Software Downloads, bug fixes, security patching and technical maintenance
 - Hardware replacement warranties
- **Hardware replacement time and materials funding pools.**
- **Labor based technical support**
 - On-site technical support



- Remote technical support
- Remediation of technical issues
- Labor based maintenance of network components to insure equipment operates at manufacture and industry specified performance levels.
- **Cable plant repair, upkeep, and maintenance**

Based on the requested services from the client, GigaKOM would be prepared to meet expected maintenance windows as specified by the school.

For Basic Maintenance involving GigaKOM technical support, we provide a 24x7 contact number as well as a web-portal for the reporting of troubles on a client network.

Manufacture maintenance agreements

GigaKOM has partnered with most network manufactures to provide warranty solutions where available to provide eligible maintenance agreements.

For Maintenance agreements, GigaKOM will work with the district to verify eligible equipment identification, validate warranty levels and any End-of-support issues. GigaKOM will procure the maintenance contract with the manufacture and ensure warranty is provided under the District's name and copies of the contract will be provided to the district.

For ineligible components or services, including Hardware warranties, GigaKOM will identify such components to the District and provide the District options to procure these services outside of E-rate funding.

Hardware replacement time and materials funding pools.

Within E-Rate guidelines certain funding is available for time and materials repair and replacement for the maintenance and upkeep of eligible equipment. Where appropriate GigaKOM will work with District to identify the eligible equipment.

Labor Based Technical Support:

Labor based technical support solutions are available to provide On-site technical support, remote technical support, remediation of technical issues designed to maintain eligible network components to ensure equipment operates at manufacture and industry specified performance levels.

Our Solutions provide:

- Access to qualified technical assistance
- Ongoing operating system software updates and upgrades
- Systems diagnostics and remediation on select devices
- On demand and scheduled on site technical support

To be scheduled with GigaKOM and the client, based on recommendations from GigaKOM, we provide solutions that include:

- Network Device Configuration Backup
- Scheduled Network Software Upgrades
- Network Device IOS and Enhancement Review
- Weekly Windows Server Security and Health Check
- Server Operating System and Security Patching



GigaKOM Standards for Performance

- Initial Engagement and Yearly Network Discovery and Mapping
- For all activity performed on a network, status reports of actions taken, and tasks completed are provided.

Network Restoration Process

Client desires the support and restoration of Network down problems caused by E-rate eligible equipment or cable plant.

Description: The following activities will be done by the GigaKOM over the term of the project as services are required.

- 1) Receive incident or request notification from Client personnel. This notification will come from the Client personnel who receive and respond to the initial problem call from the end user and will only be forwarded to the GigaKOM technicians when it appears to be related to E-Rate eligible equipment.
- 2) Record all problem and request tickets in the GigaKOM ticket management system.
- 3) Perform "second level" incident and request handling using GigaKOM remote engineers. If necessary, we will dispatch a local GigaKOM field engineer. Additional engineers will be dispatched as needed to meet the service response requirement and will be dispatched immediately for more critical network down situations.
- 4) Provide "ownership to resolution" of GigaKOM handled incidents, report on the progress of problem resolution, confirm resolution of the incident with Client personnel, and log final resolution. Please note that in accordance with SLD guidelines, GigaKOM can provide eligible maintenance services if the equipment at issue is thought to be eligible. If the issue is determined to be caused by ineligible equipment, this will be reported back to Client personnel, and further work must be handled through Project Change Control.
- 5) Prioritize activities in accordance with documentation and procedural standards developed by GigaKOM and agreed to by Client.
- 6) Coordination and scheduling of GigaKOM resources.

Clients under a labor-based maintenance contract will be covered under the below Billing and Service Delivery Schedule unless specifically altered under contract.



BILLING AND SERVICE DELIVERY SCHEDULE

I Response Times:

GigaKOM provides for a 24-hour Client Service Center access number, as well as on-line trouble ticketing portal. For tickets opened via one of these methods GigaKOM will provide during standard working hours:

Response Times and Escalation Schedule

Priority	Description	Response Times	Escalation Policy	Billing Rate for Services
Critical (Priority 1)	Network down or critical impact to business operations. GigaKOM and end user will provide full-time resources to the situation resolution	1 Hour: Diagnostics begin 2 Hour: technician assigned Next Business Day or better: on-site dispatch if necessary	1 Hour: Service Supervisor 8 Hours Director of Operations 24Hours: President / CEO	Critical tickets are billed double rate with a minimum 2 hour billing. Standard labor terms apply
High (Priority 2)	Operations of a Network are severely degraded; client business operations are negatively impacted. GigaKOM and end user will commit full-time resources during normal business hours to address situation.	2 Hour: Diagnostics Begin 4 Hours: Technician assigned Next Business Day on-site dispatch if necessary	4 Hour: Service Supervisor 24 Hours: Director of Operations 48 hours: President	High priority tickets are billed at a one and a half (1 ½) rate with minimum 2 hour billing. Standard labor terms apply.
Medium / Normal (Priority 3)	Operational performance of the network is impaired. Business functions remain functional. GigaKOM and end user are willing to commit resources during standard business hours to restore service to satisfactory levels.	4 to 8 Hours: diagnostics and technician assigned On-site dispatch (if required) as scheduled with End User.	24 Hour: Service Supervisor 48 hours: Director of Operations 72 Hour: Department Manager	Billing rate as quoted. Standard labor terms apply.
Low (Priority 4)	Assistance or information requested.	8 Hour: Initial response.	72 Hours: Service Supervisor	Billing rate as quoted.



	Typically, product capabilities, installation or configuration issues.			Standard labor terms apply
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(all times listed are based on standard working hours)

The clock starts on all issues once the support request has been added to our Autotask ticketing system

II Definitions:

The service priority Critical, High, Medium, or Low is set at the initiation of the ticket and remains at that level through completion

- Critical Priority is defined as a complete network down event or an event that has a critical impact to business operations. GigaKOM may assign multiple concurrent resources to critical events. The client may request the ticket to be assigned to this priority based on the client’s business objectives.
- High Priority is defined as an event where operations of a network are severely degraded and business operations are negatively impacted. GigaKOM may assign multiple, concurrent resources to critical events. The client may request the ticket to be assigned to this priority based on the client’s business objectives.
- Medium Priority is defined as an event that impairs the operational performance of the network, business operations remain functional but may be degraded. GigaKOM and the client are willing to commit resourced during normal business hours to restore service. Unless otherwise requested by the client, this is the default level for all service tickets.
- Low Priority is defined as a general assistance or informational request. Network Performance degradation is negligible. This level of service is most commonly associated with initial installation or configurations tickets. The client may request the ticket to be assigned to this priority based on the client’s business objectives.

III Standard Labor Terms

- Travel: Not billed unless specified in contract.
- Standard: All billing in 1/2 hour increments unless otherwise specified
- Critical Priority: 2.0 x rate, 2 hour minimum billing
- High Priority: 1.5x rate, 2 hour minimum billing
- Overtime: 1.5 x rate, 1 hour minimum billing
- Weekend: 1.5 x rate, 2 hour minimum billing
- Holiday 2.0 x rate, 4 hour minimum billing



Coverage

Standard: 8:00am to 5:00pm Monday through Friday PST

Overtime: Monday through Friday 5:00pm to 8:00am the following day

Weekend: Friday 5:00pm to 8:00am Monday

Holiday: 5:00pm prior day to Holiday to 8:00am the day after the holiday

Holidays

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day.

A fee of \$250 will be assessed for client cancellation of dispatched engineer, or client not being ready.

IV Billing Information

GigaKOM will invoice labor against the contract based on contract term or on a weekly basis. Failure to pay invoices may lead to delays or suspension of GigaKOM services.

Hours used against a contact will be tracked by GigaKOM and will be available to client upon request. In certain instances, GigaKOM may exceed the contracted hours in the delivery of service. GigaKOM will invoice any additional hours at standard rate and will provide notice to the client when overages occur. Once identified, GigaKOM will work with client to establish a change order or new contract for continuing services.

Standard Rates:

Labor Rate:

LEVEL	RATE
Network Architect onsite work	\$225.00
Network Architect remote work	\$225.00
Sr. Network Engineer onsite work	\$210.00
Sr. Network Engineer remote work	\$185.00
Network Engineer onsite work	\$200.00
Network Engineer remote work	\$150.00
Network Technician onsite work	\$100.00
Network Technician remote work	\$85.00



V Responsibilities and Assumptions

- Client to provide access to systems and facilities to facilitate work.
- Client to provide GigaKOM with access to all equipment covered under this agreement. If such access is not provided, GigaKOM will have reduced or limited ability to address problems and provide resolution.
- Client to provide necessary user names and passwords where applicable.
- Client will identify at least one person to work with GigaKOM throughout the service request. This person will communicate with GigaKOM and provide information on a timely basis.
- For critical and high priority issues, client will provide an escalation / alternate contact to issue timely communications and resources.
- For critical priority issues, client is committed to working with GigaKOM on a 24-hour basis, if required, through problem resolution.
- Client is responsible for providing a contact who is knowledgeable to the technical aspects of the problem.
- Client to provide GigaKOM with a list of key personnel and contact information including after hours and escalations / approvals.
- Client is responsible for having vendor / manufacture service support agreements necessary to maintain, trouble shoot and repair hardware and software issues.
- Client will provide service provider account numbers, circuit ids, contacts and contract information where necessary to facilitate service delivery or resolution.
- Client to provide a list of all contract service agreements, contact names, contact numbers and contract numbers for all service agreements to be managed by GigaKOM.
- Client to provide any additional information required by GigaKOM.
- Client to provide all necessary supplies and accessories, attachments or other devices incidental to the service.
- Client is responsible for data, backups and / or migrations of data. GigaKOM is NOT responsible for the loss of client data during remediation or migration processes.
- Client is responsible for all necessary permits, licenses or authorities necessary for the provisioning of services.
- Client will be responsible for additional materials, equipment, or loaner materials costs necessary to facilitate problem resolution.
- GigaKOM engineers obey all traffic, travel, and safety regulations.

GigaKOM shall not be responsible for service or Service Level Agreement degradation delays due to the lack of client compliance with the above items.



8 Universal Service Program Restrictions and Invoicing

The Universal Service program has a number of restrictions on the use of the funds in order to collect discounts. The following restrictions are required for the district to receive the discounts on these services.

- Services and / or products will be limited to only those dealing with technical support of telecommunications and internal connections as specified in the latest version of FCC Document CC Docket No. 96—45 Schools and Libraries Eligibility List. Or the latest rules posted on the SLD web site (<http://www.sl.universalservice.org>). Any services and / or products not covered on the eligibility list must be covered under a separate contract and invoice.
- The services and / or products for which support is sought must be the delivery of services to the classrooms or other places of instruction at schools and libraries that meet the statutory definition of an eligible institution. Discounts are not available for internal connections in non-instructional buildings of a school or school district, or in administrative buildings of a library, to the extent that a library system has separate administrative buildings, unless those internal connections are essential for the effective transport of information to an instructional building of a school or to a non-administrative building of a library. 47 C.F.R. § 54.506
- All services / products must be performed / supplied during the respective E-Rate funding year.
- GigaKOM is experienced, competent and complies with all USAC and SLD policies, programs and requirements for invoicing and billing.

9 Special Notes and Conditions

Unless otherwise specified within the client bid or RFP, all implementations are based on a single deployment and installation. Additionally, it is assumed that all work and facilities will be done and available during normal working hours. Should multiple deployments be required, or sites and facilities not be available, additional fees may be applied.

GENERAL EXCLUSIONS

- Unless identified previously within the scope of work, this proposal is not inclusive of fire penetration sleeves, conduit, concrete cores and/or roof penetrations. If required for installation, additional charges will apply.
- Unless identified previously within the scope of work, GigaKOM will install racks in specified locations and in the appropriate manner. Additional charges will apply if the location is not structurally compliant with the installation requested and facilities work is needed.
- Unless identified previously within the scope of work, all existing conduit is expected to be free and clear of debris with an appropriate pull string provided. Additional charges will apply for debris removal or the fishing of conduit.
- Unless identified previously within the scope of work, this proposal is not inclusive of the removal and replacement of furniture during the installation, additional charges will apply, if necessary.
- Unless identified previously within the scope of work, this proposal is based upon normal working hours and does not include weekend or overtime. If weekend or overtime hours are required for this project, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is not inclusive of a Lift rental. If a Lift is required, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is not inclusive of additional labor time required for clean room environments. If clean room environments require special clothing, cleaning of tools, etc, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is not inclusive of installing horizontal cable in a "sequential-by-building" fashion. If a "sequential-by-building" installation is required, this must be identified prior to cable installation and will require additional charges.



- Unless identified previously within the scope of work, this proposal is not inclusive of any voice or data cross-connects and/or patch cord installation. If cross-connects and/or patch cords are to be installed by GigaKOM, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is not inclusive of any and all plywood backboards within each closet. If plywood backboards are required, additional charges will apply.
- Unless identified previously within the scope of work, cost associated with parking is not included within this proposal. If parking fees are required during the installation, additional charges will apply.
- Unless identified previously within the scope of work, cost associated with securing material on site is not included within this proposal. If adequate secured storage is not able to be provided by the Client, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is based upon utilizing onsite trash receptacles for removal of trash debris. If trash receptacles are not made available, additional charges will apply.
- This proposal requires a minimum 2 weeks notice of installation for any and all modular furniture installed during this project. Additional charges may apply if notice of less than 2 weeks is provided.
- Unless identified previously within the scope of work, this proposal is based upon the Client providing all necessary Ring and String or Conduit necessary for each work station location. Additional charges will apply to each location requiring GigaKOM to provide ring and string or conduit.
- Unless identified previously within the scope of work, this proposal is not inclusive of GigaKOM providing temporary power or sanitary facilities. Additional charges will apply if required.
- Unless identified previously within the scope of work, this proposal is not inclusive of removing any and all existing cable or cable supports. Additional charges will apply if required.
- Telephone Vendor will be responsible for labeling any and all patch panels related to voice circuit extensions. GigaKOM will provide said Telephone Vendor with a Cut-Sheet for each cable location.
- A 25% restock fee may be charged for all returned items. Special order items are non-returnable.
- GigaKOM has several blanket endorsements included in its insurance policies. If separate endorsements are required, additional charges may apply.
- Parking on site shall be provided by client at no cost to GigaKOM
- A \$250 fee may be billed to client for missed appointment, or site not ready for installation

GIGAKOM STANDARD TERMS AND CONDITIONS

GigaKOM, Inc., a California corporation ("Company"), is a reseller of certain third party enterprise infrastructure hardware and software equipment ("Equipment") and provides installation, integration, maintenance support and other services ("Services"). The terms and conditions set forth in this document ("Terms and Conditions") shall govern the purchase of any Equipment for, and the provision of Services to, customers of Company ("Customer") pursuant to an estimate or other price quote ("Estimate") generated by Company and approved by Customer.

Application and Interpretation of Terms and Conditions. These Terms and Conditions shall supplement the Estimate. If there is a conflict between the Estimate and these Terms and Conditions, the Estimate shall control. The provisions of the Estimate and these Terms and Conditions supersede any and all prior negotiations proposed agreements and agreements, whether written or unwritten, between Customer and Company. No subsequent change in, addition to, or waiver of, these Terms and Conditions or the Estimate shall be binding on Company unless approved in writing by an authorized representative of Company.

Risk of Loss or Damage to Equipment. Company shall assume the risk of loss of, or damage to Equipment purchased under an Estimate until a carrier has received the shipment pursuant to a bill of lading (f.o.b. shipping point), at which time Customer assumes all risk of loss or damage to the Equipment. Equipment may not be returned except in accordance with the Equipment warranty. If Company, in its discretion, agrees to return Equipment not subject to a warranty claim, Customer shall be responsible for all costs of return.

Inspection and Acceptance of Equipment. Inspection and acceptance of Equipment shall be performed by Customer upon delivery to Customer. If Customer fails to object in writing to any item of Equipment at delivery, Customer shall be deemed to have accepted delivery of all such items.

Payment Terms. Payment shall be due as described in the Estimate and Invoice. Prices shown in the Estimate may not include all sales or other taxes imposed on the sale of goods and services. Taxes now or here after imposed upon sales or services shall be added to the price set forth in the Estimate. Customer agrees to reimburse Company for any such tax or provide Company with acceptable evidence of tax exemption.

Late Payment Charges. If Customer fails to make any payment when due, Company may upon written notice to Customer: (a) delay delivery of any Equipment or suspend the performance of Services until such terms are met; and/or (b) cancel any order for Equipment then outstanding and receive reimbursement for cancellation; and/or (c) pursue any other remedies available at law or equity. Company may charge and Customer agrees to pay a finance charge of 1-1/2% per month on the unpaid balance of overdue amounts or the maximum allowable by law, whichever is less. Company shall have no liability whatsoever to the Customer for any costs or damages as a result of such termination or suspension caused by any failure by Customer to make payment when due.

Changes to Scope of Services. Unless otherwise stated in the Estimate, the price set forth in the Estimate is a good faith estimate based on the information received through the date of the Estimate and may change based on updated



information. Any price changes shall be communicated to Customer through a revised Estimate. If Company provides Customer a revised Estimate which Customer disapproves, then Company may terminate Services with respect to the original Estimate. If the Services are terminated, Client shall remain obligated to pay Provider for Services actually rendered and Equipment purchased. Changes requested by Customer to the scope of work set forth in an Estimate must be communicated in writing to Company and Company will then have the right to charge for additional services at Company's then current rates. For each change order, a new Estimate will be generated by Company and approved by Customer.

Equipment Warranty. Company warrants that the Equipment shall be free from defects in materials and workmanship for 90 days from the date the Equipment is delivered. The foregoing warranty shall not apply to any Equipment which is not stored, handled, installed or used by persons other than Company personnel in strict accordance with manufacturer or Company specifications and instruction manuals, or which is altered without Company's express consent, or which has been subject to misuse, negligence or accident. Company's sole obligation shall be to replace or repair defective Equipment covered by this warranty provided that Customer notifies Company of such defect in writing within the 90 day warranty period set forth above. Customer hereby agrees that the replacement or repair of defective Equipment shall be Customer's sole remedy in the event of a breach of warranty and shall be in lieu of any other remedy. Except as expressly set forth in this Paragraph, Company makes no warranties relating to the Equipment, whether express, implied or arising by operation of law (including, without limitation, the warranty of merchantability or fitness for a particular purpose).

Services Warranty. Company warrants that all Services shall be performed in a workmanlike manner and in conformance with generally accepted industry standards prevailing at the time the Services are performed. Any liability of Company with respect to the performance of Services under any Estimate or under any warranty, negligence, strict liability or other theory will be limited exclusively to product replacement so long as the replacement product provides substantially the same or better functionality as required by the Estimate; provided, however, if, in Company's opinion, replacement is inadequate as a remedy or impractical, to a refund of the fees paid to Company for the particular Services which do not conform to the warranty set forth in this Paragraph. Except as expressly set forth in this Paragraph, Company makes no warranties relating to the Services, whether express, implied or arising by operation of law (including, without limitation, the warranty of merchantability or fitness for a particular purpose).

Limitation of Liability. Customer waives any right of recovery against Company and shall not hold Company liable or responsible to Customer for any claims, demands, actions, liabilities, losses, costs or expenses (including, without limitation, attorneys' fees or costs) by or due to third parties ("Claims") suffered by Customer, directly or indirectly relating to or arising from the purchase or use of the Equipment or any Services provided by Company, except to the extent Company is adjudicated to be actively negligent in connection therewith. IN NO EVENT SHALL COMPANY BE LIABLE FOR COLLATERAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PROPERTY LOSS, PHYSICAL INJURY OR DEATH, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE EQUIPMENT PURCHASED AND/OR INSTALLED OR ANY OTHER SERVICE PROVIDED PURSUANT TO ANY ESTIMATE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, IN NO EVENT SHALL COMPANY BE LIABLE WITH RESPECT TO (A) ANY EQUIPMENT PURCHASED AND INSTALLED, FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO COMPANY FOR SUCH EQUIPMENT AND (B) WITH RESPECT TO ANY SERVICES, FOR ANY AMOUNTS IN EXCESS ACTUALLY PAID BY CUSTOMER TO COMPANY FOR SUCH SERVICES (AND WITH RESPECT TO ANY LIABILITY FOR ANNUAL MAINTENANCE SERVICES, COMPANY'S LIABILITY SHALL NOT EXCEED THE ANNUAL MAINTENANCE FEE ACTUALLY PAID TO COMPANY FOR THE YEAR IN WHICH SUCH LIABILITY AROSE).

Insurance and Bonding. Company shall maintain, at all relevant times, liability insurance coverage for bodily injury, death, and property damage in an amount no less than One Million Dollars (\$1,000,000.00). If required by Customer, Company shall furnish Customer, in a form satisfactory to Customer, full and duly executed Performance and Payment Bonds, underwritten by a surety or sureties satisfactory to the Customer, in the amount requested by Customer, provided that all costs of such bond(s) to be paid directly by Customer.

Ownership of Equipment/Liens. Company shall retain title to all Equipment delivered to Customer until final payment for same is received. Company may retrieve from the Customer's premises any Equipment delivered if payment has not been timely tendered. Company may file a lien within 90 days after furnishing Equipment or Services to Customer as long as preliminary lien notice is sent to Customer under the provisions of the Construction Lien Law of the state where services are rendered.

Force Majeure. Company shall not be liable for delays in delivery or failure of items to be available due to causes beyond its reasonable control, such as acts of God, acts or omissions of suppliers and manufacturers, acts or omissions of Civil and Military Authority, fires, strikes, floods, wars (whether declared or undeclared), or any other cause beyond its reasonable control.

Arbitration. All claims, disputes, and other matters in question arising out of, or relating to, the purchase of Equipment, the installation and/or maintenance of Equipment, any other services described in the Estimate or these Terms and Conditions (including whether such matter is arbitrable) (collectively, "Claims") shall be decided by arbitration in San Diego County before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, who shall also act as the arbitrator for such Claim. The award rendered by the arbitrator shall be final, and



judgment may be entered upon it in accordance with applicable California law. The costs of arbitration, including administrative fees, fees for a record and transcript, and the arbitrator's fees, shall be borne by the non-prevailing party (as determined by the arbitrator). Notice of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. The demand for arbitration shall be made no later than six (6) months after the circumstances which are the basis of the Claim have arisen.

Miscellaneous Provisions. These Terms and Conditions shall be governed by and construed according to the laws of California. If any provision of these Terms and Conditions is held invalid or unenforceable, it shall be so held to the minimum extent required by law and all other provisions shall remain valid and enforceable. The exercise of any remedy herein shall be without prejudice to any other right or remedy available to either party. No agency, employment agreement, joint venture, or partnership is created between the parties and neither party shall be deemed to be an agent of the other nor shall either party have the right, power or authority to act for the other in any manner or to create any obligations, contracts, or debts binding upon the other party. The failure of Company to insist on strict performances of any of the provisions contained herein shall in no way constitute a waiver by Company or any of the other provisions or subsequent default by Customer in the performance of or compliance with any of these Terms and Conditions set forth herein.

10 References

National School District, National City, CA

Justin Finch, IT Supervisor, (619) 336-7712, jfinch@nsd.us

- Designed and installation of a central data center at the district office.
- Equipment network upgrade LAN / WLAN District Wide for multiple refresh cycles
- Cabling infrastructure design, installation, modifications and support.
- Network maintenance including hardware warranties, equipment support over multiple years
- Contract value over last 2 years over \$500,000.00

Calexico Unified School District, Calexico, CA

Eduardo Perez, Director of IT, (760) 768-3888, eduardop@calexico.k12.ca.us

- Designed and installation of a central Data Center at the district office
- Server virtualization and domain services district wide
- Entire Network upgrade LAN / WLAN including over multiple refresh cycles
- Cabling infrastructure design, installation, modifications and support.
- Network maintenance including hardware warranties, equipment support over multiple years
- IP Video Surveillance design and Installation
- Contract value over last 2 years over \$400,000.00

Chula Vista Elementary School District, Chula Vista, CA

Ann-Marie Pering, Director Purchasing, (619) 425-9600 x1483, annmarie.pering@cvesd.org

- Entire Network LAN /WLAN upgrade including over multiple refresh cycles
- Cabling infrastructure design, installation, modifications and support.
- Network equipment and maintenance including hardware warranties, equipment support over multiple years
- Contract value over last 2 years over \$1,275,000.00

Arts in Action Charter, Los Angeles, CA

Stephanie Conde, Director, (323) 266-4371, stephaniec@artsinactioncharter.org

- Entire Network upgrade LAN / WLAN
- Cabling infrastructure design, installation, modifications and support
- Network maintenance including hardware warranties, equipment support over multiple years



- Contract value over last 2 years over \$75,000.00

Cypress School District, Cypress, CA

Teresa Lennox, Director IT, (714) 225-4882, tlennox@cypsd.k12.ca.us

- Network upgrade and warranty over multiple years
- Support and network maintenance contracts
- Contract value over last 2 years over \$375,000.00

Merced County Office of Education, Merced, CA

Dick Chai, Network Manager, (209) 381-6699, DChai@mcoe.org

- Network upgrade and warranty over multiple years County wide
- Support for multiple agencies
- Contract value over last 2 years over \$75,000.00

Aspire Schools, Oakland, CA

Hector Hernandez, IT Director, (323) 837-9920, hector.hernandez@aspirepublicschools.org

- Cabling infrastructure design, installation, modifications and support state wide locations
- Network upgrade LAN / WLAN
- Contract value over last 2 years over \$75,000.00

Orange Unified School District, Orange, CA

Tam Huyen, Director IT, (714) 628-4550 , tam.nguyen@orangeusd.org

- Network Equipment Refresh and Installation District Wide
- Contract value over last 2 years over \$75,000.00

Santa Maria Joint Union High School District, Santa Maria, CA

Lazaro Sanchez, IT Services, (805) 922-4573 , lsanchez@smjuhsd.org

- Network Equipment Refresh and Installation District Wide
- Contract value over last 2 years over \$275,000.00

Imperial County Office of Education , Imperial, CA

Luis Wong, CTO, (760) 312-6464, luis.wong@k12hsn.org

- Equipment network upgrade LAN / WLAN District Wide for multiple refresh cycles
- Cabling infrastructure design, installation, modifications and support
- Contract value over last 2 years over \$3,000,000.00



Dear Andrej Komatina,

On behalf of the National School District, we would like to take this opportunity to thank you and your entire staff for the excellent job you have done in providing support for our Cisco products through your CareKOM maintenance program and MonKOM network monitoring solution.

Your project managers and engineers have worked tirelessly to provide our students and staff with a solution that meets our immediate needs and will also grow with our future requirements. Your response times have been stellar and the GigaKOM team has always exhibited consistent, excellent customer service over the years. Greg Argendeli, Sasha Krstich and the rest of your team are extremely knowledgeable and always a pleasure to work with.

Thank you again for the professionalism and the expertise you have brought to our district, staff and students. You have proved to be a valuable partner to the National School District and we look forward to many more successful years in partnership.

Sincerely,

Joe Ferris

NSD Technology Services Supervisor



The Calexico Unified School District would like to thank you for the service you provided on the Aerohive Access Points project. The district-wide project was successful and completed within a timely manner. GIGAKOM was responsive throughout the project. Employees were always extremely professional in their communications with the district.

GIGAKOM has done a very good job and I would be happy to recommend your services to other organizations.

**Thank you,
Eduardo Perez**




GigaKOM was an excellent company to team up with, our school district had a strict requirement for e-rate purchases. GigaKOM's sales team understood our needs and went above and beyond to acquire our core equipment. GigaKom's install team composed of Chi and Sasha was greatly balanced. Their work was energizing and they were extremely motivated, personally committed to the job. During their three-day stint at SMJUHS they worked long hours and made strides every day. Working with their team was an optimal experience, their dedication and promptness was refreshing. They were very knowledgeable in their field and able to conform to our needs. Thank you guys!

Thanks,

Lazaro Sanchez
Computer Network Tech II

11 Compliance Documents

- Business License
- Contractor's License
- Summary of Insurance
- Small Business Certification
- CMAS Contracts -details at <http://bit.ly/gkomCMAS>
- FCC Green Light Status
- SPAC 2020
- PWC Registration

 <p>CITY OF CHULA VISTA</p>	<p>FINANCE DEPARTMENT 276 Fourth Avenue Chula Vista CA 91910 (619) 585-5624</p> <p>BUSINESS LICENSE</p>	<p>2022</p>
<p>The person, firm, entity or corporation named below is granted this license pursuant to the provisions of the City's Business Tax and Zoning Ordinances to engage in, carry on or conduct the business, trade, calling, profession, exhibition, or occupation described below, in the City of Chula Vista, California, for the period indicated. This license does not constitute a guarantee or endorsement by the City, nor shall this license be constructed to authorize the conduct or continuance of any business in conflict with any regulation of the Chula Vista Municipal Code. If there is a change of LOCATION, USE or OWNERSHIP for this business, the owner MUST contact the Finance Department at (619) 585-5624.</p>		
<p>GIGAKOM ANDRE KOMATINA 3615 KEARNY VILLA RD STE 201 SAN DIEGO, CA 92123</p>	<p>Business License Number: 052156 Business Classification: Contractor - Specialty Tax Paid: \$117.50</p>	
<p>NOT TRANSFERABLE</p>	<p>Effective Date: January 1, 2022 Expiration Date: December 31, 2022</p>	

[Home](#) | [Online Services](#) | License Details

Contractor's License Detail for License # 910431

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Business Information

GIGAKOM
9245 ACTIVITY ROAD STE 105
SAN DIEGO, CA 92126
Business Phone Number:(858) 769-5408

Entity Corporation
Issue Date 02/08/2008
Expire Date **02/29/2024**

License Status

This license is current and active.

All information below should be reviewed.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ALLIANT INSURANCE SERVICES INC/PHS 72165781 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 FAX (A/C, No, Ext): (A/C, No): E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: right; border: none;">NAIC#</td> </tr> <tr> <td style="border: none;">INSURER A : Sentinel Insurance Company Ltd.</td> <td style="text-align: right; border: none;">11000</td> </tr> <tr> <td style="border: none;">INSURER B : Twin City Fire Insurance Company</td> <td style="text-align: right; border: none;">29459</td> </tr> <tr> <td style="border: none;">INSURER C : Hartford Accident and Indemnity Company</td> <td style="text-align: right; border: none;">22357</td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A : Sentinel Insurance Company Ltd.	11000	INSURER B : Twin City Fire Insurance Company	29459	INSURER C : Hartford Accident and Indemnity Company	22357	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC#														
INSURER A : Sentinel Insurance Company Ltd.	11000														
INSURER B : Twin City Fire Insurance Company	29459														
INSURER C : Hartford Accident and Indemnity Company	22357														
INSURER D :															
INSURER E :															
INSURER F :															
INSURED GIGAKOM, INC. 9245 ACTIVITY RD STE 105 SAN DIEGO CA 92126-4442															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS			
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability			72 SBA TU1636	04/01/2022	04/01/2023	EACH OCCURRENCE \$2,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input checked="" type="checkbox"/> LOC							MED EXP (Any one person) \$10,000
	OTHER:									PERSONAL & ADV INJURY \$2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			72 UEC PR7112	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000			
									BODILY INJURY (Per person)	
									BODILY INJURY (Per accident)	
									PROPERTY DAMAGE (Per accident)	
B	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$			72 WEC TR0476	04/01/2022	04/01/2023	EACH OCCURRENCE			
									AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000			
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Those usual to the Insured's Operations.									
	CERTIFICATE HOLDER For Informational Purposes 9245 ACTIVITY RD STE 105 SAN DIEGO CA 92126-4442									
	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan L. Castaneda</i>									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER For Informational Purposes 9245 ACTIVITY RD STE 105 SAN DIEGO CA 92126-4442	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan L. Castaneda</i>
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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Certification Profile

State of California Certification

Certification ID : 40936

Legal Business Name GIGAKOM	Address 3615 Kearny Villa Road Suite 201 SAN DIEGO CA 92123
Doing Business As (DBA) Name1 GIGAKOM	
Doing Business As (DBA) Name2	Email: govplace@gigakom.com
Office Phone Number 858/769-5408	Total Number of Employees 12
Business Fax Number 858/769-5408	Business Types Construction , Service
Business Web Address	

Service Areas
Alameda , Alpine , Amador , Butte , Calaveras , Colusa , Contra Costa , Del Norte , El Dorado , Fresno , Glenn , Humboldt , Imperial , Inyo , Kern , Kings , Lake , Lassen , Los Angeles , Madera , Marin , Mariposa , Mendocino , Merced , Modoc , Mono , Monterey , Napa , Nevada , Orange , Placer , Plumas , Riverside , Sacramento , San Benito , San Bernardino , San Diego , San Francisco , San Joaquin , San Luis Obispo , San Mateo , Santa Barbara , Santa Clara , Santa Cruz , Shasta , Sierra , Siskiyou , Solano , Sonoma , Stanislaus , Sutter , Tehama , Trinity , Tulare , Tuolumne , Ventura , Yolo , Yuba

Active Certifications

Certification Type	Status	From	To
SB	Approved	06/16/2020	06/30/2022

Active Certifications

Certification Type	Status	From	To
SB(Micro)	Approved	06/02/2022	06/30/2024

The screenshot shows a web browser window with the URL <https://apps.fcc.gov/rls>. The page title is "Red Light Display System". The user is logged in as "GigaKOM (FRN: 0011991395)". The main content area displays the "Current Status of FRN 0011991395" as of 10/23/2013 2:43 PM. The status is "Green", indicating no delinquent bills. A detailed message explains that the system checks for outstanding delinquent non-tax debts and is updated daily at 7 a.m. ET. At the bottom, there is a "Customer Service" section with links for "Red Light Help", "FCC Debt Collection", "FCC Fees", and "Web Policies / Privacy Policy". It also provides the "Red Light Display System Help Line" as (877) 480-3201, option 4, 4; TTY (202) 414-1255 (Mon.-Fri. 8 a.m.-6:00 p.m. ET) and contact information for email and fax.

10/23/2013 2:43 PM **Current Status of FRN 0011991395**

STATUS: Green

You have no delinquent bills which would restrict you from doing business with the FCC.

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts owed to the Commission by any FRN associated with the requestor's TIN. The Red Light Display System was last updated on 10/23/2013 at 6:39 AM; it is updated once each business day at about 7 a.m., ET.

Customer Service

Red Light Help	FCC Debt Collection	FCC Fees	Web Policies / Privacy Policy
--------------------------------	-------------------------------------	--------------------------	---

Red Light Display System Help Line: (877) 480-3201, option 4, 4; TTY (202) 414-1255 (Mon.-Fri. 8 a.m.-6:00 p.m. ET)

Red Light Display System has a dedicated staff of customer service representatives standing by to answer your questions or concerns. You can email us at inquiries@fcc.gov or fax us at (202) 418-7869.



Detail:

Registration Number: 1000003984
Status: Active
CSLB Number: 910431
Legal Entity Type: Corporation
Mailing Address: 4364 BONITA RD, #494
BONITA
CA 91902
County: San Diego
Craft: Consultant
Email: ak@gigakom.com

Registration History

Effective Date	Expiration Date
7/19/2022	6/30/2025
7/1/2019	6/30/2022
6/28/2018	6/30/2019
6/7/2017	6/30/2018
6/1/2016	6/30/2017
7/10/2015	6/30/2016
12/16/2014	6/30/2015

DBA

Name



12 Pricing and Data Sheets

THIS SECTION IS PROPRIETARY AND CONFIDENTIAL

- Pricing is based on volume pricing and any changes may result in price change and additional shipping charges
 - Project performance and payment bond might not be included in the price, if requested they will be added as a line item on the total awarded amount
 - GigaKOM recommends at least 10% contingency for project for any unforeseen add, move and changes
 - GigaKOM recommends at least 25% contingency for possible China tariff charges and COVID delays
 - Sales Tax is estimated amount at the time of this proposal, actual sales tax will be calculated upon order execution
 - Eligible Products/ Services: GigaKOM is not an erate consultant for eligibility please verify with your consultant or with USAC
 - Products provided are original products
- Due to size GigaKOM is providing link to Product Specifications:



9245 Activity Road, Ste 105
San Diego, CA 92126

QUOTE

Customer River Delta Joint
Unified SD

Date 12/14/2022
Quote # E2023 - H2312FB

School Site	Product SKU #	Mftr	Product Description	E Rate Eligible	Qty	Price	Extended	Tax Amount	Total	
BATES ELEM	MR44-HW	Meraki	Meraki MR44 WiFi 6 Indoor AP	y	13	\$732.13	\$ 9,517.69	\$773.79	\$ 10,291.48	
BATES ELEM	LIC-ENT-5YR	Meraki	Meraki MR Enterprise License, 5YR	y	13	\$253.05	\$ 3,289.65	\$0.00	\$ 3,289.65	
<p style="text-align: center;">This quote includes installation and initial configuration of the following:</p> <p style="text-align: center;">(13) Interior Access Point(s) installed up to 12' in height</p>										
BATES ELEM	Installation & Configuration	GigaKOM		y	1	\$845.97	\$ 845.97	\$0.00	\$ 845.97	
CLARKSBURG MIDDLE & DELTA HIGH	MR44-HW	Meraki	Meraki MR44 WiFi 6 Indoor AP	y	29	\$732.13	\$ 21,231.77	\$1,726.14	\$ 22,957.91	
CLARKSBURG MIDDLE & DELTA HIGH	LIC-ENT-5YR	Meraki	Meraki MR Enterprise License, 5YR	y	29	\$253.05	\$ 7,338.45	\$0.00	\$ 7,338.45	
<p style="text-align: center;">This quote includes installation and initial configuration of the following:</p> <p style="text-align: center;">(29) Interior Access Point(s) installed up to 12' in height</p>										
CLARKSBURG MIDDLE & DELTA HIGH	Installation & Configuration	GigaKOM		y	1	\$1,757.80	\$ 1,757.80	\$0.00	\$ 1,757.80	



9245 Activity Road, Ste 105
San Diego, CA 92126

QUOTE

Customer River Delta Joint
Unified SD

Date 12/14/2022
Quote # E2023 - H2312FB

School Site	Product SKU #	Mftr	Product Description	E Rate Eligible	Qty	Price	Extended	Tax Amount	Total
D H WHITE & WIND RIVER ADULT ED	MR44-HW	Meraki	Meraki MR44 WiFi 6 Indoor AP	y	13	\$732.13	\$ 9,517.69	\$773.79	\$ 10,291.48
D H WHITE & WIND RIVER ADULT ED	MR46-HW	Meraki	Meraki MR46 WiFi 6 Indoor AP	y	2	\$898.27	\$ 1,796.54	\$146.06	\$ 1,942.60
D H WHITE & WIND RIVER ADULT ED	LIC-ENT-5YR	Meraki	Meraki MR Enterprise License, 5YR	y	15	\$253.05	\$ 3,795.75	\$0.00	\$ 3,795.75
<p style="text-align: center;">This quote includes installation and initial configuration of the following:</p> <p style="text-align: center;">(13) Interior Access Point(s) installed up to 12' in height</p> <p style="text-align: center;">(2) Interior Access Point(s) installed up to 12' in height</p>									
D H WHITE & WIND RIVER ADULT ED	Installation & Configuration	GigaKOM		y	1	\$0.00	\$ -	\$0.00	\$ -



9245 Activity Road, Ste 105
San Diego, CA 92126

QUOTE

Customer River Delta Joint
Unified SD

Date 12/14/2022
Quote # E2023 - H2312FB

School Site	Product SKU #	Mftr	Product Description	E Rate Eligible	Qty	Price	Extended	Tax Amount	Total
ISLETON ELEM	MR44-HW	Meraki	Meraki MR44 WiFi 6 Indoor AP	y	7	\$732.13	\$ 5,124.91	\$416.66	\$ 5,541.57
ISLETON ELEM	MR46-HW	Meraki	Meraki MR46 WiFi 6 Indoor AP	y	1	\$898.27	\$ 898.27	\$73.03	\$ 971.30
ISLETON ELEM	LIC-ENT-5YR	Meraki	Meraki MR Enterprise License, 5YR	y	8	\$253.05	\$ 2,024.40	\$0.00	\$ 2,024.40

This quote includes installation and initial configuration of the following:

- (7) Interior Access Point(s) installed up to 12' in height
- (1) Interior Access Point(s) installed up to 12' in height

ISLETON ELEM	Installation & Configuration	GigaKOM		y	1	\$0.00	\$ -	\$0.00	\$ -
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MOKELUMNE HIGH & RIVER DELTA COMMUNITY DAY	MR44-HW	Meraki	Meraki MR44 WiFi 6 Indoor AP	y	3	\$732.13	\$ 2,196.39	\$178.57	\$ 2,374.96
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9245 Activity Road, Ste 105
San Diego, CA 92126

QUOTE

Customer River Delta Joint
Unified SD

Date 12/14/2022
Quote # E2023 - H2312FB

School Site	Product SKU #	Mftr	Product Description	E Rate Eligible	Qty	Price	Extended	Tax Amount	Total
MOKELUMNE HIGH & RIVER DELTA COMMUNITY DAY	LIC-ENT-5YR	Meraki	Meraki MR Enterprise License, 5YR	y	3	\$253.05	\$ 759.15	\$0.00	\$ 759.15
This quote includes installation and initial configuration of the following:									
MOKELUMNE HIGH & RIVER DELTA COMMUNITY DAY	Installation & Configuration	GigaKOM	(3) Interior Access Point(s) installed up to 12' in height	y	1	\$0.00	\$ -	\$0.00	\$ -
RIO VISTA HIGH	MR44-HW	Meraki	Meraki MR44 WiFi 6 Indoor AP	y	16	\$732.13	\$ 11,714.08	\$952.35	\$ 12,666.43
RIO VISTA HIGH	MR46-HW	Meraki	Meraki MR46 WiFi 6 Indoor AP	y	6	\$898.27	\$ 5,389.62	\$438.18	\$ 5,827.80
RIO VISTA HIGH	LIC-ENT-5YR	Meraki	Meraki MR Enterprise License, 5YR	y	22	\$253.05	\$ 5,567.10	\$0.00	\$ 5,567.10



9245 Activity Road, Ste 105
San Diego, CA 92126

QUOTE

Customer River Delta Joint
Unified SD

Date 12/14/2022
Quote # E2023 - H2312FB

School Site	Product SKU #	Mftr	Product Description	E Rate Eligible	Qty	Price	Extended	Tax Amount	Total
<p>This quote includes installation and initial configuration of the following:</p> <p>(16) Interior Access Point(s) installed up to 12' in height</p> <p>(6) Interior Access Point(s) installed up to 12' in height</p>									
RIO VISTA HIGH	Installation & Configuration	GigaKOM		y	1	\$0.00	\$ -	\$0.00	\$ -
<p>RIVERVIEW MIDDLE - RIVER DELTA HIGH - INDEPENDANT STUDY</p>									
	MR44-HW	Meraki	Meraki MR44 WiFi 6 Indoor AP	y	11	\$732.13	\$ 8,053.43	\$654.74	\$ 8,708.17
<p>RIVERVIEW MIDDLE - RIVER DELTA HIGH - INDEPENDANT STUDY</p>									
	MR46-HW	Meraki	Meraki MR46 WiFi 6 Indoor AP	y	3	\$898.27	\$ 2,694.81	\$219.09	\$ 2,913.90



9245 Activity Road, Ste 105
San Diego, CA 92126

QUOTE

Customer River Delta Joint
Unified SD

Date 12/14/2022
Quote # E2023 - H2312FB

School Site	Product SKU #	Mftr	Product Description	E Rate Eligible	Qty	Price	Extended	Tax Amount	Total
RIVERVIEW MIDDLE - RIVER DELTA HIGH - INDEPENDANT STUDY	LIC-ENT-5YR	Meraki	Meraki MR Enterprise License, 5YR	y	14	\$253.05	\$ 3,542.70	\$0.00	\$ 3,542.70
<p>This quote includes installation and initial configuration of the following:</p> <p>(11) Interior Access Point(s) installed up to 12' in height</p>									
RIVERVIEW MIDDLE - RIVER DELTA HIGH - INDEPENDANT STUDY	Installation & Configuration	GigaKOM	(3) Interior Access Point(s) installed up to 12' in height	y	1	\$0.00	\$ -	\$0.00	\$ -
WALNUT GROVE ELEM	MR44-HW	Meraki	Meraki MR44 WiFi 6 Indoor AP	y	12	\$732.13	\$ 8,785.56	\$714.27	\$ 9,499.83
WALNUT GROVE ELEM	LIC-ENT-5YR	Meraki	Meraki MR Enterprise License, 5YR	y	12	\$253.05	\$ 3,036.60	\$0.00	\$ 3,036.60



9245 Activity Road, Ste 105
San Diego, CA 92126

QUOTE

Customer River Delta Joint
Unified SD

Date 12/14/2022
Quote # E2023 - H2312FB

School Site	Product SKU #	Mftr	Product Description	E Rate Eligible	Qty	Price	Extended	Tax Amount	Total
This quote includes installation and initial configuration of the following: (12) Interior Access Point(s) installed up to 12' in height									
WALNUT GROVE ELEM	Installation & Configuration	GigaKOM		y	1	\$0.00	\$ -	\$0.00	\$ -
WALNUT GROVE ELEM	MR44-HW	Meraki	Meraki MR44 WiFi 6 Indoor AP	y	6	\$732.13	\$ 4,392.78	\$357.13	\$ 4,749.91
WALNUT GROVE ELEM	LIC-ENT-5YR	Meraki	Meraki MR Enterprise License, 5YR	y	6	\$253.05	\$ 1,518.30	\$0.00	\$ 1,518.30
This quote includes installation and initial configuration of the following: (6) Interior Access Point(s) installed up to 12' in height									
WALNUT GROVE ELEM	Installation & Configuration	GigaKOM		y	1	\$485.75	\$ 485.75	\$0.00	\$ 485.75
Line Items Total							\$125,275.16	\$7,423.79	\$132,698.95
Shipping (as applicable)									\$2.00



9245 Activity Road, Ste 105
San Diego, CA 92126

QUOTE

Customer River Delta Joint
Unified SD

Date 12/14/2022
Quote # E2023 - H2312FB

School Site	Product SKU #	Mftr	Product Description	E Rate Eligible	Qty	Price	Extended	Tax Amount	Total
Grand Total									\$132,700.95

THANK YOU FOR YOUR BUSINESS

GigaKOM Business Information

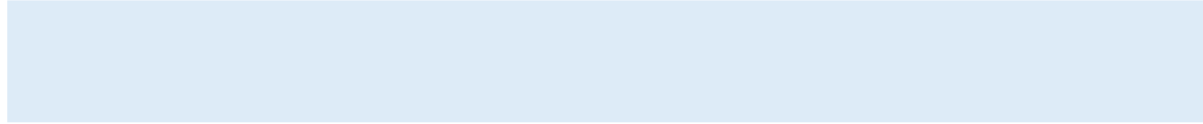
SPIN: 143027209, FCC # 0011991395, Certified Small Business – Micro # 40936,DIR Registration: 1000003984

GigaKOM Job Site Terms & Conditions

1. All areas of Hand holes/ maintenance holes and conduit pathways must be provided and accessible at time of work
2. Work shall be performed during normal business hours unless specified in the contact SOW. Additional charges for after hour / holiday work mig
3. Parking on site shall be provided by client at no cost to GigaKOM
4. Client will provide free and clear access to all working areas
5. An onsite contact and access must be provided to GigaKOM prior to job site arrival
6. Any down time resulting from the lack of access or client required information, equipment is not the responsibly of GigaKOM and is billable
7. A \$250 fee will be billed to client for missed appointment, or site not ready for installation. Also \$150 will be billed for additional dispatch

GigaKOM Billing and SLA Terms & Conditions

1. Any work not included in this estimate will be billed as time and material, including any additional labor outside of services specified above, consulting, etc. please refer to gigakom terms and conditions, billing and sla for rates: please work with you account manager on changes.
2. The price set forth above is a good faith estimate based on the information received through the date of this estimate and may change based on updated information. Any price changes shall be communicated to customer through a revised estimate. This estimate is valid for 30 days from the day of issue. **GigaKOM WILL BILL IN PROGRESS INVOICES. HARDWARE AND SOFTWARE WILL BE BILLED UPON ARRIVAL** on customer site or at GigaKOM whichever occurs first. Additional training or Professional Services can be provided at our standard rates.
3. Shipping charged may apply to all orders. Shipping Charges are estimates and will be billed at actual amount if higher.
4. Payment Details Past due amounts subject to finance charges* Customer shall reimburse all costs incurred in collecting past due amounts*
*See GigaKOM Standard Terms and Conditions.
5. For Clients that utilize USAC SLD funding, GigaKOM will, based on agreement, invoice SLD for discounted portion. In case SLD denies payment or SLD does not pay within 90 days, Client will be responsible for full amount.



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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: X

From: Tammy Busch, Asst. Supt. Business

Item Number: 19

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

SUBJECT:

Request to Approve the GASB 75 OPEB Actuarial Report for FY 2021-2022

BACKGROUND:

River Delta Unified has an Other Post-Employment Benefits (OPEB) Trust which is administered by Public Agency Retirement Services (PARS). GASB 75 requires Actuarial Reports for the district's OPEB Plan to be reported to the Governing Board on an annual basis. Every other year a full actuarial valuation is necessary. For the years that the District does not receive a full actuarial valuation the District will be required to obtain a roll forward valuation from the actuary.

The annual report includes updates to the plan's assets. The purpose of the valuation is to determine the plan's financial status.

STATUS:

This GASB 75 reports is a full actuarial valuation from the actuary firm of Nicolay Consulting as of June 30, 2022.

Our current funding methodology is to contribute 1% of monthly payroll to the Trust with the option an additional ad hoc payment. River Delta participates in a 'pay-as-you-go' method, much like most of the districts in Sacramento County.

Currently in our collective bargaining agreement, a retiree who had been employed by the district for a minimum of ten years and is between the ages of 55 and 65, are entitled to a \$400 a month for the purchase of health, dental, and life insurance.

PRESENTER:

Tammy Busch, Asst. Supt. of Business

OTHER PEOPLE WHO MIGHT BE PRESENT: N/A

COST AND FUNDING SOURCES:

Unrestricted General Fund

RECOMMENDATION:

That the Board approves the GASB 75 report as submitted.

Time allocated: 5 minutes

**River Delta Unified School District
OPEB Plan**

**Governmental Accounting Standards Board
(GASB) Statement 75**

Actuarial Valuation Date: June 30, 2021

Measurement Date: June 30, 2021

Fiscal Year End: June 30, 2022

February 16, 2023



February 16, 2023

OPEB CONSULTANTS AND ACTUARIES
231 SANSOME STREET, SUITE 300
SAN FRANCISCO, CALIFORNIA 94104
TEL: 415-512-5300
FAX: 415-512-5314

Tammy Bush
Assistant Superintendent of Bussiness Services
River Delta Unified School District
445 Montezuma Street
Rio Vista, CA 94571

Re: River Delta Unified School District GASB 75 Report for FYE June 30, 2022

Dear Ms. Bush,

River Delta Unified School District (the "District") has retained Nicolay Consulting Group to complete this valuation of the District's postemployment medical program (the "Plan") as of June 30, 2021 measurement date compliant under Governmental Accounting Standards Board (GASB) Statement 75.

The purpose of this valuation is to determine the value of the expected postretirement benefits for current and future retirees and the Net OPEB Liability and OPEB Benefit Cost for the fiscal year ending June 30, 2022. The amounts reported herein are not necessarily appropriate for use for a different fiscal year without adjustment.

Based on the foregoing, the cost results and actuarial exhibits presented in this report were determined on a consistent and objective basis in accordance with applicable Actuarial Standards of Practice and generally accepted actuarial procedures. We believe they fully and fairly disclose the actuarial position of the Plan based on the plan provisions, employee and plan cost data submitted.

The actuarial calculations were completed under the supervision of Sue Simon and Earlene Young. They are members of the American Academy of Actuaries who meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein. To the best of our knowledge, the information supplied in the actuarial valuation is complete and accurate. In our opinion, assumptions as approved by the plan sponsor are reasonably related to the experience of and expectations for the Plan.

We would be pleased to answer any questions on the material contained in this report or to provide explanation or further detail as may be appropriate.

Respectfully submitted,

NICOLAY CONSULTING GROUP



Earlene L Young EA, FCA, MAAA
Senior Actuary



Sue Simon ASA, MAAA, EA, FCA
Vice President & Senior Actuary

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Section I Management Summary

A) Highlights

Summary of Key Valuation Results

	2021	2020
Disclosure elements as of measurement period ending June 30:		
<u>Present Value of Future Benefits:</u>		
Active	\$15,076,630	\$8,245,464
Retiree	<u>2,567,894</u>	<u>1,467,338</u>
Total	\$17,644,524	\$9,712,802
<u>Actuarial Accrued Liability or Total OPEB Liability (TOL)</u>		
Active	\$7,466,925	\$5,620,851
Retiree	<u>2,567,894</u>	<u>1,467,338</u>
Total	\$10,034,819	\$7,088,189
Plan Fiduciary Net Position (i.e. Fair Value of Assets)	<u>1,185,524</u>	<u>872,115</u>
Net OPEB Liability (NOL)	\$8,849,295	\$6,216,074
Plan Fiduciary Net Position as a percentage of the TOL	12%	12%
Aggregate OPEB Expense (Exhibit 4)	\$868,214	\$636,468
Covered Payroll	N/A	\$12,290,696
Schedule of contributions for measurement period ending June 30:		
Actuarially determined contributions (Exhibit 7)	\$821,257	\$752,809
Actual contributions ⁽¹⁾	<u>237,823</u>	<u>230,273</u>
Contribution deficiency/(excess)	\$583,434	\$522,536
Employer's Share of Benefit Payments	\$158,044	\$156,022
Demographic data for measurement period ending June 30⁽²⁾:		
Number of active members	231	251
Number of retired members and beneficiaries	61	59
Inactive Participants with deferred benefits	<u>0</u>	<u>0</u>
Total Participants	292	310
Key assumptions as of the Measurement Date:		
Discount rate	3.96%	6.85%
Expected Net Investment Return on Trust	6.85%	6.85%
<u>Initial Trend Rate</u>		
Pre-65	6.84%	6.80%
Post-65	5.15%	5.00%
Ultimate Rate	4.00%	5.00%
Year Ultimate Rate is Reached	2069	2028
CalPERS Minimum	4.00%	4.00%

(1) Includes payments to trust and amounts paid directly by the plan sponsor

(2) Census data as of June 30, 2021 is used in the measurement of the TOL as of June 30, 2021. See Section III for additional details on the demographic data.

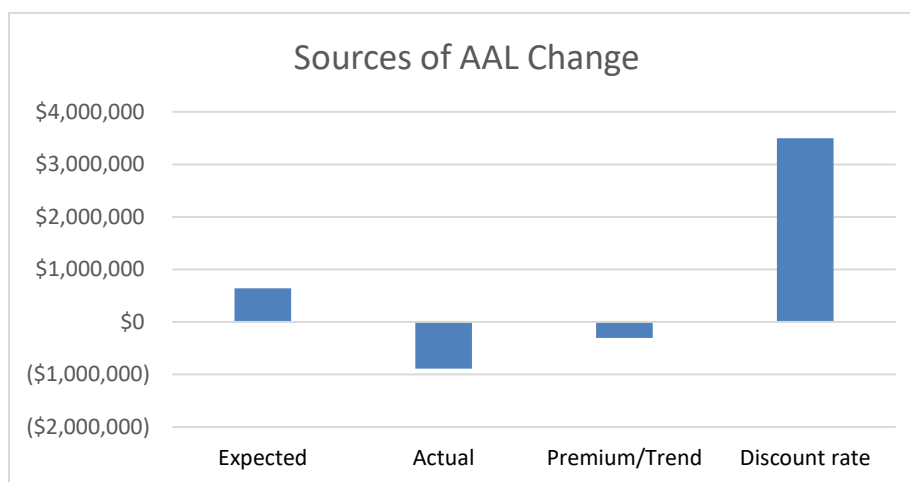
Section I Management Summary

B) Gap Analysis

The Total OPEB Liability has increased \$2,946,630 from \$7,088,189 as of June 30, 2020 to \$10,034,819 as of June 30, 2021. A breakdown of the sources of this change in liability is shown below (thousands; amounts may not add due to rounding):

Change in TOL	Amount	Percentage
Liability Experience		
Expected Benefits Earned, Benefit Payments and Interest	\$642	9%
Actual Demographic and Other Experience*	<u>(888)</u>	<u>(13%)</u>
Total Liability Experience	(\$246)	(3%)
Changes in Assumptions		
New Premiums and Trend	(\$306)	(4%)
New Discount Rate	<u>3,498</u>	<u>49%</u>
Total Assumption Change	\$3,192	45%
Changes in Benefit Terms		
Benefit Change	<u>\$0</u>	<u>0%</u>
Total Benefit Change	\$0	0%

Total Change in TOL	Amount	Percentage
Liability Experience	(\$246)	(3%)
Changes in Assumptions	3,192	45%
Amendments	<u>0</u>	<u>0%</u>
Total	\$2,946	42%

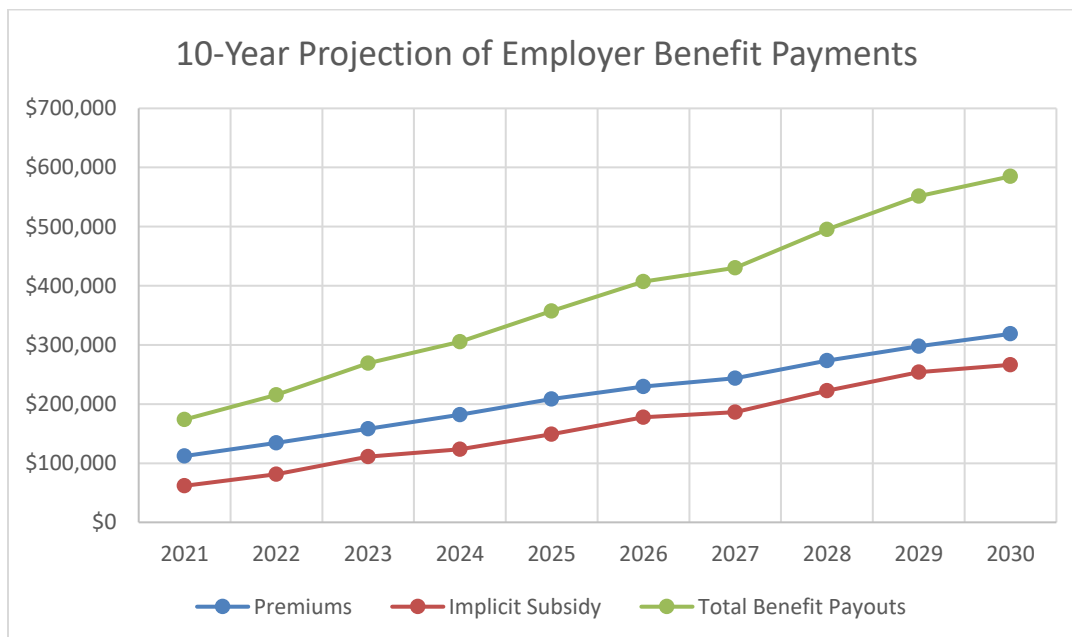


Section I Management Summary

C) 10-Year Projection of Employer's Benefit Payments

In this table we show the projected pay-as-you-go costs (employer's share of premiums), the implicit subsidy, and total expected benefit payments. The implicit subsidy reflects the shortfall of premiums versus the true cost of coverage. The shortfall exists because claims for active employees are combined with claims of retirees (who generally are older and cost more) to develop a single flat premium paid by both groups.

Plan Year Beginning 7/1	Employer's Share of Premiums	Implicit Subsidy	Total
2021	\$112,098	\$61,777	\$173,875
2022	\$134,183	\$81,456	\$215,639
2023	\$158,389	\$110,922	\$269,311
2024	\$182,072	\$123,379	\$305,451
2025	\$208,447	\$148,720	\$357,167
2026	\$229,439	\$177,467	\$406,906
2027	\$243,731	\$186,524	\$430,255
2028	\$273,189	\$222,303	\$495,492
2029	\$297,766	\$254,033	\$551,799
2030	\$318,693	\$266,339	\$585,032



Section I Management Summary

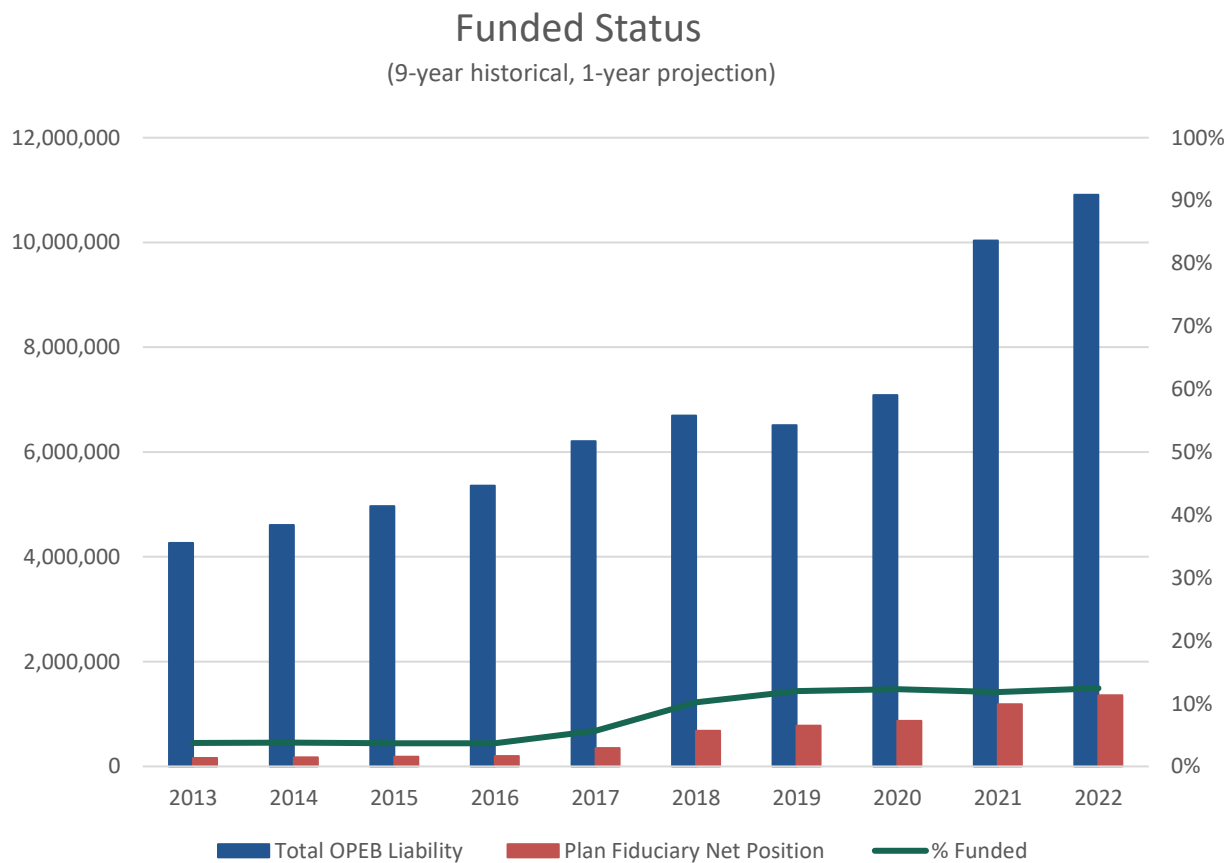
D) Breakdown of Explicit and Implicit Liabilities

	Explicit	Implicit	Total
Present Value of Future Benefits			
Actives	\$8,283,332	\$6,793,298	\$15,076,630
Retirees	<u>1,816,638</u>	<u>751,256</u>	<u>2,567,894</u>
Total	\$10,099,970	\$7,544,554	\$17,644,524
Actuarial Accrued Liability			
Actives	\$4,158,824	\$3,308,101	\$7,466,925
Retirees	<u>1,816,638</u>	<u>751,256</u>	<u>2,567,894</u>
Total	\$5,975,462	\$4,059,357	\$10,034,819
Normal Cost 2021-2022	\$353,118	\$278,094	\$631,212

Section I Management Summary

E) Funding Progress

Below is an illustration of the funded status of the Plan for the past 9 years, and a projection of the next year looking forward:



Section II GASB 75 Exhibits

A) Schedule of Changes in Net OPEB Liability (Exhibit 1)

	2021	2020
<u>Total OPEB Liability</u>		
Service cost	\$299,474	\$285,214
Interest	500,732	460,311
Change of benefit terms	0	0
Differences between expected and actual experience	(887,507)	(12,684)
Changes of assumptions	3,191,975	0
Benefit payments	<u>(158,044)</u>	<u>(156,022)</u>
Net change in Total OPEB Liability	\$2,946,630	\$576,819
Total OPEB Liability – beginning (a)	\$7,088,189	\$6,511,370
Total OPEB Liability – ending (b)	\$10,034,819	\$7,088,189
<u>Plan Fiduciary Net Position</u>		
Contributions – employer	\$237,823	\$230,273
Contributions – employee	0	0
Net investment income	236,188	20,511
Benefit payments	(158,044)	(156,022)
Administrative expense	(2,558)	(2,015)
Other	<u>0</u>	<u>0</u>
Net change in Plan Fiduciary Net Position	\$313,409	\$92,747
Plan Fiduciary Net Position – beginning (c)	\$872,115	\$779,368
Plan Fiduciary Net Position – ending (d)	\$1,185,524	\$872,115
Net OPEB Liability - beginning (a) – (c)	\$6,216,074	\$5,732,002
Net OPEB Liability – ending (b) – (d)	\$8,849,295	\$6,216,074
Plan Fiduciary Net Position as a percentage of the TOL	12%	12%
Covered employee payroll	N/A	\$12,290,696
NOL as percentage of covered employee payroll	N/A	51%

Section II GASB 75 Exhibits

B) Summary of Changes in Net OPEB Liability (Exhibit 2)

	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (a)-(b)
Measurement as of June 30, 2020:	\$7,088,189	\$872,115	\$6,216,074
Recognized Changes Resulting from:			
▪ Service cost	299,474	-	299,474
▪ Interest	500,732	-	500,732
▪ Diff. between expected and actual experience	(887,507)	-	(887,507)
▪ Changes of assumptions	3,191,975	-	3,191,975
▪ Net investment income	-	236,188	(236,188)
▪ Benefit payments	(158,044)	(158,044)	-
▪ Contributions – employer	-	237,823	(237,823)
▪ Contributions – employee	-	-	-
▪ Administrative expense	-	(2,558)	2,558
▪ Change of benefit terms	-	-	-
Net Changes	\$2,946,630	\$313,409	\$2,633,221
Measurement as of June 30, 2021:	\$10,034,819	\$1,185,524	\$8,849,295

Section II GASB 75 Exhibits

C) Derivation of Significant Actuarial Assumptions

Long-term Expected Rate of Return – As of June 30, 2021, the long-term expected rates of return for each major investment class in the Plan’s portfolio are as follows:

Investment Class	Target Allocation	Long-Term Expected Real Rate of Return ¹
Equity	58.00%	5.66%
Fixed Income	35.00%	1.41%
REITs	2.00%	5.06%
Cash	5.00%	0.00%

¹JPMorgan arithmetic Long Term Capital Market assumptions and expected inflation of 2.26%.

The above table shows the target asset allocation in the PARS Balanced investment policy.

Discount rate – The discount rate is based on a blend of the long-term expected rate of return on assets for benefits covered by plan assets and a yield or index for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or better for benefits not covered by plan assets.

Above are the arithmetic long-term expected real rates of return by asset class for the next 10 years as provided in a report by JP Morgan. For years thereafter, returns were based on historical average index real returns over the last 30 years assuming a similar equity/fixed investment mix and a 2.26% inflation rate. Investment expenses were assumed to be 10 basis points per year. These returns were matched with cash flows for benefits covered by plan assets and the Bond Buyer 20-Bond General Obligation index was matched with cash flows not covered by plan assets to measure the reasonableness of the choice in discount rate.

	June 30, 2021	June 30, 2020
Discount Rate	3.96%	6.85%
Bond Buyer 20-Bond GO Index	2.16%	2.21%

Section II GASB 75 Exhibits

D) Sensitivity Analysis (Exhibit 3)

Sensitivity of the Net OPEB Liability to changes in the discount rate – The following presents the District’s Net OPEB Liability if it were calculated using a discount rate that is 1% point lower (2.96%) or 1% point higher (4.96%) than the current rate:

Sensitivity of the Net OPEB Liability to changes in the Trend rate – The following presents the District’s Net OPEB Liability if it were calculated using a trend table that has rates that are 1% point lower or 1% point higher than the current set of rates:

Net OPEB Liability as of the June 30, 2021 measurement date: \$8,849,295

Sensitivity Analysis:

	NOL(A)	\$ Change	%Change
Discount Rate			
+1%	\$7,383,462	(\$1,465,833)	(17%)
Base	\$8,849,295	-	-
-1%	\$10,697,704	\$1,848,409	21%
Trend Rate			
+1%	\$11,098,181	\$2,248,886	25%
Base	\$8,849,295	-	-
-1%	\$7,157,872	(\$1,691,423)	(19%)

Section II GASB 75 Exhibits

E) Schedule of OPEB Expense (Exhibit 4)

Measurement Period Ending:	June 30, 2021	June 30, 2020
Components of OPEB Expense:		
Service Cost	\$299,474	\$285,214
Interest on the Total OPEB Liability (Exhibit 5)	500,732	460,311
Projected Earnings on OPEB Plan Investments (Exhibit 6)	(62,342)	(55,820)
Employee Contributions	0	0
Administrative Expense	2,558	2,015
Changes on Benefit Terms	0	0
Recognition of Deferred Resources Due to:		
▪ Changes of Assumptions	323,642	21,943
▪ Differences between Expected and Actual Experience	(174,458)	(90,573)
▪ Differences Between Projected Actual Earnings on Assets	(21,392)	13,378
Aggregate OPEB Expense	\$868,214	\$636,468

Section II GASB 75 Exhibits

F) Interest on the Total OPEB Liability (Exhibit 5)

	Amount for Period a	Portion of Period b	Interest Rate c	Interest on the Total OPEB Liability a*b*c
Beginning Total OPEB Liability	\$7,088,189	100%	6.85%	\$485,541
Service Cost	\$299,474	100%	6.85%	20,514
Benefit payments	(\$158,044)	50%	6.85%	<u>(5,323)</u>
Total Interest on the TOL				\$500,732

Section II GASB 75 Exhibits

G) Earnings on Plan Fiduciary Net Position (Exhibit 6)

Total Projected Earnings	Amount for Period a	Portion of Period b	Projected Rate of Return c	Projected Earnings a*b*c
Beginning Plan Fiduciary Net Position	\$872,115	100%	6.85%	\$59,740
Employer Contributions	\$237,823	50%	6.85%	8,011
Employee Contributions	\$0	50%	6.85%	0
Benefits payments	(\$158,044)	50%	6.85%	(5,323)
Administrative Expense and Other	(\$2,558)	50%	6.85%	(86)
Total Projected Earnings				\$62,342

Comparison of Projected and Actual Earnings On Investments

Total Projected Earnings	\$62,342
Actual Net Investment Income	<u>236,188</u>
Difference Between Projected and Actual Earnings on Assets	(\$173,846)

Section II GASB 75 Exhibits

H) Schedule of Contributions¹ (Exhibit 7)

Measurement Period Ending:	June 30, 2021	June 30, 2020
Actuarially Determined Contribution ²	\$821,257	\$752,809
Contributions to the Trust	\$123,219	\$124,438
Pay-go Payments by Employer Unreimbursed by the Trust	49,818	36,114
Active Implicit Rate Subsidy Transferred to OPEB	<u>64,786</u>	<u>69,721</u>
Total OPEB Contributions ¹	\$237,823	\$230,273
Covered-employee payroll ³	N/A	\$12,290,696
Contributions as a percentage of covered-employee payroll ³	N/A	2%

¹ ADC and Contributions are for the measurement period July 1, 2020 to June 30, 2021.

² Employers setting a discount rate based on the assumption that assets will be sufficient to cover all future benefit payments under the plan are assumed to annually make contributions equal to the actuarially determined contribution. Annual contributions made that are substantially less than the ADC would require additional support for use of a discount rate equal to the long-term expected return on trust assets.

³ Covered-Employee Payroll represented above is based on covered-employee payroll provided by the employer. GASB 75 defines covered-employee payroll as the total payroll of employees that are provided benefits through the OPEB plan.

Section II GASB 75 Exhibits

I) Deferred Inflows/Outflows of Resources (Exhibit 8)

	Deferred Outflows of Resources	Deferred Inflows of Resources
Unrecognized Deferred Resources due to:		
▪ Differences between expected and actual experience	\$30,072	\$1,657,687
▪ Changes in assumptions	3,089,587	0
▪ Net difference between projected and actual earnings	0	108,700
Contribution to OPEB plan after measurement date ¹	<u>232,625</u>	<u>0</u>
Total	\$3,352,284	\$1,766,387

¹ Determined as of the fiscal year ended June 30, 2022

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ended June 30	Recognized Deferred Outflows/(Inflows) of Resources
2023	\$127,047
2024	125,099
2025	121,476
2026	114,414
2027	149,184
Thereafter	<u>716,052</u>
Total Deferred Resources:	\$1,353,272

Section II GASB 75 Exhibits

J) Schedule of Deferred Inflows/Outflows of Resources (Exhibit 9)

Fiscal Year Established	Initial Amount	Initial Years	Years Left	Amount Recognize In FY 2022	Balances as of 06/30/22 of Deferred	
					Outflows	Inflows
Difference Between Expected and Actual Plan Experience						
2018	(\$27,572)	11.437	6.437	(\$2,411)	\$0	(\$15,517)
2019	46,244	11.437	7.437	4,043	30,072	0
2020	(1,101,429)	12.083	9.083	(91,155)	0	(827,964)
2021	(12,684)	12.083	10.083	(1,050)	0	(10,584)
2022	<u>(887,507)</u>	10.580	9.580	<u>(83,885)</u>	<u>0</u>	<u>(803,622)</u>
Total	(\$1,982,948)			(\$174,458)	\$30,072	(\$1,657,687)
Change in Assumptions						
2018	\$0	11.437	6.437	\$0	\$0	\$0
2019	0	11.437	7.437	0	0	0
2020	265,140	12.083	9.083	21,943	199,311	0
2021	0	12.083	10.083	0	0	0
2022	<u>3,191,975</u>	10.580	9.580	<u>301,699</u>	<u>2,890,276</u>	<u>0</u>
Total	\$3,457,115			\$323,642	\$3,089,587	\$0
Net Difference Between Projected and Actual Earnings On Investments						
2018	\$3,724	5.000	0.000	\$744	\$0	\$0
2019	9,744	5.000	1.000	1,949	1,948	0
2020	18,110	5.000	2.000	3,622	7,244	0
2021	35,309	5.000	3.000	7,062	21,185	0
2022	<u>(173,846)</u>	5.000	4.000	<u>(34,769)</u>	<u>0</u>	<u>(139,077)</u>
Total	(\$106,959)			(\$21,392)	\$30,377	(\$139,077)
Net Total						(108,700)
Totals:				\$127,792	\$3,119,659	(\$1,766,387)

Section II GASB 75 Exhibits

K) Reconciliation of the Net Position (Exhibit 10)

Measurement as of:	June 30, 2021	June 30, 2020
Total OPEB Liability (TOL)	\$10,034,819	\$7,088,189
Plan Fiduciary Net Position (PFNP)	1,185,524	872,115
Net OPEB Liability (NOL)	\$8,849,295	\$6,216,074
Deferred Inflows of resources (CR):		
▪ Differences between expected and actual experience	1,657,687	948,681
▪ Changes in assumptions	0	0
▪ Net difference between projected and actual earnings	108,700	0
Deferred Outflows of resources (DR):		
▪ Differences between expected and actual experience	30,072	34,115
▪ Changes in assumptions	3,089,587	221,254
▪ Net difference between projected and actual earnings	0	43,754
▪ Est. contributions post measurement date ¹	232,625	237,448
Net Position	\$7,263,398	\$6,628,184

¹ Post-measurement date contributions should be reported in the financial disclosures

Reconciliation of Net Position

Net Position at June 30, 2020 ¹	\$6,628,184
Aggregate OPEB Expense	868,214
Total OPEB Contributions	(237,823)
Difference in Post-Measurement Contributions	4,823
Net Position at June 30, 2021 ¹	\$7,263,398

¹ Change in FY20 and FY21 post-measurement date contributions

Post-Measurement Date Contributions Breakdown	7/1/21-6/30/22	7/1/20-6/30/21
Direct Contributions to the Trust	\$116,685	\$123,844
Employer Share of Retiree Premiums Unreimbursed by the Trust ¹	54,163	49,818
Administration Fees Unreimbursed by the Trust ¹	0	0
Implied Subsidy Unreimbursed by the Trust	61,777 ²	64,786
Total Post-Measurement Date Contributions	\$232,625	\$237,448

¹ Administration fees can be included in premium costs shown.

² Calculated by your OPEB actuary, shown on page 3 of this report

Section III Data

A) Summary of Demographic Information

The participant data used in the valuation was provided by the District as of June 30, 2021. It is assumed that this data is representative of the population as of June 30, 2021. While the participant data was checked for reasonableness, the data was not audited. The valuation results presented in this report are dependent upon the accuracy of the participant data provided. The table below presents a summary of the basic participant information for the active and retired participants covered under the terms of the Plan.

	2021	2020
<u>Actives</u>		
Counts		
▪ Total	231	251
Averages		
▪ Age	45.2	45.7
▪ Service	9.4	10.2
<u>Retirees</u>		
Counts		
▪ Under age 65	15	17
▪ Age 65 and over	<u>46</u>	<u>42</u>
▪ Total	61	59
Averages		
▪ Age	70.6	71.1
Inactive Participants with deferred benefits	0	0
Total Participants	292	310
<u>Covered Dependents of Retirees</u>		
Counts		
▪ Spouses / Domestic Partners	18	15
▪ Children	<u>0</u>	<u>0</u>
▪ Total	18	15
Total Participants and Dependents	310	325

Section III Data

B) Distribution of Participants by Age and Service

Age Group	Retired* Participants	Active Participant – Years of Service						Total
		0 - 4	5 - 9	10 - 14	15 - 19	20 - 24	25+	
< 25	0	6	0	0	0	0	0	6
25 - 29	0	22	4	0	0	0	0	26
30 - 34	0	16	9	2	0	0	0	27
35 - 39	0	17	5	10	2	0	0	34
40 - 44	0	5	3	6	6	2	0	22
45 - 49	0	6	4	5	3	7	0	25
50 - 54	0	10	6	4	3	6	3	32
55 - 59	6	8	2	4	7	7	3	31
60 - 64	9	5	2	1	1	3	3	15
65 - 69	16	1	0	2	1	1	3	8
> 70	30	2	3	0	0	0	0	5
Total	61	98	38	34	23	26	12	231

* Retired participants include retirees, disabled participants, and surviving family members. Does not include covered dependents.

Section IV Plan Provision Summary

A) Plan Description

Eligibility and Contribution Requirements

Employees who retire at age 55 or older with 10 or more years of continuous District service are eligible to receive postemployment benefits from the District until they reach age 65. The District will contribute \$300 per month (prorated if the retiree was a part-time employee) toward the cost of postemployment medical, dental, vision and life insurance coverage. Retirees may elect any plan available through the CalPERS medical program and they may continue their enrollment in the District's dental and vision plans. A retiree life insurance plan is also available. Any remaining amount is paid directly to the retiree.

On September 1, 2008 the District joined the CalPERS medical program (PEMHCA). The District elected the "unequal" contribution approach in which District contributions will increase steadily; ultimately reaching 100% of the CalPERS Minimum Employer Contribution. Any employee who retires from the District and receives a PERS or STRS pension is eligible for this benefit. The benefit continues throughout the life of the retiree and surviving spouse, independently of the aforementioned stipend.

Pre-Medicare Premiums	Region 1 Plans			
	2021 Plan	EE	EE+SP	EE+Fam
	Anthem HMO Select	\$925.60	\$1,851.20	\$2,406.56
	Anthem HMO Traditional	1,307.86	2,615.72	3,400.44
	Kaiser	813.64	1,627.28	2,115.46
	PERS Care	1,294.69	2,589.38	3,366.19
	PERS Choice	935.84	1,871.68	2,433.18
	PERS Select	566.67	1,133.34	1,473.34
	UnitedHealthcare	941.17	1,882.34	2,447.04
	Western Health Advantage	757.02	1,514.04	1,968.25
Medicare Premiums	2021 Plan	EE	EE+SP	EE+Fam
	Kaiser	324.48	648.96	973.44
	PERS Choice	349.97	699.94	1,049.91
	PERS Select	349.97	699.94	1,049.91
	PERS Care	381.25	762.50	1,143.75
	United Healthcare	311.56	623.12	934.68
PEMHCA Minimum				2021
				\$143.00

Section IV Plan Provision Summary

A) Plan Description (continued)

Pre-Medicare Premiums	Region 1 Plans			
	2022 Plan	EE	EE+SP	EE+Fam
	Anthem HMO Select	\$1,015.81	\$2,031.62	\$2,641.11
	Anthem HMO Traditional	1,304.00	2,608.00	3,390.40
	Kaiser	857.06	1,714.12	2,228.36
	PERS Platinum*	1,057.01	2,114.02	2,748.23
	PERS Gold*	701.23	1,402.46	1,823.20
	UnitedHealthcare	1,020.28	2,040.56	2,652.73
	Western Health Advantage	741.26	1,482.52	1,927.28
Medicare Premiums	2022 Plan	EE	EE+SP	EE+Fam
	Kaiser	\$302.53	\$605.06	\$907.59
	PERS Gold*	377.41	754.82	1,132.23
	PERS Platinum*	381.94	763.88	1,145.82
	United Healthcare	294.65	589.30	883.95
PEMHCA Minimum				2022
				\$149.00

*We assumed that participants in PERS Care and PERS Choice will change to PERS Platinum and those in PERS Select will change to PERS Gold in 2022.

Plan Provision Changes

There have been no plan amendments since the last measurement date.

Post Measurement Date Event: The Plan was amended in January 2022, after the June 30, 2021 Measurement Date. The amendment increased the District Contribution from \$300 per month to \$400 per month. This change did not have a significant impact on the OPEB liability.

Section V Actuarial Assumption, Methods, & Considerations

A) Actuarial Assumptions

Discount Rate	3.96%, as of June 30, 2021; 6.85% as of June 30, 2020.
Net Investment Return	6.85%, based on the PARS Balanced investment policy,
Inflation	We assumed 2.26% annual inflation.
Payroll increases	2.75% annual increases.
Administrative Expenses	The administrative expense was \$2,558 for the measurement period ending June 30, 2021.

Pre-Excise Tax Health Care Trend	Year	Increase in Premium Rates	
	Beginning	Pre-65	Post-65
	2022	Actual	Actual
	2023	6.84%	5.15%
	2024	6.59%	5.00%
	2025	6.34%	5.00%
	2026	6.00%	5.00%
	2027	6.00%	5.00%
	2028	5.75%	5.00%
	2029	5.50%	5.00%
	2030	5.25%	5.00%
	2031 to 2037	5.00%	5.00%
	2038 to 2050	4.75%	4.75%
	2051 to 2068	4.50%	4.50%
	2069 and later	4.00%	4.00%

Section V Actuarial Assumption, Methods, & Considerations

A) Actuarial Assumptions (continued)

Plan Distribution for Calculating Baseline Cost	Plan	Pre-Medicare	Post-Medicare
	Anthem HMO Select	3%	0%
	Anthem HMO Traditional	1%	0%
	Kaiser Permanente	81%	92%
	PERS Care	0%	2%
	PERS Choice	4%	2%
	PERS Select	8%	2%
	United Healthcare HMO	3%	2%
	Western Health Advantage	0%	0%
	Total	100%	100%

Average Per Capita Claims Cost (Baseline Cost) Pre-Medicare: \$829.86 per month
 Post-Medicare: \$315.51 per month

Medicare Coverage We assumed that 100% of eligible participants will participate.

Health Plan Participation We assumed 95% of eligible retirees will elect to participate in the District's program until they reach age 65. We assumed that upon reaching age 65, 80% of eligible retirees will elect to continue coverage under a CalPERS medical plan.

Morbidity Factors CalPERS 2017 study

Population for Curving CalPERS 2017 study

Age-Weighted Claims Costs	Age	Male	Female
	50	\$850	\$886
	55	\$1,098	\$1,020
	60	\$1,420	\$1,174
	65	\$321	\$331
	70	\$285	\$288
	75	\$338	\$327
	80	\$371	\$368
	85	\$385	\$383

Section V Actuarial Assumption, Methods, & Considerations

A) Actuarial Assumptions (continued)

Mortality*

Certificated and classified employees were treated separately; their mortality tables are described below.

The mortality rates used for classified employees are those from the 2017 CalPERS Experience Study.

Pre-Retirement: CalPERS 2017 Mortality pre-retirement

Post-Retirement: CalPERS 2017 Mortality post-retirement

Age	Sample Mortality Rates			
	Active Employees		Retired Employees	
	Male	Female	Male	Female
55	0.17%	0.12%	0.44%	0.41%
60	0.26%	0.17%	0.67%	0.48%
65	0.36%	0.23%	0.93%	0.64%
70	0.62%	0.39%	1.34%	0.93%
75	1.06%	0.62%	2.32%	1.63%
80	1.66%	0.94%	3.98%	3.01%
85	0.00%	0.00%	7.12%	5.42%
90	0.00%	0.00%	13.04%	10.09%

The mortality rates used for certificated employees are those used in the 2016 CalSTRS valuations, projected forward with the RP-2016 ultimate (2032) rates, increased by 10%.

Pre-Retirement: CalSTRS 2016 Mortality pre-retirement

Post-Retirement: CalSTRS 2016 Mortality post-retirement

Age	Sample Mortality Rates of Base Table			
	Active Employees		Retired Employees	
	Male	Female	Male	Female
55	0.16%	0.12%	0.37%	0.22%
60	0.27%	0.18%	0.49%	0.29%
65	0.46%	0.26%	0.70%	0.44%
70	0.82%	0.44%	1.12%	0.72%
75	1.45%	0.76%	2.00%	1.32%
80	2.56%	1.32%	3.67%	2.54%
85	0.00%	0.00%	7.06%	5.06%
90	0.00%	0.00%	13.57%	10.26%

Disability*

None

Percent Married

We assumed that 30% of participating retirees will enroll a spouse.

*Source: NCG has not performed an experience study to select these assumptions. NCG has not observed materially consistent gains or consistent losses associated with these assumptions

Section V Actuarial Assumption, Methods, & Considerations

A) Actuarial Assumptions (continued)

Retirement* Certificated and classified employees were treated separately; their retirement tables are described below.

Certificated employees hired before prior to January 1, 2013 were evaluated using the Cal STRS retirement rates from the 2016 evaluation. Certificated employees hired on or after January 1, 2013 were valuated using the Cal STRS 2% @ 62 pension plan employees table.

Cal STRS 2016
Retirement Rates
(Male)

Age	Years of Service					
	5	10	15	20	25	30+
50	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
55	2.7%	2.7%	2.7%	2.7%	6.1%	2.7%
60	6.3%	6.3%	6.3%	6.3%	14.2%	6.3%
65	14.0%	14.0%	14.0%	14.0%	31.5%	14.0%
70	12.0%	12.0%	12.0%	12.0%	27.0%	12.0%
75	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

Cal STRS 2016
Retirement Rates
(Female)

Age	Years of Service					
	5	10	15	20	25	30+
50	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
55	3.5%	3.5%	3.5%	3.5%	7.9%	3.5%
60	7.0%	7.0%	7.0%	7.0%	15.8%	7.0%
65	17.0%	17.0%	17.0%	17.0%	38.3%	17.0%
70	14.0%	14.0%	14.0%	14.0%	31.5%	14.0%
75	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

Cal STRS 2% @ 62

Age	Male	Female
50	0.0%	0.0%
55	3.0%	4.0%
60	9.0%	9.0%
65	30.0%	30.0%
70	20.0%	20.0%
75	100.0%	100.0%

*Source: NCG has not performed an experience study to select these assumptions. NCG has not observed materially consistent gains or consistent losses associated with these assumptions

Section V Actuarial Assumption, Methods, & Considerations

A) Actuarial Assumptions (continued)

Retirement* (continued) Classified employees hired before prior to January 1, 2013 were evaluated using the Cal PERS school employees 2% at 55 retirement rate. Classified employees hired on or after January 1, 2013 were valued using the 2017 Cal PERS school employees 2% @ 62 table.

2017 CalPERS school employees retirement rate	Years of Service					
	Age	5	10	15	20	25
50		0.4%	0.7%	1.1%	1.2%	1.3%
55		2.1%	4.2%	5.8%	6.9%	7.7%
60		3.3%	6.6%	9.2%	10.9%	12.1%
65		8.0%	15.8%	22.1%	26.1%	29.1%
70		7.1%	14.0%	19.6%	23.1%	25.8%
75		6.7%	13.2%	18.4%	21.8%	24.3%

2% @ 62	Years of Service					
	Age	5	10	15	20	25
50		0.0%	0.0%	0.0%	0.0%	0.0%
55		1.4%	2.7%	3.8%	4.5%	5.0%
60		2.6%	5.3%	7.4%	8.7%	9.7%
65		7.2%	14.2%	19.9%	23.5%	26.2%
70		7.1%	14.0%	19.6%	23.1%	25.8%
75		6.7%	13.2%	18.4%	21.8%	24.3%

*Source: NCG has not performed an experience study to select these assumptions. NCG has not observed materially consistent gains or consistent losses associated with these assumptions

Section V Actuarial Assumption, Methods, & Considerations

A) Actuarial Assumptions (continued)

Withdrawal* Certificated and classified employees were treated separately; their retirement tables are described below.

Certificated employees were evaluated using the 2016 Cal STRS withdrawal rates. Selected rates are shown below.

STRS Withdrawal Rates	Service	Male	Female
	0	16.0%	15.0%
	5	3.5%	3.0%
	10	1.8%	1.8%
	15	1.2%	1.2%
	20	0.9%	0.9%
	25	0.7%	0.7%

Classified employees were evaluated using the 2017 CalPERS school employees withdrawal rates. Selected rates are shown below.

CalPERS School employees Withdrawal Rates	Age	Years of Service				
		0	5	10	15	20
	20	21.1%	12.1%	0.0%	0.0%	0.0%
	25	21.1%	12.1%	5.3%	0.0%	0.0%
	30	18.3%	12.1%	5.3%	3.1%	0.0%
	35	15.5%	9.8%	5.3%	3.1%	2.0%
	40	13.8%	7.5%	4.4%	3.1%	2.0%
	45	12.0%	6.7%	3.5%	2.6%	2.0%
	50	12.4%	6.0%	3.0%	2.0%	1.5%

**Source: NCG has not performed an experience study to select these assumptions. NCG has not observed materially consistent gains or consistent losses associated with these assumptions*

Assumption Changes

The discount rate was changed from 6.85% to 3.96%. The average per capita claims cost was updated to reflect actual 2021 and 2022 premiums. The health care cost trend rate was updated to reflect 2022 industry survey data and used the 2022 Getzen model to project long-term trend.

There have been no other assumption changes since the last measurement date.

Section V Actuarial Assumption, Methods, & Considerations

B) Actuarial Methods

Actuarial Cost Method	<p>Entry Age Normal</p> <p>An actuarial cost method under which the Actuarial Present Value of the Projected Benefits of each individual included in the valuation is allocated on a level basis over the earnings or service of the individual between entry age and assumed exit age(s). The portion of this Actuarial Present Value allocated to a valuation year is called the Normal Cost.</p>
Amortization Methodology	<p>We used straight-line amortization. For assumption changes and experience gains/losses, we assumed Average Future Working Lifetime, averages over all actives and retirees (retirees are assumed to have no future working years). For asset gains and losses, we assumed 5 years.</p>
Financial and Census Data	<p>The District provided the participant data, financial information and plan descriptions used in this valuation. The actuary has checked the data for reasonableness, but has not independently audited the data. The actuary has no reason to believe the data is not complete and accurate, and knows of no further information that is essential to the preparation of the actuarial valuation.</p>
Plan Fiduciary Net Position	<p>Market value of assets as of the measurement date</p>
Measurement Date	<p>June 30, 2021</p>
Valuation Date	<p>June 30, 2021</p>
Funding Policy	<p>The District contributes 1% of payroll (employer contribution) plus pay-go for PEMHCA premiums not reimbursed by the trust.</p> <p>The 1% of payroll contribution is intended to cover the funding for the \$300 minimum benefit and the District is reimbursed by the trust annually for the cost of this benefit</p>
Valuation Model	<p>Results in this report were calculated with the assistance of ProVal actuarial valuation software. ProVal model was developed in 1994 and maintained by Winklevoss Technologies (WinTech). WinTech provides valuation and projection software for both pension and other postemployment benefit plans. We utilize ProVal in accordance with its intended purpose and have not identified any material inconsistencies in ProVal's assumptions nor outputs that would affect this valuation.</p>

Section VI Glossary

A) Key Terms

Annual OPEB Expense	The amount recognized by an employer in each accounting period for contributions to a defined benefit OPEB plan on the modified accrual basis of accounting.
Deferred outflows and inflows of resources related to OPEB	Deferred outflows of resources and deferred inflows of resources related to OPEB arising from certain changes in the collective net OPEB liability or collective total OPEB liability
Covered Payroll	Annual compensation paid (or expected to be paid) to active employees covered by an OPEB plan, in aggregate.
Net OPEB Liability (NOL)	The liability of employers and non-employer contributing entities to plan members for benefits provided through a defined benefit OPEB plan that is administered through a trust that meets the criteria of the GASB Statements.
Normal Cost or Service Cost	The portion of the Total Present Value of Future Benefits attributed to employee service during the current fiscal year by the actuarial cost method. These terms are used interchangeably.
Other Postemployment Benefits (OPEB)	Retiree health care benefits and post-employment benefits provided separately from a pension plan (excluding termination offers and benefits).
Plan Fiduciary Net Position (FNP)	Set equal to the market value of assets as of the measurement date.
Present Value of Future Benefits (PVFB)	The value, as of the valuation date, of the projected benefits payable to all members for their accrued service and their expected future service, discounted to reflect the time value (present value) of money and adjusted for the probabilities of retirement, withdrawal, death and disability.
Total OPEB Liability (TOL)	The portion of the actuarial present value of projected benefit payments that is attributed to past period of member service in conformity with the GASB Statements. The total OPEB liability is the liability of employers and non-employer contributing entities to plan members for benefits provided through a defined benefit OPEB plan that is not administered through a trust that meets the criteria of the GASB Statements.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: X

From: Tammy Busch, Asst. Supt. Business

Item Number: 20

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

SUBJECT:

Request to Approve the Designation of Applicant's Agent Resolution Non-State Agencies (OES-FPD-130), Naming Authorized Agents as Superintendent, Assistant Superintendent of Business Services or the Board President

BACKGROUND:

The purpose of completing the OES-FPD-130 is to obtain federal assistance for any existing or future grant program, including but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program {ISP}, Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities {BRIC}, Legislative Pre-Disaster Mitigation Program (LPDM),** under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA),** under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b){ (2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code -Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

STATUS:

The Board of Trustees are responsible of appointing and approving the Authorized Agents. The authorized agents are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied.

PRESENTER:

Tammy Busch, Asst. Supt. of Business

OTHER PEOPLE WHO MIGHT BE PRESENT: N/A

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board makes the designation of the authorizing agents as defined above.

Time allocated: 3 minutes



Cal OES ID No: _____

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE Board of Trustees OF THE River Delta Unified School District
 (Governing Body) (Name of Applicant)

THAT Assistant Superintendent of Business Services, OR
 (Title of Authorized Agent)

Superintendent, OR
 (Title of Authorized Agent)

Board President
 (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the River Delta Unified School District,
 (Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the River Delta Unified School District, a public entity established under the
 (Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



Please check the appropriate box below

- This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this 21 day of February, 2023

Jennifer Stone, Board of Trustees River Delta USD
 (Name and Title of Governing Body Representative)

Marilyn Riley, Board of Trustees River Delta USD
 (Name and Title of Governing Body Representative)

Dan Mahoney, Board of Trustees River Delta USD
 (Name and Title of Governing Body Representative)

CERTIFICATION

I, Randall Jelly, duly appointed and Board Clerk of
 (Name) (Title)
River Delta Unified School District, do hereby certify that the above is a true and
 (Name of Applicant)

correct copy of a resolution passed and approved by the Board of Trustees
 (Governing Body)
 of the River Delta Unified School District on the 21 day of February, 2023.
 (Name of Applicant)

 (Signature)

Board Clerk

 (Title)



Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.



Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: X

From: Tammy Busch, Asst. Supt. Business

Item Number: 21

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

SUBJECT:

Request to “Sunshine” the River Delta Unified School District’s (RDUSD) Negotiation Proposals to the River Delta Unified Teachers Association (RDUTA) and to Approve RDUSD’s Negotiation Proposals to RDUTA for 2023-2024.

BACKGROUND:

Under the California Educational Employment Relations Act (EERA) the District must participate in “Good Faith” bargaining with the employees’ unions.

STATUS:

The River Delta Unified School District intends to negotiate with River Delta Unified Teachers Association (RDUTA) the following articles for the 2023-2024 school year:

Standing Articles:

Article 16: Salary

Article 17: Employee Benefits

Opening Articles:

Article 7: Hours

Article 13: Leaves

PRESENTER:

Tammy Busch, Asst. Supt. of Business

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the District’s negotiation proposals to RDUTA for 2023-2024. That the Board instructs the District’s Lead Negotiator to begin negotiating with RDUTA.

Time allocated: 5 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

Date: February 21, 2023

To: Board of Trustees

From: Tammy Busch, Asst. Supt. of Business Services

Subject: Negotiation Proposals with RDUTA for the 2023-24 school year.

The River Delta Unified School District intends to negotiate with River Delta Unified Teachers Association (RDUTA) for the following articles for the 2023-24 school year:

Article 7: Hours
Article 13: Leaves
Article 16: Salary
Article 17: Employee Benefits

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

Sincerely,

Tammy Busch
Assistant Superintendent of Business Services

Creating Excellence To Ensure That All Students Learn

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

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: X

From: Tammy Busch, Asst. Supt. of Business

Item Number: 22

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

SUBJECT:

Request the Board of Trustees to Acknowledge River Delta Unified Teachers Association's Initial Proposals to the District for 2023-2024.

BACKGROUND:

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

STATUS:

The River Delta Unified Teachers Association (RDUTA) plan on negotiating following articles for the 2023-2024 school year:

Standing Articles:

Article 16: Salary

Article 17: Employee Benefits

Opening Articles:

Article 15: Grievance Procedures

Article 18: Retirement

PRESENTER:

Tammy Busch, Asst. Supt. Business

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board acknowledges the River Delta Unified School Teacher's Association negotiation proposals for 2023-2024.

Time allocated: 5 minutes

River Delta Unified Teachers Association is the exclusive representative of certificated non-administrative staff in the River Delta Unified School District. The negotiated agreement between RDUTA and RDUSD expires on June 30, 2023. In accordance with the California Educational Employees Relations Act, the River Delta Unified Teachers Association is Sunshining the following items for successor agreement negotiations for the 2023-24 school year:

Article 15: Grievance procedure

- RDUTA's intent is to negotiate for Binding Arbitration so that contractual issues can be resolved by a neutral, 3rd party expert assigned by the State, with costs born equally by the union and district

Article 16: Salary, including related Appendixes

- RDUTA's intent is to negotiate a competitive compensation package for represented employees that recruits and retains high quality educators in the district and appropriately pays them for additional duties, as needed.

Article 17: Employee Benefits, including any related Appendixes

- RDUTA's intent is to negotiate a competitive benefits package for represented employees that recruits and retains high quality educators in the district and ensures that rising healthcare costs are not disproportionately borne by employees.

Article 18: Retirement, including any related Appendixes

- RDUTA's intent is to negotiate a retiree healthcare cost subsidy for post-65 year old retirees who have faithfully served the district for their career, to ensure that educators are able to afford rising healthcare costs once they are no longer able to work.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: x

From: Tammy Busch, Asst. Supt., Business

Item Number: 23

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

SUBJECT:

Request to Approve the Supervisor, Food Services Job Description as a 12-month Employee

BACKGROUND:

The district has not had a supervisor of food services for many years. As the state is requiring meal prep services for students, this person would be able to provide directive and supervise cafeteria staff appropriately. This position would report to Asst. Supt. of Business Services.

STATUS:

Currently, Asst. Supt. of Business Services handles staffing, site visits, and compliance issues while working with Sodexo that is a consultant to the district. This job description for the Supervisor, Food Services was approved at the December 13, 2022, Board meeting; however, it was listed on the salary schedule as an 11-month employee. This position is at Range 11 on the salary schedule \$57,471 to \$70,683 for 12 months.

PRESENTER:

Tammy Busch, Asst. Supt. of Business

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Fund 13 – Cafeteria

RECOMMENDATION:

The Board approves the Supervisor, Food Services Job Description as a 12-month employee.

Time allocated: 15 minutes

**RIVER DELTA UNIFIED SCHOOL DISTRICT
SUPERVISOR, FOOD SERVICES**

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION

To supervise, assign and participate in the activities related to Food Services, including menu planning, food preparation and purchasing, and record keeping; to coordinate with all school sites; provide responsible administrative support to the Assistant Superintendent of Business Services; and to perform a variety of tasks relative to assigned areas of responsibility.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Assistant Superintendent of Business Services.

Exercises direct supervision over food services staff.

ESSENTIAL AND MARGINAL FUNCTION STATEMENTS -- *Essential and other important responsibilities and duties may include, but are not limited to, the following:*

Essential Functions:

1. Plan, supervise, assign and review the work of staff responsible for providing food services in the schools.
2. Participate in the development and implementation of goals, objectives, policies, and priorities for Food Services.
3. Plan, coordinate and review the work plan for Food Services, including planning, designing and developing the menu; develop menu production records and specifications; ensure compliance with all nutritional requirements of the Universal Free Meal Program.
4. Conduct site and employee quality checks; ensure compliance with regulations pertaining to Food Services.
5. Select, train, motivate, and evaluate Food Service personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination process.
6. Participate in the development of the Food Services budget; monitor expenditure; recommend adjustments.
7. Review and approve vendor invoices and related billings for payment; maintain meal count records for reimbursement; ensure they are accurate and complete.
8. Order all food products; conduct vendor meetings; test and research products; recommend new products.
9. Serve as liaison for Food Services with each school site, the District Office, and outside agencies; resolve issues and concerns

Marginal Functions:

1. Participate in the full range of duties assigned to staff, including food preparation, customer service, and cleanup.
2. Perform related duties and responsibilities as required.

QUALIFICATIONS

Knowledge of:

Operational characteristics, services and activities of a school food service and nutrition program.

Principles of nutrition and food science.

Menu planning and preparation techniques.

Food preparation and cooking methods and techniques.

Modern office methods and equipment.

First aid methods and techniques.

Pertinent Federal, State and Local laws, codes and regulations.

Ability to:

Supervise and coordinate the work of lower-level staff.

Develop meal menu with appropriate nutritional value.

Cook and prepare food.

Prepare clear, and concise reports.

Interpret and apply Federal, State and local policies, laws and regulations.

Communicate clear and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

Maintain audio-visual discrimination and perception needed for successful job performance.

Maintain mental capacity which allows the capability of making sound decisions and demonstrating intellectual capabilities.

EXPERIENCE AND TRAINING GUIDELINES

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Four years of increasingly responsible experience in food services and nutrition, including two years of supervisory or administrative responsibility, preferably in public school system.

Training:

Equivalent completion of the twelfth grade, supplemented by college level course work in nutrition, food science business administration or a related field.

License or Certificate:

Possession of, or ability to obtain, a valid California Driver's license issued by the California Department of Motor Vehicles. Possession of ServSafe Certification.

WORKING CONDITIONS:

Environmental Conditions:

Office environment; cafeteria environment; exposure to hot and heavy kitchen equipment.

Physical Conditions:

Essential and marginal functions may require maintaining physical condition necessary for walking, standing, bending, or stooping for prolonged periods of time; moderate to heavy lifting; operate a motorized vehicle.

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: February 21, 2023

Attachments: X

From: Codi Agan, Director of Personnel

Item Number: 24

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

SUBJECT:

Request to Approve the Short-Term Staffing Permit as Authorized by the Commission on Teacher Credentialing for 2022-2023 School Year

BACKGROUND:

Due to the unavailability of fully qualified and acceptable teaching candidates to teach for the 2022-2023 school year, RDUSD has had to assign teachers under the provision of a Short-Term Staffing Permit as authorized by the Commission on Teacher Credentialing.

STATUS:

Public posting, attached, was posted January 6, 2023 – January 10, 2023. Applicants have been prepared and are ready to be submitted to the commission on Teacher Credentialing for Maria Rivera-Garcia, Walnut Grove Elementary School and Leonardo Preciado-Chavez, Bates Elementary School.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the Short-Term Staffing Permit Request on Maria Rivera-Garcia and Leonardo Preciado-Chavez.

Time allocated: 2 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

PUBLIC NOTICE

INTENT TO REQUEST A SHORT-TERM STAFFING PERMIT (STSP) FROM THE COMMISSION ON TEACHER CREDENTIALING

I, Katherine Wright, Superintendent for River Delta Unified School District do hereby declare that a need has been shown that the district is currently unable to recruit fully qualified and acceptable teaching candidates. Therefore, it is my intent to employ the following people under the provisions of a Short-Term Staffing Permit as authorized by the California Commission on Teacher Credentialing.

Maria Rivera-Garcia	Walnut Grove Elementary School	Multiple Subject Credential
Leonardo Preciado-Chavez	Bates Elementary	Multiple Subject Credential


As required by law, this notice will be posted in a public place for a minimum of Seventy-two (72) hours. The period of this posting shall commence on Friday, February 17, 2023, at 5:00 p.m. and will end on Tuesday, February 21, 2023, at 5:00 p.m.

Any person having an objection to the use of a Short-Term Staffing Permit for the filing of the above-mentioned teaching positions shall submit such objection in writing to Superintendent, Katherine Wright, 445 Montezuma Street, Rio Vista, CA 94571.

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

2/8/23

Dated


Katherine Wright
Superintendent

PLEASE POST

Creating Excellence To Ensure That All Students Learn

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



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

NOTICIA PUBLICA

INTENCION DE SOLICITAR UN PERMISO DE PERSONAL A CORTO PLAZO (STSP) DE LA COMISION DE CREDENCIAL DE MAESTROS

Yo, Katherine Wright, Superintendente del Distrito Escolar Unificado River Delta, declaro por lo presente que se ha demostrado la necesidad de que el distrito actualmente no puede reclutar candidatos docentes aceptables y completamente calificados. Por lo tanto, tengo la intención de emplear a las siguientes personas bajo las disposiciones de un Permiso de Personal a Corto Plazo según lo autoriza la Comisión de Acreditación de Maestros de California.

Maria Rivera-Garcia
Leonardo Preciado-Chavez

Escuela Primaria Walnut Grove
Escuela Primaria Bates

Credencial de Materia Múltiple
Credencial de Materia Múltiple

Según lo exige la ley, esta noticia se publicará en un lugar público por un mínimo de setenta y dos (72) horas. El periodo de esta publicación comenzara el viernes, 17 de febrero de 2023, a las 5:00 p.m. y finalizara el martes, 21 de febrero de 2023, a las 5:00 p.m.

Cualquier persona que tenga una objeción al uso de un Permiso de Personal a Corto Plazo para la presentación de los puestos docentes mencionados anteriormente deberá presentar dicha objeción por escrito a la Superintendente, Katherine Wright, 445 Montezuma Street, Rio Vista, CA 94571.

NOTA: La Junta Directiva anima a las personas con discapacidades a que participen plenamente en el proceso de la reunión pública. Si necesita una modificación o adaptación relacionada con una discapacidad, incluidos servicios o ayudas auxiliares, para participar en la reunión pública, comuníquese con la Oficina de la Superintendente al (707) 374-1711 por lo menos 48 horas anterior a la reunión programada para hacer los esfuerzos razonables para acomodarle. [Código de Gobierno § 54954.2; Ley de Estadounidenses con Discapacidades de 1990, § 202 (42 U.S.C. § 12132).]

2/8/23

Fecha

Katherine Wright
Superintendente

POR FAVOR PUBLICAR

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 Elementary Charter School

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

Wind River School
Mokelumne High School