

RIVER DELTA UNIFIED SCHOOL DISTRICT

Notice of a Regular Meeting of the Board of Trustees

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

November 14, 2023 ♦ General Open Session 6:30pm Clarksburg Middle School • Clarksburg, CA

A copy of the full agenda (with backup documents but without confidential closed session items) is available for public review at the District Office, 445 Montezuma St., Rio Vista, California, at least 72 hours prior to the announced meeting of the Board of Trustees or online at <http://rdusd.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: 976 7938 8878 Passcode: 625953

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-agendized 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.

Special Presentations, Reports, Information

- 9.1 Special Presentations
 - 9.1.1 Syserco Solar and Energy Update – Representative from Syserco Energy Solutions, Inc.
- 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 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, Directors of MOT
 - 9.3.1 Business Services’ Report – Tammy Busch, Asst. Superintendent of Business Services
 - 9.3.1.1 ADA/Enrollment Report – Tammy Busch, Asst. Superintendent of Business Services
 - 9.3.1.2 Monthly Financial Report – Tammy Busch, Asst. Superintendent of Business Services
 - 9.3.1.3 Annual Developer Fee Report Presentation – Tammy Busch, Asst. Superintendent of Business Services
 - 9.3.1.4 Deferred Maintenance Plan – Tammy Busch, Asst. Superintendent of Business Services
- 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
 - 9.4.2 California Assessment of Student Performance and Progress (CAASPP) Data Information and Presentation - Nancy Vielhauer, Asst. Superintendent of Educational Services
- 9.5 River Delta Unified Teacher’s Association (RDUTA) Update – Chris Smith, RDUTA President
- 9.6 California State Employees Association (CSEA) Chapter 319 Update – Patty DuBois, CSEA President

10. Consent Calendar

- 10.1 Approve Board Minutes
 - Regular Meeting of the Board, October 10, 2023
 - Special Meeting of the Board, October 21, 2023
- 10.2 Receive and Approve Monthly Personnel Reports
 - As of November 14, 2023
- 10.3 District’s Monthly Expenditure Report
 - October 2023
- 10.4 Request for Melody Greco, Riverview’s Leadership Teacher, to Attend the California Association of Directors of Activities (CADA) Annual State Convention in Reno, NV on March 6-9, 2024 – Marcy Rossi, Principal
- 10.5 Request to Approve the Addition Funding to the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest Central Valley) for the 2023-2024 School Year, the additional cost not to exceed \$100,000 Special Educational Funds – Tracy Barbieri, Director of Special Education
- 10.6 Request to Approve Request to Approve the Overnight Field Trip for Walnut Grove Elementary School 6th Grade Students to Attend the Sly Park Environmental Science Camp from May 13 through May 17, 2024 – Gabino Perez, Principal Walnut Grove Elementary
- 10.7 Request to Approve the Fundraising Events for D.H. White Elementary School, Proceeds to benefit the 6th Grade Science Camp Fieldtrip– Jennie Gornto, D.H White Elementary School Principal

- 10.8 Request to Approve for Services by Delta Tree Services to Provide Multiple Tree Trimming Services at Bates Elementary School and District Property in Courtland – Tammy Busch, Asst. Superintendent of Business Services
- 10.9 Request Approval for Pacific SouthWest to Replace the Irrigation Pump and VFD at D. H. White Elementary School at a cost of \$10,589.75, Maintenance and Operation Funds – Tammy Busch, Asst. Superintendent of Business Services
- 10.10 Donations or Receive and Acknowledge

Riverview Middle School

Lira’s Supermarket – Miscellaneous snacks approx. value \$80
 Debra Epner – Paper and Art Supplies

Isleton Elementary School – 6th Grade Sly Park Science Camp

Ramos Oil - \$510
 Manny’s Barzzeria - \$510
 Isleton Elementary School PTA - \$1,000
 Lira’s Supermarket - \$255
 F & M Bank – \$1,020
 Gornto Ditching - \$255

Isleton Elementary School

Anonymous - Pumpkins for all Students

D.H. White Elementary School – 6th Grade Sly Park Science Camp

Jim McPherson - \$255
 Anonymous - \$3,850
 Mayhood Ranches - \$1,020
 Patricia & Joseph Huyssoon - \$255
 Montezuma Fire Department - \$1,020
 Rotary International of Rio Vista - \$510

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 set and approve the scheduling of the Annual Organizational Meeting of the Board of Trustees of the River Delta Unified School District for Tuesday, December 12, 2023 with the Open Session beginning at 6:30 pm at the Rio Vista High School Theater – Katherine Wright, Superintendent

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

- 12 Request to Approve the First Reading of the Updated or New Board Policies, Administrative Regulation and or Exhibits Due to New Legislation or Mandated Language and Citation Revisions as of September 2023 and Special Revisions as of October 2023 – Katherine Wright, Superintendent

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

- 13 Request to Apply for the Three Year First 5 of Sacramento Renewal Grant Application in the Amount of \$465,000 to Fund the First 5 School Readiness Program – Gabino Perez, Principal

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

- 14 Request to Approve the Variable-Term Waiver as Authorized by the Commission on Teacher Credentialing for 2023-2024 School Year for Kimberly Anderson– Katherine Wright, Superintendent

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

- 15 Request to Approve the Short-Term Staff Permit (STSP) as Authorized by the Commission on Teacher Credentialing for 2023-2024 School Year for Jeff Pearson and Emily Eustachy – Katherine Wright, Superintendent

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

- 16 Request to Amend and Restate the Joint Use Agreement Between the Sacramento Public Library Authority and the River Delta Unified School District Regarding the Use of District Property for the Courtland Library Operations and the Isleton Library Operations – Tammy Busch, Asst. Superintendent of Business Services

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

- 17 Request to Approve the Memorandum of Understanding Between California State Employees Association (CSEA) Chapter 319 and River Delta Unified School District Regarding Increase to the Article 16: Pay Allowances and Article 17: Health and Welfare Benefits Contribution in accordance with RDUSD Approval of the River Delta Unified Teachers Association (RDUTA) Tentative Agreement on October 10, 2023 – Katherine Wright, Superintendent
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
- 18 Request to Approve Resolution #856 to Pay Absent Board Member Marilyn Riley Due to Family Illness or Injury from the September 12, 2023, Regular Meeting of the Board of Trustees – Board President Lamera
Motioned: _____ Second: _____
Roll Call Vote:
Member Stone ___; Member Jelly ___; Member Riley ___; Member Casillas ___; Member Apel ___; Member Mahoney ___; Member Lamera ___; Vote: _____
- 19 Request to Approve the Agreement with Cooperative Strategies to Provide a Commercial/Industrial and Residential Development School Fee Justification Study, cost not to exceed \$12,500 – Tammy Busch, Asst. Superintendent of Business Services
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
- 20 Request to Approve the Lease Agreement with Mobile Modular to Provide Temporary Interim Housing Portables for Riverview Middle School – cost not to exceed \$414,010, Measure J Bond Funds – Tammy Busch, Asst. Superintendent of Business Services
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
- 21 Request to Approve the Contract with F3 & Associates, Inc. to Provide Professional Land Surveying Services (Topographic Survey, Topographic Survey Map, Utility Locating) for the Riverview Middle School Temporary Interim Housing Portable Project - \$11,520, Measure J Bond Funds – Tammy Busch, Asst. Superintendent of Business Services
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
- 22 Request to Approve the Proposal from Wilson Architecture for Design Services for the Riverview Middle School Temporary Interim Housing Portable Project - \$54,700, Measure J Bond Funds – Tammy Busch, Asst. Superintendent of Business Services
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
- 23 Request to Approve the Proposal from Wilson Architecture for Design Services through DSA Approval for the Fencing Projects at Rio Vista High School and Isleton Elementary School, \$24,200, Measure J Bond Funds – Tammy Busch, Asst. Superintendent of Business Services
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
- 24 Approve to Approve the Delta High School/Clarksburg Middle School Septic System Replacement Project - \$58,000 Deferred Maintenance Funds - Tammy Busch, Asst. Superintendent of Business Services
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
- 25 Request to Award a Contract to S&S Fencing Company for the Bates Elementary School Fencing Project – cost not to exceed \$24,990 Measure K Bond Funds – Tammy Busch, Asst. Superintendent of Business Services
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
- 26 Request to Approve Needed Repairs at the District Office, Including Roof, Exterior Stairs, Ceiling Tiles, Interior Painting and the Replacement of Two Windows - \$51,000 Routine Restricted Deferred Maintenance Funds - Tammy Busch, Asst. Superintendent of Business Services
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
- 27 Request to Approve Needed Repairs at the Rio Vista High School Workshop, Including Leaking Skylights, Electrical and Dust Collection Systems - \$35,842 Measure J Bond Funds - Tammy Busch, Asst. Superintendent of Business Services
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
- 28 Request to Approve the Joint Use Agreement Between the City of Rio Vista and River Delta Unified School District Related to Use of City and District Facilities – Katherine Wright, Superintendent
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
- 29 Request for Future Board Agenda Items from Board Members – Board President Lamera
Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
- 30 Re-Adjourn to continue Closed Session, if needed
- 31 Report of Action taken, if any, during continued Closed Session (Government Code Section

32 Adjournment

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

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

AFFIDAVIT OF NOTICING AND POSTING:

I, Jennifer Gaston, Executive Assistant to the Board of Trustees, declare that a copy of this Regular Meeting Agenda/Notice was posted in the bulletin board in front of the District Office and that the Board of Trustees Members, District administrative offices and schools, the community libraries were provided notice or caused to be provided notice via fax, e-mail and/or hand delivery on Friday, November 10, 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:

November 14, 2023 ♦ Closed Session 5:35pm Clarksburg Middle School • Clarksburg, CA

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

A Closed Session will be held beginning at 5:35 p.m. on November 14, 2023, at Clarksburg Middle School, Clarksburg, California (which is prior to the full Open Session). Any formal action taken by the Board will be reported in the Open Session of this regular meeting of the Board of Trustees [Government Code Section 54957.1]. As needed, this Closed Session may be reconvened following the full Open Session. Any formal action taken by the Board will be reported in Open Session prior to adjournment.

4. CLOSED SESSION

4.1 Student Record Appeals [Education Code Section 49070 (c)].

- 4.1.1 Student Appeal Case 2324-311-001
- 4.1.2 Student Appeal Case 2324-311-002
- 4.1.3 Student Appeal Case 2324-311-003

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

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

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

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2023

Attachments: _____

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

Item Number: 9.1.1

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

SUBJECT:

Presentation from Syserco regarding Solar Project Development

BACKGROUND:

The Board of Trustees approved a letter of intent with Syserco Energy solutions to Conduct Solar Feasibility analysis and complete interconnect applications with PG&E.

STATUS:

The presentation will provide information on the Solar Project Development.

PRESENTER:

Nate Schlegel or Representative of Syserco and Tammy Busch, Asst. Supt. of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

RECOMMENDATION:

Receive the presentation from Syserco regarding Solar Project Development

Time allocated: 10 minutes

ENERGY SERVICES PROPOSAL – EXHIBIT A

Prepared for the River Delta Unified School District



Date Submitted:

Nov 14, 2023

Presented by:

Syserco Energy Solutions, Inc.

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Executive Summary

River Delta Unified School District (District) selected Syserco Energy Solutions, Inc. (SES), a qualified Energy Services Company, to develop a District-wide, comprehensive energy services project. The process of developing the energy conservation measures (ECMs) for the District involved performing an Investment Grade Audit (IGA) at the majority of the District-owned facilities. The IGA established a historical energy and utility baseline and identified a comprehensive list of ECMs that would provide the best overall value to the District.

We are pleased to present the following energy efficiency and facility enhancement project to the District.

The primary goals of this project are:

1. Reduce energy consumption across District-owned infrastructure.
2. Reduce the District’s ongoing utility and operational costs.
3. Reduce overall District greenhouse gas emissions (GHGs).
4. Upgrade aging infrastructure by improving efficiencies of existing equipment and systems.
5. Create safer and more comfortable conditions for District staff and the general public.

The following table is the firm-fixed Project Cost and estimated utility and operational savings.

Total Project Cost	\$15,380,628*
Investment Tax Credit (IRA ITC) (Est.)	\$2,196,615**
Energy Community Tax Credit Bonus (Est.)	\$305,035**
CALSHAPE HVAC and PLUMBING Grant	\$1,004,970**
SMUD Incentives (Est.)	\$21,936**
Net Project Cost	\$11,816,846
Year 1 Energy Savings	\$587,043
Year 1 Operational Savings	\$102,456
Year 1 Total Savings	\$680,499

30-YEAR CUMULATIVE SAVINGS*** = \$28,474,526

**Pricing assumes the Board of Trustees approves this project at a regularly scheduled public hearing in calendar year 2023, public notice of which is given at least two weeks in advance. Pricing may be subject to change if the approval is delayed.*

***Values are estimated and not guaranteed.*

****Projected energy reduction and cost avoidance figures are calculated based upon existing building occupancy, operation, and stipulated assumptions of performance. All calculations are based upon industry best practices and methodologies. Based on 5% estimated annual utility cost escalation and 3% annual operational cost escalation.*

Section 1 – Introduction

We are pleased to present this Energy Services Proposal (proposal) to River Delta Unified School District (District) for the purpose of implementing the recommended renewable energy measures and energy conservation measures (ECMs) at the District’s various facilities.

The intent of this proposal is to summarize the project scope of work, cost, and savings for a comprehensive Energy Services project. The project will result in updated existing systems, improved occupant comfort, reduced utility consumption, and ongoing operational cost reduction. By implementing this self-funding project, the District will avoid future capital cost requirements and minimize the impact on the District’s future Capital Improvement Plan (CIP) budgeting requirements.

To develop the recommended project, our experienced energy engineers, project managers, and project developers examined existing systems and equipment through a detailed energy and operational audit of the District’s facilities to determine the full potential for savings. This proposal is a culmination of our audit findings, recommended measures, infrastructure enhancements, operational savings, and overall cost reductions. We have investigated multiple means for accomplishing this goal, including retrofitting equipment or installation of new devices and employing enhanced strategies to improve operational efficiency.

1.1 Approach

The project development process involved numerous site visits, interaction with District administration and facilities staff, a detailed analysis of existing equipment and systems, current utility consumption, and any available logs and profiles of equipment. Studies of energy usage, operating conditions, and interviews with the facility personnel have been valuable sources of information, contributing greatly to this effort. We have taken into consideration the input provided by District staff have integrated the various infrastructure needs of the District through the proposed ECMs.

Section 2 – Scope of Work

2.1 Energy Conservation Measure (ECM) Summary

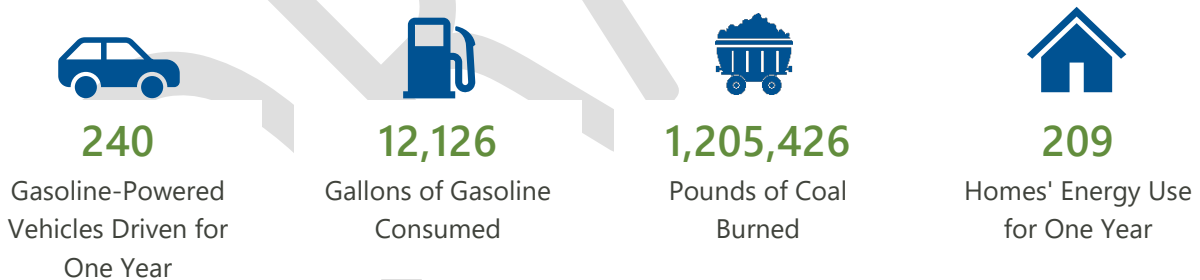
For the detailed scope of work descriptions please refer to the “2.5 ECM Descriptions and Detailed Scopes of Work” section.

The following tables show the description of energy savings and GHG Reduction.

Site Name	Elec Savings (kWh/yr)	Gas Savings (therms/yr)	Elec Cost Savings (\$/yr)	Gas Cost Savings (\$/yr)	Total Cost Savings (\$/yr)
Delta High School - Main Meter	452,640	193	\$128,222	\$239	\$128,461
Delta High School - Old Meter	0	0	\$0	\$0	\$0
Delta High School - Pump and Lights	0	0	\$0	\$0	\$0
Clarksburg Middle School	92,055	9	\$32,526	\$11	\$32,537
Bates Elementary School	270,940	178	\$30,694	\$0	\$30,694
Walnut Grove Elementary School-South Meter	287,024	45	\$29,788	\$0	\$29,788
Walnut Grove Elementary School-North Meter	27,945	43	\$4,713	\$0	\$4,713
Isleton Elementary School	165,718	629	\$47,541	\$801	\$48,343
DH White Elementary School	356,698	66	\$104,697	\$0	\$104,697
District Office	18,337	32	\$6,908	\$44	\$6,952
Rio Vista High School	554,339	407	\$152,391	\$511	\$152,902
Rio Vista High School - Sports Lighting	4,475	0	\$1,513	\$0	\$1,513
River View Middle School	139,861	99	\$40,747	\$132	\$40,879
Totals	2,370,032	1,701	\$579,740	\$1,738	\$581,478

Site Name	Total Emissions Savings (mtCO ₂ /yr)	Gas-Powered Vehicles Driven per year	Gallons of Gasoline Consumed	Pounds of Coal Burned per year	Homes Energy Use for one year
Delta High School - Main Meter	205	46	23,054	229,434	40
Delta High School - Old Meter	0	0	0	0	0
Delta High School - Pump and Lights	0	0	0	0	0
Clarksburg Middle School	42	9	4,671	46,481	8
Bates Elementary School	123	27	13,837	137,707	24
Walnut Grove Elementary School-South Meter	130	29	14,572	145,022	25
Walnut Grove Elementary School-North Meter	13	3	1,442	14,350	2
Isleton Elementary School	78	17	8,774	87,322	15
DH White Elementary School	161	36	18,116	180,288	31
District Office	8	2	948	9,437	2
Rio Vista High School	252	56	28,336	281,999	49
Rio Vista High School - Sports Lighting	2	0	227	2,257	0
River View Middle School	64	14	7,147	71,127	12
Totals	1,076	240	121,126	1,205,426	209

For comparison, 1,076 metric tons of Carbon Dioxide (CO₂) is equivalent to greenhouse gas emissions from:



The projected energy reduction and cost avoidance figures were calculated based upon existing building occupancy, operation, and stipulated assumptions of performance. Legacy utility billing was derived from District-generated reports and data provided directly by Pacific Gas and Electric (PG&E) and Sacramento Municipal Utility District (SMUD). All calculations are based on industry best practices and methodologies.

2.1.1 Energy Tax Savers Services

SES will be responsible for the following support to the District:

Federal Investment Tax Credit

- Work with District to prepare all documentation required for pre-filing.
- Assist District in pre-filing
- Work with District to prepare all documentation required for filing.
- Assist District in filing

Energy Community Tax Credit Bonus

- Work with District to prepare all documentation required for pre-filing.
- Assist District in pre-filing
- Work with District to prepare all documentation required for filing.
- Assist District in filing

Delivery of these services is predicated on District providing all requested documentation and any follow-up documentation requested. The parties recognize that achievement of these tax benefits requires cooperation from third party designees, the facilities and Business Operations / Finance departments of District. SES will facilitate this cooperation, provide advice throughout the process, and provide IRS audit documentation, verifying all submissions related to the Inflation Reduction Act, as needed, and providing any further calculations requested.

DRAFT

2.2 Clarifications & Exclusions

2.2.1 Clarifications

All work will be performed during regular work hours unless otherwise stated. SES will work closely with District staff to identify work areas that may require after-hours work. We will review the project schedule with District to ensure mutual agreement is reached regarding site access and District-approved work in occupied spaces.

All field craft labor will comply with prevailing wage requirements and current California Department of Industrial Regulations (DIR) standards.

All existing field sensors, valves, actuators, conduit, and wiring will be reused unless specifically stated otherwise.

The District shall provide all required static IP addresses and Ethernet drops for equipment, as applicable and required.

All structural engineering related to the support of mechanical or electrical equipment as identified in this proposal is included; all other structural work is excluded.

The District shall provide a laydown and storage area during the construction period.

All existing curbs/sleepers for rooftop equipment and support structures are assumed to be in good condition and structurally adequate.

All permit drawings required for the execution of the work are included.

It is assumed that the existing piping isolation valves are working properly and are not leaking.

The District shall provide electrical power to operate electrical construction tools and equipment.

This proposal is based on reusing existing electrical circuits unless otherwise stated in the detailed scope of work.

It is assumed that proper grounding exists for all electrical equipment.

Pricing is based on a single-phase project. Multiple phases or extensions to the proposed schedule may constitute a change in the scope of work and the project schedule.

A one (1) year warranty from date of individual ECM substantial completion is included.

The District will provide SES with two (2) sets of master keys during the construction period.

2.2.2 Exclusions

Provision of temporary heating, cooling, fans, and domestic water.

Any repair work for existing systems beyond that which is stated in the ECM scope of work or resolving existing code violations. All existing equipment is assumed to be in good working order and meet code requirements.

Work or other performance requirements shown in any other documents which are not stated in this proposal.

Fire and life safety system programming or related work.

Hazardous material abatement.

2.3 Extent of Subcontracting

We may subcontract portions of work related to this contract to licensed and qualified companies including equipment installation, start-up, and training.

2.4 Project Schedule

As a predecessor milestone, the initial construction schedule start date is based on the execution of the contract. The projected overall project implementation schedule will be developed by our project manager and reviewed with District staff during the construction kickoff meeting.

2.5 ECM Descriptions and Detailed Scope of Work

2.5.1 Introduction

As a result of our project development work, a number of ECMs have been identified to meet the specific needs of each facility. ECM identification and selection is the result of our detailed review of the sites, in conjunction with the District's building plans, specifications, equipment arrangements, and interviews with District staff. These ECMs are intended to enhance the efficiency of the buildings through new equipment and repair, retrofit, and reprogramming of the various systems in each building.

The following section is a detailed description of each proposed ECM. Each description includes the existing conditions, general intent, the benefits of each ECM, impacted equipment, and the detailed scope of work.

2.5.2 Detailed Scope of Work for Energy Efficiency Project

3.0 – Building Automation ECMs

ECM 3.02 – Building Management System Upgrades

General Intent

The District currently employs two (2) central plant systems. Isleton Elementary contains one (1) central plant that operates under an Alerton Direct Digital Controls (DDC) system. After interviewing staff, SES learned that they are unable to access the controls scheduling via the desktop server. This causes the system to operate inefficiently at all hours of the year. Walnut Grove contains the second central plant system that operates under an antiquated pneumatic controls system. After reviewing historical electrical demand interval data, we were able to determine that the system inefficiently operates the south building. The chiller and electrical resistance heaters operate simultaneously which causes demand to spike in the winter months.

Isleton Elementary School is to receive an upgraded Alerton controls platform with new demand-controlled ventilation (DCV) for all spaces. This will allow the system to reduce demand when the independent zones are unoccupied.

Walnut Grove will receive an all new Alerton controls system in place of the old pneumatic controls system to match Isleton’s control platform. Walnut Grove’s control valves are believed to have asbestos insulation surrounding all piping which will require **abatement**. This is not covered by Syserco Energy Solutions and will require the district to abate all asbestos in working areas before SES starts work.

ECM Benefits

This upgrade initiative represents a significant advancement for the District's mechanical controls system, transitioning it to the latest technology. By adopting an open-source controls platform, this modernization enables District staff and maintenance contractors to have convenient access to alarms and sensors, streamlining the troubleshooting process for any potential issues. This forward-thinking measure empowers the District to efficiently monitor and manage its mechanical systems, ensuring optimal performance and timely resolution of maintenance concerns.

Impacted Equipment

Isleton Elementary School

Replace existing Alerton BCM global controller with an ACM

16 – (UVC-1 thru UVC-16) Replace existing MS-II zone sensors with MS4-THC

16 – (UVC-1 thru UVC-16) Enhance existing program to include CO2 based Demand Control Ventilation (DCV)

2 – (Gym – MP East Side) Unitary controllers, combination zone temperature/humidity/CO2 sensor with LCD, supply air temperature sensors, fan status current switches, hot water temperature control valves and economizer actuators

2 – (Stage – MP West Side) Unitary controllers, combination zone temperature/humidity/CO2 sensor with LCD, supply air temperature sensors, fan status current switches and hot water temperature control valves

1 – (MP Hot Water System) System controller, boiler enable, strap-on hot water supply & return water temperature sensors, heating hot water pump enable & status monitoring, hot water temperature control valve, heat exchanger hot water pump enable & status monitoring and control panel

1 – (Domestic Hot Water) Domestic hot water pump enable and hot water tank temperature sensor

- Note: Temperature sensor to be installed in existing well.

2 – (Locker Room Cabinet Heater) Unitary controllers, stainless steel zone temperature sensors and temperature control valves

2 – (Locker Room Exhaust Fan) Exhaust fans enable via Alerton BAS

CEC approved Economizer Fault Detection and Diagnostics (FDD) system for Alerton controlled economizers

Automated Demand Response (ADR) capabilities

Low voltage control transformers as required

All control wire and interlocks, at buildings, to be installed per state and local code

Site communication cable to be installed in existing underground conduits

Demo pneumatics to extent required for DDC replacement

Control system started and checked out for a complete and fully functional system

Includes performance verification of existing Alerton controlled chill water system and hot water system.

Engineering submittals, Programming, Graphics, As-Builts and O&M manuals

Walnut Grove Elementary School

Alerton global controller and temperature control panel

Software license capacity increase

Global outside air temperature sensor

9 – (Administration and Classrooms) Unitary controllers, combination zone temperature/humidity/CO2 sensors with LCD, supply air temperature sensors, fan status current switches, chill water temperature control valves and electric heat enables

2 – (Locker Rooms) Unitary controllers, stainless steel zone temperature sensors, supply air temperature sensors, fan status current switches, chill water temperature control valves and electric heat enables

1 – (Stage) Unitary controller, combination zone temperature/humidity/CO2 sensor with LCD, supply air temperature sensor, fan status current switch, chill water temperature control valve and electric heat enable

1 – (Gym) Unitary controller, combination zone temperature/humidity/CO2 sensor with LCD, supply air temperature sensor, fan status current switch, chill water temperature control valve, electric heat enable and economizer actuators

1 – (Chill Water System) – System controller, strap-on chill water supply & return water temperature sensors, chill water pump enable & status monitoring and control panel

CEC approved Economizer Fault Detection and Diagnostics (FDD) system for Alerton controlled economizers

Automated Demand Response (ADR) capabilities
Low voltage control transformers as required
All control wire and interlocks, at buildings, to be installed per state and local code
Demo pneumatics to extent required for DDC replacement
Control system started and checked out for a complete and fully functional system
Engineering submittals, Programming, Graphics, As-Builts and O&M manuals

Scope Specific Exclusions

Balance of pneumatics to be abandoned in place; Demo of pneumatic tubing, components, compressor, etc is excluded

Providing or installing any occupancy sensors or door switches

Any mechanical system service or component replacement

Providing, installing, monitoring or interlocking any smoke or carbon monoxide sensors (i.e. fire/smoke, unit duct, etc...)

Any trenching, backfilling or underground conduit

Any Ethernet network connections, Internet access or IT assistance

Any air or water test and balancing

Any asbestos or lead abatement

Any roof jacks, roof penetrations, access doors or associated work

Any labor performed outside normal business hours.

ECM 4.01 – Replace HVAC Equipment

General Intent

The HVAC systems throughout the District are considerably outdated. With the existing equipment reaching the end of its useful life, maintaining it has become increasingly challenging, leading to a notable decline in energy efficiency. However, the situation is about to see a remarkable improvement. Plans are underway to replace these aging systems with state-of-the-art, high-efficiency units that comply with Title 24 requirements. This upgrade will revitalize the functionality and comfort of both facilities while contributing to a more sustainable and environmentally friendly approach that will benefit the entire community.

ECM Benefits

This measure aims to achieve a comprehensive maintenance cycle for the HVAC equipment, ensuring optimal performance and operational efficiency of the systems. By implementing this approach, we can enhance the overall functionality and guarantee consistent and reliable HVAC operation. The list of equipment below was compiled by analyzing the district needs assessment performed in 2019, consulting with RGMK on what has already been completed or approved, and inspecting the existing conditions at each site.

Impacted Equipment

Site Name	# of Units Affected
Bates Elementary	10
White Elementary	1
Delta High School	11
District Office	3
Walnut Grove Elementary	3
Rio Vista High School	20
Totals	48

See Attachment A – HVAC Equipment List for list of equipment to be replaced.

Mechanical

Remove and properly dispose of existing RTUs in accordance with all state and local codes.

Provide and install new heat pump RTUs with minimum Title 24 efficiency.

Reuse existing equipment sleepers. Provide and install new sleeper drip cap.

Include crane pick and rigging.

Reconnect new RTUs to existing thermostat controls.

Provide pre- and post-air balancing to match existing air flows.

Provide pre-measure total supply air and total outside air. Post installation, total supply air will be balanced to original air volume. Outside air will be set to match Title 24 requirements.



All new duct to be insulated in accordance with Title 24 requirements as required for mechanical electrical and structural permits.

Provide and install new electrical disconnects and fuses.

Provide necessary engineering and project management for a complete turnkey system.

Provide as-built drawings, cut sheets/submittal package, O&M manual.

Provide pre- and post-installation photos for documentation.

Provide training to District facilities staff.

ECM 4.01 – CalSHAPE Ventilation – Assessment and Maintenance (A&M), Filters, CO₂ Sensors, and Contingency Repair

Existing Conditions and General Intent

There are standalone thermostats throughout the district. This measure will install new network-capable electronic thermostats with integrated CO₂ sensors. These will immediately meet the requirements of the CalSHAPE program, making the district eligible for grant funding.

ECM Benefits

SES will add networked thermostats with integrated CO₂ sensors to meet the CalSHAPE requirements. Additionally, units will be tested following the Assessment and Maintenance (A&M) pathway for the CalSHAPE program, and a new round of filters will be installed. Finally, after the completion of (A&M), SES will provide a list of eligible repairs and perform repairs up to the allocated contingency budget at each school.

Detailed scope breakout per school

School Name	Assessment & Maintenance	Filter Replacements	CO₂ Provision & Installation	Contingency Repair \$
<i>Bates Elementary</i>	21	40	21	\$9,320
<i>Clarksburg Middle School</i>	26	60	26	\$11,220
<i>White Elementary</i>	30	60	30	\$10,498
<i>Delta High School</i>	28	60	28	\$11,860
<i>Isleton Elementary</i>	8	20	8	\$4,860
<i>District Office</i>				\$-
<i>Walnut Grove Elementary</i>	12	28	12	\$6,260
<i>Rio Vista High School</i>	40	80	40	\$13,999



<i>Riverview Middle School</i>	46	52	26	\$9,098
<i>River Delta Community Day</i>	5	10	5	\$1,747
<i>River Delta High/ES (alternative)</i>	30	60	30	\$10,500
<i>Mokelumne High Continuation</i>	4	12	4	\$3,459
Total	250	482	230	\$92,821

CalSHAPE Ventilation Assessment and Maintenance (A&M) Details:

1. Verification of HVAC quantities and types on site prior to starting work.
6. Verification of ventilation rates in eligible spaces will be performed by qualified testing personnel.
7. Calculation of the required minimum outside air ventilation rates for each occupied space.
8. Measurement of outside air under Section B of California Energy Commission (CEC) form CEC-NRCA-MCH-02-A.
9. Verification of survey readings of inlets and outlets to ensure all ventilation is reaching the served zone and there is adequate distribution.
10. Verification of building pressure relative to the outdoors to ensure a proper level of positive pressure differential.
11. Verification of coil velocities and discharge air temperatures required to maintain desired indoor conditions.
12. Confirmation that the air-handling units are bringing in outdoor air and removing exhaust air as intended by the system design.

HVAC Assessment Report

Provide and submit an HVAC Assessment report that has been prepared by Qualified Testing Personnel or Qualified Adjusting Personnel. HVAC assessment report to include:

1. Name and address of school facility and person preparing and certifying HVAC Assessment Report
13. Documentation of HVAC equipment model number, serial number, and general condition of unit
14. Verification that MERV 13 filters have been installed or that the maximum MERV-rated filter that the system is able to effectively handle has been installed.
15. Verification of ventilation rates for eligible spaces.
16. Documentation of system deficiencies and recommendations for additional maintenance, replacement, or upgrades to improve energy efficiency, safety, or performance.
17. Name of the utility that provides electricity service and monthly electricity meter data.

Filter Replacement

1. Verification of filter quantities and sizes on site prior to ordering.
2. Replacement of existing filters with a minimum efficiency of MERV 13 or better in the HVAC systems where feasible.
3. Recommendations for additional maintenance, replacement, or upgrades to the above will be recorded in the HVAC Assessment Report.

Pelican Thermostats with CO2 Sensor

1. Set in (230) Pelican™ thermostats with integrated CO2 sensors.
2. Install Pelican Gateways (1 per campus) for the campus at location determined by District Information Technology representative
3. Provide training and advisement to District Maintenance and Operations Staff regarding Operation / Programming and provide system manual documentation

CalSHAPE Contingency Repairs – requires approval by the District

1. The CalSHAPE program has an allowance for “minor repairs” following the assessment and maintenance of each HVAC unit, the allowed amount per school is detailed in Attachment A, which may be subject to change after the completion of the assessment tasks. Contingency dollars cannot be transferred between schools.
2. SES will compile a list of needed repairs and costs, broken out by school, to present to the district for approval.
3. SES strongly encourages the district to set aside additional contingency money to cover repairs that the CalSHAPE Contingency Repairs allowance does not cover.

5.0 – Lighting ECMs

ECM 5.01 – Lighting Efficiency and Lighting Controls Update

Existing Conditions and General Intent

The existing lighting systems in the District’s buildings are a mix of original linear T8 fluorescent tubes, recessed can lights with two (2) and three (3) lamp CFL (compact fluorescent lights) pin lamps and LED (light-emitting diode) lighting. This measure will replace the existing lighting systems identified in the lighting audit with new LED lamps or fixtures as recommended. Additional controls will be integrated where identified.

ECM Benefits

By replacing the existing lighting systems with LED lighting, a full round of maintenance and longer system life will be realized, reducing energy consumption, and increasing light production. In addition CA AB2208 will ban the sale of all screw in and bayonet-based fluorescent lamps Jan 1st 2024 and all linear pin-based lamps Jan 1st 2025. This project will eliminate any future concerns regarding the sourcing of lighting for the district.

Impacted Equipment

Please see “Attachment B – Lighting Line-by-Line” for details.

Building Lighting

1. Project line-by-line lighting audit
2. Disconnect and reconnect line voltage.
3. Coordinate working periods to minimize occupant impact.
4. Clean all work areas of debris and dust after lighting work is completed.
5. Dry wipe all new and remaining lighting surfaces, assuring they are free of dust and debris.
6. Dispose of removed lighting material in accordance with state and local environmental regulations.
7. Provide necessary engineering and project management to complete a turnkey system.
8. Provide as-built drawings, cut sheets/submittal package, and O&M manual.
9. Provide pre- and post-installation photos for documentation.
10. Provide training to District facilities staff.

ECM 5.03 – Sports Lighting & Lighting Controls Update

General Intent

The District currently maintains existing sports lighting at Rio Vista High School. This lighting system utilizes high-wattage metal halide lamps and ballasts that are operated by an antiquated control system. The intent of this measure is to completely demo all metal halide fixtures and cross arms/cages and replace them with new high efficiency LED (light-emitting diode) fixtures and cross arms.

The District has asked to review feasibility of installing new sports lighting for playing fields at Delta High School where the current lighting does not meet IES standards. This project will entail removal of all

existing poles and lighting at Delta High School as well as construction of new poles, cross-arms, and fixtures and will need to receive full Department of State Architect (DSA) submittal and approval. The two (2) sports field lighting sites will be equipped with the same design and controls as existing sports fields to ensure cohesion between sites for facilities staff.

ECM Benefits

By replacing the existing lighting systems with LED lighting, a full round of maintenance will be realized along with a longer lamp life with reduced energy consumption and increased light production. New sports lighting for the existing parks will provide additional security, allowing residents to use the parks after hours for community events.

Impacted Equipment

Lighting systems identified:

Delta High School

Rio Vista High School

See Attachment C for Sports Lighting Designs

Sports Lighting Retrofit (Rio Vista High School)

Factory built, wired, aimed, and tested lighting system includes:

- Factory wired crossarm assemblies
- Remote electrical component enclosures
- Pole-length wire harnesses
- Factory aimed and assembled luminaires including BallTracker™ technology.
- UL listed as a complete system; disconnect and reconnect to existing line voltage

Light levels are designed to provide fifty (50) footcandles in the infield and thirty (30) footcandles in the outfield.

BallTracker™ technology provides targeted aerial light optimizing visibility of the ball in play with no glare for players.

Design summary:

- The lighting design for all fields at both parks is meeting 'Little League' light levels of fifty (50) footcandle average in the infield (2:1 uniformity), and thirty (30) footcandle average in the outfield (2.5:1 uniformity).

Product assurance and warranty program include materials and onsite labor, eliminating 100% of your maintenance costs for ten (10) years.

Control-Link® control and monitoring system provides remote on/off, dimming (high/medium/low) control, and performance monitoring with 24/7 customer support.

New Sports Lighting (Delta High School)

Factory built, wired, aimed and tested lighting system includes:

- Pre-cast concrete bases
- Galvanized steel poles
- Factory-wired and tested remote electrical component enclosures.
- Pole length factory-assembled wire harnesses
- Factory-aimed and assembled luminaires, including BallTracker® technology.
- UL listed as a complete system
- Enhanced corrosion protection

Light levels are designed to provide fifty (50) footcandles in the infield and 30 footcandles in the outfield.

BallTracker™ technology – targeted aerial light optimizing visibility of the ball in play with no glare for players.

Design Summary:

- The lighting design for all fields at both parks is meeting 'Little League' light levels of fifty (50) footcandle average in the infield (2:1 uniformity), and thirty (30) footcandle average in the outfield (2.5:1 uniformity).

Product assurance and warranty program that includes materials and onsite labor, eliminating 100% of your maintenance costs for twenty-five (25) years.

Control-Link® control and monitoring system to provide remote on/off, dimming (high/medium/low) control, and performance monitoring with 24/7 customer support.

Division of the State Architect (DSA) submittal.

6.0 – Building Envelope ECMs

ECM 6.01 – Building Envelope Sealing

General Intent

The exterior doors and exit stairwell doors have missing or damaged door sweeps and seals. This allows for air, water, and pest infiltration of the buildings. This infiltration can be reduced by repairing or replacing the door sweeps and seals of the exterior doors. Installing door sweeps on the interior exit doors will more adequately maintain occupied spaces. By properly insulating and sealing wall penetrations from pipes or other utilities, infiltration will also be reduced.

ECM Benefits

Reduced infiltration and conditioned air migration will reduce the amount of energy needed to maintain occupied spaces.

Impacted Equipment

See Attachment D for Building Envelope Summary

Envelope

Provide and install appropriate door sweeps and seals for all exterior exit doors.

Provide and install appropriate wall insulation sealant.

Provide necessary engineering and project management for a complete turnkey system.

Provide as-built drawings, cut sheets/submittal package, O&M manual.

Provide pre- and post-installation photos for documentation.

Provide training to District facilities staff.

11.0 – Renewable Energy Systems

ECM 11.01 – Solar Photovoltaic Systems

General Intent

The design of the new solar arrays was developed with an energy efficiency project to offset a significant portion of the District's electricity use and costs from local electric utilities (PG&E AND SMUD). Equipment location, identification, and selection is the result of our detailed review of the site, the District's building plans, specifications, physical equipment arrangements, and discussions with District staff. These new solar photovoltaic (PV) arrays are intended to reduce the annual true-up energy and cost consumption relative to the PG&E AND SMUD bills. The following is the detailed description of the intent, benefits, impacted equipment, design method, and construction methods.

This project will design, furnish, and install new solar PV carport structures over existing parking stalls and blacktop areas. These new systems, coupled with the energy efficiency measures which will be concurrently constructed, are intended to reduce the annual true-up energy consumption and cost relative to the electrical bills.



ECM Benefits

The District stands to gain significant benefits from this initiative, primarily by reducing its reliance on purchased electrical energy from the grid. Through the implementation of additional solar production onsite, the District will offset a substantial amount of electricity, resulting in a remarkable reduction in ongoing operational costs. Furthermore, this strategic move will secure the District with favorable Net Metering 2.0 solar electrical rates, which expired in April 2023. By taking advantage of these legacy rates, the District can foster long-term savings and promote a sustainable approach to its energy consumption, positively impacting both its financial bottom line and environmental footprint. The District will achieve the future goals in the Master Plan as well as provide shaded parking at numerous sites.

Impacted Sites

Site	Targeted PV Production (kWh)	Full Depth Casings Included?
Delta High School - Main Meter	410,572	Yes
Bates Elementary School	200,792	Yes
Walnut Grove Elementary School	204,855	Yes
Isleton Elementary School	111,575	Yes
DH White Elementary School	254,933	No
Rio Vista High School	358,034	No
River View Middle School	107,511	No

Solar PV Designs
Delta High School



Bates Elementary School



Walnut Grove Elementary School



Isleton Elementary School



DH White Elementary School



Rio Vista High School



DRAFT

Riverview Middle School



DR

Assumed Conditions

11. All work is to be performed during regular work hours (Monday through Friday, 7:00 a.m. – 5:00 p.m.)
12. All field craft labor will comply with prevailing wage requirements and current California Department of Industrial Relations (DIR).
13. The District shall provide all IT support required for the installation of solar PV software or interface system for this project.
14. All structural engineering related to the support of equipment as identified in this proposal is included. All structural work related to the construction of the canopy structures is included. All other structural work and/or upgrades are excluded.
15. The District will provide a laydown and storage area during the construction period.
16. All permit drawings required for the execution of the work are included.
17. The District will provide electrical power to operate electrical construction tools and equipment.
18. Pricing is based on a single-phase project. Multiple phases or extensions to the schedule may constitute a change in the scope of work and the project schedule.
19. Warranty from the date of Notice of Substantial Completion is included.
20. All carport solar PV structures shall include LED lighting, as required by code.
21. Carport Solar PV structural pier depths assumed at 12-foot per DSA pre-check design.
22. Full depth casings for structural columns included assuming existing ground water at following sites:
 - a. Delta High School
 - b. Bates Elementary School
 - c. Walnut Grove Elementary School
 - d. Isleton Elementary School

Design Phase

23. The solar PV schematic design aims to meet the targeted electrical production outlined in the conceptual design, which is provided in the technical documents for each site. It will be based on an accurate and detailed modeling of system production, consideration of shading analysis, and other site constraints using industry-standard tools. The design plans will include sufficient detail to analyze and discuss critical design decisions and the system size will be within the allowed footprint (or as agreed upon).
24. Design development and complete construction drawings of the solar PV and all ancillary work required for permitting and construction. Drawings shall fully describe all aspects of the construction work including fencing, directional boring/trenching, excavations, racking and mounting systems, electrical systems, signage, foundations, lighting, Americans with Disabilities Act (ADA), etc. We will provide electrical, structural, and all other required California licensed engineers and/or architects (Engineers of Record and Architect of Record) to provide a complete, stamped design set as required to permit and construct a complete energy project for the authority having jurisdiction (AHJ) submittal. The electrical construction drawings shall show and include all conduit below and above finished grade/finish. All plans and specifications must meet the approval of AHJ, the District, the

District's representative, local fire authority, and/or any other agency deemed as having jurisdiction over this project.

25. All design and engineering will follow the approved submittal process.

Construction Phase

1. Provision and Installation of the following:
 - a. PV racking
 - b. PV modules
 - c. PV inverters
 - d. Attachments/foundations
 - e. Data collection and online monitoring system with a five (5) year monitoring service subscription, five (5) years cellular service plan, and weather inputs such as irradiance, panel temperature, ambient temperature, and utility grade production reporting.
 - f. Interconnection work includes connection of the renewable energy system to the existing Main Switch Board (MSB). MSB is assumed to be suitable for the new energy system connection.
2. SES will provide the utility Interconnection Application (IA), process management, materials, and coordination for inspection from the local utility. The IA process includes a utility application review phase. The utility engineering review phase can result in additional costs not included or reasonably anticipated (as they can only be determined by the utility at the end of the IA process) upon execution of the contract.
3. SES will identify all ADA compliance issues that are directly associated with this project. SES is responsible for covered parking space ratios, signage, and any other compliance issues that are located under the footprint of any PV array canopy including canopies not located in parking lots. The cost of all other ADA compliance improvements outside of canopy areas (i.e., path-of-travel access issues that fall outside of the canopy footprint) is not known at this time and is therefore excluded from this scope of work but could be added as a change order at a later date.
4. SES' project manager will be assigned for the duration of the project through final completion and will facilitate regular coordination meetings (via conference calls or onsite visits, if necessary).

The assigned project manager will create project schedule with a District representative utilizing project constraints and information revealed during due diligence activities within the design and engineering phase.

The project schedule will include the following phases sequentially:

- a. Design, engineering phase
 - b. Permitting phase
 - c. Procurement phase
 - d. Construction phase
 - e. Commissioning phase
 - f. Close-out phase
5. SES will provide weekly reports for all work performed when onsite.

6. SES will coordinate with and support inspectors, the District, our team, and consultants during design, construction, commissioning, and close-out.
7. All work assumes normal subsurface and digging conditions.
 - a. SES anticipates ground water to affect structural pier foundations and have included full depth (12-foot) casings at the following sites:
 - i. Delta High School
 - ii. Bates Elementary School
 - iii. Walnut Grove Elementary School
 - iv. Isleton Elementary School
8. The District acknowledges that our team has not yet performed subsurface due diligence or a geotechnical engineering analysis and therefore make no representation of knowing the impact of the results of the geotechnical study upon the scope, cost, or schedule of the proposed project.
9. Any demo of existing softscape, hardscape, light standards that are required as a result of the installation of the energy projects will be the sole responsibility of our team.
10. SES will perform project commissioning including all associated tasks and documentation.
11. Final energy system as-built construction documents clearly conformed with all changes during construction shall be provided.
12. SES will provide a comprehensive set of closeout documents, including O&M manuals for each installed system.
13. SES will conduct training for District staff including orientation to the O&M manuals, systems, and safety procedures.
14. SES will secure laydown and storage facility at job site for all canopy materials and energy system equipment, and supplies including any required security.
15. SES will provide a legal toilet and handwashing facilities at all job sites.
16. SES will perform daily cleanup to "broom clean" conditions.
17. SES will return disturbed areas to pre-construction conditions including repair of all pavement/concrete, street sweeping, restriping, landscape restoration, irrigation restoration, equipment track marks, and scuffs on finished concrete surfaces.
18. SES will provide project closeout, inclusive of obtaining AHJ final inspection and closeout.
19. SES will provide a Stormwater Pollution Prevention Plan (SWPPP)

District Furnished/Performed Items

1. Any and all as built drawings or site-specific information necessary to effectively design, engineer and construct the renewable energy solution including but not limited to past site plans, underground private utilities, including irrigation infrastructure, permits for past work, etc.
2. Utility lines located / line location prior to construction.
3. Water as needed to complete the work. Construction services and, if it is required by the authority having jurisdiction, to fill any fire safety water tanks.

4. Provide and maintain a suitable good-weather Site access road that will accommodate heavy vehicles, deliveries, and service vehicles.
5. Site preparation including but not limited to vegetation removal, adequate grading, and soil compaction to SES Renewable energy solution specifications.
6. Provide a mutually acceptable construction staging and storage area(s) adjacent to project Site throughout the construction phase.
7. Unrestricted access to the Site during construction Monday through Friday, 6:00 a.m. – 6:00 p.m.
8. Lab of Record (LOR), Inspector of Record (IOR), and special inspections.

Exclusions

1. All ADA upgrades are excluded unless specifically included in the scope of work.
2. Any upgrades determined after due diligence after Contract Effective Date by the AOR will be managed through a contract change order.
3. Engineering, installation, and maintenance of permanent stormwater facilities and features if required by the AHJ, which includes the best management practice mitigations including but not limited to riprap, basins, inlet structures down inlet protections.
4. Multiple mobilizations.
5. Environmental engineering and/or any environmental/biological remediation.
6. Floodplain engineering and/or any alterations to site and materials to accommodate floodplains unless specifically included.
7. Service upgrades, electrical service equipment, or new services.
8. Changes to project design and implementation required to accommodate easements and/or rights of way not listed in the scope of work.
9. Environmental assessment, environmental impact reports, testing, and other reports not listed in the scope of work.
10. Any design or engineering related to flood plans and/or FEMA high-hazard floodplains.
11. All work associated with SWPPPs and Site stabilization.
12. Specialized environmental insurance.
13. Relocation and/or removal of any existing utilities (active or abandoned), inclusive of water, electricity, communication, data, cable TV, security systems, irrigation, etc.
14. Hazardous material surveys, testing, and/or monitoring.
15. Removal and/or disposal of any hazardous or contaminated materials.
16. Rock excavation and drilling.
17. Soft soil stabilization.
18. Dewatering drilled foundations and sleeving of foundations are excluded unless specifically included.
19. Removal/disposal of existing on-site trash and/or debris (inclusive of encountered underground trash or debris).
20. Corrosion-resistant materials (beyond standard galvanization).
21. Arc Fault Hazard Assessment.

- 22. Overcurrent protection coordination studies
- 23. Lab of Record (LOR), Inspector of Record (IOR), and special inspections.

Solar PV Software Interface

The system will provide data on the generation of the solar PV system. Local environmental conditions will be measured. The new monitoring system will be able to determine the total expected production of the solar PV system using the measured environmental conditions and the configuration of the as-built system. It will provide insight into the system’s health by measuring the actual production compared to the expected production.

12.0 – Electrical ECMs

ECM 12.01 – Power Transformer Replacement

Existing Conditions and General Intent

The existing power transformers located throughout District are dated and are simply not energy efficient. By replacing these with new high-efficiency transformers, the standby and low-load losses incurred by the transformers will be significantly reduced. Excess heat generated by the inefficient conversion of power will also be reduced, decreasing cooling demand.

ECM Benefits

By replacing the existing transformers, a full round of maintenance will be carried out on the equipment and the power in the building will be converted more efficiently, thereby reducing demand and energy load on the building.

Impacted Equipment

Site Name	Quantity of Transformers
Delta High School.	8
Rio Vista High School	3
DH White Elementary School	4
Total	15

Site Name	Baseline kVA	Quantity
Delta High School	75	3
Delta High School	112.5	4
Delta High School	150	1
Rio Vista High School	112.5	1
Rio Vista High School	150	1
Rio Vista High School	500	1
DH White Elementary School	45	1
DH White Elementary School	75	1
DH White Elementary School	150	1
DH White Elementary School.	225	1

Electrical

De-energize system and lock-out/tag-out

Disconnect and properly dispose of existing transformers.

Provide new transformers as per audit

Install new transformers

Include structural analysis as required

Confirm installation per manufacturer's specification.

Re-energize system and remove lock-out/tag-out.

Provide necessary engineering and project management to complete a turnkey system.

Provide as-built drawings, cut sheets/submittal package, and O&M manual.

Provide pre- and post-installation photos for documentation.

Provide training to District facilities staff.

Exclusions:

- Seismic calculations, floor plans, structural or electrical engineering or fees. This is a "like-for-like" replacement not requiring these services.
- Permits, plan check or Division of the State Architect (DSA) submittals. This is a "like-for-like" replacement not requiring plan checks or permits.
- New or additions to concrete pads or demo of any pads. The existing pads are assumed to be sufficient and will be re-used.
- Painting of conduits
- Emergency or temporary power during power outages or cut overs.
- Removal or cleaning of existing equipment or debris from work areas (electric rooms).
- Verification of loads served from each transformer.
- Verification that individual loads are energized after new transformers are installed (facilities to verify)
- Any sound, vibration, or ground tests
- Any pre or post transformer tests besides voltage and rotation tests.
- New grounding electrode or grounding electrode conductors. Existing grounding will be used.

Clarifications:

- Pricing reflects new transformers being installed in same locations as existing.
- Work may be performed during normal working hours, except where noted.
- Power will be shut down to the entire campus. The District is responsible for proper shutdown of any IT, refrigeration, fire/life/safety, security and alarms, or other equipment that may be affected by a power outage.

Water and Sewer Conservation ECMs

ECM 13.1 – Low Flow Water Fixtures

General Intent

There are inefficient plumbing fixtures that utilize domestic hot water at select District campuses. This ECM will replace all CalSHAPE eligible fixtures that yield therm savings with CalSHAPE compliant low flow fixtures.

ECM Benefits

By replacing this equipment, the District is utilizing CalSHAPE grant funding to upgrade all eligible fixtures to low flow, which will realize water and sewer savings across the District.

Impacted Equipment

Please see "Attachment E – Plumbing Scope" for details.

Plug Load ECMs

ECM 19.1 – Plug Load Controllers

General Intent

There are many devices that are plugged into wall outlets for power. This includes copiers, printers, projectors, TVs, portable air filters, water heaters/coolers, coffee machines, refrigerators, charging carts, etc. throughout the District. This equipment consumes electricity when not in use. When taken in aggregate the volume of stand-by electricity consumption adds notable and unnecessary cost. This measure will install plug load, end-device controllers, and centralized infrastructure to schedule, monitor, and control these devices for the purpose of reducing stand-by energy losses.

ECM Benefits

By turning this equipment completely off on a schedule the District can be sure that plugged in equipment is fully turned off each night, eliminating energy waste.

Impacted Equipment

Site Name	# of plug load controllers
Delta High School	37
Clarksburg Middle School	15
Bates Elementary School	24
Walnut Grove Elementary School	39
Isleton Elementary School	36
DH White Elementary School	50
District Office	8
Rio Vista High School	43
River View Middle School	37

Total	289
-------	-----

Plug Load Scope of Work Details

1. Provide and install virtual machine software to control the end devices. Each plug load controller will require an IP address.
2. Pre-install wireless network credentials and password to all new equipment
3. Provide and install plug load end devices as per the line-by-line audit.
4. Provide necessary engineering and project management for complete turnkey system.
5. Provide cut sheets/submittal package and O&M manual.
6. Provide owner/operator training.

DRAFT

Section 3 – Project Financials

3.1 Firm-Fixed Project Cost

Costs presented in this proposal are valid until December 31, 2023. If the Notice to Proceed is issued after December 31, 2023, we reserve the right to re-evaluate the project and make necessary modifications to the construction cost.

SES will provide a *Schedule of Values* that will include all costs related to the installation of the equipment. The *Schedule of Values* will be presented during the project construction kickoff meeting at the initiation of the project implementation phase.

Mobilization, project development, and engineering fee:

- The invoice will be presented upon mutual execution of the Energy Services Agreement and will be in the amount of 25% of the project's total value.

DRAFT

Attachment A – HVAC Equipment List

DRAFT

Attachment B – Lighting Line by Line

DRAFT

Attachment C – Sports Lighting Design

DRAFT

Attachment D – Building Envelope summary

DRAFT

Attachment E – Plumbing Scope

DRAFT

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2023

Attachments: X

From: Tammy Busch, Asst. Superintendent of Business Services Item Number: 9.3.1.1

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

SUBJECT: Monthly Enrollment and ADA Report (OCTOBER MONTH 3)

BACKGROUND:

Each month district staff compiles attendance and enrollment data for all school sites. The attached summary shows enrollment and ADA for 2022-2023 compared to current year 2023-2024.

STATUS:

District-wide enrollment **decreased by 44** students compared to the same month of school year 2022-23, decreasing from 1,781 to 1,737 (does not include Adult Ed).

District-wide enrollment **decreased by 7 students** compared to **last month from 1,744 to 1,737**. (Does not include Adult Ed)

District-wide attendance **decreased by 43 ADA** compared to the same month of school year, 2022-23, decreasing from 1,638 to 1,595 (does not include Adult Ed).

District-wide attendance **decreased by 18 ADA** compared to **last month, from 1,613 to 1,595** (Does not include Adult Ed)

PRESENTER:

Tammy Busch, Asst. Superintendent of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

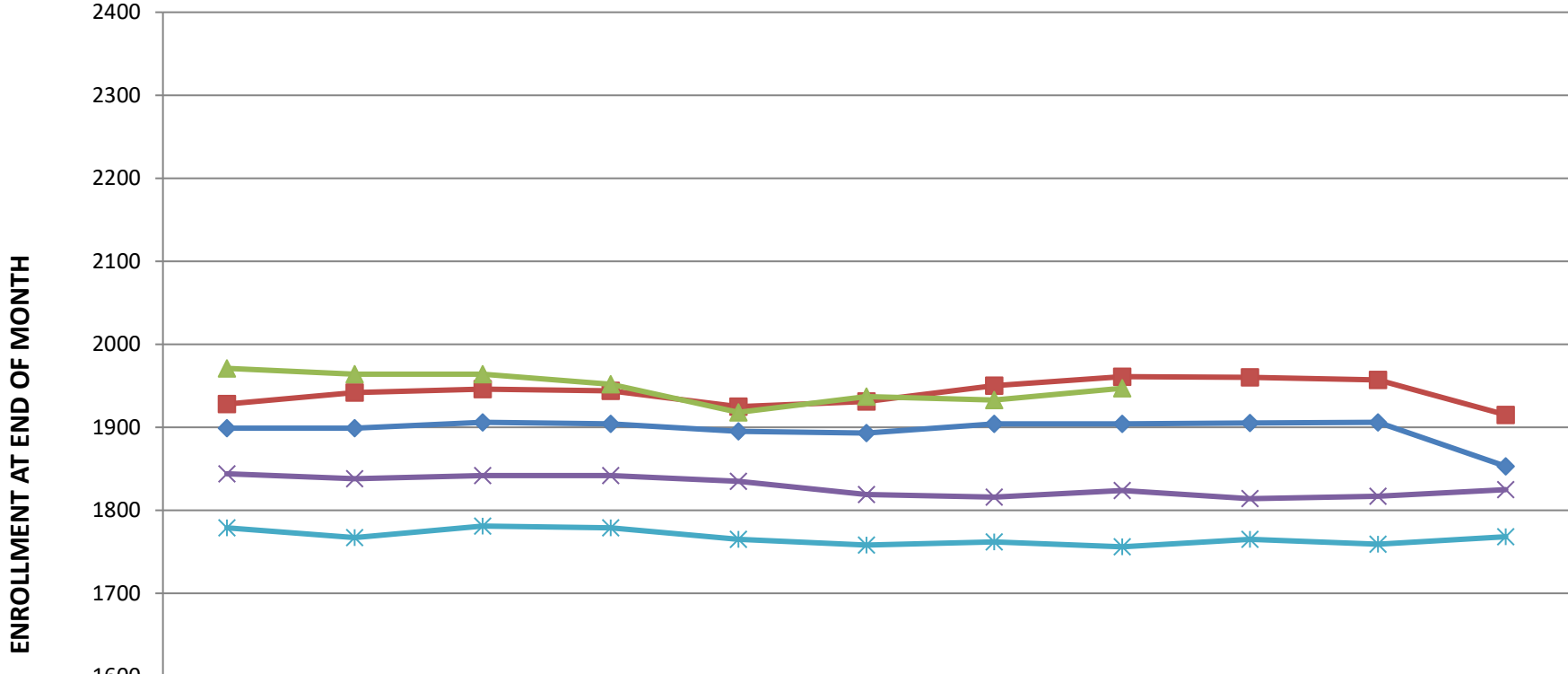
RECOMMENDATION:

That the Board receives the information presented

Time allocated: 3 minutes

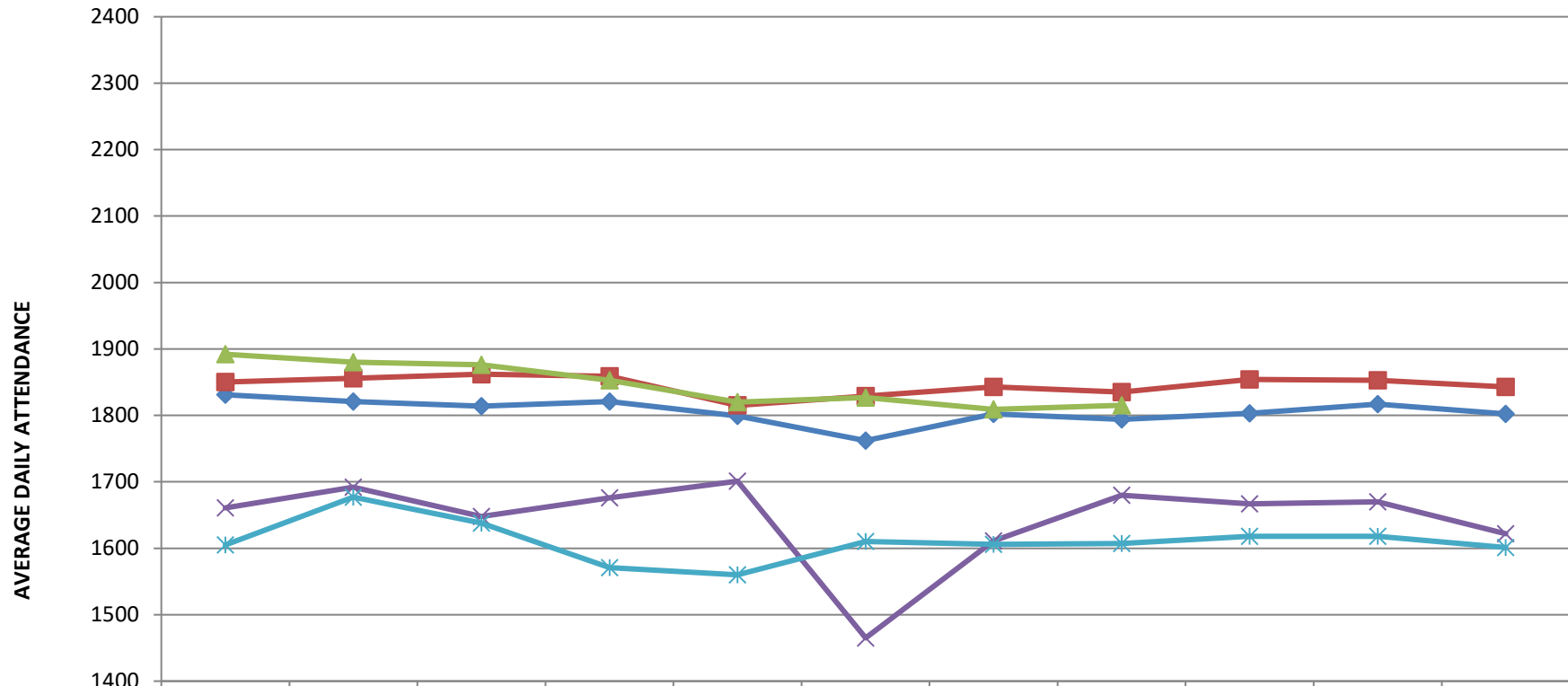
SITE		AUG	AUG	% of ADA		SEPT	SEPT	Incr/Decr	% of ADA	OCT	OCT	Incr/Decr	% of ADA
		22-23	23-24			22-23	23-24	From Pr Month		22-23	23-24	From Pr Month	
BATES	ENR	83	80	96.3%		83	79	-1	97.5%	83	79	0	96.2%
	ADA	78	77			79	77			79	76		
CLARKSBURG (7th & 8th Gr)	ENR	138	118	93.2%		137	119	1	93.3%	136	117	-2	94.9%
	ADA	123	110			129	111			130	111		
ISLETON	ENR	174	167	97.6%		178	181	14	91.7%	176	178	-3	95.5%
	ADA	161	163			166	166			165	170		
RIVERVIEW	ENR	168	158	93.0%		165	163	5	92.6%	165	158	-5	94.3%
	ADA	152	147			152	151			151	149		
WALNUT GROVE	ENR	156	141	95.0%		136	142	1	90.8%	153	141	-1	92.9%
	ADA	138	134			144	129			144	131		
D.H. WHITE	ENR	394	421	92.9%		398	424	3	93.2%	403	429	5	90.9%
	ADA	353	391			361	395			361	390		
ELEMENTARY SUB TOTAL	ENR	1,113	1,085			1,097	1,108	23		1,116	1,102	-6	
	ADA	1,005	1,022			1,031	1,029			1,030	1,027		
CLARKSBURG (9th Grade)	ENR	62	67	95.5%		64	68	1	92.6%	63	68	0	94.1%
	ADA	58	64			60	63			60	64		
DELTA HIGH	ENR	211	185	93.5%		206	183	-2	92.3%	204	183	0	93.4%
	ADA	185	173			193	169			192	171		
RIO VISTA HIGH	ENR	367	350	92.6%		367	349	-1	92.8%	365	346	-3	91.0%
	ADA	335	324			327	324			328	315		
HIGH SCHOOL SUB TOTAL	ENR	640	602			637	600	-2		632	597	-3	
	ADA	578	561			580	556			580	550		
Mokelumne High (Continuation)	ENR	1	8			4	8	0		4	10	2	
	ADA	0	3			41	5			2	5		
River Delta High/Elem (Alternative)	ENR	25	15			29	26	11		29	26	0	
	ADA	22	14			25	21			26	11		
Community Day	ENR	0	2			0	2	0		0	2	0	
	ADA	0	1			0	2			0	2		
TOTAL K-12 LCFF Funded	ENR	1,779	1,712			1,767	1,744	32		1,781	1,737	-7	
	ADA	1,605	1,601			1,677	1,613			1,638	1,595		
Wind River- Adult Ed	ENR	8	0			0	0	0		9	17	17	
TOTAL DISTRICT	ENR	1,787	1,712			1,767	1,744	32		1,790	1,754	10	

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	1779	1767	1781	1779	1765	1758	1762	1756	1765	1759	1768

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	1605	1677	1638	1571	1560	1610	1606	1607	1618	1618	1601

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2023

Attachments: X

From: Tammy Busch, Asst. Supe of Business Services

Item Number: 9.3.1.2

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

SUBJECT:

Monthly Financial Report

BACKGROUND:

Each month the Asst. Superintendent of Business Services 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:

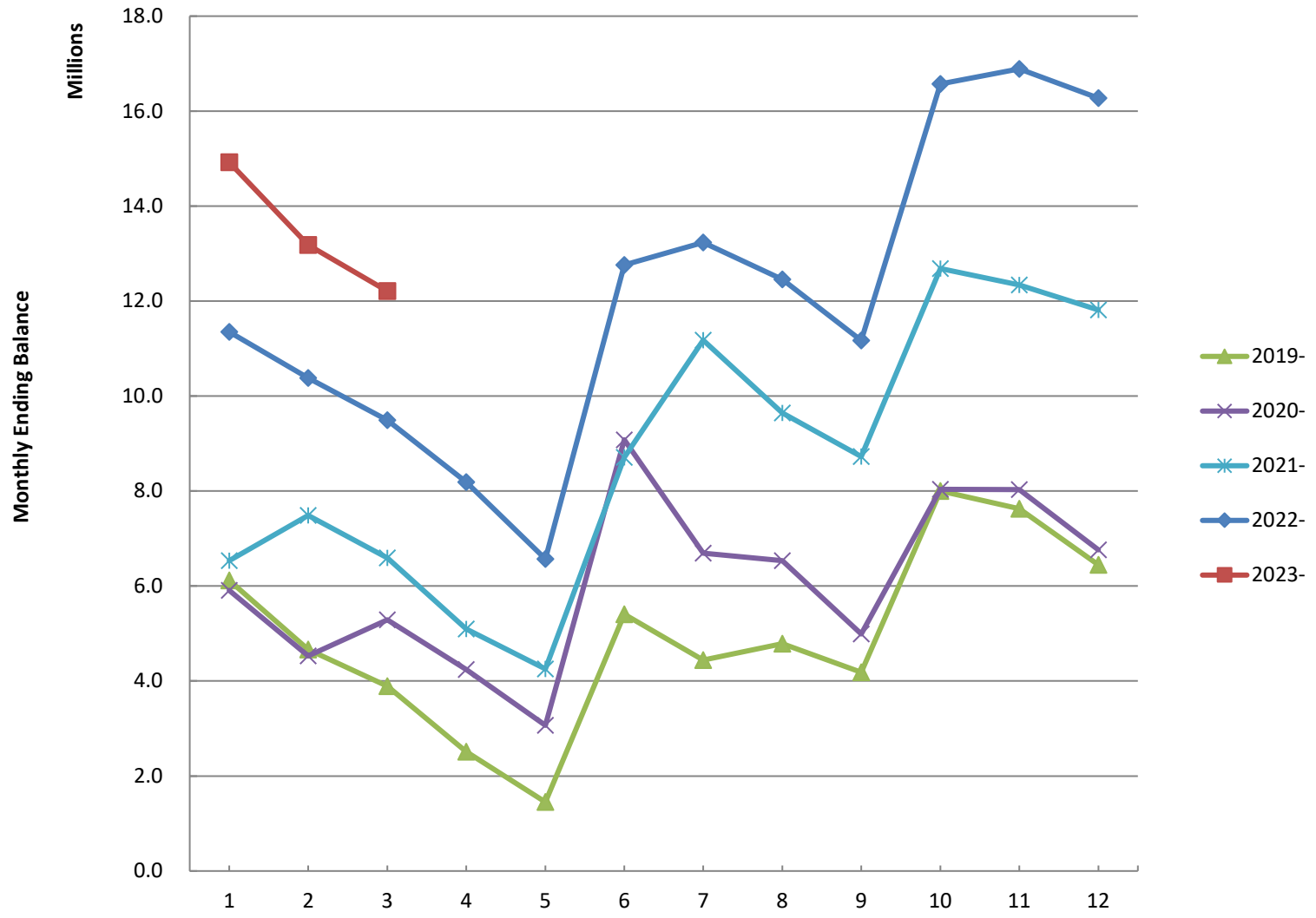
That the Board receives the Monthly Financial report as submitted

Time allocated: 2 minutes

River Delta Unified School District
 2023-24 Working Budget vs. Actuals Report
 October 31, 2023

Working Budget						Actuals thru: 10/31/2023					
	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	10,247,446	20,491,886	21,249,108	9,490,224	2,010,210	504,591	1,505,619	7.35%	7,030,782	33.09%	
Restricted	4,850,527	12,456,152	15,807,777	1,498,902	1,661,239		1,661,239	13.34%	2,606,487	16.49%	
Combined	15,097,973	32,948,038	37,056,885	10,989,126	3,671,449	504,591	3,671,449	11.14%	9,637,269	26.01%	
Other Funds											
Adult Ed. (11)	66,110	98,081	139,084	25,107	17,934		17,934	18.28%	21,000	15.10%	
Child Development (12)	(220)	478,777	478,777	(220)	281,500		281,500	58.80%	112,849	23.57%	
Cafeteria (13)	559,929	1,488,548	1,391,797	656,680	34,651		136,082	9.14%	261,543	18.79%	
Sp. Res-Other than Cap. Outlay (17)	42,016	400	-	42,416	-		-	0.00%	-	0.00%	
Bond Fund (21)	155,786	34,656	-	190,442	-		-	0.00%	-	0.00%	
Bond Fund- Measure J (22)	14,336,871	14,126,023	14,126,020	14,336,874	2,300,000		2,300,000	0.00%	1,718,109	0.00%	
Bond Fund - Measure K (23)	4,569,813	3,839,067	3,839,061	4,569,819	1,300,000		1,300,000	0.00%	1,325,075	0.00%	
Developer Fees (25)	1,173,383	123,785	121,399	1,175,769	28,910		28,910	23.36%	8,105	6.68%	
County School Facilities (35)	3,523	30	-	3,553	-		-	0.00%	-	0.00%	
Capital Projects (49)	930,330	351,100	6,100	1,275,330	-		-	0.00%	-	0.00%	

RIVER DELTA Monthly Cash Flow



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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2023

Attachments: X

From: Tammy Busch, Asst. Supt. of Business

Item Number: 9.3.1.3

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 2022-23 with \$1,114,452.01 in developer fees and ended the fiscal year with \$1,159,831.88

D. The amount of the fees collected and interest earned

The District collected \$57,704.05 in developer fees and earned \$13,344 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 2022-23, 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. This was paid in full 2022-23.

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 \$544,459.75 towards the Shea Home Bridge loan payment and is paid in full

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 2022-23

River Delta Unified School District
Annual Report of School Facilities Fees
2022-23 Fiscal Year

Capital Facilities Fund 25

Capital Facilities Fund 25						
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Beginning Balance, July 1	\$ 40,933.47	\$ 357,898.16	\$ 1,324,219.30	\$ 927,401.92	\$ 947,141.21	\$ 1,114,452.01
Revenue:						
Fees Collected	\$ 492,607.43	\$ 1,079,847.08	\$ 214,138.74	\$ 161,807.81	\$ 197,073.36	\$ 57,704.05
Interest	\$ 664.00	\$ 15,520.00	\$ 21,981.00	\$ 4,439.00	\$ 2,355.00	\$ 13,344.00
Contribution from General Fund	\$ 77,054.00	\$ 128,857.34	\$ 162,350.31	\$ 203,157.48	\$ 211,675.22	\$ 544,459.75
Other Revenue					\$ 38,990.58	\$ 70,143.80
Total Revenue	\$ 570,325.43	\$ 1,224,224.42	\$ 398,470.05	\$ 369,404.29	\$ 450,094.16	\$ 685,651.60
Expenditures:						
Shea Home Payment	\$ 201,074.76	\$ 201,074.76	\$ 201,074.76	\$ 201,075.00	\$ 201,074.76	\$ 574,426.16
Portable Lease Payment	\$ 50,238.48	\$ 56,828.52	\$ 55,870.37	\$ 54,516.56	\$ 58,526.12	\$ 61,085.57
Fee Refund	\$ 2,047.50					
Legal Fees					\$ 23,182.48	\$ 4,760.00
DH White Modular Project			\$ 538,342.30	\$ 91,353.44		
Total Expenditures	\$ 253,360.74	\$ 257,903.28	\$ 795,287.43	\$ 346,945.00	\$ 282,783.36	\$ 640,271.73
Ending Balance, June 30	\$ 357,898.16	\$ 1,324,219.30	\$ 927,401.92	\$ 949,861.21	\$ 1,114,452.01	\$ 1,159,831.88

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2023

Attachments: X

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

Item Number: 9.3.1.4

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

SUBJECT:

Present the Board with the River Delta Unified School District Five (5) Year Deferred Maintenance Plan 2022-2023 through 2027-2028

BACKGROUND:

The District has updated its five (5) Deferred Maintenance Plan and included in the plan is a Transportation Preventive Maintenance Plan. This plan will be a living document that will change as the needs of school sites and district as a whole change.

STATUS:

The District hasn't had an updated Deferred Maintenance Plan for a few years and a plan is required for multiple funding sources and or reimbursements.

PRESENTER:

Tammy Busch, Asst. Supt. of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

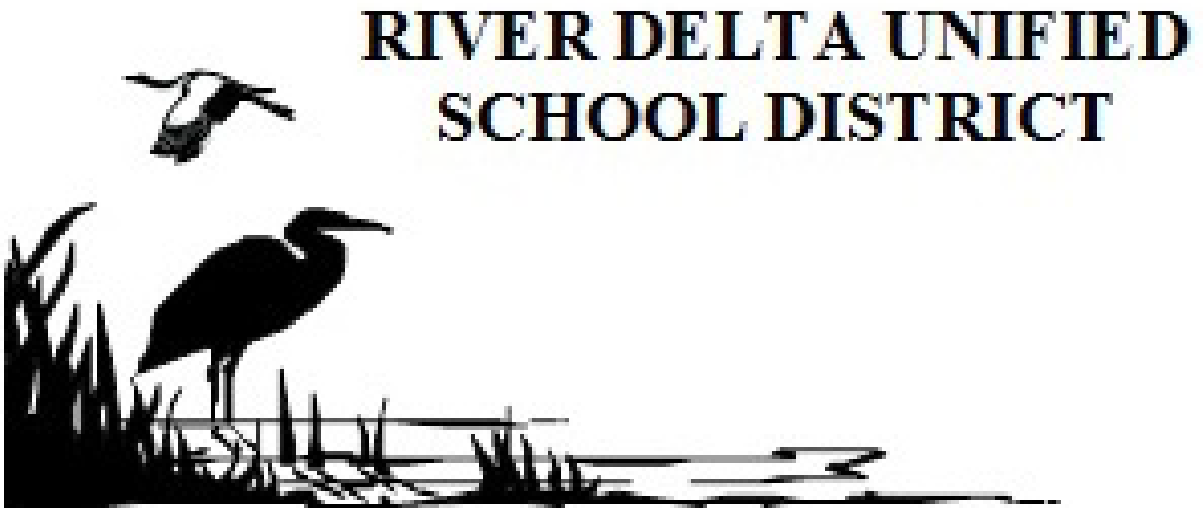
COST AND FUNDING SOURCES:

No Cost in creating a deferred Maintenance plan for the District.

RECOMMENDATION:

That the Board receives the Deferred Maintenance Plan as informational.

Time allocated: 5 minutes



**RIVER DELTA UNIFIED
SCHOOL DISTRICT**

River Delta Unified School District

Facilities Maintenance 5 year Plan

2022-23 to 2027-28

SECTION 1 – INTRODUCTION AND PURPOSE

The Facilities Maintenance Plan provides an overview of the maintenance of all buildings, grounds, equipment, for eight (8) sites and for the district office and other facilities.

In addition, it represents the Routine Restricted Maintenance Account, and Deferred Maintenance Accounts. Education Code Section 17070.75 requires school districts and county office of educations that participate in the State School Facility Program (SFP) to make all necessary repairs, renewals, and replacements to ensure that a project is at all times maintained in good repair, working order, and condition. This is accomplished by the establishment of a Routine Restricted Maintenance Account (RRMA) within the district’s or county office of education’s general fund for the exclusive purpose of providing funds for ongoing and major maintenance of school buildings.

Education Code Section 17070.75 requires a district or county office of education to deposit a specified amount in each fiscal year, for 20 years, when the SFP funds are received. Education Code Section 17070.77 requires school district or county office of education governing board to certify, as part of the annual budget process and beginning in the fiscal year in which the project is funded by the state, that it is following the plan adopted for completing major maintenance requirements. The term, “major maintenance” means all actions necessary to keep roofing, siding, painting, floor and window coverings, fixtures, cabinets, heating and cooling systems, landscaping, fences, and other items designated by the governing board of the school district and county office of education in good repair. The plan must include the following components:

1. Identification of the major maintenance needs for the project.
2. Specification of a schedule for completing the major maintenance.
3. Specification of a current cost estimate for the scheduled major maintenance needs.
4. Specification of the schedule for funding the scheduled maintenance needs.
5. Review of the plan annually, as a part of the annual budget process.
6. Availability for public inspection of the plan.

In the sections that follow, elaboration and details are provided for District’s long- range planning for school building maintenance. The District will continue to strive for improvement to the procedures and practices stated within the plan.

Facilities maintenance includes a great deal more than keeping the grounds groomed and the rooms clean. The maintenance and operations staff have the responsibility for providing a safe and hygienic environment, for seeing to the facility’s security, for ensuring clean air and comfortable temperatures in buildings, and for managing water and waste control. The older the building, the more challenging these tasks can be.

There are typically five categories of maintenance. They are predictive, preventative, routine, emergency and deferred. The distinction between the categories are:

Predictive Maintenance – This includes forecasting the failure of equipment based on its age, user demand, and various performance measures. Predictive Maintenance is often accomplished using computers and advanced software, as well as consultants.

Preventative Maintenance – Is a planned program that includes lubricating, cleaning, painting, replacement of expendable parts and other activities designed to maintain the component as nearly as possible in its original condition.

Routine Maintenance – Includes activities that cannot be programmed or forecast to correct breakdowns. This could include unscheduled repairs to the heating and air conditioning systems, repair of roof leaks, responding to vandalism, etc.

Emergency Maintenance – This category includes activities that cannot be programmed or forecast, however, due to the nature of the breakdown, the repairs and corrections are considered an emergency.

Deferred Maintenance – Usually is maintenance work that has been deferred to a future budget cycle.

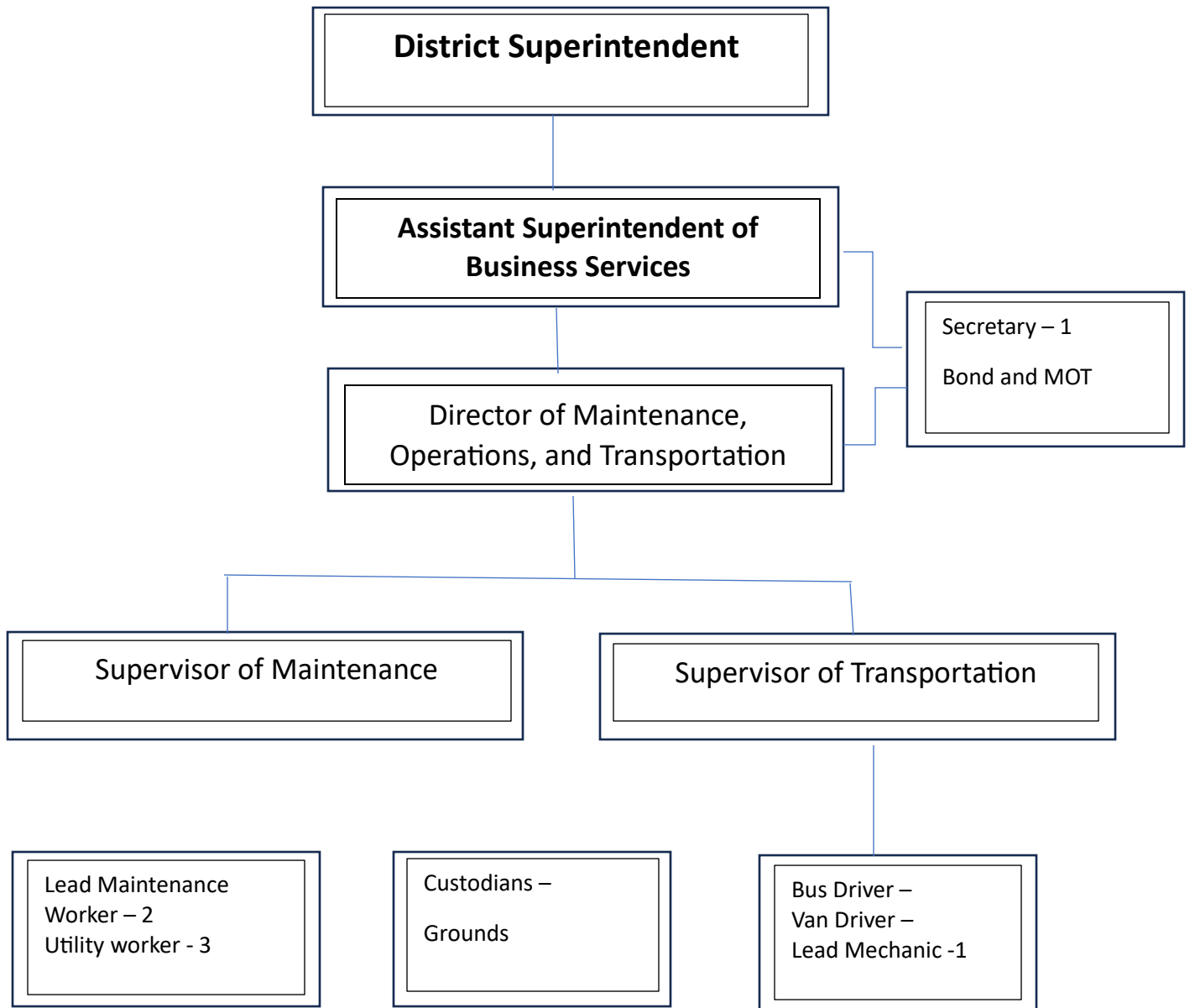
The overall objective of the maintenance program is to maintain, throughout its expected useful life, the interior and exterior of school buildings, the grounds, including parking areas, and all fixed and moveable equipment through preventive maintenance and repairs.

There are a variety of factors associated with the desired level of facilities maintenance which relate directly to the available resources. These includes age of facility, age of equipment, available manpower, current level of funding, and facility use beyond that of the regular school day.

The District employs the following methods for performing required building and equipment maintenance that have proven to be cost-effective. They are:

- Utilization of a centralized maintenance in-house workforce
- Effective use of personnel to perform preventative maintenance
- Utilization of outside contractors and service agreement as needed

SECTION 2 – FACILITIES ORGANIZATION



COUNTY: **Sacramento**

DISTRICT: **River Delta USD**

DEFERRED MAINTENANCE PR

PROJECT CATEGORY	TYPE MATERIAL	UNIT OF MEASURE	QUANTITY	TOTAL \$ ESTIMATED COST	FISCAL YEAR				
					2022-23	2023-24	2024-25	2025-26	2026-27
COLUMN 1	COLUMN 2	COLUMN 5	COLUMN 6	COLUMN 7	COLUMN 8	COLUMN 9	COLUMN 10	COLUMN 11	COLUMN 12
Beg. Balance					\$ 340,393	\$ 501,244	\$ (118,847)	\$ (878,460)	\$(1,296,751)
Contribution					\$ 999,274	\$ 999,275	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
				Total	\$ 1,339,667	\$ 1,500,519	\$ 881,153	\$ 121,540	\$ (296,751)
Salaries/Benefits					\$ 375,008	\$ 381,566	\$ 393,013	\$ 404,803	\$ 416,947
supplies					\$ 422,761	\$ 300,000	\$ 309,000	\$ 318,270	\$ 327,818
Equipment					\$ 39,454	\$ 20,000	\$ 20,600	\$ 21,218	\$ 21,855
Def Maint Plan					\$ 1,200	\$ 917,800	\$ 1,037,000	\$ 674,000	\$ 224,000
Ending Balance					\$ 501,244	\$ (118,847)	\$ (878,460)	\$(1,296,751)	\$(1,287,371)

Rio Vista HS										
Class Lghts	Lighting Upgrade	LF				\$30,000				
Electrical	Exhaust Fans	LF								
Electrical	Low Voltage	Sq. Ft.								
Hardware	Doors/Hardware	Ea.								
Floor Covrng	Carpet/VCT	Sq. Yd.					\$90,000	\$25,000	\$25,000	
Paint	Interior/Ext	Sq. Ft.					\$30,000	\$30,000		
Paving	Asphalt	Sq. Ft.								
Paving	Concrete	Sq. Ft.								
Plumbing	Domestic	LF.								
Plumbing	Irrigation	LF								
HVAC	HP, gas,cooler	Ea.						Bond		
Restrooms								Calshape		
Windows										
Camera security						\$50,000				
Fencing						Bond				
PA System						Bond				
Roofing Total						Bond				
Roofing (Portables)										
Roofing (Permanent)										
Trees		LF				\$12,000				
				TOTAL \$	\$0	\$0	\$92,000	\$120,000	\$55,000	\$25,000

COUNTY: **Sacramento** DISTRICT: **River Delta USD** DEFERRED MAINTENANCE PR

PROJECT CATEGORY	TYPE MATERIAL	UNIT OF MEASURE	QUANTITY	TOTAL \$ ESTIMATED COST	FISCAL YEAR				
					2022-23	2023-24	2024-25	2025-26	2026-27
COLUMN 1	COLUMN 2	COLUMN 5	COLUMN 6	COLUMN 7	COLUMN 8	COLUMN 9	COLUMN 10	COLUMN 11	COLUMN 12
Riverview Middle School									
Class Lghts	Lighting Upgrade	LF					Bond		
Electrical	Exhaust Fans	LF					Bond		
Electrical	Low Voltage	Sq. Ft.					Bond		
Hardware	Doors/Hardware	Ea.					Bond		
Floor Covrng	Carpet/VCT	Sq. Yd.					Bond		
Paint	Interior/Ext	Sq. Ft.					Bond		
Paving	Asphalt	Sq. Ft.					Bond		
Paving	Concrete	Sq.Ft					Bond		
Plumbing	Domestic	LF					Bond		
Plumbing	Irrigation	LF							
Windows							Bond		
HVAC	HP	Ea.					Bond		
Restroom							Calshape		
Camera security							Bond		
Fencing									
Roofing - Total		Sq. Ft.					Bond		
Roofing (Portables)							Bond		
Roofing (Permanent)							Bond		
Wall Systems		LF							
		TOTAL \$		\$0	\$0	\$0	\$0	\$0	\$0

DH White Elementary									
Class Lghts	Lighting Upgrade	LF					\$30,000		
Electrical	Exhaust Fans	LF							
Electrical	Low Voltage	Sq. Ft.							
Hardware	Doors/Hardware	Ea.							
Floor Covrng	Carpet/VCT	Sq. Yd.				\$90,000	\$90,000	\$90,000	\$30,000

COUNTY: **Sacramento** DISTRICT: **River Delta USD** DEFERRED MAINTENANCE PR

PROJECT CATEGORY	TYPE MATERIAL	UNIT OF MEASURE	QUANTITY	TOTAL \$ ESTIMATED COST	FISCAL YEAR					
					2022-23	2023-24	2024-25	2025-26	2026-27	
COLUMN 1	COLUMN 2	COLUMN 5	COLUMN 6	COLUMN 7	COLUMN 8	COLUMN 9	COLUMN 10	COLUMN 11	COLUMN 12	
Paint	Interior/Ext	Sq. Ft.				\$20,000	\$20,000	\$20,000		
Paving	Asphalt	Sq. Ft.					\$30,000			
Paving	Concrete	Sq. Ft.								
Plumbing	Domestic	Ft.								
Plumbing	Irrigation	LF				\$11,000				
HVAC	HP	Ea.				ESSER/BOND				
Restrooms						Calshape				
Camera security						\$30,000				
Fencing										
Playgrounds						\$1,000	\$1,000	\$1,000	\$1,000	
Windows										
Roofing - Total		Sq.Ft.			Bond					
Roofing (Portables)										
Roofing (Permanent)						Bond				
Trees		LF					\$12,000			
		TOTAL \$			\$0	\$0	\$152,000	\$183,000	\$111,000	\$31,000

Isleton Elementary									
Class Lghts	Lighting Upgrade	LF					\$25,000		
Electrical	Exhaust Fans	LF							
Electrical	Low Voltage	Sq. Ft.							
Hardware	Doors/Hardware	Ea.							
Floor Covrng	Carpet/VCT	Sq. Yd.				\$90,000	\$50,000	\$50,000	
Paint	Interior/Ext	Sq. Ft.					\$25,000	\$20,000	
Paving	Asphalt	Sq. Ft.							
Paving	Concrete	Sq.Ft.							
Plumbing	Domestic	LF							
Plumbing	Irrigation	LF							
Restrooms						Bond	Calshape		

COUNTY: **Sacramento** DISTRICT: **River Delta USD** DEFERRED MAINTENANCE PR

PROJECT CATEGORY	TYPE MATERIAL	UNIT OF MEASURE	QUANTITY	TOTAL \$ ESTIMATED COST	FISCAL YEAR					
					2022-23	2023-24	2024-25	2025-26	2026-27	
COLUMN 1	COLUMN 2	COLUMN 5	COLUMN 6	COLUMN 7	COLUMN 8	COLUMN 9	COLUMN 10	COLUMN 11	COLUMN 12	
Windows										
Camera security						\$30,000				
Fencing						Bond				
Playgrounds						\$1,000	\$1,000	\$1,000	\$1,000	
HVAC	HP	Ea.				ESSER				
Roofing - Total		Sq. Ft.								
Roofing (Portables)										
Roofing (Permanent)										
Trees		LF					\$12,000			
		TOTAL \$			\$0	\$0	\$121,000	\$113,000	\$71,000	\$1,000

Walnut Grove Elementary									
Class Lghts	Lighting Upgrade	LF					\$15,000	\$15,000	
Electrical	Exhaust Fans	LF							
Electrical	Low Voltage	Sq. Ft.							
Hardware	Doors/Hardware	Ea.							
Floor Covrng	Carpet/VCT	Sq. Yd.					\$90,000	\$45,000	
Paint	Interior/Ext	Sq. Ft.				\$10,000	\$10,000	\$10,000	
Paving	Asphalt	Sq. Ft.							
Paving	Concrete	Sq. Ft.							
Plumbing	Domestic	LF							
Plumbing	Irrigation	LF							
HVAC	HP, gas	Ea.					Bond		
Windows						Bond			
Restrooms							Calshape		
Camera security							\$40,000		
Fencing									
Playground							\$1,000	\$1,000	\$1,000

COUNTY: **Sacramento** DISTRICT: **River Delta USD** DEFERRED MAINTENANCE PR

PROJECT CATEGORY	TYPE MATERIAL	UNIT OF MEASURE	QUANTITY	TOTAL \$ ESTIMATED COST	FISCAL YEAR				
					2022-23	2023-24	2024-25	2025-26	2026-27
COLUMN 1	COLUMN 2	COLUMN 5	COLUMN 6	COLUMN 7	COLUMN 8	COLUMN 9	COLUMN 10	COLUMN 11	COLUMN 12
Roofing - Total		Sq. Ft.							
Roofing (Portables)									
Roofing (Permanent)									
Trees		LF					\$12,000		
		TOTAL \$		\$0	\$0	\$51,000	\$128,000	\$71,000	\$1,000

Bates Elementary									
Class Lghts	Lighting Upgrade	LF					\$30,000		
Electrical	Exhaust Fans	LF							
Electrical	Low Voltage	Sq. Ft.							
Hardware	Doors/Hardware	Ea.							
Floor Covrng	Carpet/VCT	Sq. Yd.				\$90,000		\$45,000	
Paint	Interior/Ext	Sq. Ft.					\$10,000	\$10,000	
Paving	Asphalt	Sq. Ft.					\$30,000		
Paving	Concrete	Sq. Ft.							
Plumbing	Domestic	LF							
Plumbing	Irrigation	LF							
Windows									
Restrooms							Calshape		
Camera security							\$35,000		
Fencing							Bond		
Playground							\$1,000	\$1,000	\$1,000
HVAC		Ea.							
Roofing - Total		Sq. Ft.							
Roofing (Portables)									
Roofing (Permanent)									
Trees		LF					\$12,000		
		TOTAL \$		\$0	\$0	\$138,000	\$71,000	\$56,000	\$1,000

COUNTY:

Sacramento

DISTRICT:

River Delta USD

DEFERRED MAINTENANCE PR

PROJECT CATEGORY	TYPE MATERIAL	UNIT OF MEASURE	QUANTITY	TOTAL \$ ESTIMATED COST	FISCAL YEAR				
					2022-23	2023-24	2024-25	2025-26	2026-27
COLUMN 1	COLUMN 2	COLUMN 5	COLUMN 6	COLUMN 7	COLUMN 8	COLUMN 9	COLUMN 10	COLUMN 11	COLUMN 12

Clarksburg Middle School											
Class Lghts	Lighting Upgrade	LF					\$25,000	\$20,000	\$20,000		
Electrical	Exhaust Fans	LF									
Electrical	Low Voltage	Sq. Ft.									
Hardware	Doors/Hardware	Ea.									
Floor Covrng	Carpet/VCT	Sq. Yd.					\$90,000	\$45,000	\$15,000		
Paint	Interior/Ext	Sq. Ft.				\$15,000	\$15,000	\$15,000	\$15,000		
Paving	Asphalt	Sq. Ft.									
Paving	Concrete	Sq. Ft.									
Plumbing	Domestic	LF									
Plumbing	Irrigation	LF									
Windows											
Restrooms							Bond				
Camera security							\$35,000				
Fencing											
HVAC	HP, gas	Ea.					ESSER/Bond				
Roofing - Total		Sq. Ft.									
Roofing (Portables)											
Roofing (Permanent)											
Trees		LF					\$12,000				
		TOTAL \$				\$0	\$0	\$62,000	\$130,000	\$80,000	\$50,000

Delta HS									
Class Lghts	Lighting Upgrade	LF					\$30,000	\$25,000	
Electrical	Exhaust Fans	LF							
Electrical	Low Voltage	Sq. Ft.							
Hardware	Doors/Hardware	Ea.							
Floor Covrng	Carpet/VCT	Sq. Yd.					\$90,000	\$45,000	\$45,000

COUNTY: **Sacramento** DISTRICT: **River Delta USD** DEFERRED MAINTENANCE PR

PROJECT CATEGORY	TYPE MATERIAL	UNIT OF MEASURE	QUANTITY	TOTAL \$ ESTIMATED COST	FISCAL YEAR					
					2022-23	2023-24	2024-25	2025-26	2026-27	
COLUMN 1	COLUMN 2	COLUMN 5	COLUMN 6	COLUMN 7	COLUMN 8	COLUMN 9	COLUMN 10	COLUMN 11	COLUMN 12	
Paint	Interior/Ext	Sq. Ft.				\$15,000	\$15,000	\$15,000		
Paving	Asphalt	Sq. Ft.								
Paving	Concrete	Sq. Ft.								
Plumbing	Domestic	LF				\$80,000				
Plumbing	Irrigation	LF				\$10,000				
Windows										
Restrooms						Bond				
Camera security						\$40,000				
fencing										
HVAC	HP, gas	Ea.								
Roofing - Total		Sq. Ft.								
Roofing (Portables)										
Roofing (Permanent)										
Trees		LF				\$12,000				
		TOTAL \$			\$0	\$0	\$157,000	\$135,000	\$85,000	\$45,000

District Office									
Class Lghts	Lighting Upgrade	LF					\$15,000		\$15,000
Electrical	Exhaust Fans	LF							
Electrical	Low Voltage	Sq. Ft.							
Hardware	Doors/Hardware	Ea.							
Floor Covrng	Carpet/VCT	Sq. Yd.						\$90,000	\$45,000
Paint	Interior/Ext	Sq. Ft.			\$1,200	\$1,800	\$10,000		
Paving/parking lot	Asphalt	Sq. Ft.				\$55,000			
Front stairs	Concrete	Sq. Ft.				\$25,000			
Plumbing	Domestic	LF							
Plumbing	Irrigation	LF							
Windows						\$20,000			
Ceiling tiles						\$18,000			

COUNTY:

Sacramento

DISTRICT:

River Delta USD

DEFERRED MAINTENANCE PR

PROJECT CATEGORY	TYPE MATERIAL	UNIT OF MEASURE	QUANTITY	TOTAL \$ ESTIMATED COST	FISCAL YEAR				
					2022-23	2023-24	2024-25	2025-26	2026-27
COLUMN 1	COLUMN 2	COLUMN 5	COLUMN 6	COLUMN 7	COLUMN 8	COLUMN 9	COLUMN 10	COLUMN 11	COLUMN 12
Restroom								\$35,000	
HVAC	HP	Ea.					\$45,000		
camera security		Sq. Ft.					\$35,000		
Roofing (Portables)						\$10,000			
Roofing (Permanent)									
Trees		LF					\$12,000		
		TOTAL \$		\$0	\$1,200	\$129,800	\$117,000	\$125,000	\$60,000

Other facilities	n/Maintenanc								
Class Lghts	Lighting Upgrade	LF					\$20,000	\$10,000	
Electrical	Exhaust Fans	LF							
Electrical	Low Voltage	Sq. Ft.							
Hardware	Doors/Hardware	Ea.							
Floor Covrng	Carpet/VCT	Sq. Yd.							
Paint	Interior/Ext	Sq. Ft.					\$10,000	\$10,000	\$10,000
Paving	Asphalt	Sq. Ft.							
Paving	Concrete	Sq. Ft.							
Plumbing	Domestic	LF							
Plumbing	Irrigation	LF							
HVAC	HP, gas	Ea.							
Roofing - Total		Sq. Ft.							
Roofing (Portables)									
Roofing (Permanent)						\$15,000	\$10,000		
Wall Systems	Fencing	LF							
		TOTAL \$		\$0	\$0	\$15,000	\$40,000	\$20,000	\$10,000

		TOTAL \$			\$1,200	\$917,800	\$1,037,000	\$674,000	\$224,000
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OGRAM

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REMARKS

OGRAM

REMARKS

OGRAM

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REMARKS

MAINTENANCE - MAINTENANCE - MAINTENANCE - MAINTENANCE

PREVENTATIVE MAINTENANCE PLAN

River Delta Unified School District
Transportation Department

LAST UPDATED: JUNE 2023

MAINTENANCE - MAINTENANCE - MAINTENANCE - MAINTENANCE

PREVENTATIVE MAINTENANCE PLAN

Prepared for:	River Delta Unified School District
Date Adopted:	TBD
Last Revised:	June 28, 2023

Who is the main contact responsible for implementing and updating this plan?

Title:	Supervisor of Transportation
Name:	Michael Mimiaga
Address:	445 Montezuma Street, Rio Vista, CA, 94571
Phone:	707-374-1706
Email:	MMimiaga@rdusd.org

ACTIVITY LOG

Maintenance Plan

Date	Activity (Review/Update/Addendum/Adoption/Distribution)	Concerned Person (Signature)	Remarks
03/08/2022	UPDATE		
06/28/2023	UPDATE		

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2(b) Maintenance Procedures for Vehicles

2(c) Maintenance Procedures for Accessibility Equipment

2(d) System to Identify and Record Maintenance and Repair Activities

2(e) Authorizing and Controlling Maintenance Activities and Costs

2(f) Quality Control for Assets Maintained by a Service Contractor

2(g) Warranty Recoveries

Section 3: Asset Inventory

Section 4: Maintenance Records

Section 6: Maintenance Schedules and Forms

APPENDIX : Maintenance Schedules and Inspection Forms

1. MISSION STATEMENT

The mission of the River Delta Unified School District Transportation Department maintenance program is to ensure the cleanliness, comfort, cost-effective operation, durability, reliability, and safety of all vehicles, equipment, and facilities in our fleet. As such, River Delta Unified School District is dedicated to properly maintaining our assets. Our maintenance program adheres to manufacturer minimum maintenance requirements for all such assets, and we comply with all applicable federal and state maintenance requirements.

2. MAINTENANCE PROCEDURES

2(a) Maintenance Oversight

The River Delta Unified School District fleet manager has the overall responsibility for maintenance of our transit, maintenance and operation assets. The fleet manager's specific responsibilities include:

- Managing the timely completion of all vehicle, facility, and equipment inspections and ensuring that all substantial program assets receive timely and cost effective preventative maintenance and (when necessary) repair
- Overseeing all record-keeping and warranty recovery for program assets
- Tracking regulatory and maintenance standard changes
- Analyzing fleet maintenance data to ensure that individual vehicles are performing reliably and cost-effectively
- Updating this plan as appropriate to reflect changes in River Delta Unified School District asset inventory

The current fleet manager of River Delta Unified School District is:

Title:	Director of Maintenance, Operations & Transportation
Name:	Ken Gaston
Address:	445 Montezuma Street, Rio Vista, CA, 94571
Phone:	707-374-1708
Email:	KGaston@rdusd.org

2(b) Maintenance Procedures for Vehicles

River Delta Unified School District adheres to manufacturer-specified preventative maintenance (PM) schedules and procedures for all transit vehicles OR adheres to PM schedules as dictated by state and federal regulation for state certified school buses. PM schedules should account for local geographic and weather conditions.

FORD E Series Vans

Interval	Associated service
3,000	Standard vehicle inspection ¹ Engine oil and filter service
6,000	Extended vehicle inspection ²
30,000	Transmission fluid and filter service
36,000	Fuel filter service
100,000	Tune up Spark plug service Cooling system service

CHEVEROLET 2500, 3500 Truck Series

Interval	Associated service
7,500	Standard vehicle inspection ¹
10,000	Extended vehicle inspection ² Engine oil and filter service
25,000	Fuel filter service
50,000	Transaxle fluid and filter service
100,000	Tune up Spark plug service
150,000	Cooling system service

Ford Transit Connect

Interval	Associated service
5,000	Standard vehicle inspection ¹
10,000	Extended vehicle inspection ² Engine oil and filter change Fuel filter service
30,000	Transmission fluid and filter service
100,000	Cooling system service/ replace water temperature regulator Inspect and adjust valve lash as necessary

River Delta Unified School District uses schedules that apply for the area in which the vehicle is being used as well as recommendations from manufacturer-specified intervals. PM services are performed within 500 miles (plus or minus) and within three weeks (plus or minus) of specified intervals.

River Delta Unified School District Transportation department staff performs daily pre-trip inspections on every transit vehicle in service used to transport students. Drivers perform these inspections using vehicle-specific checklists that reflect industry best practices.

Finally, in addition to standard PM, daily inspections we also subject each vehicle to an annual comprehensive inspection. Inspections and routine services are recorded and kept on file for at least 3 years.

River Delta Unified School District performs all scheduled vehicle maintenance and inspections at two facilities:

Facility Title:	Rio Vista Transportation Facility
Address:	410 S. 4 th Street, Rio Vista, CA, 94571

Facility Title:	Courtland Transportation Facility
Address:	147 Magnolia St, Courtland CA,

2(c) Maintenance Procedures for Accessibility Equipment

River Delta Unified School District adheres to manufacturer-specified preventative maintenance (PM) schedules and procedures for all wheelchair lifts and other accessibility equipment installed on transit vehicles.

Wheelchair lift schedules are based on operation cycles and time intervals. We perform PM services within the following allowances:

Specified Maintenance Interval	Allowances
45 days/3,000 vehicle miles	+/- 10 days/50 cycles
Annual/3800 cycles	+/- 21 days/200 cycles

Additionally, we perform daily lift inspections regardless of the number of cycles from the prior day of operation.

In order to comply with requirements under the ADA, we take the following actions once a vehicle lift becomes inoperable:

1. We remove the vehicle from service before the start of our next service day
2. We do not resume using the vehicle until the lift is fully repaired
3. Unless we have an ADA-compliant replacement vehicle available, we resume using the vehicle – with a repaired or replaced lift – within three service days
4. If the lift becomes inoperable on a fixed route, we promptly provide alternative transportation to individuals with disabilities who are unable to use the vehicle because its lift does not work

River Delta Unified School District Transportation Department staff subject’s wheelchair tie-downs and occupant restraints to daily pre-trip inspections. We take care to keep all components clean, and to prevent contamination of belt webbing from oil, gases, polishes, and chemicals. Additionally, we replace these components whenever they show any signs of excessive wear or damage, or have been in use during a vehicle impact.

2(d) System to Identify and Record Maintenance and Repair Activities

We track maintenance and repair activities for each vehicle in our fleet using Microsoft Outlook calendars linked between Supervisor of Transportation and lead mechanic, in addition to back up systems using traditional white boards and paper documents.

River Delta Unified School District fleet manager uses this management system to establish a PM schedule, review open and closed work orders, and monitor fleet expenses and vehicle performance (by tracking individual vehicle expenses, road call rates, etc.) Maintenance staff use the management system to document performed maintenance, and to generate work orders for unscheduled and/or outside maintenance or repair.

Each work order identifies all specific maintenance and/or repair activities performed on the date(s) identified. It also indicates the equipment’s mileage, service time, and/or cycles as appropriate.

2(e) Authorizing and Controlling Maintenance Activities and Costs

The River Delta Unified School District fleet manager is responsible for establishing the PM schedule for each type of vehicle we operate, and for ensuring that all PM activities are completed timely and consistent with manufacturers’ recommendations. Both the Supervisor and mechanic staff are responsible for reviewing PM and repair activities regularly, to ensure that review and decisions are made at a proper level of responsibility.

Each day the Supervisor of Transportation reviews our PM tracking calendar to identify which vehicles are due for preventative maintenance. The identified vehicles are removed from service and scheduled for work preferably during the break from AM to PM service routes.

The manager then assigns the work to a mechanic who completes the appropriate PM inspection form and performs the required PM. The mechanic reviews the appropriate standard maintenance instructions as necessary and is required to follow those instructions through completion. The technician may perform very minor repairs (i.e. light bulb replacements, securing of fasteners, etc.) during the PM services as well.

Technicians may identify other needed repairs, known as “write-ups,” during the PM inspection. In addition, drivers may report vehicle problems that require repair. The Supervisor of Transportation will review the write-up and driver report. Subject to their approval, repairs are then scheduled into one of our service bays, assigned to a mechanic, and completed before the bus/van/truck returns to service. We issue separate repair requests for this type of repair.

Specialized vehicle components such as wheelchair lifts are subject to separate inspection and maintenance schedules. However, maintenance and repair work on these components is still subject to Supervisor of Transportation oversight. The Supervisor of Transportation or mechanic II is charged with scheduling the subject vehicle into one of our service bays and assigning the work to a mechanic.

In addition to overseeing maintenance activities, the River Delta Unified School District fleet manager tracks maintenance repair costs, on both individual vehicles and the entire fleet. These costs are tracked against our annual maintenance budget, equipment replacement costs, and remaining equipment life. This approach improves productivity, reduces costs and optimizes resource allocations.

2(f) Quality Control for Assets Maintained by a Service Contractor

River Delta Unified School District does not contract out routine vehicle maintenance to a service contractor currently. If and when we elect to do so, we will require the contractor to maintain the vehicles in accordance with this plan. To ensure compliance, we will approve all contractor forms, require the contractor to submit all work orders for preventative maintenance and repairs to our fleet manager, and conduct annual physical inspections of all vehicles maintained by the contractor.

2(g) Warranty Recoveries

The fleet manager pursues warranty recovery when appropriate to ensure that equipment manufacturers bear the costs to repair defects and premature component failures.

While vehicles remain under warranty, the fleet manager of River Delta Unified School District reviews the warranty terms before authorizing any substantial repairs or parts replacements. Additionally, the fleet manager periodically consults the following online sources to assess whether any fleet vehicles or vehicle components are subject to recalls:

- www.epa.gov/otaq/recall.htm (light-duty emission-related recalls)
- www.recalls.gov/nhtsa.html (all other vehicle-related recalls)

Upon determining that a vehicle requires repairs while still under warranty, the fleet manager:

1. Initiates a warranty claim in writing with a local dealership or the manufacturer as appropriate
2. Adds a copy of the claim to the vehicle’s maintenance record
3. Authorizes performance of the warranted work in-house, or delivery of the vehicle to an authorized repair business, whichever the manufacturer specifies

4. Adds warranty repairs to the vehicle's maintenance record; and
5. Ensures that repair records and failed parts for in-house warranty work are retained as required to ensure manufacturer reimbursement.

3. ASSET INVENTORY

The asset inventory process is the approach River Delta Unified School District takes in maintaining a register of the assets it owns or is responsible for maintaining. An asset inventory update is conducted annually. Current district asset inventory is available in appendix section.

4. Maintenance Records

River Delta Unified School District is committed to record keeping as both an important part of maintenance compliance and an essential tool for ensuring that service schedules have been implemented. It helps to identify early warning signs of impending problems in equipment and provides back-up information for warranty claims. Maintenance records include all completed work order forms, inspection forms, warranty recovery requests, etc.

River Delta Unified School District holds its maintenance records on file at each respective transportation facility that an asset is assigned to as specified in section 2(b).

5. Maintenance Schedules and Forms

River Delta Unified School District utilizes maintenance schedules to identify all specific preventative maintenance actions – and intervals between these actions – for an asset or group of assets.

Maintenance schedules for vehicles normally are established by the manufacturer and provided in the owner's manual. However, when a manufacturer's maintenance requirements are not kept on file, River Delta Unified School District will contact a local dealership or the original vendor to obtain this information.

River Delta Unified School District

Transportation Department
3000 mile or 45 Day service and Inspection

Equipment No. _____ NEXT SERVICE DUE _____
 Inspection Date _____ On or Before mileage : _____
 Odometer Reading _____ 45th Day Out : _____
 CHP 292 Date : _____ Child Checkmate System : _____

<p>____ 1 Lube S-cam and slack adjusters. ____ 2 Inspect and adjust front and rear brakes. ____ 3 Inspect and lube steering gear, linkages, and king pins. ____ 4 Inspect and lube front and rear suspension. ____ 5 Check Fuel System ____ 6 Check Tank brackets and straps. ____ 7 Inspect all hydraulic and air lines. ____ 8 Check engine mounts, trans mount, drive shaft, and frame. ____ 9 Check fluid levels. Motor oil, trans fluid, rear axle, front axle hubs, coolant, power steering, brake fluid if applicable, lube drive shaft. ____ 10 Perform air compressor air build. 60psi - 100psi. Engine at idle. Engine RPM / _____ Time in seconds = _____ ____ 11 Check air tank check valves. And low air warning light and buzzer. cut-in: _____ cut-out: _____ low-air _____ ____ 12 Check all wheels and lug nuts. ____ 13 Check tire pressure : Fronts _____ / Rears _____ ____ 14 Check tires and tread depth : F/L F/R Tire PSI _____ (front) Tire PSI _____ (rear) Left Rear Right Rear</p>	<p>____ 15 Check lights. Low beam, high beam, clearance lights, turn signals, brake lights, cross over lights, interior lights, etc. ____ 16 Check emergency exits function, buzzers and driver warning light. (green dash light). ____ 17 Check Windshield defroster and fans. ____ 18 Driver and Passenger heater. ____ 19 Check seats, seat belts and flooring. ____ 20 Check fluid level and function of Wheel chair lift. ____ 21 Check horn. ____ 22 Check back up lights and beeper. ____ 23 Remove and inspect Fire extinguisher. ____ 24 Remove and inspect First Aid kit contents. ____ 25 Check windshield wipers, wash fluid, and operation. ____ 26 Inspect mirrors and support brackets. ____ 27 Check Emergency Road Side Reflectors.</p> <p>Comments : _____ _____ _____ _____</p> <p>Inspected by : _____ Date : _____</p>
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School Bus 3000 Mile/45 Day Inspection Form

Vehicle Repair

CARS , VANS , TRUCKS

VEHICLE # _____

DATE: _____

MILEAGE: _____

PART #	DESCRIPTION	QTY	VENDER

Comments : _____

Serviced by: _____

General Vehicle Repair/Tracking Form



RIVER DELTA UNIFIED SCHOOL DISTRICT



TRANSPORTATION DEPARTMENT
445 MONTEZUMA STREET
RIO VISTA, CALIORNIA, 94571

REPAIR REQUEST

EQUIPMENT # _____

MILEAGE: _____

DATE: _____

RE-GEN NEEDED: YES NO

DESCRIPTION OF ISSUE BEING REPORTED:

DRIVER SIGNATURE: _____

SHOP PERSONELL ONLY BELOW THIS POINT

QUANTITY:	PART NUMBER:	DESCRIPTION:	VENDOR:

DATE REPAIR COMPLETED: _____ EQUIPMENT MILEAGE/HOURS: _____

MECHANIC SIGNATURE: _____

MECHANIC NOTES/COMMENTS: _____

Repair Request Form



RIVER DELTA UNIFIED SCHOOL DISTRICT



TRANSPORTATION DEPARTMENT
445 MONTEZUMA STREET
RIO VISTA, CALIFORNIA, 94571

VEHICLE PRE-TRIP INSPECTION

UNIT # _____

BEGINNING MILEAGE: _____

DATE: _____

ENDING MILEAGE: _____

FUEL LEVEL: _____

TOTAL MILEAGE DRIVEN: _____

ITEM:	PASS	FAIL	REPAIRS NEEDED:
1: GAUGES, INDICATORS, ALARMS, HORN			
2: DRIVERS SEAT, SEAT BELT			
3: PASSENGER SEATS			
4: PASSENGER LAP & SHOULDER BELTS			
5: DOORS, WINDOWS			
6: ALL LIGHTS INCLUDING HEADLIGHT, BRAKE, TURN			
7: HEATING, COOLING, VENTS & DEFROSTERS			
8: WINDSHEILD WIPERS & WASHERS			
9: FLUIDS (OIL, BRAKE, COOLANT)			
10: TIRES, WHEELS, LUG NUTS			
11: MIRRORS (INTERIOR AND EXTERIOR)			

BRAKE SYSTEM CHECK

DRIVER COMMENTS:

ITEM CHECK	PASS	FAIL
PEDAL ADJUSTMENT		
BRAKE BOOSTER		
PARKING BRAKE		
EMERGENCY BREAK		

DRIVER SIGNATURE: _____

DATE: _____

Class C Vehicle Pre-Trip Form



RIVER DELTA UNIFIED SCHOOL DISTRICT



TRANSPORTATION DEPARTMENT
445 MONTEZUMA STREET
RIO VISTA, CALIFORNIA, 94571

SCHOOL BUS DAILY PRE-TRIP INSPECTION

BUS # _____ BEGINNING MILEAGE: _____
 DATE: _____ ENDING MILEAGE: _____
 CHP 292 DATE: _____ TOTAL MILEAGE DRIVEN: _____
 FIRE EXTINGUISHER INSPECTION DATE: _____

THE FOLLOWING INSPECTION WILL BE CONDUCTED DAILY, PRIOR TO OPERATION, TO ASCERTAIN THAT THE SCHOOL BUS AND REQUIRED OPERATING EQUIPMENT IS IN SAFE OPERATING CONDITION. (13CCR 1215, A, C, D)

ITEM:	PASS	FAIL	REPAIRS NEEDED:
1: GAUGES, INDICATORS, ALARMS, AIR HORN, ELEC. HORN			
2: DRIVERS SEAT, SEAT BELT, SEAT BELT CUTTER			
3: PASSENGER SEATS, HANDRAIL, MODESTY PANEL			
4: PASSENGER LAP & SHOULDER BELTS			
5: DOORS, WINDOWS, EMERGENCY EXITS & HATCHES			
6: ALL LIGHTS INCLUDING AMBER & RED FLASHERS			
7: HEATING, COOLING, VENTS & DEFROSTERS			
8: WINDSHEILD WIPERS & WASHERS			
9: FIRST AIDE KIT, FIRE EXTINGUISHER, TRIANGLES			
10: TIRES, WHEELS, LUG NUTS, OIL SEALS AND CAPS			
11: MIRRORS (INTERIOR AND EXTERIOR)			

DUAL AIR BRAKE SYSTEM CHECK

DRIVER COMMENTS:

ITEM CHECK	PASS	FAIL
CUT IN (85 PSI MIN)		
CUT OUT (130 PSI MAX)		
STATIC (2 PSI MAX LOSS)		
APPLIED (3 PSI MAX LOSS)		
LOW AIR WARNING (AUDIBLE & VISUAL)		
EMERGENCY STOPPING SYSTEM		
PARKING BRAKE APPLICATION		

DRIVER SIGNATURE: _____ DATE: _____

Revised 1/2022

School Bus Pre Trip Inspection Form

River Delta Unified School District
Vehicle Inventory as of August 2023

Cars, Trucks, Vans:								
Fuel	Vehicle	Year	Make	Model	License	Location	Vehicle ID Number	Miles/Hours
GAS	C-30	2001	Ford	Focus- Gold	1246549	Maint Dept.	1FAPP33P61W294797	135895
DIESEL	T-33	1997	GMC	2500	1246511	Maint Dept.	1GTGC29F6VE547311	231338
GAS	T-35	1999	Ford	F350	1020000	N. Maint.	1FDWX36S9XED33466	302992
GAS	T-44	2019	Chev	3500	1450238	S.Maint	1GB3CVC0KF131766	28111
GAS	V-47	2018	Dodge	Grand Caravan	1501198	S. Trans	2C4RDGEG8JR360019	80705
GAS	T-49	2004	Ford	F150	1148694	Trans	2FTRF172X4CA73717	226846
GAS	V-51	2018	Dodge	Grand Caravan	1450237	S. Trans	2C4RDGCG5JR282639	69570
DIESEL	T-54	2002	Chev	3500	1214360	Maint Dept.	1GCJC39142E197981	125715
GAS	V-61	2000	Ford	E350	1309240	D.O. Van	1FTSE34L8YHA56071	138294
GAS	V-62	2017	Ford	Transit	1640278	D.O. Van	NM0LE7E75J1341349	66618
GAS	T-70	2000	Ford	F450	1343676	N. Maint.	3FDXF46S5YMA17040	229762
GAS	T-71	2000	Ford	F150	1056417	S. Gardner	1FTZF1726YNC00186	195211
GAS	V-72	2003	Chev	Astro	1168555	Delta Ag.	1GNDM190X43B102610	123687
GAS	V-73	2004	Ford	E350	1148683	Café Van	1FTNE24W54HB35015	267001
GAS	V-74	2004	Ford	E150	1148687	Trans	1FMRE11W84HB33643	344517
GAS	V-77	2005	Ford	E150	1148696	RVHS Booster	1FMRE11W35HA65737	126460
GAS	V-78	2008	Chrys	T&C	1349195	RVHS Booster	2A8HR44H68R678455	137055
GAS	V-79	2004	Ford	Freestar	1309233	Trans	2FMZA50664BA97937	188444
GAS	V-82	2012	Ford	E150	1507753	Delta Ag.	1FDNE1BW4CDB26322	81598
GAS	T-83	2018	Chev	2500	1501171	Delta Ag.	2GC2CREG8K1166042	15943
GAS	T-84	2019	Chevy	Silverado	1501199	Maint Dept.	1GB3CVC0G1KF120744	34829
GAS	T-85	1994	GMC	1500	1276946	RVHS Cust.	1GTFC24H2R2540309	172465
GAS	T-88	1995	Ford	F350	1309234	Gardner	2FDHF37G1SCA20724	126390
GAS	V-89	2006	Ford	E350	1553806	Maint Dept.	1FTSS34S86HA60876	148910
GAS	T-90	2021	Ford	F350	1622106	Maint Dept.	1FDRF3E65MEC79129	17826
GAS	V-93	2019	Chev	Traverse	1501152	RV Booster	1GNERFKW9KJ131299	27279
GAS	T-94	2020	Ford	F250	1594265	Maint Dept.	1FDBF2A62LEE79692	10922
GAS	T-95	2016	Ford	F350	1503229	S. Trans	1FD8X3G69GEC85784	30505
GAS	V-96	2020	Chev	Traverse	1501189	RV Booster	1GNERFKW2LJ131033	15416
GAS	T-97	2020	Chev	1500	1501192	MOT Director	1GCRWCEDXK2394916	44277
GAS	T-98	2019	Chev	3500	1577841	Maint Dept.	1GB3CVC0G8KF107411	31376
GAS	V-300	2018	Ford	Transit 150	1574891	RVHS	1FMZK1YM2JKA56747	66968
GAS	V-301	2017	Ford	Transit 150	1574885	H.S. Booster	1FMZK1YM8HKA84000	69,658
GAS	V-308	2019	Ford	Transit 150	1660008	TRANS-SOUTH	1FMZK1YM7KKA36706	89740
GAS	V-309	2016	Dodge	Grand Caravan	1634883	Trans South	2C4RDGBG1GR322659	8711
GAS	V-310	2017	Ford	Transit 350	1622909	Wheelchair	1FBZX2CM1HKA52917	224044

SCHOOL BUSES- UPDATED AS OF AUGUST 2023						Acquisition	Acquisition	
Bus #	Year	Make	Lic. Number	Dept. Location	Vehicle ID Number	Date	Cost	Miles/Hours
2	2011	Thomas	1089058	South Trans.	1T7YU4E20D1154851	7/23/2012		176,352
6	1998	International	E997904	North Trans.	1HVBJA8POWA083819	7/1/1997	86,810.00	148,393
7	1998	International	E049698	North Trans.	1HVBJADN7WA084820	7/1/1997	86,810.00	424,939
8	1991	Thomas	E362429	South Trans.	1T7M4V937M1959933	11/1/06		387,896
14	1991	International	E289744	North Trans.	1HVBBNWN1MH379952	7/1/1991	50,351.00	150,525
16	2000	International	1337907	South Trans.	1HVBADR3YA929846			383,603
17	1998	International	E997905	South Trans.	1HVBADN0WA084822	7/1/1997	86,810.00	377,579
18	1998	International	E997906	North Trans.	1HVBADN2WA084823	7/1/1997	86,810.00	436,318
21	1998	International	E997929	North Trans.	1HVBADN3WA084135	7/1/1997	86,810.00	407,844
22	2003	Freightliner	1070470	South Trans.	4UZAAXAK13CL12627	5/1/2003	76,032.00	290,155
25	2006	Thomas	1090099	South Trans.	4UZAAXCS36CV32126	3/1/2005	95,975.00	256,506
26	2006	Thomas	1090100	South Trans.	1T 7YU4A2361268710	3/1/2005	118,414.00	323,882
27	2006	Thomas	1090098	South Trans.	1T 7YU4A2561268711	3/1/2005	118,414.00	92,121
100	2015	International	1436953	North Trans.	4DRBUAAL4FB025701	2/28/2014	154,999.00	172,763
103	2017	Thomas	1514573	South Trans.	4UZABRDT2JCJE0677	3/1/2017	151,452.54	58,365
104	2017	Thomas	1514813	South Trans.	1T7Y84E24J1122257	4/26/2017	164,999.94	69,953

TRAILERS - MISC								
Vehicle	Year	Make	Model	License Num	Location	Vehicle ID Number	Acquisition	Current Miles/Hours
U-201	2012	Innovative	Trailer	1389838	Maint			N/A Trailer
U-202	UNK	Verner	Chipper	4LM8209	Maint		10/5/2012	
U-203	1999	Nucen	Trailer	1309216	Maint		11/2/2012	N/A Trailer
U-204	UNK	UNK	Trailer	UNK	Maint	UNK		N/A Trailer
U-208	2011	Hefty	Trailer	1309241	Maint	5NKBC1827BP006021	42321	N/A Trailer
U-209	UNK	Kubota	RTV 900	N/A	Maint	KRTV900A51050409		
U-210	UNK	Kubota	L2800D	N/A	RVHS Ag	S/N:3028545617		
U-211	1988	Western	19' Combo	1021631	RVHS Ag	1WZL192J988131096		N/A Trailer
U-212	2010	C&B	Maverick	1358842	Delta Ag	4JUBL2XBN035822	40400	N/A Trailer
U-213	UNK	Jacobsen	R311T	N/A	Maint	S/N:6917102272	FY 2012-13	
U-214	2017	Karcher	Shark	SE701397	Maint	1L9BF0811HC041276	8/15/2017	N/A Trailer
U-215	2019	Innovative	Dump	1445751	Maint	5PDPC1222KR017835	2/22/2019	N/A Trailer
U-216	2017	CARR	Livestock	1563887	Delta Ag	4YMBC2425HR002824		N/A Trailer
U-217	1991	SHORE	Trailer	1563888	Maint	1MDDX4J1XMF524936	5/2/2019	N/A Trailer
U-218	2016	Carson	Carrier	4RF2359	Maint	4HXSC1627GC184005		N/A Trailer
U-219	2020	Innovative	Tilt	1445757	Maint	5PDCE1823LR018376		N/A Trailer
U-220	2006	Jacobsen	628D	N/A	Maint	S/N:94671302355		
U-221	2006	Jacobsen	628D	N/A	Maint	S/N:94671302210		
U-222	2019	Single Axle Tilt		1246561	Maint	S/N:U1210XD1613		N/A Trailer
U-223	UNK	Patriot		1563887?	Delta Ag	4YMBC2425HR002824		N/A Trailer
U-224	1952	New Holand Escavator		N/A	Maint			
U-225	UNK	Man Lift			Maint			
U-226	2004	HONDA	ATV	AH9J40		478TE240044301721		

River Delta Unified School District

Vehicle Inventory as of August 2023

Cars, Trucks, Vans:								
Fuel	Vehicle	Year	Make	Model	License	Location	Vehicle ID Number	Miles/Hours
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GAS	T-88	1995	Ford	F350	1309234	Gardner	2FDHF37G1SCA20724	126390
GAS	V-89	2006	Ford	E350	1553806	Maint Dept.	1FTSS34S86HA60876	148910
GAS	T-90	2021	Ford	F350	1622106	Maint Dept.	1FDRF3E65MEC79129	17826
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8	1991	Thomas	E362429	South Trans.	1T7M4V937M1959933	11/1/06		387,896
14	1991	International	E289744	North Trans.	1HVBBNWN1MH379952	7/1/1991	50,351.00	150,525
16	2000	International	1337907	South Trans.	1HVBJADR3YA929846			383,603
17	1998	International	E997905	South Trans.	1HVBJADN0WA084822	7/1/1997	86,810.00	377,579
18	1998	International	E997906	North Trans.	1HVBJADN2WA084823	7/1/1997	86,810.00	436,318
21	1998	International	E997929	North Trans.	1HVBJADN3WA084135	7/1/1997	86,810.00	407,844
22	2003	Freightliner	1070470	South Trans.	4UZAAXAK13CL12627	5/1/2003	76,032.00	290,155
25	2006	Thomas	1090099	South Trans.	4UZAAXCS36CV32126	3/1/2005	95,975.00	256,506
26	2006	Thomas	1090100	South Trans.	1T 7YU4A2361268710	3/1/2005	118,414.00	323,882
27	2006	Thomas	1090098	South Trans.	1T 7YU4A2561268711	3/1/2005	118,414.00	92,121
100	2015	International	1436953	North Trans.	4DRBUAAL4FB025701	2/28/2014	154,999.00	172,763
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TRAILERS - MISC

Vehicle	Year	Make	Model	License Num	Location	Vehicle ID Number	Acquisition	Current Miles/Hours
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U-203	1999	Nucen	Trailer	1309216	Maint		11/2/2012	N/A Trailer
U-204	UNK	UNK	Trailer	UNK	Maint	UNK		N/A Trailer
U-208	2011	Hefty	Trailer	1309241	Maint	5NKBC1827BP006021	42321	N/A Trailer
U-209	UNK	Kubota	RTV 900	N/A	Maint	KRTV900A51050409		
U-210	UNK	Kubota	L2800D	N/A	RVHS Ag	S/N:3028545617		
U-211	1988	Western	19' Combo	1021631	RVHS Ag	1WZL192J988131096		N/A Trailer
U-212	2010	C&B	Maverick	1358842	Delta Ag	4JUBL2XBN035822	40400	N/A Trailer
U-213	UNK	Jacobsen	R311T	N/A	Maint	S/N:6917102272	FY 2012-13	
U-214	2017	Karcher	Shark	SE701397	Maint	1L9BF0811HC041276	8/15/2017	N/A Trailer
U-215	2019	Innovative	Dump	1445751	Maint	5PDCP1222KR017835	2/22/2019	N/A Trailer
U-216	2017	CARR	Livestock	1563887	Delta Ag	4YMBC2425HR002824		N/A Trailer
U-217	1991	SHORE	Trailer	1563888	Maint	1MDDX4J1XMF524936	5/2/2019	N/A Trailer
U-218	2016	Carson	Carrier	4RF2359	Maint	4HXSC1627GC184005		N/A Trailer
U-219	2020	Innovative	Tilt	1445757	Maint	5PDCE1823LR018376		N/A Trailer
U-220	2006	Jacobsen	628D	N/A	Maint	S/N:94671302355		
U-221	2006	Jacobsen	628D	N/A	Maint	S/N:94671302210		
U-222	2019	Single Axle Tilt		1246561	Maint	S/N:U1210XD1613		N/A Trailer
U-223	UNK	Patriot		1563887?	Delta Ag	4YMBC2425HR002824		N/A Trailer
U-224	1952	New Holand Escavator		N/A	Maint			
U-225	UNK	Man Lift			Maint			
U-226	2004	HONDA	ATV	AH9J40		478TE240044301721		

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2023

Attachments: X

From: Nancy Vielhauer, Asst. Superintendent of Ed Services

Item Number: 9.4.2

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

SUBJECT:

California Assessment of Student Performance and Progress (CAASPP) Data Information and Presentation

BACKGROUND:

The California Assessment of Student Performance and Progress (CAASPP) system of assessments includes the Smarter Balanced Assessment Consortium (SBAC) Summative Assessments and the California Alternate Assessments (CAAs) which are administered to River Delta Unified School District students in grades 3-8 and 11. In addition, CAASPP includes the California Science Test (CAST) for students in grades 5, 8, and one administration in high school. All CAASPP assessments are typically administered during the spring of each school year.

STATUS:

This presentation is to provide a summary of the Spring 2023 CAASPP results for students in grades 3-8 and 11.

PRESENTER: Nancy Vielhauer, Assistant Superintendent of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: No cost to the district.

RECOMMENDATION:

That the board receive the California Assessment of Student Performance and Progress (CAASPP) Data Information and Presentation.

Time allocated: 5-10 minutes

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 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 October 10, 2023 and the Special Meeting Held on October 21, 2023.

BACKGROUND:

Attached are the Minutes from the Regular meeting of the Board of Trustees held on October 10, 2023 and the Special meeting held on October 21, 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

October 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 5:32 p.m. on October 10, 2023, at Bates Elementary School, Courtland, California.
2. **Roll Call of Members:**
 - Marcial Lamera, President
 - Jennifer Stone, Vice President
 - Randall Jelly, Clerk
 - Marilyn Riley, Member
 - Rafaela Casillas, Member
 - Wanda Apel, Member
 - Dan Mahoney, MemberAlso present: Katherine Wright, Superintendent
3. **Review, Approve the Closed Session Agenda**
 - 3.1 Board President Lamera announced items on the Closed Session Agenda
 - 3.2 Public Comment on Closed Session Agenda Items. – None to report
4. **Approve Closed Session and Adjourn to Closed Session**
 - 4.1 Board President Lamera asked for a motion to approve the Closed Session agenda and adjourned the meeting to **Closed Session @ 5:33 pm.**
Member Riley moved to approve, Member Stone seconded. Motion carried 7 (Ayes: Stone, Jelly, Riley, Apel, Casillas, Mahoney, Lamera): 0 (Nays): 0 (Absent)
5. **Open Session was reconvened at 6:33 pm**
 - 5.1 Roll was retaken. All 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 Dr. MJ Kiwan Gómez, Principal Bates Elementary, Mokelumne High and River Delta Community Day Schools
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 taken during Closed Session.
7. **Review and Approve the Open Session Agenda**
 - 7.1 Board President Lamera asked for a motion to approve the Open Session agenda
Member Stone moved to approve, Member Riley seconded. Motion carried 7 (Ayes: Stone, Jelly, Riley, Apel, Casillas, Mahoney, Lamera): 0 (Nays): 0 (Absent)
8. **Public Comment:** No comments to report
9. **Special Presentations, Reports, Information**
 - 9.1 Special Presentations
 - 9.1.1 Presentation from Mokelumne High and River Delta Community Day Schools - Dr. MJ Kiwan Gómez, Principal Bates Elementary, Mokelumne High and River Delta Community Day School, read a letter from Mr. Davis, the teacher from Mokelumne High School as he was unable to attend the meeting. Dr. MJ Kiwan Gómez then introduced Ms. Villapando (Ms. V), the teacher from the Community Day School (CDS), Yahir Rios, a student of CDS, and Yahir's mother Sonia Flores. Ms. V explained a little of what she does each day with her students and with Yahir's assistance they showed the process of writing an essay. Yahir read an essay that he wrote that expressed his experience of attending the Community Day School and how it has had a positive impact on his life, noted that he felt it has made him a better version of himself. Ms. Flores mentioned that she was very thankful for her son having the opportunity to attend CDS and how it has changed his attitude toward school and his learning. She stated that he is excited to attend school each day and his attendance has made him a better person.

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

- 9.2.1 Board Members' report(s) Board President Lamera reported that on September 17th he attended the Friends of Clarksburg Annual Fundraiser for the Clarksburg Library. He mentioned that Member Stone was also in attendance. On September 22nd he and Member Apel made site visits to Walnut Grove and Isleton Elementary Schools. He thanked both Principals for opening the campuses and providing the tour. He stated that these visits are a highlight of being a Board member. President Lamera noted that he attended the Youth Empowerment Summit on September 29th, where local high school students were invited to ask questions on how to get involved in local government and advocacy efforts.

Member Casillas reported that Walnut Grove Elementary School has partnerships with community resources, South County Services and the Sacramento Sheriff's Department. The Sheriffs came to campus and the students were able to climb in their cars to see them firsthand. A former Walnut Grove Elementary and Delta High School student was instrumental in Walnut Grove Elementary School receiving a Walmart donation of school supplies worth approximately \$7,000. She mentioned Walnut Grove had their first Student of the Month assembly. Wilson the Wildcat made an appearance and took picture with students.

9.2.2 Committee report(s)

9.2.2.1 City of Rio Vista 2 X 2 – Member Mahoney reported that at the meeting they had further discussions the possibility of a land swap with the District, as the City is in need of property to install a water well site. He mentioned that the District and City have come to an agreement on language for the Joint Use Agreement between the two entities and discussed proposed future community projects. They discussed the traffic conditions the city is currently facing. He stated that commuters are currently driving past Riverview Middle School to bypass the Highway 12 traffic, noting that the installation of speedbumps maybe a possibility. The District conveyed to the City that the Brann Ranch negotiations are still moving forward and he thanked the City and its Council Members for their support.

- 9.2.3 Superintendent Wright's report(s) Superintendent Wright welcomed all that were in attendance, announcing that it's been an eventful month with lots of learning going on and Homecoming activities. Superintendent Wright reported that Nancy Vielhauer, Codi Agan and herself attended a Personnel Academy. They had the opportunity to reflect back on some of the Public Comment concerns that were expressed at a Board meeting toward the end of the 2022-2023 school year. She stated that it was wonderful to learn from the attorneys present at the Academy that many of the concerns that were expressed were put to rest because the HR practices in River Delta Unified School District were indeed appropriate and, in some instances, considered exemplary practices as in the case with our Aspiring Teacher Program. Superintendent Wright acknowledged Mrs. Agan for all her hard work and mentioned how much it is appreciated.

Superintendent Wright noted that she and Tammy Busch are continuing their efforts planning for safer school campuses. Delta High and Clarksburg Middle Schools definitely have wide open campuses, which the community members are in support of, however, there is a need to have collaborative discussions on how securing the campuses will work. Superintendent mentioned that she and Ms. Busch met with construction and project managers to discuss additional perimeter fencing such as Bates Elementary, Isleton Elementary Schools and Rio Vista High. Superintendent Wright reported that other safety measures were being reached such as video cameras, safety buzzers at the entry gates and teachers classroom door locks.

Superintendent Wright mentioned that for the past three weekends, she has been cleaning the woodshop at Rio Vista High School so progress can be made toward being able to have the shop reinspected by the insurance inspector before allowing it to reopen. She thanked the Maintenance and Operations team for their help during the week and Nancy Vielhauer and Steve Wright for their help on the weekends. She also thanked community members who have toured the shop and offered their expert advice as they are professionals in the industry. She stated that there is a lot more work to be done, but they are moving in the right direction.

9.3 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, Directors of MOT

9.3.1 Business Services' Report – Tammy Busch, Asst. Superintendent of Business Services

9.3.1.1 ADA/Enrollment Report – Tammy Busch, Asst. Superintendent of Business Services, reported that each month the district staff compiles attendance and enrollment data from all school sites. On this report the ADA is a comparative from 2022-2023 and current year 2023-2024. The District's current year ADA percentage is staying consistent this year at 92-93%, which is better compared to last year, even with the decrease in students compared to last year.

9.3.1.2 Monthly Financial Report – Tammy Busch, Asst. Superintendent of Business Services, reported that each month the Asst. Superintendent of Business Services prepares a monthly financial summary. As of September 30, 2023, this report shows the working budget stands. Ms. Busch stated that since the books for prior year have been completed the actuals shown on this report are year to date revenues and expenditures. She also mentioned that moving forward a cashflow type of report will be replacing the report currently being used.

Superintendent Wright announced that a Special Board Meeting will be held on October 21, 2023 at the Club at The Thisby Ranch on Isleton Road to have a Board retreat to provide the Board with learning session covering the Board's role, the Brown Act, Closed Session items. Ms. Busch will be providing information on the District's Budget and Financial Reports. We will also be setting goals for the District's LCAP.

9.3.2 Maintenance, Operations & Transportation Update, Ken Gaston, Director of MOT, reported that in addition to his written report. He mentioned that even though the transportation department gained a bus driver, they also lost one. An offer of employment has been made for the night custodial position at Bates Elementary School. Additional paperwork is needed to be completed to finalize the hiring process through the HR department.

Mr. Gaston mentioned that earlier in the evening he met with Delta Tree Service regarding the fallen trees at Bates Elementary and surrounding school properties.

Mr. Gaston provided follow up on the D.H. White Elementary School irrigation pump, stating that Dixon Irrigation has provided a proposal to replace the pump system and will need to go through the approval 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, reported that Educational Services has been transitioning from preparing for the beginning of school. She mentioned that she had the opportunity of attending the Personnel Academy, which was very informative. She stated that currently, it is now report season and there are many California Department of Education (CDE) reports that need to be submitted. The last report is due on October 13th, however, she was happy to report that it has already been submitted. The District will be holding its first Student Attendance Review Board (SARB) hearing for the year. She mentioned that many district statewide are struggling with chronic absenteeism. Part of the exacerbation of the overall habit of poor attendance that occurred with COVID. We are trying to right this trend and get the students back to school. Ms. Vielhauer noted that the students have just finished MAP testing. The District will be looking at the MAP data as a predictor to the CASSPP scores from the end of last year. She is asking the Principals to take a strong look at the data to prepare for the CASSPP testing in the Spring. Ms. Vielhauer reported that she had the opportunity to spend time at Delta High and Clarksburg Middle School earlier in the day. She spent time in the classroom and met many students. She had a very positive day on campus.

9.4.2 Williams' Settlement Public Notification Regarding Sufficiency of Teachers, Facilities, and Textbook and Instructional Materials – First Quarter (July – September 2023) – Nancy

Vielhauer, Asst. Superintendent of Educational Services, reported that the District has not received any complaints during this quarter. Clarification was made by Jennifer Gaston that the reporting quarter is for July-September 2023.

9.5 River Delta Unified Teacher's Association (RDUTA) Update – Chris Smith, RDUTA President, was virtually in attendance, however, he had technical difficulty providing an update. Superintendent Wright let Mr. Smith know that she and the Board are very interested in hearing his report and asked if he would submit something in writing.

9.6 California State Employees Association (CSEA) Chapter 319 Update – Patty DuBois, CSEA President, relayed to the Board that they have worked very hard on the job descriptions that would be reviewed for approved later in the agenda. She also stated they CSEA and the District would begin working on additional job descriptions later in the week. Ms. DuBois noted that she will be “Sunshining” reopeners for the 2023-2024 school year.

9.7 Request to Hold a Public Hearing to Sunshine the River Delta Unified School District's Negotiation Proposals to the California School Employees' Association (CSEA) Delta Chapter 319 for 2023-2024 – Katherine Wright, Superintendent

Open Public Hearing: 7:22 pm

Public Comment: Superintendent Wright explained the process of starting the negotiation process and listed the District's proposed Articles the District planned on reopening. No comments were received.

Close Public Hearing: 7:23pm

9.8 Request to Hold a Public Hearing to Sunshine the California School Employees' Association (CSEA) Delta Chapter 319 Negotiation Proposals to the River Delta Unified School District for 2023-2024 – Patty Dubois, CSEA President

Open Public Hearing: 7:24pm

Public Comment: No comments were received.

Close Public Hearing: 7:24pm

10. Consent Calendar

10.1 Approve Board Minutes

Regular Meeting of the Board, September 12, 2023

10.2 Receive and Approve Monthly Personnel Reports

As of October 10, 2023

10.3 District's Monthly Expenditure Report

September 2023

10.4 Request to Approve the Consolidated Application (ConApp) for 2023-2024 School Year
Tammy Busch, Assistant Superintendent of Business Services

10.5 Request to Approve Request to Approve the Overnight Field Trip for Bates Elementary School 5th and 6th Grade Students to Attend the Sly Park Environmental Science Camp from October 16 through October 20, 2023 – Dr. MJ Kiwan Gómez, Principal Bates Elementary

10.6 Request the Approval to Surplus Outdated and Broken Equipment from Rio Vista High School and Deem its Value as Zero – Nancy Vielhauer, Asst. Superintendent of Educational Services

10.7 Request to Approve the General Agreement for Nonpublic, Nonsectarian School/Agency (The Genesis Group) to Provide a Certified Occupational Therapy Assistant (COTA) for the 2023-2024 School Year – at a cost not to exceed \$95,000, Special Education Funds – Tracy Barbieri, Director of Special Education

10.8 Request to Approve the List of Overnight Travel for Delta High School's FFA Department FY 2023-2024 – Craig Cornelson, Principal

10.9 Request to Approve the List of Overnight Travel for Delta High School's Wrestling Team for FY 2023-2024 – Craig Cornelson, Principal

10.10 Request to Approve the Purchase of 3 Chromebook Carts, 66 Chromebooks, and 2 SMART Projectors for D.H. White Elementary School, at a Cost Not to Exceed \$25,402.05 ESSER Funds – Jennie Gornto, Principal

10.11 Donations or Receive and Acknowledge

Bates Elementary School

Ala! Marketing – Crest Dental Kits for Students (\$800 Value)

D.H. White Elementary School - In honor of Lynn Leany

Anonymous – School Supplies (\$400 Value)

Walnut Grove Elementary School – School Supplies

Walmart – (\$7,500 Value)

Delta High School – Media Center

Delta Elementary Charter School – Conference Table & Chairs - \$1,500 value

Delta High School – Baseball Field Maintenance

Friends of Clarksburg - \$10,000

Delta High School – Baseball Field Irrigation and Landscaping Supplies

Ewing Irrigation and Landscaping Supplies - \$1,805 value

Delta High School – Baseball Field Grass

Delta Blue Grass Co. - \$1,655 value

Delta High School – Agriculture Department

Delta High School Ag Boosters - \$8,200 for Chromebooks and Cart

Clarksburg Middle School – 7th Grade Spirit Shirts

Spirit Saints - \$1,500

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

Member Jelly moved to approve, Member Stone seconded. Motion carried 7 (Ayes: Stone, Jelly, Riley, Apel, Casillas, Mahoney, Lamera): 0 (Nays): 0 (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. Approve the Short-Term Staff Permit (STSP) as Authorized by the Commission on Teacher Credentialing for 2023-2024 School Year – Katherine Wright, Superintendent

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

12. Request to Approve the Memorandum of Understandings between the California School Employees Association and its River Delta Chapter 319 (CSEA) and the River Delta Unified School District Regarding the Classified Job Description Revisions – Katherine Wright, Superintendent

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

13. Request to Approve and Adopt the 2022-23 Tentative Agreement Between the California School Employees Association and its River Delta Chapter 319 and the River Delta Unified School District – Katherine Wright, Superintendent

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

14. Request to Approve and Adopt the 2023-2024 Tentative Agreement with the River Delta Unified Teacher's Association (RDUTA) and For All Non-Represented Employees – Tammy Busch, Asst. Superintendent of Business Services

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

15. Request to “Sunshine” the River Delta Unified School District Initial Negotiation Proposals to California School Employees’ Association (CSEA) Delta Chapter 319 for 2023-2024 – Katherine Wright, Superintendent

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

16. Request to Acknowledge California School Employees’ Association (CSEA) Delta Chapter 319 “Sunshined” Proposals for Negotiations with River Delta Unified School District for 2023-2024 – Katherine Wright, Superintendent

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

17. Request to Approve the Assistant Superintendent of Educational Services Employee Agreement with Nancy Vielhauer, From 7/1/2023 through 6/30/2026 – Katherine Wright, Superintendent, noted that the base salary of \$160,722 shall be adjusted by the greater of (1) the same percentage increase to base salary that the RDUSD Governing Board has granted to other certificated employees of the District or (2) the current year's California Consumer Price Index for Urban Wage Earners and Clerical Workers as calculated by the Department of Industrial Relations (California Consumer Price Index). Health and Welfare Benefits are the same as other certificated employees, twenty (20) days of vacation is the same as other twelve (12) month employees, a paid membership to a non-profit organization or professional organization, a \$400 a monthly allowance for mileage within the District boundaries. The contract states that they may be provided with a District cell phone or a \$75 monthly allowance if using their personal phone. The contract is retroactive to July 1, 2023, and expires June 30, 2026.

Member Stone requested to recuse herself from voting on this agenda item as she has a personal relationship with Ms. Vielhauer.

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

18. Request to Approve the Assistant Superintendent of Business Services Employee Agreement with Tammy Busch, From 7/1/2023 through 6/30/2026 – Katherine Wright, Superintendent, noted that the base salary of \$160,722 shall be adjusted by the greater of (1) the same percentage increase to base salary that the RDUSD Governing Board has granted to other certificated employees of the District or (2) the current year's California Consumer Price Index for Urban Wage Earners and Clerical Workers as calculated by the Department of Industrial Relations (California Consumer Price Index). Health and Welfare Benefits are the same as other certificated employees, twenty (20) days of vacation is the same as other twelve (12) month employees, a paid membership to a non-profit organization or professional organization, a \$400 a monthly allowance for mileage within the District boundaries. The contract states that they may be provided with a District cell phone or a \$75 monthly allowance if using their personal phone. The contract is retroactive to July 1, 2023, and expires June 30, 2026.

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

19. Request to Approve the Amended Employment Agreement and Contract Extension for Katherine Wright, Superintendent, Expiring 6/30/2026 - Board President Lamera noted that the Board of Trustee entered into a contract with Katherine Wright as the District's Superintendent on May 14, 2019, commencing on July 1, 2019. The current contract for Superintendent Wright is due to expire on June 30, 2024. The Superintendent's current salary of \$245,797.15 shall be adjusted by the greater of (1) the same percentage increase to base salary that the RDUSD Governing Board has granted to other certificated employees of the District or (2) the current year's California Consumer Price Index for Urban Wage Earners and Clerical Workers as calculated by the Department of Industrial Relations (California Consumer Price Index). In addition to the base salary the Superintendent shall receive the same health, welfare, and employee benefits received by certificated employees in the District. Superintendent shall accrue sick leave at the rate of one sick day per month of service, shall be reimbursed for work travel expenses outside the geographical boundaries of the District, business expense allowance shall be reimbursed with a maximum of \$300 per month for reasonable work expenses, professional or community organization membership reimbursement. The Superintendent shall not receive additional reimbursed for additional mileage or automobile expenses within the District boundaries, but will be entitled reimbursement for necessary travel outside the District boundaries. The Superintendent will receive a \$75 a month stipend as a cell phone allowance or provided a District cell phone with a District paid plan. The Superintendent's extended Employee Agreement shall expire on June 30, 2026.

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

20. Request to Ratification of Change Order #1 to August-Jaye, Inc. dba August-Jaye Construction and Approval of Notice of Completion for the Walnut Grove Elementary School Window Replacement Project – Tammy Busch, Asst Superintendent of Business Services

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

21. Request the Boards Authorization for RGM Kramer to continue to provide Program Management Services for the Measure J and K Facilities Bond Programs, Total Bond Funds \$152,850 – Tammy Busch, Asst Superintendent of Business Services

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

22. Re-Adjourn to continue Closed Session, if needed – Board President Lamera reported that the Board would not reconvene to Closed Session.
23. Report of Action taken, if any, during continued Closed Session (Government Code Section 54957.1) –Board President Lamera reported that the Board had not reconvened to Closed Session and have nothing to report.
24. Adjournment: There being no further business before the Board, Board President Lamera asked for a motion to adjourn.

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

The meeting was adjourned at 8:31 pm

Submitted:

Approved:

Katherine Wright, Superintendent and
Secretary to the Board of Trustees

By: Jennifer Gaston, Recorder
End

Randall Jelly, Clerk, Board of Trustees

RIVER DELTA UNIFIED SCHOOL DISTRICT

MINUTES

SPECIAL MEETING October 21, 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 8:30 a.m. on October 21, 2023 at The Club at the Thisby Ranch, Walnut Grove, 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 (excused himself at 2:52pm)
- Also present: Katherine Wright, Superintendent; Tammy Busch, Asst. Superintendent of Business Services; Nancy Viehauer, Asst. Superintendent of Educational Services and Jennifer Gaston, Recorder.
3. Review, Approve the Closed Session Agenda
 - 3.1 Board President Lamera announced items on the Closed Session Agenda.
 - 3.2 Public Comment on Closed Session Agenda Items. – None to report
 4. Board President Lamera asked for a motion to approve the Closed Session agenda
 - Member Riley moved to approve, Member Stone seconded. Motion carried 6 (Ayes: Stone, Jelly, Riley, Apel, Mahoney, Lamera): 0 (Nays): 1 (Absent: Casillas)*
 5. Open Session was reconvened at 9:56 am
 - 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 taken during Closed Session.
 7. Review and Approve the Open Session Agenda
 - 7.1 Board President Lamera asked for a motion to approve the Open Session agenda
 - Member Jelly moved to approve, Member Stone seconded. Motion carried 6 (Ayes: Stone, Jelly, Riley, Apel, Mahoney, Lamera): 0 (Nays): 1 (Absent: Casillas)*
 8. Public Comment: No comments to report
 9. Request to Approve the Purchase of a 2015 GMC Sierra K3500 DE for the Rio Vista High School Agricultural Department, Cost of \$54,017.096 Plus Applicable Fees, K12 Strong Workforce Program Grant – Nancy Viehauer, Assistant Superintendent of Educational Services
 - Member Stone moved to approve, Member Apel seconded. Motion carried 6 (Ayes: Stone, Jelly, Riley, Apel, Mahoney, Lamera): 0 (Nays): 1 (Absent: Casillas)*
 10. Welcome Guest and Presenters – Katherine Wright, Superintendent welcomed Eric Stevens from Edwards, Stevens and Tucker, LLP. Introductions were made to familiarize the Board members, District Staff and Mr. Stevens.

11. Hold an Effective Governance Workshop/Study Session – President Lamera welcomed Mr. Stevens and invited him to start the River Delta Unified School District’s Board Retreat Learning Session. Mr. Stevens provided the Board with a detailed explanation of “The Board’s Role”, what is and what isn’t their role, including their primary responsibilities. He provided a training on the Brown Act, including respectfully holding each other accountable. and essential information about Closed Session. In regard to the Brown Act, he also spoke of the Agenda and Notice Requirements and the Boards participation in the meetings. Mr. Stevens provided guidance on how the Board should deal with electronic communication. Lastly, Mr. Stevens gave an overview of the process of holding a compliant Expulsion Hearing, detailing the initial steps and follow-up items they need in making the final decision in an expulsion case. Mr. Stevens gave the Board members an opportunity to ask questions on the information given.

Board President Lamera asked for a motion to adjourn the meeting for Lunch at 12:03pm
Member Apel moved to approve, Member Stone seconded. Motion carried 6 (Ayes: Stone, Jelly, Riley, Apel, Mahoney, Lamera): 0 (Nays): 1 (Absent: Casillas)

Board President Lamera asked for a motion to readjourn the meeting after Lunch at 12:43pm
Member Apel moved to approve, Member Stone seconded. Motion carried 6 (Ayes: Stone, Jelly, Riley, Apel, Mahoney, Lamera): 0 (Nays): 1 (Absent: Casillas)

Ms. Busch provided a learning session on understanding the District’s Budget and reading and understanding the financial reports.

Superintendent Wright discussed 2023-2024 Goal Setting for the District and strategic objectives.

12. Re-Adjourn to continue Closed Session, if needed – Board President Lamera reported that the Board would not reconvene to Closed Session.
13. Report of Action taken, if any, during continued Closed Session (Government Code Section 54957.1)
Board President Lamera reported that the Board had not reconvened to Closed Session and have nothing to report.
14. Adjournment: Member Lamera requested that with there being no further business before the Board, Board President Lamera asked for a motion to adjourn.

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

The meeting was adjourned at 3:07 pm

Submitted:

Approved:

Katherine Wright, Superintendent and Secretary to the Board of Trustees

Randall Jelly, Clerk, Board of Trustees

By: Jennifer Gaston, Recorder
End

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 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

RIVER DELTA UNIFIED SCHOOL DISTRICT
PERSONNEL TRANSACTION AND REPORT

DATE: November 14, 2023

ACTION - CERTIFICATED	NAME	POSITION	FTE	SITE/DEPT	EFFECTIVE DATE	VICE
New Hire - Administrative	Melissa Pina	Speech Language Pathologist	0.28	Districtwide	11/1/2023	
Resignation	Timothy Higgs	Social Science Teacher	1.00	Rio Vista High	10/31/2023	
New Hire	Timothy Higgs	T.O.S.A.	1.00	Districtwide	11/1/2023	Jenny Emigh
	Daniel Azimioara	Social Science Teacher	1.00	Rio Vista High	10/23/2023	Timothy Higgs
ACTION - CLASSIFIED	NAME	POSITION	FTE	SITE/DEPT	EFFECTIVE DATE	VICE
New Hire	Elizabeth Pool	Instructional Assistant II	0.81	D.H. White Elementary	11/1/2023	
	David Del Real	COTA	1.00	Districtwide	11/1/2023	Renee Hunter
	Robin Prout	Instructional Assistant IV	0.87	D.H. White Elementary	10/16/2023	
	Sara Garcia Rodriguez	Custodian I	0.50	Districtwide	11/13/2023	Lorena Ibarra Silva
	Sara Garcia Rodriguez	Instructional Assistant II	0.31	Bates Elementary	11/13/2023	Michelle Robles
	Sara Garcia Rodriguez	Instructional Assistant II	0.19	Community Day / Moke	11/13/2023	
Resigned	Cierra Bergman	Health Assistant	0.88	Districtwide	11/24/2023	

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 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

Batch status: A All

From batch: 0064

To batch: 0067

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn Op1 Op2 T9MPS	Liq Amt	Net	Amount
012497/00	BUSWEST	270746875						
240099	PO-240081	09/28/2023	INV#XA410042065:01	BUS PRTS	1 01-0720-0-4300-000-0000-3600-000-000	NN P	432.87	432.87
240099	PO-240081	09/28/2023	INV#XA410022281:01	BUS PRTS	1 01-0720-0-4300-000-0000-3600-000-000	NN P	251.06	251.06
240099	PO-240081	09/28/2023	INV#XA41002402:01	BUST PRTS	1 01-0720-0-4300-000-0000-3600-000-000	NN P	51.66	51.66
240099	PO-240081	09/28/2023	INV#XA400073709:01	BUS PRTS	1 01-0720-0-4300-000-0000-3600-000-000	NN P	144.30	144.30
240099	PO-240081	09/28/2023	INV#XA400074477:01	BUST PRTS	1 01-0720-0-4300-000-0000-3600-000-000	NN P	258.43	258.43
240099	PO-240081	09/28/2023	INV#XA400074701:01	BUS PRTS	1 01-0720-0-4300-000-0000-3600-000-000	NN P	44.32	44.32
240099	PO-240081	09/28/2023	INV#XA410044134:01	BUS PRTS	1 01-0720-0-4300-000-0000-3600-000-000	NN P	40.60	40.60
240099	PO-240081	09/28/2023	INV#XA410044483:01	BUS PRTS	1 01-0720-0-4300-000-0000-3600-000-000	NN P	189.98	189.98
			TOTAL PAYMENT AMOUNT		1,413.22 *		1,413.22	
015833/00	DISCOVERY EDUCATION INC							
240192	PO-240175	10/02/2023	CINV-110729	DISCOVERY EDU	1 01-0000-0-5800-000-1110-1000-000-213	NN F	1,500.00	1,500.00
			TOTAL PAYMENT AMOUNT		1,500.00 *		1,500.00	
012695/00	DOCUMENT TRACKING SERVICES	203469254						
240298	PO-240271	10/02/2023	INV#9457104	DOCU TRACKING	1 01-0000-0-5800-107-1110-1000-000-000	NN F	4,650.00	4,650.00
			TOTAL PAYMENT AMOUNT		4,650.00 *		4,650.00	
010469/00	E.F. KLUDDT & SONS INC	942369157						
240080	PO-240060	10/02/2023	INV#309728	FUEL	1 01-0720-0-4340-000-0000-3600-000-000	NN P	3,837.67	3,837.67
			TOTAL PAYMENT AMOUNT		3,837.67 *		3,837.67	
013913/00	FLORAL FRESH	680095675						
240208	PO-240184	09/28/2023	INV#1343196	FLORAL SUPPL	1 01-0000-0-4300-000-1110-1000-000-311	NN P	161.77	161.77
240208	PO-240184	09/28/2023	INV#1343196	FLORAL SUPPL	2 01-7010-0-4300-000-1110-1000-800-311	NN P	161.76	161.76
			TOTAL PAYMENT AMOUNT		323.53 *		323.53	
013912/00	FLORAL RESOURCES SACRAMENTO	455530476						
240209	PO-240185	09/28/2023	INV#1343185	FLORAL SUPPL	1 01-0000-0-4300-000-1110-1000-000-311	N7 P	263.04	263.04
240209	PO-240185	09/28/2023	INV#1343185	FLORAL SUPPL	2 01-7010-0-4300-000-1110-1000-800-311	N7 P	263.04	263.04
			TOTAL PAYMENT AMOUNT		526.08 *		526.08	

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn Op1 Op2 T9MPS	Liq Amt	Net	Amount
000711/00	GROW WEST-PARTS	941561366						
240085 PO-240072	10/03/2023	ACCT#13112 7/27-8/31 TRANSPORT	1	01-0720-0-4300-000-0000-3600-000-000	NN P	11.69	11.69	
		TOTAL PAYMENT AMOUNT			11.69 *		11.69	
014231/00	MERIDIAN STUDENT PLANNERS	261095433						
240173 PO-240164	10/03/2023	INV#127971 STUDENT PLANNERS	1	01-0000-0-4300-000-1110-1000-000-321	NN F	1,848.94	1,848.94	
		TOTAL PAYMENT AMOUNT			1,848.94 *		1,848.94	
015824/00	MOBYMAX EDUCATION LLC	843428190						
240189 PO-240158	10/03/2023	INV#451064 ALL STUD. LICENSE	1	01-0000-0-5800-000-1110-1000-000-213	NN F	1,407.00	1,407.00	
		TOTAL PAYMENT AMOUNT			1,407.00 *		1,407.00	
011429/00	OLIVER WORLDCLASS LABS INC	833282891						
240128 PO-240113	09/28/2023	INV#1906 SMARTBOARD	1	01-3213-0-4400-000-1110-1000-000-224	NN P	7,676.70	7,676.70	
240128 PO-240113	09/28/2023	INV#1906 SMARTBOARD	2	01-3213-0-5800-000-1110-1000-000-224	NN F	418.54	749.80	
		TOTAL PAYMENT AMOUNT			8,426.50 *		8,426.50	
014333/00	PROCARE THERAPY	261251927						
240296 PO-240269	10/03/2023	INV#20763178 PARAPROFESS.	1	01-6500-0-5100-000-5750-1190-000-000	NN P	2,400.00	2,400.00	
		TOTAL PAYMENT AMOUNT			2,400.00 *		2,400.00	
013540/00	SOLIANT HEALTH	000000000						
240270 PO-240243	10/03/2023	INV#20764169 BEHAVIOR AIDES	1	01-6500-0-5800-000-5770-1190-000-000	NN P	9,275.18	9,275.18	
240270 PO-240243	10/03/2023	INV#20764372 BEHAVIOR AIDES	1	01-6500-0-5800-000-5770-1190-000-000	NN P	6,983.59	6,983.59	
240270 PO-240243	10/03/2023	INV#20739049 BEHAVIOR AIDES	1	01-6500-0-5800-000-5770-1190-000-000	NN P	890.40	890.40	
240270 PO-240243	10/03/2023	INV#20743264 BEHAVIOR AIDES	1	01-6500-0-5800-000-5770-1190-000-000	NN P	13,004.29	13,004.29	
240270 PO-240243	10/03/2023	INV#20752905 BEHAVIOR AIDES	1	01-6500-0-5800-000-5770-1190-000-000	NN P	17,388.94	17,388.94	
		TOTAL PAYMENT AMOUNT			47,542.40 *		47,542.40	
014069/00	STAPLES ADVANTAGE	043390816						
240008 PO-240085	10/03/2023	INV#3545217324 ISLE SUPPL	1	01-0000-0-4300-000-1110-1000-000-224	NN P	624.55	624.55	
240199 PO-240177	10/03/2023	INV#3548060890 RDHES SUPPL	1	01-0000-0-4300-000-3100-1000-000-330	NN P	23.93	23.93	
240199 PO-240177	10/03/2023	INV#3548060890 RDHES SUPPL	2	01-0740-0-4300-000-3100-1000-000-330	NN P	15.95	15.95	
		TOTAL PAYMENT AMOUNT			664.43 *		664.43	

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
015831/00	STETSON AND ASSOCIATES INC	760455652							
240222	PO-240202 10/03/2023	INV#20110813 TRAINING	1	01-6500-0-5800-000-5770-1120-000-000	NN P			2,250.00	2,250.00
		TOTAL PAYMENT AMOUNT						2,250.00 *	2,250.00
000096/00	STEWART INDUSTRIAL SUPPLY INC	680224275							
240081	PO-240061 09/28/2023	8/7-8/28 STATEMENT	1	01-0720-0-4300-000-0000-3600-000-000	NN P			440.68	440.68
		TOTAL PAYMENT AMOUNT						440.68 *	440.68
015790/00	THE RADIO GUYS	844593673							
240258	PO-240226 10/03/2023	INV#24597 RVHS RADIOS	2	01-0000-0-5800-000-1110-1000-000-321	NN F			20.00	18.37
240258	PO-240226 10/03/2023	INV#24597 RVHS RADIOS	1	01-0000-0-4300-000-1110-1000-000-321	NN F			2,414.84	2,357.36
		TOTAL PAYMENT AMOUNT						2,375.73 *	2,375.73
		TOTAL Fund	PAYMENT					79,617.87 **	79,617.87
		TOTAL BATCH PAYMENT						79,617.87 ***	0.00
									79,617.87

Vendor/Addr Remit name Tax ID num Deposit type ABA num Account num EE ES E-Term E-ExtRef
 Req Reference Date Description Fd Resc Y Objt Ste Goal Fctn Op1 Op2 T9MPS Liq Amt Net Amount

 012785/00 CAMFEL PRODUCTIONS 952760042
 PV-240269 10/02/2023 DARE TO MOVE RMS 01-0000-0-4300-000-1110-1000-001-222 NN 1,625.00
 TOTAL PAYMENT AMOUNT 1,625.00 *

014428/00 CENTRAL REGION CATA
 PV-240270 10/02/2023 INV#130 CATA REGIST 01-7010-0-5200-000-1215-1000-800-311 NN 15.00
 PV-240270 10/02/2023 INV#130 CATA REGIST 01-0000-0-5200-000-1215-1000-800-311 NN 15.00
 PV-240270 10/02/2023 INV#45 CATA REGIST 01-0000-0-5200-000-1215-1000-800-311 NN 25.00
 PV-240270 10/02/2023 INV#45 CATA REGIST 01-7010-0-5200-000-1215-1000-800-311 NN 25.00
 TOTAL PAYMENT AMOUNT 80.00 *

011339/00 FRONTIER 060619596
 PV-240258 09/27/2023 AUG PHONES 01-0000-0-5910-000-0000-7200-000-000 NN 3,591.23
 PV-240277 10/03/2023 OCT 01-0000-0-5910-000-0000-7200-000-000 NN 411.89
 PV-240277 10/03/2023 SEPT 01-0000-0-5910-000-0000-7200-000-000 NN 411.62
 PV-240277 10/03/2023 AUG 01-0000-0-5910-000-0000-7200-000-000 NN 393.08
 PV-240277 10/03/2023 JUL 01-0000-0-5910-000-0000-7200-000-000 NN 391.74
 PV-240277 10/03/2023 JUN 01-0000-0-5910-000-0000-7200-000-000 NN 392.40
 TOTAL PAYMENT AMOUNT 5,591.96 *

015671/00 GEOLINKS
 PV-240278 10/03/2023 INV#BD0162249 OCT 01-0000-0-8699-000-9670-2420-778-760 NN -557.60
 PV-240278 10/03/2023 INV#BD0162249 OCT 01-0000-0-8699-000-9670-2420-778-760 NN -69.70
 PV-240278 10/03/2023 INV#BD0162249 OCT 01-0000-0-5910-000-9670-2420-000-000 NN 697.00
 PV-240278 10/03/2023 INV#BD0158972 SEPT 01-0000-0-8699-000-9670-2420-778-760 NN -557.60
 PV-240278 10/03/2023 INV#BD0158972 SEPT 01-0000-0-8699-000-9670-2420-778-760 NN -69.70
 PV-240278 10/03/2023 INV#BD0158972 SEPT 01-0000-0-5910-000-9670-2420-000-000 NN 697.00
 PV-240278 10/03/2023 INV#BD0152757 JUL 01-0000-0-8699-000-9670-2420-778-760 NN -557.60
 PV-240278 10/03/2023 INV#BD0152757 JUL 01-0000-0-8699-000-9670-2420-778-760 NN -69.70
 PV-240278 10/03/2023 INV#BD0152757 JUL 01-0000-0-5910-000-9670-2420-000-000 NN 697.00
 PV-240278 10/03/2023 INV#BD0135360 APRIL 01-0000-0-8699-000-9670-2420-778-760 NN -557.60
 PV-240278 10/03/2023 INV#BD0135360 APRIL 01-0000-0-8699-000-9670-2420-778-760 NN -69.70
 PV-240278 10/03/2023 INV#BD0135360 APRIL 01-0000-0-5910-000-9670-2420-000-000 NN 697.00
 PV-240278 10/03/2023 INV#BD0131616 MARCH 01-0000-0-8699-000-9670-2420-778-760 NN -557.60
 PV-240278 10/03/2023 INV#BD0131616 MARCH 01-0000-0-8699-000-9670-2420-778-760 NN -69.70
 PV-240278 10/03/2023 INV#BD0131616 MARCH 01-0000-0-5910-000-9670-2420-000-000 NN 697.00
 PV-240278 10/03/2023 INV#BD0127604 FEB 01-0000-0-8699-000-9670-2420-778-760 NN -557.60
 PV-240278 10/03/2023 INV#BD0127604 FEB 01-0000-0-8699-000-9670-2420-778-760 NN -69.70
 PV-240278 10/03/2023 INV#BD0127604 FEB 01-0000-0-5910-000-9670-2420-000-000 NN 697.00
 TOTAL PAYMENT AMOUNT 418.20 *

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
013807/00	HUBERT COMPANY LLC	311599078							
PV-240280	10/03/2023	INV#297510B1		01-7032-0-4300-000-0000-3700-000-000	NN			43.66	
PV-240280	10/03/2023	INV#297510B2		01-7032-0-4300-000-0000-3700-000-000	NN			215.17	
PV-240280	10/03/2023	INV#297510		01-7032-0-4300-000-0000-3700-000-000	NN			1,850.41	
TOTAL PAYMENT AMOUNT								2,109.24 *	2,109.24
015512/00	LEAF	274256501							
PV-240272	10/02/2023	INV#15356681 RMS		01-0000-0-5840-222-1110-1000-000-000	NY			1,366.58	
PV-240272	10/02/2023	INV#15356684 RVHS		01-0000-0-5840-321-1110-1000-000-000	NY			45.61	
PV-240272	10/02/2023	INV#15356683 RVHS		01-0000-0-5840-321-1110-1000-000-000	NY			69.86	
PV-240272	10/02/2023	INV#15356682 ISLE		01-0000-0-5840-224-1110-1000-000-000	NY			1,267.24	
TOTAL PAYMENT AMOUNT								2,749.29 *	2,749.29
015147/00	MICHAEL'S TRANSPORTATION SERV								
PV-240260	09/27/2023	INV#122141		01-6500-0-5800-000-0000-3600-000-000	NN			2,180.00	
PV-240260	09/27/2023	INV#121963		01-6500-0-5800-000-0000-3600-000-000	NN			545.00	
PV-240260	09/27/2023	INV#121975		01-6500-0-5800-000-0000-3600-000-000	NN			2,180.00	
PV-240260	09/27/2023	INV#122022		01-6500-0-5800-000-0000-3600-000-000	NN			1,635.00	
TOTAL PAYMENT AMOUNT								6,540.00 *	6,540.00
010203/00	NORTHBAY HEALTHCARE GROUP	941458282							
PV-240273	10/02/2023	INV#OH109662 DRUG SCREEN		01-0720-0-5800-000-0000-3600-000-000	NN			30.00	
TOTAL PAYMENT AMOUNT								30.00 *	30.00
014465/00	PARKER & COVERT LAW OFFICE	330920915							
PV-240262	09/27/2023	INV#76282 PROF SRVCS		01-0000-0-5880-000-0000-7160-000-000	NY			6,624.00	
TOTAL PAYMENT AMOUNT								6,624.00 *	6,624.00
015261/00	PCR CONSULTING	205232286							
PV-240274	10/02/2023	INV#RD18 CONSULTING SRVCS		01-0000-0-5800-000-0000-7300-000-000	NN			719.10	
TOTAL PAYMENT AMOUNT								719.10 *	719.10

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Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
003270/00	PG&E	940742640							
	PV-240259	09/27/2023	AUG DIST ELEC	01-0000-0-5510-000-0000-8100-000-000	NN			28,033.34	
			TOTAL PAYMENT AMOUNT		28,033.34	*		28,033.34	
012225/00	SACRAMENTO COUNTY	000000000							
	PV-240271	10/02/2023	2005 #1	01-0000-0-5800-000-0000-9100-000-000	NN			637.41	
	PV-240271	10/02/2023	2005 #2	01-0000-0-5800-000-0000-9100-000-000	NN			637.41	
	PV-240271	10/02/2023	2006 #1	01-0000-0-5800-000-0000-9100-000-000	NN			637.41	
	PV-240271	10/02/2023	2006 #2	01-0000-0-5800-000-0000-9100-000-000	NN			637.41	
	PV-240271	10/02/2023	2008 #2	01-0000-0-5800-000-0000-9100-000-000	NN			637.41	
			TOTAL PAYMENT AMOUNT		3,187.05	*		3,187.05	
000316/00	SCHOOLS INSURANCE AUTHORITY	942637043							
	PV-240275	10/02/2023	WCADJ2023-024 WORKERS COMP	01-0000-0-9557-000-0000-0000-000-000	NN			39,889.00	
			TOTAL PAYMENT AMOUNT		39,889.00	*		39,889.00	
000095/00	SMUD	000000000							
	PV-240263	09/27/2023	ACCT#311497	01-0000-0-5510-000-0000-8100-000-000	NN			29.76	
			TOTAL PAYMENT AMOUNT		29.76	*		29.76	
012084/00	SODEXO INC & AFFILIATES	520936594							
	PV-240289	10/03/2023	PROF DEV. CATERING	01-0740-0-5825-107-1110-1000-802-000	NN			874.77	
	PV-240289	10/03/2023	BOARD DINNER CATERING	01-0000-0-5825-000-0000-7110-000-000	NN			31.24	
	PV-240289	10/03/2023	RVHS STAFF TRAIN CATERING	01-0000-0-4300-107-1695-1040-000-000	NN			135.38	
	PV-240289	10/03/2023	APR-JUN DAIRY	01-5466-0-4300-000-0000-3700-000-000	NN			17,683.48	
	PV-240289	10/03/2023	JUL-AUG DAIRY	01-5466-0-4300-000-0000-3700-000-000	NN			6,106.81	
			TOTAL PAYMENT AMOUNT		24,831.68	*		24,831.68	
003646/00	STATE OF CALIFORNIA	946003786							
	PV-240286	10/03/2023	INV#678412 FINGERPRINTS	01-0000-0-5870-000-4320-2495-000-223	NN			64.00	
	PV-240286	10/03/2023	INV#678412 FINGERPRINTS	01-0000-0-5870-000-0000-7400-000-000	NN			162.00	
			TOTAL PAYMENT AMOUNT		226.00	*		226.00	

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Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
013997/00	VERIZON WIRELESS	223723921							
PV-240279	10/03/2023	MAINT PHONES		01-8150-0-5910-000-0000-8110-000-000	N7			285.26	
PV-240279	10/03/2023	HOT SPOTS		01-0000-0-5900-000-9172-7200-000-000	N7			225.10	
PV-240279	10/03/2023	DIST WIDE PHONES		01-0000-0-5910-000-0000-7200-000-000	N7			2,928.57	
PV-240279	10/03/2023	SPED PHONES		01-6500-0-5910-000-5770-2700-000-000	N7			50.16	
PV-240279	10/03/2023	ASP PHONES		01-0000-0-5910-000-0000-7200-000-000	N7			83.90	
		TOTAL PAYMENT AMOUNT		3,572.99	*			3,572.99	
014450/00	WIZIX	822534390							
PV-240276	10/02/2023	INV#359240 DIST OFF		01-0000-0-5840-000-0000-7200-000-000	NN			300.68	
PV-240276	10/02/2023	INV#359875 WGE		01-0000-0-5840-214-1110-1000-000-000	NN			164.86	
PV-240276	10/02/2023	INV#359874 WGE		01-0000-0-5840-214-1110-1000-000-000	NN			265.56	
PV-240276	10/02/2023	INV#359659 BATES		01-0000-0-5840-213-1110-1000-000-000	NN			70.12	
PV-240276	10/02/2023	INV#358258 DIST OFF		01-0000-0-5840-000-0000-7200-000-000	NN			225.93	
PV-240276	10/02/2023	INV#359186 RVHS		01-0000-0-5840-321-1110-1000-000-000	NN			997.66	
		TOTAL PAYMENT AMOUNT		2,024.81	*			2,024.81	
		TOTAL Fund	PAYMENT	128,281.42	**			128,281.42	

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
015512/00	LEAF	274256501							
PV-240272	10/02/2023	INV#15356685 CAFE		13-5310-0-5840-000-0000-3700-000-000	NY				46.64
PV-240272	10/02/2023	INV#15356680 CAFE		13-5310-0-5840-000-0000-3700-000-000	NY				199.15
TOTAL PAYMENT AMOUNT									245.79 *
012084/00	SODEXO INC & AFFILIATES	520936594							
PV-240289	10/03/2023	INV#100234036 LUN./BREAK.		13-5310-0-5800-000-0000-3700-000-000	NN				48,509.39
PV-240289	10/03/2023	INV#100234036 SNACK/SUPP.		13-5320-0-5800-000-0000-3700-000-000	NN				5,352.19
PV-240289	10/03/2023	CREDIT		13-5310-0-8221-000-0000-0000-000-000	NN				-7,500.35
TOTAL PAYMENT AMOUNT									46,361.23 *
TOTAL Fund PAYMENT									46,607.02 **

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
012225/00	SACRAMENTO COUNTY	000000000							
PV-240271	10/02/2023	2021 MEAS J			22-9359-0-5800-000-0000-9100-000-000	NN			974.21
					TOTAL PAYMENT AMOUNT				974.21
					TOTAL Fund	PAYMENT			974.21

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
012225/00	SACRAMENTO COUNTY	000000000							
PV-240271	10/02/2023	2021 MEAS K			23-9360-0-5800-000-0000-9100-000-000	NN			954.58
		TOTAL PAYMENT AMOUNT				954.58 *			954.58
013480/00	SHELDON GAS COMPANY	941401690							
PV-240264	09/27/2023	INV#14987012 PROPANE			23-9360-0-5800-000-9115-8500-030-000	NN			69.61
PV-240264	09/27/2023	INV#15238382 PROPANE			23-9360-0-5800-000-9115-8500-030-000	NN			68.88
		TOTAL PAYMENT AMOUNT				138.49 *			138.49
		TOTAL Fund	PAYMENT			1,093.07 **			1,093.07
		TOTAL BATCH PAYMENT				176,955.72 ***	0.00		176,955.72

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn Op1 Op2 T9MPS	Liq Amt	Net	Amount

015688/00	BARBIERI, TRACY							
	PV-240285	10/03/2023	AUG MILEAGE		01-6500-0-5230-000-5001-2100-000-000 NN			106.50
			TOTAL PAYMENT AMOUNT		106.50 *			106.50
015732/00	CERVANTES, CLAUDIA							
	PV-240265	09/27/2023	AUG MILEAGE		01-6500-0-5230-000-5770-3600-000-000 NN			323.30
			TOTAL PAYMENT AMOUNT		323.30 *			323.30
015849/00	CHRISTIANSON-TREAT, TRICIA							
	PV-240267	09/27/2023	CONF PER DIEM		01-0000-0-5200-107-0000-2100-000-000 NN			125.00
			TOTAL PAYMENT AMOUNT		125.00 *			125.00
015183/00	LOPEZ, LUIS							
	PV-240283	10/03/2023	AUG MILEAGE		01-0000-0-5230-000-0000-8100-000-000 NN			128.05
			TOTAL PAYMENT AMOUNT		128.05 *			128.05
015857/00	O'HANDLEY, JESSICA							
	PV-240266	09/27/2023	PEARSON REIMB		01-6500-0-5800-000-5001-3120-000-000 NN			64.00
			TOTAL PAYMENT AMOUNT		64.00 *			64.00
011833/00	ORTEGA, JUDY		000000000					
	PV-240281	10/03/2023	AUG MILEAGE		01-0720-0-5230-000-0000-3600-000-000 NN			25.46
			TOTAL PAYMENT AMOUNT		25.46 *			25.46
012885/00	SALOMON, TRISHA							
	PV-240287	10/03/2023	CONF MILEAGE		01-6500-0-5230-000-5001-2100-000-000 NN			72.05
			TOTAL PAYMENT AMOUNT		72.05 *			72.05
014765/00	WALROND, JACQUELINE							
	PV-240268	09/27/2023	HOMEWORK CLUB SNACKS		01-0000-0-4300-000-1110-1000-000-222 NN			7.94
	PV-240268	09/27/2023	HOMEWORK CLUB SNACKS		01-0740-0-4300-000-1110-1000-000-222 NN			5.30
			TOTAL PAYMENT AMOUNT		13.24 *			13.24

091 RIVER DELTA UNIFIED

J91584

ACCOUNTS PAYABLE PRELIST

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BATCH: 0066 EMPLOYEE

<< Open >>

Fund : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1	Op2	T9MPS	Liq Amt	Net Amount
-----			TOTAL Fund	PAYMENT	857.60	**			857.60	

091 RIVER DELTA UNIFIED

J91584

ACCOUNTS PAYABLE PRELIST
BATCH: 0066 EMPLOYEE
Fund : 13 CAFETERIA

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<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount

015787/00	RIVERA, LAURA								
PV-240282	10/03/2023	SEPT MILEAGE			13-5310-0-5230-000-0000-3700-000-000	NN			79.71
		TOTAL PAYMENT AMOUNT							79.71
		TOTAL Fund	PAYMENT						79.71

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
015411/00	CHAVEZ, GABY	000000000							
	PV-240284	10/03/2023	POSTAL REIMB		22-9359-0-5800-000-9115-8500-064-000	NN			28.75
					TOTAL PAYMENT AMOUNT				28.75
									28.75 *
					TOTAL Fund	PAYMENT			28.75 **
					TOTAL BATCH PAYMENT			966.06 ***	0.00
									966.06

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount

014367/00	BANK OF AMERICA								
240160	PO-240143	10/03/2023	INV#90022355081 CHECKS	1	01-0000-0-4300-000-0000-7300-000-000	NN F		1,513.17	1,464.86
240160	PO-240143	10/03/2023	SHIPPING	2	01-0000-0-5800-000-0000-7300-000-000	NN F		70.66	70.66
	PV-240288	10/03/2023	FINANCE CHARGE		01-0000-0-5800-000-0000-7300-000-000	NN			609.62
	PV-240288	10/03/2023	CULLIGAN		01-0000-0-5800-000-0000-7200-000-000	NN			135.10
	PV-240288	10/03/2023	INTUIT		01-0000-0-5882-000-0000-7300-000-000	NN			9,266.00
	PV-240288	10/03/2023	N.V. SOUTHWEST		01-0000-0-5200-107-0000-2100-000-000	NN			295.96
	PV-240288	10/03/2023	K.W. SOUTHWEST		01-0000-0-5200-000-0000-7150-000-000	NN			295.96
	PV-240288	10/03/2023	C.A. SOUTHWEST		01-7311-0-5200-000-0000-7400-000-000	NN			295.96
	PV-240288	10/03/2023	ZOOM		01-0000-0-5882-000-0000-7200-000-000	NN			7.24
	PV-240288	10/03/2023	K.M. UC CONF		01-0740-0-5200-000-1110-1000-000-321	NN			45.00
	PV-240288	10/03/2023	M.B. UC CONF		01-3213-0-5200-000-0000-3110-000-321	NN			95.00
	PV-240288	10/03/2023	A.A. UC CONF		01-3213-0-5200-000-0000-3110-000-321	NN			95.00
	PV-240288	10/03/2023	A.E. UC CONF		01-3213-0-5200-000-0000-3110-000-311	NN			95.00
	PV-240288	10/03/2023	GREENCHECK MOTOR		01-7032-0-4400-000-0000-3700-000-000	NN			1,025.22
	PV-240288	10/03/2023	DHS/CMS BEST BUY		01-3213-0-5800-000-1110-1000-000-210	NN			804.36
	PV-240288	10/03/2023	DHS/CMS BEST BUY		01-3213-0-5800-000-1110-1000-000-311	NN			804.36
	PV-240288	10/03/2023	DHS/CMS BEST BUY		01-3213-0-5800-000-1110-1000-000-311	NN			2,873.94
	PV-240288	10/03/2023	DHS/CMS BEST BUY		01-3213-0-5800-000-1110-1000-000-210	NN			2,873.94
	PV-240288	10/03/2023	DHS/CMS BEST BUY		01-3213-0-4300-000-1110-1000-000-311	NN			862.24
	PV-240288	10/03/2023	DHS/CMS BEST BUY		01-3213-0-4300-000-1110-1000-000-210	NN			862.24
	PV-240288	10/03/2023	DHS/CMS BEST BUY		01-3213-0-4300-000-1110-1000-000-210	NN			511.55
	PV-240288	10/03/2023	DHS/CMS BEST BUY		01-3213-0-4300-000-1110-1000-000-210	NN			511.55
	PV-240288	10/03/2023	DHS/CMS BEST BUY		01-3213-0-5800-000-1110-1000-000-210	NN			2,395.59
	PV-240288	10/03/2023	DHS/CMS BEST BUY		01-3213-0-5800-000-1110-1000-000-311	NN			2,395.59
	PV-240288	10/03/2023	A.A. CSU CONF		01-3213-0-5200-000-0000-3110-000-321	NN			143.50
	PV-240288	10/03/2023	A.E. CSU CONF		01-3213-0-5200-000-0000-3110-000-321	NN			143.50
	PV-240288	10/03/2023	ZOOM		01-0000-0-5882-000-0000-7200-000-000	NN			6,379.00
			TOTAL PAYMENT AMOUNT						35,357.94 *
			TOTAL Fund	PAYMENT					35,357.94 **

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount

014367/00	BANK OF AMERICA								
PV-240288	10/03/2023	SECURITY CONTRACTORS			23-9360-0-4400-000-9115-8500-030-000	NN			500.00
		TOTAL PAYMENT AMOUNT							500.00
		TOTAL Fund	PAYMENT						500.00
		TOTAL BATCH PAYMENT			35,857.94	***	0.00		35,857.94
		TOTAL DISTRICT PAYMENT			293,397.59	****	0.00		293,397.59
		TOTAL FOR ALL DISTRICTS:			293,397.59	****	0.00		293,397.59
Number of checks to be printed: 51, not counting voids due to stub overflows.									293,397.59

Batch status: A All

From batch: 0068

To batch: 0072

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Opl Op2	T9MPS	Liq Amt	Net Amount
012586/00	BAY ALARM COMPANY	941493317	92 FIS/GLOBAL vCard						
PV-240257	09/27/2023	INV#20841211 BATES			01-0000-0-5540-213-0000-8300-000-000	NN			78.72
PV-240257	09/27/2023	INV#20843051 BATES			01-0000-0-5540-213-0000-8300-000-000	NN			30.00
PV-240257	09/27/2023	INV#20849533 BATES			01-0000-0-5540-213-0000-8300-000-000	NN			86.79
PV-240257	09/27/2023	INV#20853290 BATES			01-0000-0-5540-213-0000-8300-000-000	NN			112.50
PV-240257	09/27/2023	INV#20829602 ISLE			01-0000-0-5540-224-0000-8300-000-000	NN			383.00
PV-240257	09/27/2023	INV#20834642 ISLE			01-0000-0-5540-224-0000-8300-000-000	NN			129.98
PV-240257	09/27/2023	INV#20871387 ISLE			01-0000-0-5540-224-0000-8300-000-000	NN			125.00
PV-240257	09/27/2023	INV#20852533 ISLE			01-0000-0-5540-224-0000-8300-000-000	NN			196.19
PV-240257	09/27/2023	INV#20824625 DIST OFF			01-0000-0-5540-000-0000-8300-000-000	NN			106.75
PV-240257	09/27/2023	INV#20815727 DIST OFF			01-0000-0-5540-000-0000-8300-000-000	NN			182.25
PV-240257	09/27/2023	INV#20863060 DIST OFF			01-0000-0-5540-000-0000-8300-000-000	NN			64.05
PV-240257	09/27/2023	INV#20854597 DIST OFF			01-0000-0-5540-000-0000-8300-000-000	NN			67.85
PV-240257	09/27/2023	INV#20826460 DIST OFF			01-0000-0-5540-000-0000-8300-000-000	NN			109.76
PV-240257	09/27/2023	INV#20814848 RVHS			01-0000-0-5540-321-0000-8300-000-000	NN			46.23
PV-240257	09/27/2023	INV#20816308 RVHS			01-0000-0-5540-321-0000-8300-000-000	NN			102.54
PV-240257	09/27/2023	INV#20827502 RVHS			01-0000-0-5540-321-0000-8300-000-000	NN			189.31
PV-240257	09/27/2023	INV#20827778 RVHS			01-0000-0-5540-321-0000-8300-000-000	NN			154.25
PV-240257	09/27/2023	INV#20833460 RVHS			01-0000-0-5540-321-0000-8300-000-000	NN			203.18
PV-240257	09/27/2023	INV#20835897 RVHS			01-0000-0-5540-321-0000-8300-000-000	NN			679.06
PV-240257	09/27/2023	INV#20847235 RVHS			01-0000-0-5540-321-0000-8300-000-000	NN			47.61
PV-240257	09/27/2023	INV#20850473 RVHS			01-0000-0-5540-321-0000-8300-000-000	NN			121.77
PV-240257	09/27/2023	INV#20861308 RVHS			01-0000-0-5540-321-0000-8300-000-000	NN			114.32
PV-240257	09/27/2023	INV#20862399 RVHS			01-0000-0-5540-321-0000-8300-000-000	NN			37.99
PV-240257	09/27/2023	INV#20822396 RMS			01-0000-0-5540-222-0000-8300-000-000	NN			91.44
PV-240257	09/27/2023	INV#20837325 RMS			01-0000-0-5540-222-0000-8300-000-000	NN			65.50
PV-240257	09/27/2023	INV#20837645 RMS			01-0000-0-5540-222-0000-8300-000-000	NN			2,177.57
PV-240257	09/27/2023	INV#20837440 RMS			01-0000-0-5540-222-0000-8300-000-000	NN			116.69
PV-240257	09/27/2023	INV#20841804 RMS			01-0000-0-5540-222-0000-8300-000-000	NN			83.33
PV-240257	09/27/2023	INV#20842654 RMS			01-0000-0-5540-222-0000-8300-000-000	NN			89.84
PV-240257	09/27/2023	INV#20863809 RMS			01-0000-0-5540-222-0000-8300-000-000	NN			131.27
PV-240257	09/27/2023	INV#20842997 RMS			01-0000-0-5540-222-0000-8300-000-000	NN			75.75
PV-240257	09/27/2023	INV#20833376 BS GRGE			01-0720-0-5540-000-0000-8300-000-000	NN			132.25
PV-240257	09/27/2023	INV#20842468 BS GRGE			01-0720-0-5540-000-0000-8300-000-000	NN			59.29
PV-240257	09/27/2023	INV#20817149 MOKE			01-0000-0-5540-335-0000-8300-000-000	NN			120.03
PV-240257	09/27/2023	INV#20852575 MOKE			01-0000-0-5540-335-0000-8300-000-000	NN			146.00
PV-240257	09/27/2023	INV#20844103 MOKE			01-0000-0-5540-335-0000-8300-000-000	NN			66.16
PV-240257	09/27/2023	INV#20837926 DHW			01-0000-0-5540-223-0000-8300-000-000	NN			109.00
PV-240257	09/27/2023	INV#20821800 DHW			01-0000-0-5540-223-0000-8300-000-000	NN			250.96
PV-240257	09/27/2023	INV#20845338 WGE			01-0000-0-5540-214-0000-8300-000-000	NN			169.26
PV-240257	09/27/2023	INV#20870857 WGE			01-0000-0-5540-214-0000-8300-000-000	NN			135.00
TOTAL PAYMENT AMOUNT									7,388.44 *

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
015343/00	CAPITAL ENGEINEERING	CNSLTS	941492674						
PO-230599	10/05/2023	INV#85511 ISLE HVAC	1	01-3213-0-6215-000-9210-8500-097-000	NN P			5,550.00	5,550.00
PO-230607	10/05/2023	INV#85512 RVHS HVAC	1	01-3213-0-6215-000-9210-8500-099-000	NN P			7,987.50	7,987.50
TOTAL PAYMENT AMOUNT				13,537.50	*				13,537.50
013798/00	CROWE LLP		350921680						
PO-230613	10/05/2023	INV#745-2690407 FY AUDIT 22/23	1	01-0000-0-5800-000-0000-7300-000-000	N7 P			5,000.00	5,000.00
TOTAL PAYMENT AMOUNT				5,000.00	*				5,000.00
012529/00	RGM KRAMER		842164123						
PO-230600	10/05/2023	INV#128865 ISLE HVAC	1	01-3213-0-6272-000-9210-8500-097-000	NN P			120.60	120.60
PO-230600	10/05/2023	INV#132145 ISLE HVAC	1	01-3213-0-6272-000-9210-8500-097-000	NN P			964.80	964.80
PO-230605	10/05/2023	INV#132149 DHW HVAC	1	01-3213-0-6272-000-9210-8500-098-000	NN P			6,330.40	6,330.40
PO-230606	10/05/2023	INV#132146 RVHS HVAC	1	01-3213-0-6272-000-9210-8500-099-000	NN P			964.80	964.80
PO-230609	10/05/2023	INV#132147 CMS HVAC	1	01-3213-0-6272-000-9210-8500-100-000	NN P			2,476.80	2,476.80
TOTAL PAYMENT AMOUNT				10,857.40	*				10,857.40
TOTAL Fund			PAYMENT	29,394.90	**				29,394.90

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
015343/00	CAPITAL ENGEINEERING	CNSLTS	941492674						
PO-230608	10/05/2023	INV#85513 CMS HVAC		1 23-9360-0-6215-000-9115-8500-100-000	NN P			10,800.00	10,800.00
		TOTAL PAYMENT AMOUNT						10,800.00 *	10,800.00
		TOTAL Fund	PAYMENT					10,800.00 **	10,800.00
		TOTAL BATCH PAYMENT						40,194.90 ***	0.00
									40,194.90

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
015197/00	COMPUGROUP	MEDICAL INC.	320307150						
PV-240293	10/05/2023	INV#8180338234		01-0470-0-5800-107-1110-1000-000-000	NN			26.00	
PV-240293	10/05/2023	INV#8180342137		01-0470-0-5800-107-1110-1000-000-000	NN			196.00	
		TOTAL PAYMENT AMOUNT		222.00	*			222.00	
015681/00	KIWAN, MICHEL								
PV-240297	10/05/2023	AUG/SEPT MILEGE		01-4203-0-5230-000-0000-2700-000-213	NN			22.27	
PV-240297	10/05/2023	AUG/SEPT MILEGE		01-0000-0-5230-000-0000-2700-000-213	NN			51.09	
		TOTAL PAYMENT AMOUNT		73.36	*			73.36	
012529/00	RGM KRAMER		842164123						
PV-240290	10/05/2023	INV#130597		01-0000-0-5800-000-0000-8500-520-000	NN			184.00	
PV-240290	10/05/2023	INV#128022		01-0000-0-5800-000-0000-8500-520-000	NN			7,545.00	
		TOTAL PAYMENT AMOUNT		7,729.00	*			7,729.00	
		TOTAL Fund	PAYMENT	8,024.36	**			8,024.36	
		TOTAL BATCH PAYMENT		8,024.36	***	0.00		8,024.36	
		TOTAL DISTRICT CHECKS		716,420.35	****	0.00		716,420.35	
		TOTAL DISTRICT EFT		10,502.23	****	0.00		10,502.23	
		TOTAL DISTRICT PAYMENT		726,922.58	****	0.00		726,922.58	
		TOTAL FOR ALL DISTRICTS CHK:		716,420.35	****	0.00		716,420.35	
		TOTAL FOR ALL DISTRICTS EFT:		10,502.23	****	0.00		10,502.23	
		TOTAL FOR ALL DISTRICTS:		726,922.58	****	0.00		726,922.58	
Number of checks to be printed:	17,	not counting voids due to stub overflows.						716,420.35	
Number of EFT generated:	5							10,502.23	

Batch status: A All

From batch: 0073

To batch: 0076

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn Op1 Op2	T9MPS	Liq Amt	Net Amount
002104/00	RALEY'S	941316611						
240210	PO-240186	10/10/2023	ACCT#5000034	AUG	STMNT	2	01-7010-0-4300-000-1110-1000-800-311	NN P 110.27 110.27
240210	PO-240186	10/10/2023	ACCT#5000034	AUG	STMNT	1	01-0000-0-4300-000-1110-1000-000-311	NN P 110.28 110.28
			TOTAL PAYMENT AMOUNT			220.55 *		220.55
000313/00	RIO VISTA CARE	680063763						
240239	PO-240228	10/10/2023	INV#1	COUNSELING	SRVCS	1	01-3327-0-5800-000-1310-3110-000-000	NN P 10,000.00 10,000.00
			TOTAL PAYMENT AMOUNT			10,000.00 *		10,000.00
015718/00	SMART PASS LLC	841737172						
240172	PO-240162	10/10/2023	INV#3443	RVHS	HALLPASS	1	01-0000-0-5800-000-1110-1000-000-321	NY P 2,194.74 2,194.74
			TOTAL PAYMENT AMOUNT			2,194.74 *		2,194.74
015823/00	SMARTPASS INC	922821147						
240130	PO-240193	10/10/2023	INV#3288	DHS/CMS	HALLPASS	1	01-0740-0-5800-000-1110-1000-000-311	NN F 753.90 753.90
240130	PO-240193	10/10/2023	INV#3288	DHS/CMS	HALLPASS	2	01-0740-0-5800-000-1110-1000-000-210	NN F 753.90 753.90
			TOTAL PAYMENT AMOUNT			1,507.80 *		1,507.80
			TOTAL Fund	PAYMENT		13,923.09 **		13,923.09

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
015021/00	KEREX ENGINEERING INC.	475083300							
PO-230459	10/10/2023	DHW PROJ APP#4	1	22-9359-0-6175-000-9115-8500-050-000	NN P			78,705.27	78,705.27
		TOTAL PAYMENT AMOUNT						78,705.27 *	78,705.27
		TOTAL Fund	PAYMENT					78,705.27 **	78,705.27
		TOTAL BATCH PAYMENT						92,628.36 ***	92,628.36
								0.00	

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount

015430/00	Amazon Capital Services	820544687							
PV-240300	10/10/2023	INV#1KDW-7PHX-KVTT	ED SRVCS	01-3212-0-4300-000-1110-1000-000-000	NN				3,802.04
			TOTAL PAYMENT AMOUNT						3,802.04
									3,802.04 *
013722/00	DE LAGE LANDEN PUBLIC FINANCE	721603479							
PV-240302	10/10/2023	INV#81014084	DIST OFF	01-0000-0-5840-000-0000-7200-000-000	NN				834.41
PV-240302	10/10/2023	INV#81033794	BATES	01-0000-0-5840-213-1110-1000-000-000	NN				1,027.18
			TOTAL PAYMENT AMOUNT						1,861.59
									1,861.59 *
012807/00	DELTA ELEMENTARY CHARTER								
PV-240301	10/10/2023	OCT TAX IN LIEU		01-0000-0-8096-000-0000-0000-000-000	NN				155,259.00
			TOTAL PAYMENT AMOUNT						155,259.00
									155,259.00 *
003270/00	PG&E	940742640							
PV-240304	10/10/2023	RADIO RIO SEPT		01-0000-0-5515-000-0000-8100-000-000	NN				27.31
			TOTAL PAYMENT AMOUNT						27.31
									27.31 *
			TOTAL Fund	PAYMENT					160,949.94
									160,949.94 **

BATCH: 0074 PAY VOUCHER

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Fund : 25 CAPITAL FACILITIES FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
012837/00	MOBILE MODULAR MANAGEMENT CORP	942579843							
PV-240303	10/10/2023	INV#2469114 RMS MODULAR		25-9010-0-5630-000-0000-8700-095-222	NN				625.00
		TOTAL PAYMENT AMOUNT							625.00 *
		TOTAL Fund	PAYMENT						625.00 **
		TOTAL BATCH PAYMENT			161,574.94	***	0.00		161,574.94

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn Op1 Op2 T9MPS	Liq Amt	Net	Amount

010822/00	BARKMAN, MELINDA							
	PV-240305	10/10/2023	CONF REIMB		01-7311-0-5200-000-0000-7300-000-000	NN		117.43
			TOTAL PAYMENT AMOUNT			117.43 *		117.43
012374/00	HEMMAN, KAREN		000000000					
	PV-240307	10/10/2023	STALE DATE#23396140		01-0000-0-8699-000-0000-0000-000-000	NN		47.81
			TOTAL PAYMENT AMOUNT			47.81 *		47.81
015789/00	LAMERA, MARCIAL F							
	PV-240308	10/10/2023	STALE DATE#23534399		01-0000-0-8699-000-0000-0000-000-000	NN		110.82
			TOTAL PAYMENT AMOUNT			110.82 *		110.82
015183/00	LOPEZ, LUIS							
	PV-240309	10/10/2023	SEPT MILEAGE		01-8150-0-5230-000-0000-8110-000-000	NN		83.51
	PV-240309	10/10/2023	SEPT MILEAGE		01-8150-0-5230-000-0000-8110-000-000	NN		27.84
			TOTAL PAYMENT AMOUNT			111.35 *		111.35
014144/00	MARTINEZ, SANDRA							
	PV-240310	10/10/2023	SEPT MILEAGE		01-9328-0-5230-000-0001-3900-860-510	NN		159.17
			TOTAL PAYMENT AMOUNT			159.17 *		159.17
015859/00	PARTIDA, RAUL							
	PV-240311	10/10/2023	FUEL FOR SPORTS VAN		01-1100-0-4340-000-1690-4200-000-311	NN		99.38
			TOTAL PAYMENT AMOUNT			99.38 *		99.38
014310/00	PEREZ, GABINO							
	PV-240312	10/10/2023	LDRSHP SNACKS AND DRINKS		01-0000-0-4300-000-0000-2700-000-000	NN		59.05
			TOTAL PAYMENT AMOUNT			59.05 *		59.05

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount

015673/00	REYNOSO RUIZ, CYNTHIA								
PV-240314	10/10/2023	SEPT MILEAGE		01-9328-0-5230-000-0001-3900-860-510	NN				11.14
		TOTAL PAYMENT AMOUNT							11.14
									11.14 *
015175/00	RODRIGUEZ, CRISTAL								
PV-240315	10/10/2023	SEPT MILEAGE		01-9328-0-5230-000-0001-3900-860-510	NN				37.72
PV-240315	10/10/2023	STALEDATE# 23398845		01-0000-0-8699-000-0000-0000-000-000	NN				14.95
		TOTAL PAYMENT AMOUNT							52.67
									52.67 *
014206/00	RODRIGUEZ, JENNIFER	000000000							
PV-240316	10/10/2023	STALEDATE# 23396143		01-0000-0-8699-000-0000-0000-000-000	NN				67.50
		TOTAL PAYMENT AMOUNT							67.50
									67.50 *
014477/00	SISNEROS, KELLEE								
PV-240317	10/10/2023	CONF REIMBURSEMENT		01-7311-0-5200-000-0000-7300-000-000	NN				101.35
		TOTAL PAYMENT AMOUNT							101.35
									101.35 *
		TOTAL Fund	PAYMENT						937.67 **

091 RIVER DELTA UNIFIED

J95163

ACCOUNTS PAYABLE PRELIST
BATCH: 0075 EMPLOYEE
Fund : 13 CAFETERIA

APY500 L.00.22 10/10/23 13:08 PAGE 7
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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount

015787/00	RIVERA, LAURA								
PV-240313	10/10/2023	SEPT MILEAGE			13-5310-0-5230-000-0000-3700-000-000	NN			45.98
		TOTAL PAYMENT AMOUNT							45.98
		TOTAL Fund	PAYMENT						45.98
									**

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
015411/00	CHAVEZ, GABY	000000000							
	PV-240306	10/10/2023	POST OFFICE REIMB		22-9359-0-5800-000-9115-8500-064-000	NN			28.75
			TOTAL PAYMENT AMOUNT						28.75
			TOTAL Fund	PAYMENT					28.75
			TOTAL BATCH PAYMENT		1,012.40	***	0.00		1,012.40

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
015275/00	US BANK	000000000							
PV-240299	10/10/2023	FINANCE CHARGE	01-0000-0-4300-000-0000-7200-000-000	NN				94.74	
PV-240299	10/10/2023	N.V. PARENT SQUARE CONF	01-0000-0-5200-107-0000-2100-000-000	NN				-499.00	
PV-240299	10/10/2023	N.V. CASCWA CONF	01-0000-0-5200-107-0000-2100-000-000	NN				500.00	
PV-240299	10/10/2023	N.V. CASCWA CONF	01-0000-0-5200-107-0000-2100-000-000	NN				500.00	
PV-240299	10/10/2023	T.BARB.PEARSON BASC 3 PROTOCOL	01-6500-0-4300-000-5001-3120-000-000	NN				77.85	
PV-240299	10/10/2023	T.BARB. SUTTER HEALTH SEMINAR	01-0000-0-5200-000-0000-3140-000-000	NN				30.00	
PV-240299	10/10/2023	J.G. VISTAPRINT BUS. CARD	01-0000-0-4300-000-0000-7200-000-000	NN				104.88	
PV-240299	10/10/2023	J.G. VISTAPRINT BUS. CARD	01-0740-0-4300-311-1110-3110-000-000	NN				52.44	
PV-240299	10/10/2023	J.G. VISTAPRINT BUS. CARD	01-0740-0-4300-210-1110-3110-000-000	NN				52.44	
PV-240299	10/10/2023	K.G. BUILD.COM FAUCET	01-8150-0-4300-000-0000-8110-000-000	NN				48.16	
PV-240299	10/10/2023	K.G. RECOLOGY RMS DEBRIS	01-0000-0-5800-000-0000-8100-000-000	NN				31.68	
PV-240299	10/10/2023	K.G. RECOLOGY RMS DEBRIS	01-0000-0-5800-000-0000-8100-000-000	NN				75.68	
PV-240299	10/10/2023	K.W. AMAZON STAFF GIFT	01-0000-0-4300-000-0000-2700-000-000	NN				80.80	
PV-240299	10/10/2023	K.W. AMAZON LDRSHP BOOKS	01-0000-0-4300-000-0000-2700-000-000	NN				130.84	
PV-240299	10/10/2023	K.W. TAQUERIA LDRSHP LUNCH	01-0000-0-4300-000-0000-2700-000-000	NN				86.00	
PV-240299	10/10/2023	K.W. TARGET NEW TCHR GIFTS	01-0000-0-4300-000-0000-2700-000-000	NN				100.00	
PV-240299	10/10/2023	K.W. DHS CHARTER BUS	01-1100-0-5895-000-1690-4200-000-311	NN				3,839.00	
PV-240299	10/10/2023	K.W. DHS CHARTER BUS	01-1100-0-5895-000-1690-4200-000-311	NN				115.17	
		TOTAL PAYMENT AMOUNT			5,420.68	*		5,420.68	
		TOTAL Fund	PAYMENT		5,420.68	**		5,420.68	
		TOTAL BATCH PAYMENT			5,420.68	***	0.00	5,420.68	
		TOTAL DISTRICT PAYMENT		260,636.38	****		0.00	260,636.38	
		TOTAL FOR ALL DISTRICTS:		260,636.38	****		0.00	260,636.38	
Number of checks to be printed: 24, not counting voids due to stub overflows.									
								260,636.38	

Batch status: A All

From batch: 0077

To batch: 0081

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn Op1 Op2	T9MPS	Liq Amt	Net Amount
015856/00	5044	PEABODY LLC						
			870999744					
240311	PO-240281	10/11/2023	INV#162447	PLAYGROUND BARK	1 01-0000-0-4400-000-0000-8100-000-000	NN P	1,560.60	1,560.60
				TOTAL PAYMENT AMOUNT			1,560.60 *	1,560.60
015832/00	ASCEND REHAD SERVICES		200927823					
240297	PO-240270	10/11/2023	INV#AR09152023	SPCH THRPY	1 01-6500-0-5100-000-5750-1190-000-000	NN P	11,702.50	11,702.50
240297	PO-240270	10/11/2023	INV#AR08312023	SPCH THRPY	1 01-6500-0-5100-000-5750-1190-000-000	NN P	17,015.00	17,015.00
				TOTAL PAYMENT AMOUNT			28,717.50 *	28,717.50
013918/00	CENGAGE LEARNING		592124491					
240157	PO-240145	10/11/2023	INV#81923992	BATES CURRIC	1 01-6300-0-4100-107-1110-1000-000-000	NN F	519.00	457.53
240157	PO-240145	10/11/2023		SHIPPING	2 01-6300-0-5800-107-1110-1000-000-000	NN F	48.00	42.00
240237	PO-240214	10/11/2023	INV#82512589	CURRIC.	1 01-6300-0-4100-107-1110-1000-000-000	NN F	1,059.63	1,067.59
240237	PO-240214	10/11/2023	INV#82512589	CURRIC.	2 01-6300-0-5800-107-1110-1000-000-000	NN P	98.00	98.00
				TOTAL PAYMENT AMOUNT			1,665.12 *	1,665.12
010469/00	E.F. KLUDDT & SONS INC		942369157					
240080	PO-240060	10/11/2023	INV#310406	FUEL	1 01-0720-0-4340-000-0000-3600-000-000	NN P	3,446.58	3,446.58
240080	PO-240060	10/11/2023	INV#310020	FUEL	1 01-0720-0-4340-000-0000-3600-000-000	NN P	3,160.78	3,160.78
				TOTAL PAYMENT AMOUNT			6,607.36 *	6,607.36
013883/00	FREMOUW ENVIROMENTAL SERVICE		760748634					
240122	PO-240107	10/12/2023	INV#505280	TRANSPORT SUPPL	1 01-0720-0-5800-000-0000-3600-000-000	NN P	1,251.88	1,251.88
				TOTAL PAYMENT AMOUNT			1,251.88 *	1,251.88
003598/00	GRAINGER		361150280					
240035	PO-240019	10/11/2023	INV#9829131144	MOT SUPPL	1 01-8150-0-4300-000-0000-8110-000-000	NN P	235.53	235.53
				TOTAL PAYMENT AMOUNT			235.53 *	235.53
012272/00	HM RECEIVABLES CO LLC		041456030					
240191	PO-240159	10/11/2023	INV#9327374	RVHS CURRIC.	1 01-6300-0-4100-107-1110-1000-000-000	NN F	1,754.00	2,429.96
240191	PO-240159	10/11/2023		SHIPPING	2 01-6300-0-5800-107-1110-1000-000-000	NN F	259.55	223.06
				TOTAL PAYMENT AMOUNT			2,653.02 *	2,653.02

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
013807/00	HUBERT COMPANY LLC	311599078							
240241	PO-240217 10/11/2023	INV#314575 DHW CAFE APPLIANCES	1	01-7032-0-4400-000-0000-3700-000-000	NN F			3,593.50	3,593.50
240241	PO-240217 10/11/2023	INV#314575 DHW CAFE APPLIANCES	2	01-7032-0-4300-000-0000-3700-000-000	NN F			197.39	399.02
240241	PO-240217 10/11/2023	INV#314575 DHW CAFE APPLIANCES	3	01-7032-0-5800-000-0000-3700-000-000	NN F			1,171.68	730.59
		TOTAL PAYMENT AMOUNT		4,723.11 *					4,723.11
014824/00	J & D WHOLESALE	000000000							
240285	PO-240263 10/11/2023	INV#06304977 RVHS FLORAL SUPPL	1	01-0000-0-4300-000-1215-1000-800-321	NN P			38.75	38.75
240285	PO-240263 10/11/2023	INV#06304977 RVHS FLORAL SUPPL	2	01-7010-0-4300-000-1215-1000-800-321	NN P			38.75	38.75
		TOTAL PAYMENT AMOUNT		77.50 *					77.50
015282/00	LANGUAGE PEOPLE INC	844026580							
240167	PO-240151 10/11/2023	INV#167682 SPCH THRPY	1	01-6500-0-5100-000-5770-1190-000-000	NN P			60.00	60.00
240167	PO-240151 10/11/2023	INV#167681 SPCH THRPY	1	01-6500-0-5100-000-5770-1190-000-000	NN P			111.00	111.00
240167	PO-240151 10/11/2023	INV#167680 SPCH THRPY	1	01-6500-0-5100-000-5770-1190-000-000	NN P			45.00	45.00
240167	PO-240151 10/11/2023	INV#167679 SPCH THRPY	1	01-6500-0-5100-000-5770-1190-000-000	NN P			30.00	30.00
240167	PO-240151 10/11/2023	INV#167678 SPCH THRPY	1	01-6500-0-5100-000-5770-1190-000-000	NN P			48.00	48.00
		TOTAL PAYMENT AMOUNT		294.00 *					294.00
014107/00	MCCARTY, MELADEE	569848465							
240151	PO-240135 10/11/2023	SEPT SRVCS	1	01-6547-0-5800-000-5770-1190-000-000	NY P			1,400.00	1,400.00
240151	PO-240135 10/11/2023	SEPT SRVCS	1	01-6547-0-5800-000-5770-1190-000-000	NY P			1,700.00	1,700.00
		TOTAL PAYMENT AMOUNT		3,100.00 *					3,100.00
015696/00	NORTHERN CALIFORNIA								
240166	PO-240150 10/11/2023	INV#NCPS5447 NPS SRVCS	1	01-6500-0-5100-000-5750-1180-000-000	NN P			3,706.00	3,706.00
240166	PO-240150 10/11/2023	INV#NCPS5463 NPS SRVCS	1	01-6500-0-5100-000-5750-1180-000-000	NN P			248.90	248.90
		TOTAL PAYMENT AMOUNT		3,954.90 *					3,954.90
014333/00	PROCARE THERAPY	261251927							
240296	PO-240269 10/11/2023	INV#20768811 PARAPROFESS.	1	01-6500-0-5100-000-5750-1190-000-000	NN P			2,310.00	2,310.00
240296	PO-240269 10/11/2023	INV#20774465 PARAPROFESS.	1	01-6500-0-5100-000-5750-1190-000-000	NN P			1,920.00	1,920.00
		TOTAL PAYMENT AMOUNT		4,230.00 *					4,230.00

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
013540/00	SOLIANT HEALTH	000000000							
240270	PO-240243 10/11/2023	INV#20776482 BCBA	1	01-6500-0-5800-000-5770-1190-000-000	NN P			16,777.03	16,777.03
240270	PO-240243 10/11/2023	INV#20769941 BCBA	1	01-6500-0-5800-000-5770-1190-000-000	NN P			16,923.68	16,923.68
240270	PO-240243 10/12/2023	INV#20764169 BCBA	1	01-6500-0-5800-000-5770-1190-000-000	NN P			9,275.18	9,275.18
		TOTAL PAYMENT AMOUNT		42,975.89	*				42,975.89
014069/00	STAPLES ADVANTAGE	043390816							
240211	PO-240187 10/11/2023	INV#3548218646 DHS AG SUPPL	1	01-0000-0-4300-000-1110-1000-000-311	NN P			64.79	64.79
240211	PO-240187 10/11/2023	INV#3548218646 DHS AG SUPPL	2	01-7010-0-4300-000-1110-1000-800-311	NN P			64.78	64.78
		TOTAL PAYMENT AMOUNT		129.57	*				129.57
015790/00	THE RADIO GUYS	844593673							
240066	PO-240047 10/11/2023	INV#24634 NEXEDGE NETWORK	1	01-0720-0-5910-000-0000-3600-000-000	NN P			400.00	400.00
		TOTAL PAYMENT AMOUNT		400.00	*				400.00
010476/00	UNIVERSAL ENGINEERING SCIENCES	680190028							
	PO-230492 10/12/2023	INV#00741437 RVHS SLIDE REPAIR	1	01-0000-0-5800-000-0000-8500-520-000	NN P			46.97	46.97
		TOTAL PAYMENT AMOUNT		46.97	*				46.97
015855/00	ZONAR SYSTEMS INC	260499050							
240304	PO-240277 10/11/2023	INV#604763 GPS TRACKING SYSTEM	1	01-0720-0-4400-000-0000-3600-000-000	NN F			3,119.41	3,135.79
		TOTAL PAYMENT AMOUNT		3,135.79	*				3,135.79
		TOTAL Fund	PAYMENT	105,758.74	**				105,758.74

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
015007/00	AMS.NET	943291626							
PO-230655	10/11/2023	INV#0070434 RVHS SPEAKERS	1	22-9359-0-6500-000-9115-8500-090-000	NN P			9,952.00	9,952.00
PO-230655	10/11/2023	INV#0070435 RVHS SPEAKERS	1	22-9359-0-6500-000-9115-8500-090-000	NN P			5,480.00	5,480.00
240102	PO-240090	10/11/2023 INV#0070432 DHW IP SPEAKER	1	22-9359-0-6400-000-9115-8500-050-000	NN P			765.00	765.00
		TOTAL PAYMENT AMOUNT		16,197.00	*				16,197.00
015792/00	RIVER CITY GEOPROFESSIONALS	272347235							
PO-230654	10/11/2023	INV#00742040 RVHS CLASS SURVEY	1	22-9359-0-6261-000-9115-8500-025-000	NN P			3,650.00	3,650.00
		TOTAL PAYMENT AMOUNT		3,650.00	*				3,650.00
		TOTAL Fund	PAYMENT	19,847.00	**				19,847.00
		TOTAL BATCH PAYMENT		125,605.74	***	0.00			125,605.74

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
015204/00	BROOKCREST WATER COMPANY	455143182							
	PV-240318	10/12/2023	MOKE DRINKING WATER	01-0000-0-5800-000-0000-7200-000-000	NN				67.50
			TOTAL PAYMENT AMOUNT			67.50 *			67.50
013876/00	DATA PATH	900242296							
	PV-240319	10/12/2023	KNOW BE4 SECURITY SUBSCRIPT.	01-0000-0-5882-000-0000-7200-000-000	NN				6,675.20
			TOTAL PAYMENT AMOUNT			6,675.20 *			6,675.20
013722/00	DE LAGE LANDEN PUBLIC FINANCE	721603479							
	PV-240320	10/12/2023	INV#80984634 F5	01-9328-0-5840-000-0001-3900-000-524	NN				84.87
	PV-240320	10/12/2023	INV#80984542 WGE	01-0000-0-5840-214-1110-1000-000-000	NN				175.37
	PV-240320	10/12/2023	INV#80992427 D.O.	01-0000-0-5840-000-0000-7200-000-000	NN				469.89
			TOTAL PAYMENT AMOUNT			730.13 *			730.13
014072/00	H B & T ENVIRONMENTAL	942480010							
	PV-240321	10/12/2023	INV#23-5909 HAZMAT TSTING	01-8150-0-6295-000-0000-8500-000-000	NN				1,150.00
			TOTAL PAYMENT AMOUNT			1,150.00 *			1,150.00
013807/00	HUBERT COMPANY LLC	311599078							
	PV-240322	10/12/2023	INV#216063 CAFE SUPPL	01-7032-0-4300-000-0000-3700-000-000	NN				280.71
			TOTAL PAYMENT AMOUNT			280.71 *			280.71
014955/00	JOHNSON CONTRLS	390380010							
	PV-240324	10/12/2023	INV#51264071 DHW SYSTEM CHECK	01-8150-0-5800-000-0000-8110-000-000	NN				1,758.92
			TOTAL PAYMENT AMOUNT			1,758.92 *			1,758.92
015512/00	LEAF	274256501							
	PV-240325	10/12/2023	INV#15339314 RVHS	01-0000-0-5840-321-1110-1000-000-000	NY				2,877.32
			TOTAL PAYMENT AMOUNT			2,877.32 *			2,877.32

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
014819/00	MAVERICK NETWORKS INC.	113739791							
PV-240326	10/12/2023	INV#2301865			01-0000-0-4300-000-1110-1000-000-223	NN			1,358.58
PV-240326	10/12/2023	INV#2301865			01-0000-0-5800-000-1110-1000-000-223	NN			30.00
PV-240326	10/12/2023	INV#2302020			01-0000-0-5800-000-0000-7200-000-000	NN			120.00
PV-240326	10/12/2023	INV#2302060			01-0000-0-5800-000-0000-7200-000-000	NN			120.00
PV-240326	10/12/2023	INV#2301895			01-0000-0-5800-000-0000-7200-000-000	NN			200.00
		TOTAL PAYMENT AMOUNT			1,828.58 *				1,828.58
015147/00	MICHAEL'S TRANSPORTATION SERV								
PV-240327	10/12/2023	INV#122179 SPED TRANSPORT			01-6500-0-5800-000-0000-3600-000-000	NN			1,635.00
		TOTAL PAYMENT AMOUNT			1,635.00 *				1,635.00
014912/00	PETERPAN AUTO GLASS								
PV-240328	10/12/2023	INV#01006151 EMERGENCY REPAIR			01-0720-0-5800-000-0000-3600-000-000	NN			250.00
		TOTAL PAYMENT AMOUNT			250.00 *				250.00
010005/00	RIO VISTA FIRE DEPARTMENT								
PV-240337	10/12/2023	FAC. USE. REIMBURSEMENT			01-0840-0-5500-000-0000-8200-000-000	NN			598.40
		TOTAL PAYMENT AMOUNT			598.40 *				598.40
000316/00	SCHOOLS INSURANCE AUTHORITY	942637043							
PV-240329	10/12/2023	23/24 PROPERTY CONTRIBUTION			01-0000-0-5420-000-9170-7200-000-000	NN			37,916.00
PV-240329	10/12/2023	23/24 CYBER CONTRIBUTION			01-0000-0-5450-000-9170-7200-000-000	NN			2,750.00
PV-240329	10/12/2023	23/24 LIABILITY CONTRIBUTION			01-0720-0-5420-000-0000-3600-000-000	NN			40,478.00
PV-240329	10/12/2023	23/24 WORKER COMP CONTRIBUTION			01-0000-0-9557-000-0000-0000-000-000	NN			123,212.00
		TOTAL PAYMENT AMOUNT			204,356.00 *				204,356.00
014524/00	SHRED IT	980157899							
PV-240330	10/12/2023	INV#8004811505 SHREDDING SRVCS			01-0000-0-5800-000-0000-7200-000-000	NN			181.42
		TOTAL PAYMENT AMOUNT			181.42 *				181.42

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount

013104/00	SOUND & SIGNAL INC								
PV-240331	10/12/2023	INV#41507 FIRE ALARM SRVC		01-8150-0-5800-000-0000-8110-000-000	NN				271.05
		TOTAL PAYMENT AMOUNT							271.05
									271.05 *
001896/00	UPS								
		362407381							
PV-240333	10/12/2023	UNV#E30383 WKLY CHRGS		01-0000-0-5920-000-0000-7200-000-000	NN				101.97
		TOTAL PAYMENT AMOUNT							101.97
									101.97 *
010906/00	WASTE MANAGEMENT								
		000000000							
PV-240332	10/12/2023	INV#0821978-2549-8		01-0000-0-5920-000-0000-7200-000-000	NN				1,025.59
PV-240332	10/12/2023	INV#0822026-2549-5		01-0000-0-5920-000-0000-7200-000-000	NN				326.25
		TOTAL PAYMENT AMOUNT							1,351.84
									1,351.84 *
		TOTAL Fund	PAYMENT						224,114.04 **
									224,114.04

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
014805/00	COX, KRISTINA	000000000							
PV-240334	10/12/2023	TITAN LUNCH MONEY REIMB		13-5310-0-8634-000-0000-0000-000	NN			25.00	
		TOTAL PAYMENT AMOUNT						25.00 *	25.00
014819/00	MAVERICK NETWORKS INC.	113739791							
PV-240326	10/12/2023	INV#2301955		13-5310-0-4300-000-0000-3700-000-000	NN			165.22	
PV-240326	10/12/2023	INV#2301955		13-5310-0-5800-000-0000-3700-000-000	NN			20.00	
		TOTAL PAYMENT AMOUNT						185.22 *	185.22
		TOTAL Fund	PAYMENT					210.22 **	210.22
		TOTAL BATCH PAYMENT						224,324.26 ***	0.00
									224,324.26

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount

015699/00	GORBENKO, VADIM								
PV-240335	10/12/2023	SEPT MILEAGE			01-6762-0-5230-107-1520-1000-000-000	NN			272.09
		TOTAL PAYMENT AMOUNT							272.09
									272.09 *
010846/00	RIOS, ESMERALDA	000000000							
PV-240336	10/12/2023	LDRSHIP BREAKFAST			01-0000-0-4300-000-0000-2700-000-000	NN			97.31
		TOTAL PAYMENT AMOUNT							97.31
									97.31 *
		TOTAL Fund	PAYMENT						369.40
									369.40 **
		TOTAL BATCH PAYMENT						0.00	369.40
									369.40 ***

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
013947/00	HOME DEPOT PRO	222232386	92 FIS/GLOBAL vCard						
240053	PO-240031	10/12/2023	INV#766213615	CUSTODIAL	1	01-8150-0-4300-000-0000-8110-000-000	NN P	64.05	64.05
240053	PO-240031	10/12/2023	INV#7667100008	CUSTODIAL	1	01-8150-0-4300-000-0000-8110-000-000	NN P	345.08	345.08
240053	PO-240031	10/12/2023	INV#766709992	CUSTODIAL	1	01-8150-0-4300-000-0000-8110-000-000	NN P	833.82	833.82
240053	PO-240031	10/12/2023	INV#766709984	CUSTODIAL	1	01-8150-0-4300-000-0000-8110-000-000	NN P	933.37	933.37
240053	PO-240031	10/12/2023	INV#766638241	CUSTODIAL	1	01-8150-0-4300-000-0000-8110-000-000	NN P	109.42	109.42
240053	PO-240031	10/12/2023	INV#766398937	CUSTODIAL	1	01-8150-0-4300-000-0000-8110-000-000	NN P	19.29	19.29
240053	PO-240031	10/12/2023	INV#766398929	CUSTODIAL	1	01-8150-0-4300-000-0000-8110-000-000	NN P	109.44	109.44
240053	PO-240031	10/12/2023	INV#766213623	CUSTODIAL	1	01-8150-0-4300-000-0000-8110-000-000	NN P	45.67	45.67
240053	PO-240031	10/12/2023	inv#764498465	CUSTODIAL	1	01-8150-0-4300-000-0000-8110-000-000	NN P	102.57	102.57
240053	PO-240031	10/12/2023	inv#765445093	CUSTODIAL	1	01-8150-0-4300-000-0000-8110-000-000	NN P	133.25	133.25
240053	PO-240031	10/12/2023	INV#765667001	CUSTODIAL	1	01-8150-0-4300-000-0000-8110-000-000	NN P	584.82	584.82
240053	PO-240031	10/12/2023	INV#763731866	CUSTODIAL	1	01-8150-0-4300-000-0000-8110-000-000	NN P	999.24	999.24
240053	PO-240031	10/12/2023	INV#762963353	CUSTODIAL	1	01-8150-0-4300-000-0000-8110-000-000	NN P	72.88	72.88
240053	PO-240031	10/12/2023	INV#764431797	CUSTODIAL	1	01-8150-0-4300-000-0000-8110-000-000	NN P	14.07	14.07
240053	PO-240031	10/12/2023	INV#764431789	CUSTODIAL	1	01-8150-0-4300-000-0000-8110-000-000	NN P	64.04	64.04
240053	PO-240031	10/12/2023	INV#764266292	CUSTODIAL	1	01-8150-0-4300-000-0000-8110-000-000	NN P	504.01	504.01
240053	PO-240031	10/12/2023	INV#764265419	CUSTODIAL	1	01-8150-0-4300-000-0000-8110-000-000	NN P	572.71	572.71
240053	PO-240031	10/12/2023	INV#764192241	CUSTODIAL	1	01-8150-0-4300-000-0000-8110-000-000	NN P	68.77	68.77
240053	PO-240031	10/12/2023	INV#763932134	CUSTODIAL	1	01-8150-0-4300-000-0000-8110-000-000	NN P	59.52	59.52
240053	PO-240031	10/12/2023	INV#763932142	CUSTODIAL	1	01-8150-0-4300-000-0000-8110-000-000	NN P	171.90	171.90
240053	PO-240031	10/12/2023	INV#761316033	CUSTODIAL	1	01-8150-0-4300-000-0000-8110-000-000	NN P	78.17	78.17
240053	PO-240031	10/12/2023	INV#765666995	CUSTODIAL	1	01-8150-0-4300-000-0000-8110-000-000	NN P	106.09	106.09
			TOTAL PAYMENT AMOUNT			5,992.18	*		5,992.18
015784/00	JIBBER JABBER SPEECH LLC	883229730	82 FIS/GLOBAL ACH						
	PV-240323	10/12/2023	INV#6 SPCH & LANG			01-6500-0-5800-000-5770-1190-000-000	NY		750.00
			TOTAL PAYMENT AMOUNT			750.00	*		750.00
011167/00	ROCHESTER 100 INC	160865423	92 FIS/GLOBAL vCard						
240225	PO-240204	10/12/2023	INV#063589	FOLDERS FOR BATES	1	01-0740-0-4300-000-1110-1000-000-213	NN F	156.63	145.00
			TOTAL PAYMENT AMOUNT			145.00	*		145.00
015134/00	SAVVAS LEARNING COMPANY	843531648	92 FIS/GLOBAL vCard						
240254	PO-240224	10/12/2023	INV#4027051912	CURRIC.	1	01-6300-0-4100-107-1110-1000-000-000	NY P	1,377.03	1,377.03
240254	PO-240224	10/12/2023	SHIPPING		2	01-6300-0-5800-107-1110-1000-000-000	NY P	113.85	113.85
			TOTAL PAYMENT AMOUNT			1,490.88	*		1,490.88
			TOTAL Fund	CHECKS		0.00	**		0.00
			TOTAL Fund	EFT		8,378.06	**		8,378.06
			TOTAL Fund	PAYMENT		8,378.06	**		8,378.06

BATCH: 0081 EFT

<< Open >>

Fund : 12 CHILD DEVELOPMENT FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount

000203/00	LAKESHORE LEARNING MATERIALS	941525814	92 FIS/GLOBAL vCard						
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240018	PO-240087	10/12/2023	INV#1706430821	ISLE PREK	1	12-6105-0-5800-000-0001-3900-891-000	NN F	189.93	192.79
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240018	PO-240087	10/12/2023	INV#1706430821	ISLE PREK	2	12-6105-0-4300-000-0001-1000-891-000	NN F	1,392.59	1,389.70
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TOTAL PAYMENT AMOUNT					1,582.49	*			1,582.49
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TOTAL Fund	CHECKS		0.00	**					0.00
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TOTAL Fund	EFT		1,582.49	**					1,582.49
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TOTAL Fund	PAYMENT		1,582.49	**					1,582.49
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TOTAL BATCH CHECKS			0.00	***			0.00		0.00
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TOTAL BATCH EFT			9,960.55	***			0.00		9,960.55
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TOTAL BATCH PAYMENT			9,960.55	***			0.00		9,960.55
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TOTAL DISTRICT CHECKS			350,299.40	****			0.00		350,299.40
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TOTAL DISTRICT EFT			9,960.55	****			0.00		9,960.55
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TOTAL DISTRICT PAYMENT			360,259.95	****			0.00		360,259.95
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TOTAL FOR ALL DISTRICTS CHK:			350,299.40	****			0.00		350,299.40
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TOTAL FOR ALL DISTRICTS EFT:			9,960.55	****			0.00		9,960.55
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TOTAL FOR ALL DISTRICTS:			360,259.95	****			0.00		360,259.95
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Number of checks to be printed:	40, not counting voids due to stub overflows.	350,299.40
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Number of EFT generated:	5	9,960.55
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Batch status: A All

From batch: 0082

To batch: 0084

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef		
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount	

015840/00	CDW LLC									
240286	PO-240256	10/19/2023	INV#MF18132	RDHES	LAPTOP	1	01-0000-0-5800-000-3100-1000-000-330	NN F	8.08	8.08
240286	PO-240256	10/19/2023	INV#MF18132	RDHES	LAPTOP	2	01-0000-0-4400-000-3100-1000-000-330	NN F	939.52	886.09
240286	PO-240256	10/19/2023	INV#MF18132	RMS	CHROMEBOOK	7	01-0000-0-4300-000-1110-1000-000-222	NN F	4,159.14	3,352.45
240286	PO-240256	10/19/2023	INV#MF18132	RMS	CHROMEBOOK	8	01-0000-0-5800-000-1110-1000-000-222	NN F	161.60	133.72
240286	PO-240256	10/19/2023	INV#MF18132	ISLE	CHROMEBOOK	9	01-0000-0-5800-000-1110-1000-000-224	NN F	3,743.22	3,771.51
240286	PO-240256	10/19/2023	INV#MF18132	RMS	CHROMEBOOK	10	01-0000-0-4300-000-1110-1000-000-224	NN F	145.44	145.44
240327	PO-240297	10/19/2023	INV#ML70769	DHS	CHROMEBOOKS	1	01-3213-0-4300-000-1110-1000-000-311	NN F	8,952.75	8,952.66
240327	PO-240297	10/19/2023	INV#ML70769	DHS	CHROMEBOOKS	2	01-3213-0-5800-000-1110-1000-000-311	NN F	428.40	428.40
240327	PO-240297	10/19/2023	INV#ML70769	CMS	CHROMEBOOKS	3	01-3213-0-5800-000-1110-1000-000-210	NN F	8,952.75	8,952.65
240327	PO-240297	10/19/2023	INV#ML70769	DHS	CHROMEBOOKS	4	01-3213-0-4300-000-1110-1000-000-210	NN F	428.40	428.40
240327	PO-240297	10/19/2023	INV#ML70769	RMS	CHROMEBOOKS	5	01-0000-0-4300-000-1110-1000-000-222	NN F	895.28	895.12
240327	PO-240297	10/19/2023	INV#ML70769	DHS	CHROMEBOOKS	6	01-0000-0-5800-000-1110-1000-000-222	NN F	42.84	42.84
			TOTAL PAYMENT AMOUNT				27,997.36 *		27,997.36	
003538/00	HOME DEPOT CREDIT SERVICES		581853319							
240031	PO-240016	10/19/2023	SEPT STATEMENT			1	01-8150-0-4300-000-0000-8110-000-000	NN P	411.66	411.66
240207	PO-240183	10/19/2023	SEPT STATEMENT			1	01-0000-0-4300-000-1110-1000-000-311	NN P	490.96	490.96
240207	PO-240183	10/19/2023	SEPT STATEMENT			2	01-7010-0-4300-000-1110-1000-800-311	NN P	490.96	490.96
240267	PO-240240	10/19/2023	SEPT STATEMENT			1	01-7010-0-4300-000-1215-1000-800-321	NN P	340.04	340.04
240267	PO-240240	10/19/2023	SEPT STATEMENT			2	01-0000-0-4300-000-1215-1000-800-321	NN P	340.04	340.04
			TOTAL PAYMENT AMOUNT				2,073.66 *		2,073.66	
000548/00	LIRAS SUPERMARKET		680260589							
240185	PO-240172	10/19/2023	8/28-9/29	RVHS		1	01-0000-0-4300-000-1110-1000-000-321	NN P	754.84	754.84
240185	PO-240172	10/19/2023	RVHS	CREDIT		1	01-0000-0-4300-000-1110-1000-000-321	NN M	0.00	-112.89
			TOTAL PAYMENT AMOUNT				641.95 *		641.95	
014359/00	NORTH STATE TIRE CO									
240104	PO-240192	10/19/2023	INV#SAC0009313	DIST	VEH TR SRV	2	01-0720-0-4300-000-0000-3600-000-000	NN P	158.16	158.16
			TOTAL PAYMENT AMOUNT				158.16 *		158.16	
000193/00	RIO VISTA ACE HARDWARE		941544584							
240040	PO-240023	10/19/2023	8/1-9/27	MAINT	SUPPL	1	01-8150-0-4300-000-0000-8110-000-000	NN P	1,707.59	1,707.59
			TOTAL PAYMENT AMOUNT				1,707.59 *		1,707.59	

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
000096/00	STEWART INDUSTRIAL SUPPLY INC	680224275							
240081	PO-240061	10/19/2023	9/18-9/27	TRANSPORT SUPPL	1	01-0720-0-4300-000-0000-3600-000-000	NN P	186.28	186.28
						TOTAL PAYMENT AMOUNT	186.28 *		186.28
				TOTAL Fund	PAYMENT	32,765.00 **			32,765.00
				TOTAL BATCH PAYMENT		32,765.00 ***	0.00		32,765.00

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
015204/00	BROOKCREST WATER COMPANY	455143182							
PV-240338	10/18/2023	BATES DRINKING WATER		01-0000-0-5800-000-0000-7200-000-000	NN			59.30	
		TOTAL PAYMENT AMOUNT						59.30 *	59.30
003681/00	CALIFORNIA AMERICAN WATER	510104148							
PV-240339	10/18/2023	SEPT ISLE WATER		01-0000-0-5520-000-0000-8100-000-000	NN			335.54	
PV-240339	10/18/2023	SEPT ISLE WATER		01-0000-0-5520-000-0000-8100-000-000	NN			37.83	
PV-240339	10/18/2023	SEPT ISLE WATER		01-0000-0-5520-000-0000-8100-000-000	NN			385.54	
		TOTAL PAYMENT AMOUNT						758.91 *	758.91
003294/00	CALIFORNIA ASSOCIATION FFA								
PV-240340	10/18/2023	INV#113202 RVHS CATA MMBRSH		01-7010-0-4300-000-1215-1000-800-321	NN			225.00	
PV-240340	10/18/2023	INV#113202 RVHS CATA MMBRSH		01-0000-0-4300-000-1215-1000-800-321	NN			225.00	
		TOTAL PAYMENT AMOUNT						450.00 *	450.00
012268/00	CALIFORNIA WASTE RECOVERY								
PV-240341	10/18/2023	SEPT WASTE ISLE		01-0000-0-5525-000-0000-8100-000-000	NN			33.18	
		TOTAL PAYMENT AMOUNT						33.18 *	33.18
003380/00	CENTRAL VALLEY WASTE SERVICE								
PV-240351	10/18/2023	INV#2693452-0		01-0000-0-5525-000-0000-8100-000-000	NN			1,158.37	
PV-240351	10/18/2023	INV#2693594-9		01-0000-0-5525-000-0000-8100-000-000	NN			710.89	
PV-240351	10/18/2023	INV#2693607-9		01-0000-0-5525-000-0000-8100-000-000	NN			84.70	
PV-240351	10/18/2023	INV#2693608-7		01-0000-0-5525-000-0000-8100-000-000	NN			141.20	
		TOTAL PAYMENT AMOUNT						2,095.16 *	2,095.16
000201/00	CITY OF ISLETON	946000349							
PV-240342	10/18/2023	INV#97456 SEPT WATER		01-0000-0-5550-224-0000-8200-000-000	NN			411.05	
		TOTAL PAYMENT AMOUNT						411.05 *	411.05
011339/00	FRONTIER	060619596							
PV-240344	10/18/2023	OCT PHONE SERVICES		01-0000-0-5910-000-0000-7200-000-000	NN			2,009.31	
PV-240344	10/18/2023	OCT PHONE SERVICES		01-0000-0-5910-000-0000-7200-000-000	NN			9,162.71	
		TOTAL PAYMENT AMOUNT						11,172.02 *	11,172.02

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount

000095	(CONTINUED)								
PV-240356	10/19/2023	376224		01-0000-0-5510-000-0000-8100-000-000	NN				352.58
PV-240356	10/19/2023	376178		01-0000-0-5510-000-0000-8100-000-000	NN				3,251.21
PV-240356	10/19/2023	376785		01-0000-0-5510-000-0000-8100-000-000	NN				14.24
PV-240356	10/19/2023	376682		01-0000-0-5510-000-0000-8100-000-000	NN				583.44
			TOTAL PAYMENT AMOUNT						19,231.57
									19,231.57 *
014873/00	TPX COMMUNICATIONS								
PV-240349	10/18/2023	INV#14739331-0 LONG DIST PHONE		01-0000-0-5910-000-0000-2700-000-000	NN				2,954.13
			TOTAL PAYMENT AMOUNT						2,954.13
									2,954.13 *
010906/00	WASTE MANAGEMENT 000000000								
PV-240350	10/18/2023	INV#0824528-2549-8		01-0000-0-5920-000-0000-7200-000-000	NN				1,058.17
			TOTAL PAYMENT AMOUNT						1,058.17
									1,058.17 *
			TOTAL Fund	PAYMENT					344,374.82
									344,374.82 **

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount

013196/00	COMMERCIAL APPLIANCE SERVICE	680290464							
PV-240343	10/18/2023	INV#0231855 RVHS DISHWASHER			13-5310-0-4400-000-0000-3700-000-000	NN			1,038.12
PV-240343	10/18/2023	INV#0231855 RVHS DISHWASHER			13-5310-0-4300-000-0000-3700-000-000	NN			459.32
PV-240343	10/18/2023	INV#0231855 RVHS DISHWASHER			13-5310-0-5800-000-0000-3700-000-000	NN			1,706.25
		TOTAL PAYMENT AMOUNT							3,203.69
					3,203.69	*			
		TOTAL Fund	PAYMENT						3,203.69
					3,203.69	**			
		TOTAL BATCH PAYMENT			347,578.51	***	0.00		347,578.51

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn Op1 Op2 T9MPS	Liq Amt	Net Amount	

015864/00	BIRD, MAZIE							
PV-240354	10/19/2023	CONF MILEAGE			01-6266-0-5200-107-1110-1000-000-000 NN			20.57
					TOTAL PAYMENT AMOUNT	20.57 *		20.57
012796/00	ROSSI, MARCY							
PV-240355	10/19/2023	REIMBURSEMENTS			01-0000-0-4300-000-1110-1000-000-222 NN			86.46
PV-240355	10/19/2023	REIMBURSEMENTS			01-0000-0-4300-000-1110-1000-000-222 NN			62.33
					TOTAL PAYMENT AMOUNT	148.79 *		148.79
		TOTAL Fund	PAYMENT			169.36 **		169.36
		TOTAL BATCH PAYMENT				169.36 ***	0.00	169.36
		TOTAL DISTRICT PAYMENT				380,512.87 ****	0.00	380,512.87
		TOTAL FOR ALL DISTRICTS:				380,512.87 ****	0.00	380,512.87
Number of checks to be printed: 24, not counting voids due to stub overflows.								380,512.87

Batch status: A All

From batch: 0085

To batch: 0085

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

Vendor/Addr Remit name Tax ID num Deposit type ABA num Account num EE ES E-Term E-ExtRef
 Req Reference Date Description Fd Resc Y Objt Ste Goal Fctn Op1 Op2 T9MPS Liq Amt Net Amount

 000009/00 ABEL CHEVROLET-PONTIAC-BUICK 940266430
 PV-240360 10/24/2023 DEAL#0016386 RVHS AG TRUCK 01-9207-0-6400-000-1215-1000-000-000 NN 54,017.09
 TOTAL PAYMENT AMOUNT 54,017.09 *

014367/00 BANK OF AMERICA
 PV-240357 10/24/2023 CULLIGAN WATER 01-0000-0-5800-000-0000-7200-000-000 NN 343.45
 PV-240357 10/24/2023 N.V. SW FLIGHT ADJUSTMENT 01-0000-0-5200-107-0000-2100-000-000 NN 51.00
 PV-240357 10/24/2023 K.W. SW FLIGHT ADJUSTMENT 01-0000-0-5200-000-0000-7150-000-000 NN 51.00
 PV-240357 10/24/2023 C.A. SW FLIGHT ADJUSTMENT 01-7311-0-5200-000-0000-7400-000-000 NN 51.00
 PV-240357 10/24/2023 AMAZON PRIME SUB 01-0000-0-5882-000-0000-7200-000-000 NN 842.29
 PV-240357 10/24/2023 ZOOM 01-0000-0-5882-000-0000-7200-000-000 NN 79.00
 PV-240357 10/24/2023 BUSWEST EMERGENCY PARTS 01-0720-0-4300-000-0000-3600-000-000 NN 472.43
 PV-240357 10/24/2023 M.B. CSU CONF 01-3213-0-5200-000-0000-3110-000-321 NN 143.50
 PV-240357 10/24/2023 T.T. DOUBLE TREE HOTEL 01-0000-0-5200-107-0000-2100-000-000 NN 411.70
 PV-240357 10/24/2023 B.O. HOTEL CONF 01-7311-0-5200-000-0000-7300-000-000 NN 2,396.88
 PV-240357 10/24/2023 N.V. HOTEL CONF 01-0000-0-5200-107-0000-2100-000-000 NN 280.71
 PV-240357 10/24/2023 K.W. HOTEL CONF 01-0000-0-5200-000-0000-7150-000-000 NN 280.71
 PV-240357 10/24/2023 C.A. HOTEL CONF 01-7311-0-5200-000-0000-7400-000-000 NN 280.71
 PV-240357 10/24/2023 FINANCE CHARGE 01-0000-0-5800-000-0000-7300-000-000 NN 1,013.66
 TOTAL PAYMENT AMOUNT 6,698.04 *

000077/00 CITY OF RIO VISTA 946000404
 PV-240358 10/24/2023 83100899 DHW 01-0000-0-5520-000-0000-8100-000-000 NN 481.79
 PV-240358 10/24/2023 83071643 RVHS 01-0000-0-5520-000-0000-8100-000-000 NN 19.21
 PV-240358 10/24/2023 83071276 DIST OFF 01-0000-0-5520-000-0000-8100-000-000 NN 2.98
 PV-240358 10/24/2023 83100903 DHW 01-0000-0-5520-000-0000-8100-000-000 NN 7.84
 PV-240358 10/24/2023 83100899 DHW 01-0000-0-5550-000-0000-8100-000-000 NN 427.25
 PV-240358 10/24/2023 83071643 RVHS 01-0000-0-5550-000-0000-8100-000-000 NN 1.45
 PV-240358 10/24/2023 83071276 DIST OFF 01-0000-0-5550-000-0000-8100-000-000 NN 1.40
 TOTAL PAYMENT AMOUNT 941.92 *

013876/00 DATAPATH 900242296
 PV-240359 10/24/2023 INV#165073 AUG MNTHLY CHRGS 01-0000-0-5800-000-9670-7200-000-000 NN 13,796.41
 PV-240359 10/24/2023 INV#165761 SEPT MNTHLY CHRGS 01-0000-0-5800-000-9670-7200-000-000 NN 13,430.71
 TOTAL PAYMENT AMOUNT 27,227.12 *

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
014069/00	STAPLES ADVANTAGE	043390816							
240079	PO-240059	10/24/2023	INV#3540890211	BUS OFF SUPPL	1	01-0000-0-4300-000-0000-7300-000-000	NN P	149.73	149.73
240211	PO-240187	10/24/2023	INV#3540890212	DHS SUPPL	1	01-0000-0-4300-000-1110-1000-000-311	NN P	41.27	41.27
240211	PO-240187	10/24/2023	INV#3540890212	DHS SUPPL	2	01-7010-0-4300-000-1110-1000-800-311	NN P	41.27	41.27
TOTAL PAYMENT AMOUNT						232.27 *			232.27
TOTAL Fund			PAYMENT		89,116.44 **				89,116.44

BATCH: 0085 10/24/23 Batch

<< Open >>

Fund : 11 ADULT EDUCATION

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
013876/00	DATAPATH	900242296							
PV-240359	10/24/2023	INV#165073 AUG MNTHLY CHRGS			11-6391-0-5800-000-9670-7200-000-000	NN			1,642.43
PV-240359	10/24/2023	INV#165761 SEPT MNTHLY CHRGS			11-6391-0-5800-000-9670-7200-000-000	NN			1,598.89
		TOTAL PAYMENT AMOUNT							3,241.32
		TOTAL Fund	PAYMENT						3,241.32 **

BATCH: 0085 10/24/23 Batch

<< Open >>

Fund : 12 CHILD DEVELOPMENT FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
013876/00	DATAPATH	900242296							
PV-240359	10/24/2023	INV#165073 AUG MNTHLY CHRGS		12-6105-0-5800-000-9670-7200-000-000	NN				164.24
PV-240359	10/24/2023	INV#165761 SEPT MNTHLY CHRGS		12-6105-0-5800-000-9670-7200-000-000	NN				159.89
		TOTAL PAYMENT AMOUNT							324.13
		TOTAL Fund	PAYMENT						324.13

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
013876/00	DATAPATH	900242296							
PV-240359	10/24/2023	INV#165073 AUG MNTHLY CHRGS		13-5310-0-5800-000-9670-7200-000-000	NN				821.21
PV-240359	10/24/2023	INV#165761 SEPT MNTHLY CHRGS		13-5310-0-5800-000-9670-7200-000-000	NN				799.45
		TOTAL PAYMENT AMOUNT							1,620.66
		TOTAL Fund	PAYMENT						1,620.66
		TOTAL BATCH PAYMENT			94,302.55	***	0.00		94,302.55
		TOTAL DISTRICT PAYMENT			94,302.55	****	0.00		94,302.55
		TOTAL FOR ALL DISTRICTS:			94,302.55	****	0.00		94,302.55
Number of checks to be printed: 8, not counting voids due to stub overflows.									94,302.55

Batch status: A All

From batch: 0086

To batch: 0088

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
014665/00	LOY MATTISON ENTERPRISES	511602583							
240148 PO-240126	10/25/2023	INV#080123093023ERATE PROJ	1	01-0000-0-5800-000-9172-7200-000-000	NY	P	1,610.00	1,610.00	
		TOTAL PAYMENT AMOUNT					1,610.00 *	1,610.00	
011429/00	OLIVER WORLDCLASS LABS INC	833282891							
240224 PO-240229	10/26/2023	INV#1929 FLOOR STAND	1	01-3213-0-4300-000-1110-1000-000-224	NN	P	1,477.79	1,477.79	
		TOTAL PAYMENT AMOUNT					1,477.79 *	1,477.79	
013554/00	POINT QUEST EDUCATION	834685360							
240165 PO-240149	10/25/2023	INV#740314 NPS SRVCS	1	01-6500-0-5100-000-5750-1180-000-000	NN	P	125.00	125.00	
240165 PO-240149	10/25/2023	INV#740295 NPS SRVCS	1	01-6500-0-5100-000-5750-1180-000-000	NN	P	11,268.00	11,268.00	
240295 PO-240268	10/25/2023	INV#540157 NPS SRVCS	1	01-6500-0-5100-000-5750-1180-000-000	NN	P	15,337.00	15,337.00	
240295 PO-240268	10/25/2023	INV#540185 NPS SRVCS	1	01-6500-0-5100-000-5750-1180-000-000	NN	P	312.50	312.50	
240295 PO-240268	10/25/2023	INV#540174 NPS SRVCS	1	01-6500-0-5100-000-5750-1180-000-000	NN	P	437.50	437.50	
240295 PO-240268	10/25/2023	INV#540201 NPS SRVCS	1	01-6500-0-5100-000-5750-1180-000-000	NN	P	1,230.00	1,230.00	
		TOTAL PAYMENT AMOUNT					28,710.00 *	28,710.00	
014069/00	STAPLES ADVANTAGE	043390816							
240216 PO-240163	10/26/2023	INV#3547128363 DHW SUPPL	1	01-1100-0-4300-000-1110-1000-000-223	NN	P	3.35	3.35	
240216 PO-240163	10/26/2023	INV#3547128361 DHW SUPPL	1	01-1100-0-4300-000-1110-1000-000-223	NN	P	298.51	298.51	
240216 PO-240163	10/26/2023	INV#3547128359 DHW SUPPL	1	01-1100-0-4300-000-1110-1000-000-223	NN	P	47.81	47.81	
240216 PO-240163	10/26/2023	INV#354712835 DHW SUPPL	1	01-1100-0-4300-000-1110-1000-000-223	NN	P	268.06	268.06	
240216 PO-240163	10/26/2023	INV#3548218645 DHW SUPPL	1	01-1100-0-4300-000-1110-1000-000-223	NN	P	293.00	293.00	
240216 PO-240163	10/26/2023	INV#354269864 DHW SUPPL	1	01-1100-0-4300-000-1110-1000-000-223	NN	P	27.44	27.44	
		TOTAL PAYMENT AMOUNT					938.17 *	938.17	
011391/00	THE MCGRAW-HILL COMPANIES	000000000							
240223 PO-240203	10/25/2023	INV#129745872001 WG CURRIC	1	01-6300-0-4100-107-1110-1000-000-000	NN	F	146.06	108.40	
		TOTAL PAYMENT AMOUNT					108.40 *	108.40	
		TOTAL Fund	PAYMENT				51,442.65 **	51,442.65	
		TOTAL BATCH PAYMENT					51,442.65 ***	0.00	51,442.65

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn Op1 Op2 T9MPS	Liq Amt	Net	Amount
014990/00	MINDSPEAKER PRINTING	545831388						
PV-240391	10/26/2023	INV#D02 STAFF TSHIRTS		01-9305-0-4300-000-1110-1000-000-223	NN			111.50
		TOTAL PAYMENT AMOUNT			111.50 *			111.50
015651/00	SEON DESIGN	460522515						
PV-240385	10/26/2023	INV#181712 VAN CAMERA SYSTEM		01-0720-0-4400-000-0000-3600-000-000	NN			3,191.22
PV-240385	10/26/2023	INV#181712 VAN CAMERA SYSTEM		01-0720-0-5800-000-0000-3600-000-000	NN			147.42
		TOTAL PAYMENT AMOUNT			3,338.64 *			3,338.64
013858/00	SPURR							
PV-240366	10/25/2023	INV#133163 DIST GAS		01-0000-0-5510-000-0000-8100-000-000	NN			1,069.47
		TOTAL PAYMENT AMOUNT			1,069.47 *			1,069.47
015866/00	TESOL TRAINERS	142000055						
PV-240392	10/26/2023	INV#0109 TRAINING SERVICES		01-3010-0-5200-000-1695-1000-000-223	NN			250.00
		TOTAL PAYMENT AMOUNT			250.00 *			250.00
015790/00	THE RADIO GUYS	844593673						
PV-240384	10/26/2023	INV#24500 RADIOS FOR VANS		01-0720-0-4420-000-0000-3600-000-000	NN			1,064.75
		TOTAL PAYMENT AMOUNT			1,064.75 *			1,064.75
001896/00	UPS	362407381						
PV-240367	10/25/2023	INV#30403 WKLY CHRGS		01-0000-0-5920-000-0000-7200-000-000	NN			55.24
PV-240367	10/25/2023	INV#30393 WKLY CHRGS		01-0000-0-5920-000-0000-7200-000-000	NN			139.51
		TOTAL PAYMENT AMOUNT			194.75 *			194.75
015228/00	WEST COAST BROADCAST SERV	830905908						
PV-240386	10/26/2023	INV#RVH-013 RVHS RADIO SRVCS		01-0000-0-5800-000-0000-7360-000-915	NY			386.68
		TOTAL PAYMENT AMOUNT			386.68 *			386.68

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
014450/00	WIZIX	822534390							
PV-240368	10/25/2023	INV#363507 RVHS			01-0000-0-5840-321-1110-1000-000-000	NN			1,093.56
PV-240368	10/25/2023	INV#360667 DIST			01-0000-0-5840-000-0000-7200-000-000	NN			60.44
PV-240368	10/25/2023	INV#360668 CMS			01-0000-0-5840-210-1110-1000-000-000	NN			11.83
PV-240368	10/25/2023	INV#360973 DHW			01-0000-0-5840-223-1110-1000-000-000	NN			1,140.67
PV-240368	10/25/2023	INV#361314 ISLE			01-0000-0-5840-224-1110-1000-000-000	NN			518.16
PV-240368	10/25/2023	INV#362473 BATES			01-0000-0-5840-213-1110-1000-000-000	NN			207.58
PV-240368	10/25/2023	INV#361738 DHS			01-0000-0-5840-311-1110-1000-000-000	NN			1,302.37
PV-240368	10/25/2023	INV#361739 TRANSPORT			01-0000-0-5840-000-0000-7200-000-000	NN			25.39
		TOTAL PAYMENT AMOUNT			4,360.00 *				4,360.00
		TOTAL Fund	PAYMENT		30,876.66 **				30,876.66

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount

015265/00	CLARK PEST CONTROL OF STOCKTON	000000000							
	PV-240362	10/25/2023	INV#34014869	CAFE PEST CNTRL	13-5310-0-5535-000-0000-8100-000-000	NN			135.00
				TOTAL PAYMENT AMOUNT					135.00
									135.00 *
013858/00	SPURR								
	PV-240366	10/25/2023	INV#133163	CMS GAS	13-5310-0-5510-000-0000-8100-000-000	NN			28.64
				TOTAL PAYMENT AMOUNT					28.64
									28.64 *
				TOTAL Fund	PAYMENT				163.64 **

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
015812/00	BOBO CONSTRUCTION INC	941436622							
PV-240369	10/25/2023	INV#3273-001A DHS CAFE REP		23-9360-0-6272-000-9115-8500-030-000	NN				19,132.00
		TOTAL PAYMENT AMOUNT							19,132.00
		TOTAL Fund	PAYMENT						19,132.00
		TOTAL BATCH PAYMENT						0.00	50,172.30

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn Op1 Op2 T9MPS	Liq Amt	Net	Amount

015688/00	BARBIERI, TRACY							
PV-240370	10/25/2023	SEPT MILEAGE			01-6500-0-5230-000-5001-2100-000-000 NN			84.30
		TOTAL PAYMENT AMOUNT				84.30 *		84.30
015095/00	BRIOSO, TRINIDAD							
PV-240371	10/25/2023	SEPT MILEAGE			01-6500-0-5230-000-5001-3120-000-000 NN			73.81
		TOTAL PAYMENT AMOUNT				73.81 *		73.81
015732/00	CERVANTES, CLAUDIA							
PV-240372	10/25/2023	SEPT MILEAGE			01-6500-0-5230-000-5770-3600-000-000 NN			426.41
		TOTAL PAYMENT AMOUNT				426.41 *		426.41
015726/00	CORNELSON, ROYCE							
PV-240374	10/25/2023	STAFF TSHIRTS			01-0000-0-4300-000-1110-1000-000-311 NN			113.70
PV-240374	10/25/2023	STAFF TSHIRTS			01-0000-0-4300-000-1110-1000-000-210 NN			113.71
		TOTAL PAYMENT AMOUNT				227.41 *		227.41
015670/00	ESPARZA, ANNA							
PV-240375	10/25/2023	CAREER FAIR SUPPL			01-0000-0-4300-000-1110-1000-000-311 NN			58.96
PV-240375	10/25/2023	CAREER FAIR SUPPL			01-0000-0-4300-000-1110-1000-000-210 NN			13.69
		TOTAL PAYMENT AMOUNT				72.65 *		72.65
015850/00	MORGAN, ELDORADANAN							
PV-240376	10/25/2023	SEPT MILEAGE			01-6266-0-5230-107-0000-2100-000-000 NN			79.71
		TOTAL PAYMENT AMOUNT				79.71 *		79.71
014784/00	ROMAN, ANA	000000000						
PV-240377	10/25/2023	SEPT MILEAGE			01-6500-0-5230-000-5001-3120-000-000 NN			42.84
		TOTAL PAYMENT AMOUNT				42.84 *		42.84

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount

015003/00	ROUNDS, SEFIA								
PV-240378	10/25/2023	MILEAGE/STAFF SUPPL		01-0000-0-5200-000-1110-1000-000-222	NN				192.57
PV-240378	10/25/2023	MILEAGE/STAFF SUPPL		01-0000-0-4300-000-1110-1000-000-222	NN				47.94
		TOTAL PAYMENT AMOUNT							240.51 *
012885/00	SALOMON, TRISHA								
PV-240379	10/25/2023	CONF MILEAGE		01-6500-0-5200-000-5001-2100-000-000	NN				72.05
		TOTAL PAYMENT AMOUNT							72.05 *
015572/00	SERNA, CECILIA								
PV-240380	10/25/2023	SEPT MILEAGE		01-6500-0-5890-000-5750-3600-000-000	NN				400.86
		TOTAL PAYMENT AMOUNT							400.86 *
015762/00	TERE HAM								
PV-240381	10/25/2023	SEPT MILEAGE		01-6500-0-5890-000-5750-3600-000-000	NN				135.85
		TOTAL PAYMENT AMOUNT							135.85 *
		TOTAL Fund	PAYMENT						1,856.40 **

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
014088/00	CLINE, SUZANNE	000000000							
	PV-240373 10/25/2023	CLSSRM SUPPL			12-6105-0-4300-000-0001-1000-891-000	NN			62.35
		TOTAL PAYMENT AMOUNT							62.35
		TOTAL Fund	PAYMENT						62.35

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
015411/00	CHAVEZ, GABY	000000000							
	PV-240393	10/26/2023	SEPT MILEAGE		22-9359-0-5230-000-9115-8500-086-000	NN			44.40
					TOTAL PAYMENT AMOUNT				44.40
					TOTAL Fund	PAYMENT			44.40

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
015411/00	CHAVEZ, GABY	000000000							
	PV-240393	10/26/2023	SEPT MILEAGE		23-9360-0-5230-000-9115-8500-088-000	NN			90.80
					TOTAL PAYMENT AMOUNT				90.80
						90.80 *			90.80
					TOTAL Fund	PAYMENT			90.80
						90.80 **			90.80
					TOTAL BATCH PAYMENT		2,053.95 ***	0.00	2,053.95
					TOTAL DISTRICT PAYMENT		103,668.90 ****	0.00	103,668.90
					TOTAL FOR ALL DISTRICTS:		103,668.90 ****	0.00	103,668.90
					Number of checks to be printed:	44, not counting voids due to stub overflows.			103,668.90

Batch status: A All

From batch: 0089

To batch: 0094

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
013152/00	AVID CENTER	330522594	92 FIS/GLOBAL vCard						
PV-240394	10/31/2023	INV#SIN015068 REG CANCELLATION	01-0000-0-5200-107-0000-2100-000-000	NN					75.00
		TOTAL PAYMENT AMOUNT			75.00	*			75.00
		TOTAL Fund	CHECKS		0.00	**			0.00
		TOTAL Fund	EFT		75.00	**			75.00
		TOTAL Fund	PAYMENT		75.00	**			75.00
		TOTAL BATCH CHECKS			0.00	***	0.00		0.00
		TOTAL BATCH EFT			75.00	***	0.00		75.00
		TOTAL BATCH PAYMENT			75.00	***	0.00		75.00

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1	Op2	T9MPS	Liq Amt	Net Amount
015837/00	CATALYST FAMILY INC	942376637								
240238	PO-240215 10/31/2023	INV#3010-SEP23	ELOP/ASES	1	01-2600-0-5800-000-1110-1000-000-000	NN	P		36,696.91	36,696.91
240238	PO-240215 10/31/2023	INV#3010-SEP23	ELOP/ASES	2	01-6010-0-5800-000-1110-1000-000-000	NN	P		27,352.46	27,352.46
			TOTAL PAYMENT AMOUNT						64,049.37	64,049.37
			TOTAL Fund	PAYMENT					64,049.37	64,049.37
			TOTAL BATCH PAYMENT					0.00	64,049.37	64,049.37

BATCH: 0091 PV

<< Open >>

Fund : 01 GENERAL FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
003270/00	PG&E	940742640							
PV-240395	10/31/2023	OCT DIST WIDE GAS		01-0000-0-5510-000-0000-8100-000-000	NN			58,099.78	
		TOTAL PAYMENT AMOUNT						58,099.78	*
012479/00	ULINE	363684738							
PV-240402	10/31/2023	INV#168219915		01-9841-0-4400-223-1110-1000-000-000	NN			1,319.25	
PV-240402	10/31/2023	INV#168219915		01-9841-0-5800-223-1110-1000-000-000	NN			61.02	
PV-240402	10/31/2023	INV#168418971		01-9841-0-4400-223-1110-1000-000-000	NN			578.47	
PV-240402	10/31/2023	INV#168418971		01-9841-0-5800-223-1110-1000-000-000	NN			283.82	
		TOTAL PAYMENT AMOUNT						2,242.56	*
		TOTAL Fund	PAYMENT					60,342.34	**
		TOTAL BATCH PAYMENT					0.00	60,342.34	***

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount
015849/00	CHRISTIANSON-TREAT, TRICIA								
PV-240396	10/31/2023	SEPT MILEAGE			01-0000-0-5230-000-0000-2100-000-000	NN			77.22
		TOTAL PAYMENT AMOUNT							77.22
015857/00	O'HANDLEY, JESSICA								
PV-240397	10/31/2023	AUG MILEAGE			01-6500-0-5230-000-5001-3120-000-000	NN			174.94
		TOTAL PAYMENT AMOUNT							174.94
013692/00	PATIN, ANGELA	000000000							
PV-240398	10/31/2023	SEPT MILEAGE			01-0000-0-5230-107-0000-3140-000-000	NN			48.86
		TOTAL PAYMENT AMOUNT							48.86
012796/00	ROSSI, MARCY								
PV-240399	10/31/2023	MATH8 CLASS SUPPL			01-0000-0-4300-000-1110-1000-001-222	NN			38.98
		TOTAL PAYMENT AMOUNT							38.98
		TOTAL Fund	PAYMENT						340.00
									340.00
		TOTAL BATCH PAYMENT						0.00	340.00

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount

000055/00	SIA DELTA DENTAL								
PV-240400	10/31/2023	OCT 23 PREMIUMS			01-0000-0-3701-000-1590-1000-000-000	NN			2,910.62
PV-240400	10/31/2023	OCT 23 PREMIUMS			01-0000-0-3702-000-9590-7200-000-000	NN			1,626.70
PV-240400	10/31/2023	OCT 23 PREMIUMS			01-0000-0-3901-000-9133-7200-000-000	NN			207.49
TOTAL PAYMENT AMOUNT									4,744.81 *
000056/00	SIA VISION SERVICE								
PV-240401	10/31/2023	OCT 23 PREMIUMS			01-0000-0-3701-000-1590-1000-000-000	NN			403.76
PV-240401	10/31/2023	OCT 23 PREMIUMS			01-0000-0-3702-000-9590-7200-000-000	NN			547.96
PV-240401	10/31/2023	OCT 23 PREMIUMS			01-0000-0-3901-000-9133-7200-000-000	NN			28.84
TOTAL PAYMENT AMOUNT									980.56 *
TOTAL Fund PAYMENT									5,725.37 **
TOTAL BATCH PAYMENT									5,725.37 ***
							0.00	5,725.37	

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef			
Req Reference	Date	Description	Fd Resc Y	Objt Ste	Goal Fctn	Op1 Op2	T9MPS	Liq Amt	Net Amount		
014975/00	NEWSELA	471882828									
240054	PO-240032	10/31/2023	INV#32612	2	YEAR	SUBSCRIPT.	1	01-3213-0-5882-107-1110-1000-000-000	NN F	13,958.00	13,958.00
	PV-240403	10/31/2023	INV#31839	3	YEAR	SUBSCRIPT.		01-3213-0-5882-107-1110-1000-000-000	NN		48,800.02
			TOTAL PAYMENT AMOUNT					62,758.02	*		62,758.02
			TOTAL Fund	PAYMENT				62,758.02	**		62,758.02
			TOTAL BATCH PAYMENT					62,758.02	***	0.00	62,758.02
			TOTAL DISTRICT CHECKS					193,215.10	****	0.00	193,215.10
			TOTAL DISTRICT EFT					75.00	****	0.00	75.00
			TOTAL DISTRICT PAYMENT					193,290.10	****	0.00	193,290.10
			TOTAL FOR ALL DISTRICTS CHK:					193,215.10	****	0.00	193,215.10
			TOTAL FOR ALL DISTRICTS EFT:					75.00	****	0.00	75.00
			TOTAL FOR ALL DISTRICTS:					193,290.10	****	0.00	193,290.10
Number of checks to be printed:			10,	not counting voids due to stub overflows.							193,215.10
Number of EFT generated:			1								75.00

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2023

Attachments: _____

From: Marcy Rossi, Principal

Item Number: 10.4

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

SUBJECT:

Request Approval for Melody Greco, Riverview's Leadership Teacher, to Attend the California Association of Directors of Activities (CADA) Annual State Convention in Reno, NV on March 6-9, 2024

BACKGROUND:

Ms. Greco is the Leadership teacher at Riverview Middle School. For the last several years, Riverview's Leadership teacher has attended the Annual CADA Conferences. This conference helped our former Leadership teacher to build student involvement, school pride and improve school climate at Riverview Middle School. We would like to build Ms. Greco's capacity as a new Leadership teacher by having her attend this conference.

STATUS:

Overnight and out of state conferences require school board approval.

PRESENTER:

Marcy Rossi, Principal

OTHER PEOPLE WHO MIGHT BE PRESENT:

Melody Greco, Leadership Teacher

COST AND FUNDING SOURCES:

Hotel approx. \$135/night x 4 nights = \$540

Conference fee \$605

Mileage approx. 270 miles x .655/mi = 176.85

Per diem \$69/day x 4 days = \$276

Sub cost \$165 x 3 = \$495

TOTAL COST approx. \$2092.85

RECOMMENDATION:

That the Board approve the overnight and out-of-state travel for Ms. Greco to attend the Annual CADA Conference.

Time allocated: 3 minutes



Travel-Conference Request for Approval and Reimbursement Claim Form

Date Submitted for Prior Approval 10/5/23

(Must be submitted 10 working days prior to trip, out of state travel requires prior board approval)

Name of Employee Melody Greco Department/School Riverview

Name of Conference (if applicable) CADA State Conference

Estimated Expenses:

Total: 605.00

Actual Expenses:

Total: _____

Registration Fees:

Total: 176.85

Total: _____

Transportation:

Personal auto mileage: 270 miles @ .625 per mile

Total: 0.00

Total: _____

Air Travel: No

Total: 540.00

Total: _____

Lodging: 4 nights @ 135.00

Total: 0.00

Total: _____

Other (parking, bridge tolls etc.): N/A

Departure Date	Departure Time	Return Date	Return Time	Breakfast \$16	Lunch \$17	Dinner \$31	Incidentals \$5
3/5/24	3:30 PM	3/9/24	3:30 PM	3	3	3	4
Totals:				48	51	93	20.00

Requesting Per Diem check prior to travel: Yes

Total Estimated Costs: 2092.85

Total Actual Expenses: _____

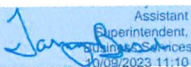
FUND	RESOURCE	YEAR	OBJECT	SITE	GOAL	FUNCTION	LO-1	LO-2	AMOUNT
01	0000	0	4300	000	1110	1000	001	222	1597.85
01	0000	0	1104	000	1110	1000	000	222	297.00
01	0740	0	1104	000	1110	1000	000	222	198.00


Substitute Required: Yes

Site Secretary:  Date: 10/5/23

Prior approval Signatures:

Principal/Director:  Date: 10/5/23


Business Services:  Date: 10-9-2023

Superintendent:  Date: 10-9-23

Accounts Payable:  Date: 10/9/23

Approval for reimbursement (submit within ten (10) days of travel):

Claimant:  Date: _____

Business Services:  Date: _____



**MARCH 6-9, 2024
GRAND SIERRA RESORT - RENO, NV**

REGISTRATION NOW OPEN!

WHAT IS THE CADA STATE CONVENTION?



The CADA State Convention is the largest event in the nation for Activities Directors. The CADA organization is the number one organization in the United States for teaching and developing leadership skills students will use for the rest of their lives as they learn to serve their schools, communities, and families. The convention will provide you with the tools and resources necessary to do just that. ***A detailed workshop schedule will not be released until late January early February. To see 2023's sessions [click here](#).***

CHECK OUT THE 2023 RECAP VIDEO!

CADA 2023: Convention Recap Video "Ven a Mi Casa"



[Attendee Registration](#)

[Exhibitor Registration](#)

[Lodging & Transportation](#)



Not a CADA Member? Join Today

VIRTUAL EVENTS/WEBINARS

AREA REGIONAL 1-DAY CONFERENCES

CADA STATE CONVENTION (ADVISORS)

Attendee Registration

- Exhibitor Registration
- Lodging & Transportation
- Schedule Of Events
- Keynote Speakers
- Pre-Conference Sessions
- Social Events
- Apply To Present
- Administrators' Day
- Future Dates

LEADERSHIP DEVELOPMENT DAYS

CASL STATE CONFERENCE (STUDENTS)

SUMMER LEADERSHIP CAMPS

MASTER ACTIVITY ADVISOR CERTIFICATION

Programs & Conferences > CADA State Convention (Advisors)



REGISTRATION NOW OPEN!

	MEMBER	NON-MEMBER
BEFORE 01/26/2024	\$455/attendee	\$605/attendee
01/26/2024 - 02/21/24	\$505/attendee	\$655/attendee
ONSITE	\$555/attendee	\$705/attendee

REGISTER NOW!

All attendees must register. You must complete your order on the payment screen for your registration to be completed. You are NOT registered until you get to the confirmation page/email.

If paying by check select "Sending Check" in the payment method and hit "Submit and Complete Order".

Out of State Attendees: For those attendees traveling from outside of California, you receive the member price. Please call CADA Central for a coupon code to get member pricing 831-464-4891.

REGISTRATION/CONVENTIONS POLICIES

For registration and payment policies please click here.

Substitution/Transfer Policy: Transfers made prior to February 21, 2024 will be assessed a \$35 administrative fee to transfer a registration to another individual. If you are transferring a member to a non-member attendee etc., the difference in registration fees will be charged as well. All name badges are prepared the week after pre-registration closes on February 16, 2023. Therefore, any transfer requests after February 21, 2024 should be brought to the registration desk onsite along with the \$50 on-site substitution fee.

Cancellation Policy: All cancellations must be received in writing by February 21, 2024 and are subject to a \$35 administrative fee. No refunds available beginning February 21, 2024. Please send your cancellation request to events@cada1.org. All attendees must cancel their registration regardless of if payment has been submitted OR NOT - if you fail to cancel your registration you will be required to pay for your convention registration.

REGISTRATION PACKAGES

Regular Registration Package includes: Full Convention registration with workshops, general sessions, Area functions, entry into the exhibit hall, Convention giveaways, and all





2024 CONFERENCE
ONTARIO, CA
MS: APRIL 11-13
HS: APRIL 13-15

social events (Wednesday networking event, Thursday Exhibit Hall reception (light appetizers), Thursday after-party, Friday dinner/dance, and Saturday brunch.)

Out of State Attendees: For those attendees traveling from outside of California, you receive the member price. Please call CADA Central for a coupon code to get member pricing 831-464-4891.

HOW TO REGISTER

CADA has gone paperless with our registrations! You now can register online and register with a credit card or check. **Check payment needs to be received the event start date. If paying my check on the payment screen you will select sending check. No Purchase Orders accepted.** For registration policies [click here](#). For registration edits, please contact CADA Central at events@cada1.org. All attendees agree to the [CADA Convention Policies](#) upon registering for the event.

CHECK PAYMENTS

Checks can be made out to CADA and mailed to:

CADA - 7960 Soquel Ave., Suite B112, Aptos, CA 95003

Please include a copy of your confirmation with all check payments.

WHAT DOES MY CADA CONFERENCE REGISTRATION INCLUDE:

All packages include dinner on Friday, reception on Thursday (light appetizers), and brunch on Saturday, entry into the exhibit hall, all social events, all workshops, general sessions, Area functions, and convention giveaways. For more detail on each package see below.

Registration **DOES NOT** include your hotel room - you will need to book on your own. [Click here](#) for lodging details.

SPECIAL EVENTS & ADDITIONAL TICKETS

- **\$150 Companion/Guest Ticket** - For non-school related spouse, partner, or other. Includes access to all social events and entry into exhibit hall, but **NOT** educational sessions.
- **\$75 Extra Friday Dinner/Dance Ticket** - Friday, March 4th (All registered attendees receive 1 dinner/dance ticket).
- **\$40 Saturday Brunch Ticket** - Saturday, March 5th (All registered attendees will receive 1 brunch ticket).
- **\$25 CADA Scholarship 5k Run/1k Walk** - Friday, March 3 (Includes shirt). All proceeds go to the [CADA/CASL Memorial Scholarship](#).
- **\$50 Pre-Conference Seminars | \$75 Onsite** - Wednesday, March 1, from 9:00 AM - 12:00 PM [Click here for Pre-Conference details](#).
- **MAA** - \$100 MAA Foundations course or \$50 per MAA 200-level course

INVITE YOUR ADMINISTRATOR

Administrators are invited to spend the day with us on **Friday, March 8th**, where they will have a **free all-access pass** to the Convention - including workshops, the general session, and the exhibit hall. *Note: If your administrator would like to stay for the Friday Dinner/Dance they will need to purchase a \$50 dinner ticket.* [Register Now for Admin Day!](#)

NEED HELP GETTING YOUR SCHOOL OR DISTRICT TO FUND THE CADA CONVENTION?

School site councils allocate funds for professional development from local site budgets. LCAP is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The American Rescue Plan Act (ARPA) added \$15.3 billion in assistance to California's K-12 schools to combat the pandemic and the recession. You may also check with your principal or district

office for access to funds from the following sources: Tobacco Use Prevention Education (TUPE) program, Title IV (Drug-Free Schools) School Improvement Funds, Title 1 (under the category of Safe and Orderly Environment), Title V (Innovated Programs), Pupil Retention Block Grant, or Associated Student Body funds. According to FCMAT's website: if district board policy states that the CADA Convention is an acceptable expenditure, even though students, are not attending and the students agree on the expenditure before it occurs, then ASB funds can pay for you to attend the CADA Convention.!

Can ASB Funds Legally Pay for Activity Directors to attend the CADA Conference? [See the response FCMAT gives on this.](#)

Not a CADA Member? Joining CADA has its benefits - find out how joining CADA can save you money! | [Learn More](#)

ABOUT

- Board of Directors
- Member Awards
- CADA Sponsors
- Partnerships
- CADA Bylaws
- Contact Us
- Leadership Legacy Fund

JOIN

- Individual Membership
- School Membership
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**BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT**

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2023

Attachments: X

From: Tracy Barbieri, Director of Special Education

Item Number: 10.5

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

SUBJECT:

Request to Approve the Additional Cost of \$120,000 to the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest Education Central Valley) for the 2023-2024 School Year.

BACKGROUND:

This cost is in addition to our current contract. There are students within our district that require programs and services unique to their needs. The IEP team determined Point Quest Education Central Valley to be the least restrictive environment to meet these student's needs.

STATUS:

The original 2023-2024 contract was not to exceed \$100,000. It is necessary to increase the contract for two additional students for a total amount not to exceed \$220,000.

PRESENTER: Tracy Barbieri, Director of Special Education

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$120,000 paid by Special Education Funds.

RECOMMENDATION:

That the Board approves the additional cost to the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest Education Central Valley) for the 2023-2024 school year.

Time allocated: 2 minutes



SACRAMENTO COUNTY SELPA

SUPPORTING THE FOLLOWING LEAS:

*ARCOHE, CENTER, ELVERTA, GALT ELEMENTARY, GALT HIGH SCHOOL, NATOMAS
CHARTER SCHOOL, RIVER DELTA, ROBLA*

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

SACRAMENTO COUNTY SELPA

2023-2024

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA

Contract Year 2023-2024

<input checked="" type="checkbox"/>	Nonpublic School ("NPS")
<input type="checkbox"/>	Nonpublic Agency ("NPA")

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.

Interim Extension of the Master Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA in accordance with Section 4 of this Master Contract.
Expiration Date: _____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract

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2023-2024

CONTRACT NUMBER:

LEA:

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Point Quest Education CV

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, 2023, between [redacted], hereinafter referred to as the local educational agency ("LEA") and Point Quest Education CV (nonpublic, nonsectarian school [NPS] or nonpublic, nonsectarian agency [NPA]), 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.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (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 student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

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 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 the State of California 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 of California 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 the State of California, 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 of California, 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 Procedures and shall indemnify LEA under the provisions of Section 16 of this Contract 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 Procedures (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 NPA/S 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, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this 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 also 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 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. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, 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 LEA.

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Contract 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 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 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, CONTRACTOR shall provide all services specified in the IEP unless CONTRACTOR and LEA agree otherwise in the ISA. (California Education Code §56366(a)(5) and California Code of Regulations, tit. 5, § 3062(e).) In the event CONTRACTOR is unable to provide a specific service at any time during the term of the ISA, 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 CONTRACTOR.

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 the State of California 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).

Exhibit B includes the ISA form.

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. 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 related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual 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 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 of California 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 of California licensing agency, a certificate of registration with the appropriate professional organization at the national or State of California 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 a 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 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 Section, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the LEA student's Parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with Parent requests for copies of LEA student records, as required by State of California 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 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 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 or ISA, either party shall give no less than 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 or ISA 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. Notwithstanding the foregoing regarding termination of an ISA, CONTRACTOR is bound by the "stay put" provisions described in Section 6 of this Contract.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR's 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 policy shall be primary and shall not seek contribution from LEA's coverage, and be endorsed using Insurance Services Office form CG 20 10 or CG 20 26 (or equivalent) to provide that LEA 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 two million dollars (\$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 Abuse and Molestation Insurance

CONTRACTOR shall provide Sexual Abuse and Molestation coverage in the minimum amount of three million dollars (\$3,000,000) 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 Contract, 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 Contract, and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

F. For all Insurance Coverage in Part I:

- 1) Each insurance policy required by the Contract 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 LEA, 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 LEA.
- 3) Evidence of Insurance – Prior to commencement of serving LEA students pursuant to this Contract, CONTRACTOR shall furnish LEA with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. CONTRACTOR must agree to provide complete, certified copies of all required insurance policies if requested by LEA.
- 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.

- B. **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.
- C. **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.
- D. **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.
- E. **Professional Liability/Errors & Omissions/Malpractice Coverage** with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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 such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to CONTRACTOR. 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 thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Contract.

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 venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless LEA from and against any and all claims for loss, liability, or damages arising from that 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 LEA 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 NPS/A submitting the certificate, designation of NPS or NPA, and the location of the NPS/A 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.

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 NPS/A) 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 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 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 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 by LEA.

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.

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 special education and/or related services (including transition services) to each LEA student 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, 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 9 through 12 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 or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the Parent 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.

CONTRACTORS 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 an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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 its regular school year and/or extended school year, the approved number of days shall become the total billable days for CONTRACTOR. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by the LEA student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined 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 by LEA and CONTRACTOR, 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 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, Juneteenth and Independence Day. With the prior written 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 Section 62 of this Contract.

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 CDE 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 sections 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 Alternative English Language Proficiency Assessments for California (“Alternative ELPAC”), and as appropriate to the LEA student, and mandated by LEA pursuant to LEA, State of California, 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. 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 federal law and its 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 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).) The 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 upon LEA request.

Pursuant to 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 a 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.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. The use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. Emergencies *require* a BER form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment ("FBA"), and to determine an interim plan, or both. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

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.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. 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.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the Parent 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 an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

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 timely forwarded to LEA as required by this Contract.

CONTRACTOR's failure to comply with any of the requirements of Section 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Contract by LEA.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with State of California 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 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 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, 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 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 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8(a), (d) and 106.9(a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the 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 and shall be submitted to the LEA and LEA student's Parent quarterly.

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 and electronically (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 when applicable. 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. When requested, 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 providing services in a LEA student's home as specified in the IEP shall ensure that at least one Parent of the child, or an adult caregiver with the Parent's written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the Parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. CONTRACTOR shall ensure that the Parent informs the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with CONTRACTOR.

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 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines and 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 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth 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 LEA 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. A copy of the current IEP shall be provided to the LEA.

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, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the LEA student's Parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, 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. Sec. 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 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

43. MONITORING

When CONTRACTOR is a NPS, LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which LEA has a student attending and with which it maintains a master

contract. The monitoring visit shall include, but is not limited to, a review of services provided to the student through the ISA between LEA and the NPS, a review of progress the student is making toward the goals set forth in the student's IEP, a review of progress the student is making toward the goals set forth in the student's BIP, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a student if LEA does not have any students enrolled at the NPS at the time of placement. (Ed. Code § 56366.1.)

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 NPA:

When CONTRACTOR is an NPA, all employees, volunteers, and subcontractors of CONTRACTOR who will or are likely to interact with LEA students shall obtain 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"). Notwithstanding the restrictions on sharing and destroying criminal background check information and notwithstanding the express provisions of California Education Code sections 44237, 45125.1, and 56366.1, CONTRACTOR shall require all employees, volunteers, and

subcontractors to submit fingerprints through LEA's Live Scan system, regardless of whether CONTRACTOR requires its employees and volunteers to submit fingerprints for background checks in accordance with its own procedures. In addition, CONTRACTOR shall require all employees, volunteers, and subcontractors who will interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee to enroll in LEA's subsequent arrest notification service as required by California Penal Code section 11105.2.

No employees, volunteers, or subcontractors of CONTRACTOR who have been convicted of a violent or serious felony, as those terms are defined in California Education Code Section 44237 subdivision (h) shall interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee, unless despite the employee's, volunteer's, or subcontractor's conviction of a violent or serious felony, they have met the criteria to be eligible for employment pursuant to California Education Code section 44237 subdivisions (i) or (j). CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not interact with LEA students unless and until CDOJ and DBI clearances are ascertained through LEA's Live Scan system.

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, it's state's DOJ, and FBI clearance are ascertained. 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). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. 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 CONTRACTOR. 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).)

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code §56366.1(a)(5)) CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

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 comply with the requirements of Section 44 (Clearance Requirements) and provide LEA with verified dates of 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.

CONTRACTOR'S 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 CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

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 for LEA 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, 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 Blood-Borne 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.

See also the Health and Safety Addendum to Master Contract 2023-2024 in Exhibit C.

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 of California 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 49422 *et seq.* when CONTRACTOR serves a LEA student who 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 storing medications in a secure location and 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 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 LEA'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's Legal Compliance Department ("Legal Compliance") of the report. 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 as specified by LEA Procedures, as well as provide all such records requested by LEA concerning the same. 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 of California 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 of residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15 of this 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 or submit to LEA written documentation demonstrating that the basis or bases cited by LEA for withholding payment is unfounded. 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: Pursuant to the provisions of Education Code section 56366(c)(2), the LEA or CONTRACTOR may appeal to the Sacramento County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract to negotiate the contract. Within thirty (30) days of receipt of this appeal, the Sacramento County Superintendent of Schools or a designee, shall mediate the formulation of a contract, which shall be binding on both parties. Alternatively, the parties may agree to retain the services of a mutually agreed upon mediator to negotiate the contract.. Both parties agree to pay for their own costs and expenses arising out of any such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

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. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL (NPS) 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 (NPS) 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.

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 (NPA) 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 (NPA) 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.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

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 remains open, if allowed, during an emergency for the reasons set forth in Education Code section 41422 and serves LEA students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether LEA is open or closed.
- b. If CONTRACTOR is closed during an emergency for the reasons set forth in Education Code section 41422, if 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 during an emergency for the reasons set forth in Education Code section 41422, on 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 days the student is not in attendance due to CONTRACTOR'S NPS closure.

- d. CONTRACTOR shall, in the case of school closures during an emergency for the reasons set forth in 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 students. CONTRACTOR shall ensure its 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.
- e. In the event of CONTRACTOR'S closure during an emergency, 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.

When the emergency school closure 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.

61. 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 Section 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.

62. 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 set forth in paragraph 23, above, and 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.

63. 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) CONTRACTOR and any of its shareholders, partners, or executive officers 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.

EXHIBIT A: 2023-2024 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Point Quest Education CV

The CONTRACTOR CDS NUMBER: 39-68585-6154561

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:14

Maximum Contract Amount:

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: \$232.00

- 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>\$41.00</u>	<u>Hour</u>
<u>Language and Speech (415)</u>	<u></u>	<u>Hour</u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services (436)</u>	<u></u>	<u></u>
<u>Assistive Technology Services (445)</u>	<u></u>	<u></u>
<u>Occupational Therapy (450)</u>	<u>\$125.00</u> <u>\$105 Consultation</u>	<u>Hour</u>
<u>Physical Therapy (460)</u>	<u></u>	<u></u>
<u>Individual Counseling (510)</u>	<u>Included</u>	<u></u>
<u>Counseling and Guidance (515)</u>	<u>Included</u>	<u></u>
<u>Parent Counseling (520)</u>	<u></u>	<u></u>
<u>Social Work Services (525)</u>	<u></u>	<u></u>
<u>Psychological Services (530)</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535)</u>	<u></u>	<u></u>
<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>

Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Transportation	\$81.00	Day
Other (900)		

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2023

Attachments: _____

From: Gabino Perez, Walnut Grove Elementary School Principal

Item Number: 10.6

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

SUBJECT:

Request to Approve the Walnut Grove Elementary School 6th Grade Students to Attend Sly Park's Science Camp May 13 – May 17, 2024. Date subject to change due to weather, health emergencies, etc.

BACKGROUND:

Sly Park is offering its 5 days 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 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 \$6,000. The 6th grade is in the process of raising 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 for the 2023-24 school year.

Time allocated: 3 minutes

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2023

Attachments: _____

From: Jennie Gornto, Principal

Item Number: 10.7

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

SUBJECT:

Request to Approve the Fundraising Events for D.H. White Elementary School, Proceeds to benefit the March 11-15, 2024 6th Grade Science Camp Fieldtrip to Sly Park

BACKGROUND:

D. H. White Elementary School would like these fundraisers to be added to our previously approved fundraiser list For D.H. White Elementary School for the 2023-2024 school year. We are considering these fundraisers for our 6th grade Science camp fees. The overnight fieldtrip is scheduled for March 11-15, 2024.

STATUS:

Fundraisers that D.H. While would like approved are the Selling of Frozen Pies, holding a Paint Night, Flower Sales, and a Sausage Feed

PRESENTER:

Jennie Gornto, Principal DH White Elementary

OTHER PEOPLE WHO MIGHT BE PRESENT:

N/A

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

That the Board move to approves the Fundraising events for DH White Elementary School to benefit the 6th grade science camp to Sly Park.

Time allocated: 2 minutes

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2023

Attachments: 1

From: Tammy Busch, Asst. Superintendent of Business Services Item Number: 10.8

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

SUBJECT:

Request to Approve for Services by Delta Tree Services to Provide Multiple Tree Trimming Services at Bates Elementary School and District Property in Courtland

BACKGROUND:

The trees around Bates Elementary and the Auditorium are old and too big for the Operations team. Due to the high winds and storms, we have had in the past year two big tree branches from different trees have fallen causing damage and long hours of work to clean all debris.

Delta Tree Services completed a site walk to determine what trees needed trimming. Trimming these trees will prevent more branches from breaking and falling. Delta Tree Service will remove all debris after trees have been trimmed.

STATUS:

The Purchase Order has been created and we are currently waiting to get a date scheduled for Delta Tree Services to come. This will be multiple days of work.

PRESENTER:

Tammy Busch, Assistant Superintendent of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

Ken Gaston, Director of Maintenance, Operations and Transportation

COST AND FUNDING SOURCES:

The cost for the tree trimming will come from Maintenance & Operations Funds.

RECOMMENDATION:

That the Board Approves the services by Delta Tree Service to perform need trimming at Bates Elementary School and District Property in Courtland.

Time allocated: 3 minutes

Delta Tree Service

Residential & Commercial
 Jorge Martinez | Co-Owner
 Juan Diaz | Co-Owner
servicedeltatree@gmail.com

5673 Geary Dr
 Sacramento, CA 95823
 (916) 775-1074
 (916) 969-0468

ESTIMATE

INVOICE

PROPERTY LOCATION

Name: Ken Gaston
Address: 180 Primasing Ave
City, State, Zip: Courtland, CA 95615
Email: kgaston@rdusd.org
Phone Number: (707) 430-1334

DESCRIPTION OF WORK	AMOUNT
<input checked="" type="checkbox"/> Tree trimming Multiple days	\$12,000
<input type="checkbox"/> Tree topping	\$
<input type="checkbox"/> Tree reduction	\$
<input type="checkbox"/> Tree removal	\$
<input type="checkbox"/> Tree removal w/ stump grinding (" below grade)	\$
<input type="checkbox"/> Stump grinding (" below grade)	\$
<input type="checkbox"/> Root removal	\$
<input type="checkbox"/> Other	\$
TOTAL	\$12,000

<input type="checkbox"/> Leave firewood at place (in '-sized pieces)
<input type="checkbox"/> Haul firewood
<input type="checkbox"/> Leave wood chips from stump grinding or other work at place
<input type="checkbox"/> Haul wood chips from stump grinding or other work
<input checked="" type="checkbox"/> Removal ALL debris (firewood, wood chips, etc.)

- Stump grinding is done 6-8" below the ground surface. Delta Tree Service is not responsible for any damage to sprinklers, water pipes, or any electrical/surface connections.
- All charges 30 days past due are subject to a charge of 2%/month.
- We accept the following methods of payment: check (payable to: Delta Tree Service, 5673 Geary Dr, Sacramento, CA 95823) or cash.
- At this time, we do not accept credit cards or forms of electronic payment.

DATE OF ESTIMATE/COMPLETION: 10/10/23

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2023

Attachments: 3

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

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

SUBJECT:

Request Approval for Pacific SouthWest to Replace the Irrigation Pump and VFD at D. H. White Elementary School at a cost of \$10,589.75, Maintenance and Operation Funds

BACKGROUND:

The current irrigation pump is 25 years old and needs to be replaced. There is not enough pressure to water the school's field.

STATUS:

Pacific SouthWest Irrigation created a quote for the new pump and electrical materials to include the new pump, VFD with Transducer, associated conduit, conduit fittings, nuts, bolts, electrical connector, as well as installation labor which includes removal of existing pump, installing new VFD and connecting it to the existing pump panel, programming the VFD and setting the new pump and connecting it to the existing piping. Quote has been approved and Purchase Order has been created, currently waiting on materials to be order.

PRESENTER:

Tammy Busch, Assistant Superintendent of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

Ken Gaston, Director of Maintenance, Operations and Transportation

COST AND FUNDING SOURCES:

The funding for the replacement of Irrigation pump and VFD will be coming from the Maintenance Funds.

RECOMMENDATION:

That the Board approves the proposal and work for the replacement of the irrigation pump and VFD at D.H. White Elementary School.

Time allocated: 3 minutes



8372 S. Jack Tone Rd
Stockton, CA 95215

Wednesday, October 18, 2023

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

Confirmation of Services Requested

Thank you for your order,

Received from Sales Representative: Hunter Kett 707-953-4447

Contact: John Preston 707-330-0383

Date Received: 10/18/2023

Description of service: 90549Q P&E D. H. Elementary Pump and VFD

Location: 500 Elm Way, Rio Vista, CA

Please review the attached copy of the quote and system drawings you approved for this project.

Contact us if you wish to make any changes to the originally quoted project.

Thank you,

Operations Department
sortiz@pacsouthwestirr.com
dolmos@pacsouthwestirr.com
Office: 209-460-0450

Pacific SouthWest Irrigation
Office: 209-460-0450
Fax: 209-982-1832
www.pacsouthwestirr.com
Stockton-Dixon-Ballico-Crows Landing



DEPOSIT INVOICE

DEPOSIT # D1894
DATE: 10/19/23

*Ballico - Crows Landing - Dixon -
Stockton - Holt*

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

Dear John,

This is your deposit request for Job/Map #90549Q P&E – D.H. Elementary Pump & VFD – Elm Way, Rio Vista

SALESPERSON	JOB NUMBER	TERMS
HK	90549Q P&E	Due on receipt

DESCRIPTION	TOTAL
40% Deposit on acceptance of quote	\$ 4,100.00
Please remit payment to:	
Pacific Southwest Irrigation	
8372 S. Jack Tone Rd.	
Stockton, CA 95215	
(209) 460-0450	
	SUBTOTAL
	SALES TAX
	TOTAL DUE \$ 4,100.00

If you have any questions concerning this invoice contact Rochelle Sousa or Shawna Buckley
rsousa@pacsouthwestirr.com
sbuckley@pacsouthwestirr.com

Thank you for your business!



Quote # 90549

Date: 10/10/2023

Sales Rep: HK

Terms: COD

Account Name: Cash Customer - Dixon

Job Location:

Project # 90549Q

Acres: N/A

Crop Type: N/A

Irrigation System: Pump and VFD


Spacing/Tree Count: N/A



Description	Total
Quote for River Delta Unified School District - Pump and VFD for D.H. White Elementary ** Existing service is 208V, 3 Phase power. ** ** Quote expires on 10/18/23. **	
Pump and Electrical Materials to Include: - (1) 5HP Berkeley Centrifugal Pump - (1) 5HP Pentek VFD with Transducer - Associated conduit, conduit fittings, nuts, bolts, electrical connectors, etc.	7,278.00T
Installation Labor to Include: - Removal of the existing pump. - Installing new VFD and connecting it to the existing pump panel. - Programming the VFD. - Setting the new pump and connecting it to the existing piping.	2,775.00
Payment Terms: 40% On Acceptance of Quote 40% On Delivery of Materials 20% On Completion of Project The use of a credit card is subject to a 3% fee.	
1. See reverse side for terms and conditions. 2. PSWI not responsible for extra charges incurred due to lack of power from utility company (ie. generator rental, manual irrigation). 3. Account application required for any transaction.	

Please Visit Our Other Locations	BALLICO	CROWS LANDING	DIXON	HOLT	STOCKTON
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Read Terms & Conditions	Subtotal	\$10,053.00
	Sales Tax (7.375%)	\$536.75
	Total	\$10,589.75

Signature: 

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2023

Attachments: _____

From: Tammy Busch, Asst. Superintendent of Business Services Item Number: 10.10

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

SUBJECT:

Donations to Receive and Acknowledge:

Riverview Middle School

Lira's Supermarket – Miscellaneous snacks approx. value \$80
Debra Epner – Paper and Art Supplies

Isleton Elementary School – 6th Grade Sly Park Science Camp

Ramos Oil - \$510
Manny's Barzzeria - \$510
Isleton Elementary School PTA - \$1,000
Lira's Supermarket - \$255
F & M Bank – \$1,020
Gornto Ditching - \$255

Isleton Elementary School

Anonymous - Pumpkins for all Students

D.H. White Elementary School – 6th Grade Sly Park Science Camp

Jim McPherson - \$255
Anonymous - \$3,850
Mayhood Ranches - \$1,020
Patricia & Joseph Huyssoon - \$255
Montezuma Fire Department - \$1,020
Rotary International of Rio Vista - \$510

BACKGROUND:

According to Board Policy 3290, the Board may accept any gift, grant or bequest of money, property, or service to the District and before acceptance shall carefully consider any conditions or restrictions.

STATUS:

Donations are listed for Board acceptance.

PRESENTER:

Tammy Busch, Asst. Superintendent of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board acknowledge and approve the receipt of these donations

Time allocated: 3 minutes

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2023

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 11

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

SUBJECT:

Request to set and approve the scheduling of the Annual Organizational Meeting of the Board of Trustees of the River Delta Unified School District for Tuesday, December 12, 2023 with the Open Session Beginning at 6:30 p.m. at the Rio Vista High School Theater

BACKGROUND:

Under the provisions of Education Code section 35143, the governing board is required to set an annual Organizational Meeting "within a 15-day period that commences with the date upon which a governing board member elected at that election takes office. Organizational Meetings, in years in which no such regular election for governing board members is conducted, shall be held during the same 15-day period on the calendar." (Board members are seated the *second Friday* of December following the November election [Education Code § 5017])

STATUS:

The 15-day period for 2023 is: December 1-20, 2023. Currently, the District's December meeting is scheduled for Tuesday, December 12, 2023, Rio Vista High School Theater, 6:30 p.m.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

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

RECOMMENDATION:

That the Board set and approve the scheduling of the Annual Organizational Meeting of the Board of Trustees of the River Delta Unified School District for Tuesday, December 12, 2023 with the General Open Session beginning at 6:30 p.m. at the Rio Vista High School Theater.

Time allocated: 3 minutes



Sacramento County Office of Education

10474 Mather Boulevard
P.O. Box 269003
Sacramento, CA 95826-9003
(916) 228-2500 • www.scoe.net

Memorandum

TO: District Superintendents
FROM: David W. Gordon, County Superintendent *Dave*
DATE: October 13, 2023

SUBJECT: ANNUAL ORGANIZATIONAL MEETING FOR GOVERNING BOARDS

Under the provisions of Education Code section 35143, your governing board is required to set an annual organizational meeting in years in which no regular election for governing board members is conducted “on any date in December, but no later than December 20.”¹

**The period for your 2023 annual
organizational meeting is:
December 1-20**

The day and time of your annual organizational meeting are to be selected by your governing board at its last regular meeting held *immediately before the organizational meeting*, and the County Superintendent of Schools shall be notified of the day and time selected.

Following your regular meeting at which you set your annual organizational meeting, please complete and return the enclosed form, notifying us of the date and time of your organizational meeting.

NOTE: Education Code section 35143 requires the County Superintendent of Schools to designate the date and time for the annual organizational meeting if your Board fails to do so. Therefore, it is important that we receive this form no later than **5:00 p.m. on December 1, 2023. If necessary, please send the form to us via fax at **916.228.2403**.**

After your organizational meeting has been held, please have the enclosed “Certificate of Election of Board President, Clerk, and Board Representative” (**yellow form**) completed, signed, and forwarded to this office. If you have any questions, please call Wende Watson at 916.228.2410.

Enclosures

¹ The time period for holding an annual organizational meeting is determined based on whether a regular election is conducted. Districts conducting a special election in November should schedule their annual organizational meeting between December 8-20 because newly elected board members are seated the *second Friday* of December following the November election. (Ed. Code, § 5017.)

SCHEDULING OF ANNUAL ORGANIZATIONAL MEETING

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

FROM: _____ District

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

Date: _____

Time: _____

Place: _____

This action was taken during the last regular meeting *immediately preceding* the annual organizational meeting.

I hereby certify that all members and members-elect will be notified in within 15 days before the annual organizational meeting of the date and time selected for the meeting.

Signed: _____

Title: _____

Date: _____

PLEASE NOTE: If this form is not received by the County Superintendent of Schools by **5:00 p.m. on December 1, 2023**, the County Superintendent shall set the date and time of the annual organizational meeting as required by Education Code § 35143.

[Cal Ed Code § 35143](#)

Deering's California Codes are current through the 2023 Extra Session Ch 1, 2023 Regular Session Ch. 261.

Deering's California Codes Annotated > EDUCATION CODE (Titles 1 — 3) > Title 2 Elementary and Secondary Education (Divs. 1 — 4) > Division 3 Local Administration (Pts. 21 — 25) > Part 21 Local Educational Agencies (Chs. 1 — 5) > Chapter 2 Governing Boards (Arts. 1 — 16) > Article 3 Meetings (§§ 35140 — 35149)

§ 35143. Annual organizational meetings

(a) The governing board of each school district shall hold an annual organizational meeting. In a year in which a regular election for governing board members is conducted, the meeting shall be held on a day within a 15-day period that commences with the second Friday in December following the regular election. Organizational meetings in years in which no such regular election for governing board members is conducted shall be held on any date in December, but no later than December 20. Unless otherwise provided by rule of the governing board, the day and time of the annual meeting shall be selected, in a year in which a regular election for governing board members is conducted, by the board at its regular meeting held immediately before the first day of such 15-day period, or in a year in which no such regular election for governing board members is conducted, by the board at its last regular meeting held immediately before the organizational meeting. The board shall notify the county superintendent of schools of the day and time selected. The clerk of the board shall, within 15 days before the date of the annual meeting, notify in writing all members and members-elect of the date and time selected for the meeting.

(b) If the board fails to select a day and time for the meeting, the county superintendent of schools having jurisdiction over the district shall, before the first day of such 15-day period and after the regular meeting of the board held immediately before the first day of such 15-day period, designate the day and time of the annual meeting. The day designated shall be within the 15-day period. The county superintendent of schools shall notify in writing all members and members-elect of the date and time.

(c) At the annual meeting the governing board of each high school district, union high school district, and joint union high school district shall organize by electing a president from its members and a clerk.

(d) At the annual meeting each city board of education shall organize by electing a president from its members.

(e) At the annual meeting the governing board of each other type of school district, except a community college district, shall elect one of its members clerk of the district.

(f) As an alternative to the procedures set forth in this section, a city board of education whose members are elected in accordance with a city charter for terms of office commencing in December, may hold its annual organizational meeting required in this section between December 15 and January 14, inclusive, as provided in rules and regulations that shall be adopted by such board. At the annual meeting the city board of education shall organize by electing a president and vice president from its members who shall serve in such office during the period January 15 next to the following January 14, unless removed from such office by majority vote of all members of the city board of education.

History

Enacted Stats 1976 ch 1010 § 2, operative April 30, 1977. Amended [Stats 2021 ch 666 § 24 \(AB 486\)](#), effective January 1, 2022.

Deering's California Codes Annotated

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BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 12, 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 September 2023 and Special Revisions as of October 2023

BACKGROUND:

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

STATUS:

Attached are Board Policies, Administrative Regulations and Exhibits which have been affected by changes in law effective prior to September 2023 and special revisions as of October 2023.

These Board Policies, Administrative Regulations and Exhibits will be submitted for a second and final reading and approval at the December 12, 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 September 2023 and the special revisions as of October 2023.

Time allocated: 3 minutes

CSBA POLICY GUIDE SHEET

September 2023

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 1160 – Political Processes

Policy updated to reflect **NEW LAW (AB 1416, 2022)** which requires the ballot label or similar description of a school district (or other local government) measure on a county ballot to list, either as a supporter or an opponent of the measure, the associations, nonprofit organizations, businesses, or individuals, including current or former elected officials such as Governing Board members, who have signed the ballot argument or are listed in the text of the argument in support or opposition of the measure unless the county board of supervisors elects not to list such supporters and opponents.

Board Policy 1330 – Use of School Facilities

Policy updated to caution districts when charging religious groups direct costs for use of district facilities when those costs are not charged to other groups due to the potential conflict between a U.S. Supreme Court decision and state law. Policy also updated to add that the Governing Board may authorize the use of a school building as a vote center on election day and/or during the 10 days preceding election day, as well as during key dates necessary for drop-off, set-up, and pickup of election materials, as determined by the election official.

Administrative Regulation 1330 – Use of School Facilities

Regulation updated to encourage districts to create a facilities use application and agreement for the use of school facilities and grounds by any entity other than the district, add that anyone applying to use school facilities do so as specified in district procedures and in accordance with law, and reflect **NEW LAW (AB 2028, 2022)** which authorizes the Governing Board to allow district facilities to be used by local law enforcement, public agencies, nonprofit associations, or organizations for bicycle, scooter, electric bicycle, motorized bicycle, or motorized scooter safety instruction for district students.

Delete - Exhibit(1) 1330 – Use of School Facilities

Exhibit deleted as unnecessary with relevant material included in administrative regulation 1330 – Use of School Facilities.

Administrative Regulation 3311 - Bids

Regulation updated to reference the bid limit for 2023, add that for lease-leaseback, design-build, and alternative design-build projects the notice which solicits the call for bids is required to specify that the project is subject to skilled and trained workforce requirements, and reflect **NEW LAW (AB 185, 2022)** which adds, until January 1, 2029, the alternative design-build construction delivery method for projects in excess of \$5,000,000. Regulation also updated to reflect the State Allocation Board's (SAB) notification to districts which provides that modular school facilities must be competitively bid and that districts that use piggyback contracts for modular facilities are ineligible for state funding from SAC administered programs.

Administrative Regulation 3311.3 – Design-Build Contracts

Regulation updated to add that, until January 1, 2025, design-build contracts may be entered into and approved by the Governing Board. Regulation also updated to reflect **NEW LAW (AB 185, 2022)** which (1) adds, until January 1, 2029, the alternative design-build construction delivery method for projects in excess of \$5,000,000, (2) specifies that alternative design-build contracts may be awarded to the low bid or the best value, taking into consideration, at a minimum, design cost, general conditions, overhead, and profit as a component of the project price, technical design and construction expertise, and life-cycle costs, (3) provides that the district's determination of price shall be based on the open book evaluation of construction subcontracts, (4) includes that the contract may be subject to further negotiations or amendment and may be terminated by the district if the district and the design-build entity are unable to reach an agreement, and (5) requires an alternative design-build proposal for an alternative design-build project to include (a) design cost,

general conditions, overhead, and profit as a component of the project price, unless a stipulated sum for the project is specified, (b) technical design and construction expertise, and (c) life-cycle costs over 15 or more years.

Board Policy 3312 - Contracts

Policy updated to reflect **NEW LAW (SB 1439, 2022)** related to conflict of interest from campaign contributions and **NEW LAW (SB 34, 2022)** related to bribery of a public official, and include a general statement requiring Governing Board members and district employees who are involved in the making of contracts on behalf of the district to comply with the district's conflict of interest policy.

Board Policy 3460 – Financial Reports and Accountability

Policy updated to add material related to districts facing insolvency who are considering applying for an emergency apportionment, including that the Governing Board is required to discuss the need for an emergency apportionment at a regular or special meeting at which parents/guardians, the exclusive representatives of employees of the district, and other members of the community have the opportunity to provide testimony.

Board Policy 3551 – Food Service Operations/Cafeteria Fund

Policy updated to reflect **NEW LAW (SB 490, 2022)** which requires districts participating in the National School Lunch and/or Breakfast Program, with annual reimbursement of \$1,000,000 or more, to (1) specify in the solicitation for bids and contracts for an agricultural food product that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless a specific exception applies, including if the quality of the domestic product is inferior to the quality of the nondomestic product or if the bid or price of the nondomestic product is more than 25 percent lower than the bid or price of the domestic product, and (2) retain documentation justifying the use of the exception for three years from the date of purchase. Policy also updated to reflect **NEW LAW (AB 778, 2022)** which requires a district to accept a bid or price for an agricultural food product grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, when certain conditions are met.

Administrative Regulation 3551 – Food Service Operations/Cafeteria Fund

Regulation updated to include the requirement for a district with an on-site food facility to arrange to recover the maximum amount of edible food that would otherwise be disposed of and donate it to a local food recovery organization, and maintain records related to edible food recovery including a list of each food recovery service or organization that collects or receives the district's edible food, contact information for the service or organization, the types of food, frequency, and quantity that will be collected or hauled by the district, and a copy of contracts or written agreements between the district and food recovery services or organizations. Regulation also updated to reflect California Department of Education Nutrition Services Division Management Bulletin SNP-04-2022 which raises the excess net cash resources limitation to six months' average expenditures.

Board Policy 4151/4251/4351 – Employee Compensation

Policy updated to add that for districts participating in the Classified School Employee Summer Assistance Program, eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and paid out during the summer recess in either one or two payments, and reflect **NEW LAW (AB 185, 2022)** which adds specific repayment procedures when a district has made a wage overpayment to a district employee.

Administrative Regulation 4217.3 – Layoff/Rehire

Regulation updated to reflect **NEW LAW (SB 913, 2022)** which provides that for districts with an average daily attendance of less than 250,000, the definition of "length of service" for the purpose of the order of layoff and determination of seniority is the employees' hours in paid status. Regulation also updated to reflect **NEW LAW (AB 185, 2022)** which authorizes a classified employee to be represented by an attorney or nonattorney representative of the exclusive representative of the district's classified employees at a hearing requested by an employee as part of layoff proceedings.

Board Policy 5131.9 – Academic Honesty

Policy updated to address prohibited and permitted student use of technology, including artificial intelligence, as it relates to academic honesty. Policy also updated to include that a student with a disability be permitted to use technology for any purpose for which technology is identified in the student's individualized education program, that a student be given the opportunity to demonstrate that the use of technology was in accordance with policy when suspected by an employee that such use was in violation of academic honesty, and that any information acquired from an employee's use of technology in determining whether a student has committed an act of academic dishonesty be shared with the student and the student's parent/guardian, as appropriate. Additionally, policy updated to authorize the provision of staff training regarding the use of technology to improve education, including the detection of plagiarism and sensitivity to potential discrimination from algorithmic bias.

Board Policy 6154 – Homework/Makeup Work

Policy updated to add that meaningful homework can provide enrichment, address student use of technology, including artificial intelligence, as it relates to homework and makeup work, provide that teacher training may include designing homework assignments that inspire students' interests, include that students may work with other students and use approved outside resources as directed by the teacher, and move material related to notifying the student's parents/guardians when a student repeatedly fails to complete homework so that it follows chronologically.

Board Policy 6162.5 – Student Assessment

Policy updated to reflect that prohibited and permitted student use of technology, including artificial intelligence, in relation to assessment, be as specified in Board Policy 5131.9 – Academic Honesty and Board Policy 6163.4 – Student Use of Technology, reference **NEW LAW (AB 114, 2023)** which includes long term English learners as a numerically significant student subgroup for purposes of demonstrating comparable improvement in academic achievement by all numerically significant subgroups, include that state interim and formative assessments may be used to communicate with students' parents/guardians and for use in identifying professional development, and that results of an individual student on the California Assessment of Student Performance and Progress may be released to a postsecondary educational institution for the purpose of credit, placement, or admission.

Administrative Regulation 7140 – Architectural and Engineering Services

Regulation updated to more closely align with law and to reflect **NEW LAW (AB 185, 2022)** which enables a district to enter into an alternative design-build contract with a single entity for both design and construction of any school facility if the contract is in excess of \$5,000,000.

Board Bylaw 9124 – Attorney

Bylaw updated to revise the first philosophical paragraph to recognize the need to provide legal representation to the district and the importance of cost-effective legal advice and services, clarify that the Governing Board may appoint and fix and order paid legal counsel's compensation, expand the types of entities that the Board may contract with to serve as legal counsel, and reflect that the Board supports pursuing collaborative legal efforts with other districts as well as other government agencies as appropriate. Bylaw also updated to clarify that districts may, but are not required, to initiate a Request for Proposals to advertise and solicit proposals for legal services, and that districts may consider the attorney's, firm's, and/or entity's relevant legal reputation when evaluating such attorneys, firms, and/or entities. Additionally, bylaw updated to reflect that any attorney representing the district is required to be admitted to practice law in California.

Policy 1160: Political Processes

Status: ADOPTED

Original Adopted Date: 02/01/1996 | **Last Revised Date:** 03/09/01/2011/2023 | **Last Reviewed Date:** 03/09/01/2011/2023

CSBA NOTE: The following optional policy addresses political activities conducted by members of the Governing Board or district staff acting on behalf of the district. It does not apply to individuals acting as private citizens on their own time and at their own expense. When acting as private citizens, individuals have broad rights under the First Amendment to engage in political activities, including taking positions on electoral measures and candidates and establishing and participating in political action committees.

Education Code 7055 authorizes the district to establish reasonable regulations related to employees engaging in political activity. See BP/AR 4119.25/4219.25/4319.25 - Political Activities of Employees for language implementing this statute as well as language regarding activities by employee organizations.

The Governing Board has a responsibility to actively advocate fiscal and public policy that supports the district's schools and the children in the community. The Board shall be proactive in defining the district's advocacy agenda based on the district's vision and goals and the needs of the district and community. The Board's advocacy efforts shall be conducted in accordance with legal requirements.

Ballot Measures/Candidates

No district funds, services, supplies, or equipment shall be used to urge the support or defeat of any ballot measure or candidate, including any candidate for election to the Board. (Education Code 7054)

CSBA NOTE: Whether an activity is an appropriate use of public funds or an impermissible campaign activity is a complicated analysis. In *Vargas v. City of Salinas*, the California Supreme Court created three categories of activities: (1) permissible informational activities, such as resolutions and providing objective analysis; (2) impermissible campaign activities, such as producing or distributing literature that urges a voter to act a certain way; or (3) unclear activities which do not fall into either group and must be analyzed looking at the "style, tenor, and timing" of the activity. The following two paragraphs reflect the court's analysis of permissible activities. ~~District~~ [CSBA's District and County Office of Education Legal Services or district](#) legal counsel should be consulted when there is a question as to whether an activity is permissible.

The Board may discuss and study the potential effect of proposed or qualified ballot measures on the district's schools at an open and agendaized Board meeting. The Board's discussion of the effect of such measures shall include an opportunity for staff and members of the public to speak on all sides of the issue. At that meeting, the Board may adopt a position or resolution in support of or in opposition to a ballot measure. The language in any resolution adopted by the Board shall not urge the public to take any action regarding the measure.

The Board's position on a ballot measure, including any resolution, shall be publicized only through normal district procedures and consistent with regular district practice for reporting Board actions. Such publicity shall be for informational purposes and shall not attempt to influence voters.

CSBA NOTE: Elections Code 9170, as added by AB 1416 (Ch. 751, Statutes of 2022), requires the ballot label or similar description of a school district measure, or other local government measure, on a county ballot to list, either as a supporter or an opponent of the measure, the associations, nonprofit organizations, businesses, or individuals, including current or former elected officials such as board members, who have signed the ballot argument or are listed in the text of the argument for or against the measure, unless the county board of supervisors elects not to list such supporters and opponents.

Individual School Board members may include their name in support of or opposition to a county, city, district, or school measure on a county ballot in accordance with Elections Code 9170.

CSBA NOTE: When it is unclear whether a campaign activity is permissible, the court will analyze the activity based on its "style, tenor and timing" to determine whether it involves an appropriate expenditure of public funds. Examples of things that a court might look for include how the material was distributed (i.e., special edition or regular publication), the language used in the publication (i.e., inflammatory or informational), and whether the distribution was consistent with regular district practice (i.e., regular circulation or special mailing). Districts should be cautious and ensure that any such informational material is an appropriate use of district funds.

The Superintendent or designee may use district resources to provide students, parents/guardians, and community members with fair and impartial information related to ballot measures, including information about the impact of ballot measures on the district. (Education Code 7054)

In preparing or distributing such informational material, the Superintendent or designee shall analyze the material to help ensure that it is an appropriate informational activity, provides a fair analysis of the issues, and does not advocate passage or defeat of a measure or candidate.

CSBA NOTE: In *Vargas v. City of Salinas*, the court offered examples of activities which would be impermissible campaign activities, as reflected in the following paragraph. In addition, 2 CCR 18901.1 prohibits the use of public funds for a newsletter or "mass mailing" which expressly advocates the election or defeat of a ballot measure or candidate or, when taken in context, urges a particular result. Because violation of this regulation could result in enforcement action by the Fair Political Practices Commission (FPPC), districts should proceed with caution and consult with CSBA's District and County Office of Education Legal Services or district legal counsel, as appropriate.

District resources, including email or computer systems, shall not be used to disseminate campaign literature. In addition, district resources shall not be used to purchase advertisements, bumper stickers, posters, or similar promotional items that advocate an election result or urge voters to take any action in support of or in opposition to a measure.

CSBA NOTE: Both the courts (*Santa Barbara County Coalition Against Automobile Subsidies v. Santa Barbara County Association of Governments*) and the Attorney General (88 Ops.Cal.Atty.Gen. 46 (2005)) have provided guidance as to the appropriate use of district funds when the district is preparing to submit a bond proposal to the voters for approval. The key distinction is whether the action is taken before or after the measure has been placed on the ballot and whether the activity is directed at swaying voters. Permissible expenditures include researching the need for the measure, formulating and drafting the proposal, and conducting polling and focus groups to assess the feasibility of the measure. Impermissible activities include recruiting and organizing supporters

for a campaign, raising funds for the campaign, or hiring a consultant to develop a strategy for building support for the measure.

Political activity related to district bond measures shall, in addition to the above, be subject to the following conditions:

1. The Superintendent or designee may research, draft, and prepare a district bond measure or other initiative for the ballot, but shall not use district resources to influence voters or otherwise campaign for the measure.
2. Upon request, Board members and district administrators may appear at any time before a citizens' group to explain why the Board called for an election on a bond measure and to answer questions. (Education Code 7054.1)

If the presentation occurs during working hours, the employee representing the district shall not urge a citizens' group to vote for or against the bond measure.

3. The Board or any individual Board member may file a written argument for the ballot that is either for or against any school measure. (Elections Code 9501)

Legislation

CSBA NOTE: Pursuant to Government Code 53060.5, the district may engage in legislative activities and lobbying, either directly or through a representative, and the cost of this activity is an appropriate use of district funds. Lobbying activities are regulated by the FPPC (2 CCR 18600-18640) and governed by the Political Reform Act (Government Code 81000-91015).

The Board's responsibility as an advocate for the district may include lobbying and outreach at the state, national, and local levels. The Board and Superintendent or designee shall work to establish and maintain ongoing relationships with elected officials, community leaders, and the media in order to communicate district positions and concerns.

The Board and Superintendent shall develop an advocacy action plan to define expectations and responsibilities. This plan may include, but is not limited to, legislative priorities, strategies for outreach to the media and community, development of key messages and talking points, and adoption of positions on specific legislation, regulations, or budget proposals.

In order to strengthen legislative advocacy efforts, the district may work with organizations and coalitions and may join associations whose representatives lobby on behalf of their members in accordance with Government Code 53060.5.

CSBA NOTE: Although the district has the authority to lobby the legislature, it cannot use district resources to urge the public to lobby the legislature on its behalf. In *Miller v. Miller* the court concluded that urging the public was impermissible election campaigning because the activity was directed to the public and not the legislature.

The district may provide fair and impartial information about legislative issues affecting schools and children and shall inform the community about its advocacy activities. However, informational materials about legislation shall not urge the public to lobby the legislature, Governor, or state agencies on behalf of the district.

CSBA NOTE: An appellate court held in *League of Women Voters v. Countywide Criminal Justice Coordination Committee* that the drafting of legislative proposals was a permissible use of public funds since it was more similar to the exercise of a local agency's governing authority than a campaign activity.

As necessary, the Board may direct the Superintendent or designee to draft legislative or regulatory proposals which serve the district's interests.

Legal Advocacy

CSBA NOTE: When an issue requires resolution in the courts rather than through legislation, it is permissible for districts to use public funds to initiate or participate in legal advocacy. Toward these ends, districts may choose to join with other districts in a group, such as CSBA's Education Legal Alliance which funds and supports litigation in cases of statewide significance to its members.

The Board recognizes that some issues are more appropriately addressed judicially rather than legislatively. When a legal issue is likely to set a state or national precedent, the district may join with other districts or parties in order to resolve the issue through litigation or other appropriate means.

Political Forums

Forums on political issues may be held in district facilities as long as the forum is made available to all sides of the issue on an equitable basis. (Education Code 7058)

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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
2 CCR 18600-18640	Lobbyists
2 CCR 18901.1	Campaign related mailings sent at public expense
Ed. Code 35160	Authority of governing boards
Ed. Code 35172	Promotional activities
Ed. Code 7050-7058	Political activities of school officers and employees
Ed. Code 7054	Use of district property
Ed. Code 7054.1	Requested appearance
Ed. Code 7056	Soliciting or receiving political funds
<u>Elec. Code 9170</u>	<u>Ballot label; support and opposition listings</u>
Elec. Code 9501	School district elections; arguments for or against a measure
Gov. Code 53060.5	Attendance at legislative body; expenses
Gov. Code 54953.5	Audio or video recording of proceedings
Gov. Code 54953.6	Broadcasts of proceedings
Gov. Code 81000-91014	Political Reform Act

Gov. Code 82031	Definition of independent expenditure
Gov. Code 8314	Unlawful use of state resources
Management Resources	Description
Attorney General Opinion	73 Ops.Cal.Atty.Gen. 255 (1990)
Attorney General Opinion	88 Ops.Cal.Atty.Gen. 46 (2005)
Court Decision	Choice-in-Education League et al v. Los Angeles Unified School District; (1993) 17 Cal.App.4th 415
Court Decision	League of Women Voters v. Countywide Criminal Justice Coordination Committee; (1988) 203 Cal.App.3d 529
Court Decision	Miller v. Miller; (1978) 87 Cal.App.3d 762
Court Decision	Santa Barbara County Coalition Against Automobile Subsidies v. Santa Barbara County Association of Governments; (2008) 167 Cal.App.4th 1229
Court Decision	Stanson v. Mott; (1976) 17 Cal.-3d 206
Court Decision	Vargas v. City of Salinas; (2009) 46 Cal.-4th 1
Court Decision	Yes on Measure A v. City of Lake Forest; (1997) 60 Cal.App.4th 620
CSBA Publication	Legal Guidelines for Lobbying Activity, Fact Sheet, February 2011
CSBA Publication	Legal Guidelines: -Use of Public Resources for Ballot Measures and Candidates, Fact Sheet, February 2011
Institute for Local Government Publication	Legal Issues Associated with Use of Public Resources and Ballot Measure Activities, June 2010
Website	CSBA District and County Office of Education Legal Services
Website	Institute for Local Government
Website	Fair Political Practices Commission
Website	CSBA

Cross References

Code	Description
0000	Vision
0200	Goals For The School District
1000	Concepts And Roles
1100	Communication With The Public
1112	Media Relations
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media

1325	Advertising And Promotion
1330	Use Of School Facilities
1330	Use Of School Facilities
1330-E(1)	Use Of School Facilities
1400	Relations Between Other Governmental Agencies And The Schools
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
7131	Relations With Local Agencies
7214	General Obligation Bonds
7214	General Obligation Bonds
9000	Role Of The Board
9010	Public Statements
9124	Attorney
9200	Limits Of Board Member Authority
9230	Orientation
9250	Remuneration, Reimbursement And Other Benefits
9250-E(1)	Remuneration, Reimbursement And Other Benefits
9320	Meetings And Notices
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Policy 1330: Use Of School Facilities

Status: ADOPTED

Original Adopted Date: 04/01/2013 | **Last Revised Date:** 07/09/01/20182023 | **Last Reviewed Date:** 07/09/01/20182023

CSBA NOTE: Education Code 38133 **mandates** that the Governing Board to develop rules and regulations related to the management, direction, and control of school facilities. Pursuant to Education Code 38130-38138 (the Civic Center Act), school facilities are civic centers and, under certain circumstances, members of the school community must be allowed to use them for specified purposes. In granting access for the use of school facilities to district residents and community groups, the Board must be careful to avoid discriminating against certain individuals, groups, or viewpoints and thereby violating constitutional requirements, including free speech rights. In *Good News Club v. Milford Central School*, the U.S. Supreme Court held that the school district violated the club's free speech rights when it denied the club's use of school facilities for after-school meetings because of the religious nature of the meetings.

The Governing Board believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

The Superintendent or designee shall give priority to school-related activities in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

CSBA NOTE: Pursuant to Education Code 38133, the Board is **mandated** to develop rules and regulations which must include the items specified below for the management, direction, and control of school facilities.

For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities
2. Preserve order in school facilities and on school grounds and protect school facilities, ~~designating~~ including the designation of a person to supervise this task, if necessary
3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of ~~school work~~ schoolwork

CSBA NOTE: The following paragraph is optional and may be modified to reflect district practice.

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities or grounds on those days on which district schools are closed. (Education Code 37220)

There shall be no advertising on school facilities and grounds except as ~~allowed by district policy~~ specified in ~~BP~~ Board Policy 1325 - Advertising and Promotion.

CSBA NOTE: The following optional paragraph may be modified to reflect district practice. A district may enter into an agreement with another entity for the joint use of school facilities or

grounds. For considerations to guide the development of such an agreement, see BP 1330.1 - Joint Use Agreements.

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the district and the community.

Fees

CSBA NOTE: Education Code 38134 authorizes districts to charge an amount "not exceeding to exceed" direct costs for the use of school facilities or grounds by community groups and entities. 5 CCR 14037-14041 contain specific rules adopted by the State Board of Education for determining "direct costs" to be charged for use of school facilities and grounds. See the section "Calculating Direct Costs" below. If the district chooses to charge fees, 5 CCR 14041 requires the Board to adopt a fee schedule that specifies the hourly fee to be charged by the district either for specific school facilities and grounds or for types or categories of school facilities or grounds (e.g., all gymnasiums or playgrounds).

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041. (5 CCR 14041)

CSBA NOTE: Education Code 38134 **mandates** each district that chooses to charge the community a fee for the use of school facilities to adopt a policy specifying the activities and organizations that shall be subjected to the fees.

The options below provide suggestions on how districts that choose to charge fees may categorize activities and organizations for that purpose. Option 1 is for use by districts that choose to charge an amount "not exceeding to exceed" direct costs to all community groups. Option 2 is for use by districts that choose to grant free use to nonprofit organizations and to groups organized to promote youth and school activities but charge other groups an amount "not exceeding to exceed" direct costs. Option 3 is for use by districts that grant free use to school-related organizations only.

Regardless of the option chosen, there is an exception for the use of school facilities and grounds for religious services, as noted below.

No charge to nonprofit organizations and youth and school-oriented groups)

CSBA NOTE: This option reflects the common practice among districts to allow free use of school facilities by nonprofit organizations and clubs and associations that promote youth and school activities pursuant to Education Code 38134. Districts that wish to allow free use by some groups but charge other groups should proceed cautiously and ensure that such free use or discount is granted on a reasonable and nondiscriminatory basis. It is strongly recommended that districts

consult [CSBA's District and County Office of Education Legal Services or district](#) legal counsel before deciding which groups will or will not be charged and, based upon legal counsel's advice, decide whether it would be appropriate to specifically name in the district's policy the community groups that will or will not be charged.

The Board authorizes the use of school facilities or grounds, without charge, by nonprofit organizations and by clubs or associations organized to promote youth and school activities, including, but not limited to, Girl Scouts, Boy Scouts, Camp Fire USA, YMCA, parent-teacher associations, school-community advisory councils, and recreational youth sports leagues that charge participants no more than an average of \$60 per month. Other groups that request the use of school facilities under the Civic Center Act shall be charged an amount ~~not exceeding~~ **to exceed** direct costs determined in accordance with 5 CCR 14037-14041. (Education Code 38134)

CSBA NOTE: The remainder of this section is for use by all districts regardless of the option chosen above.

Pursuant to Education Code 38134, [a district must charge "at least" direct costs](#) to any group ~~authorized to use~~ **using** school facilities for religious services ~~must be~~ **even if the district selects Option 2 or Option 3 above and does not charge other groups. However, this may conflict with the U.S. Supreme Court's ruling in Good News Club v. Milford Central School, which held that a district's refusal to let a Christian club hold after-school meetings because of its religious nature, while permitting other secular character-building clubs to meet, constituted impermissible viewpoint discrimination under the First Amendment. Due to the potential conflict between this case and state law, districts should take caution in selecting Option 2 or Option 3 above or adopting a policy that charges religious groups direct costs when those costs are not charged "at least" direct costs to other groups. Districts are advised to consult with CSBA's District and County Office of Education Legal Services or district legal counsel with questions about charging religious groups for use of district facilities.**

Additionally, when any use of school facilities or grounds is for religious services, the district shall charge an amount at least equal to the district's direct costs. (Education Code 38134)

CSBA NOTE: Education Code 38134 requires the district to charge fair rental value when facilities are used for fundraising activities which are not beneficial to youth, public school activities, or charitable purposes, under the conditions specified below. "Fair rental value" is defined as direct costs plus the amortized costs of the school facilities or grounds used for the duration of the activity.

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

Calculating Direct Costs

Direct costs to be charged for community use of each, or each type of, school facility or grounds shall be calculated in accordance with 5 CCR 14038 and may reflect the community's proportionate share of the following costs: (Education Code 38134; 5 CCR 14038-14041)

1. Capital direct costs calculated in accordance with 5 CCR 14039, including the estimated costs of maintenance, repair, restoration, and refurbishment of non-classroom space school facilities or grounds
2. Operational direct costs calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services performed by district employees and/or contracted workers, and salaries and benefits paid to district employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and grounds

CSBA NOTE: The following optional paragraph applies to districts that choose to discount direct cost fees based on the type or category of the applicant, such as to groups with tax-exempt status as authorized pursuant to 5 CCR 14041.

Direct cost fees shall not be discounted to any group or organization except when the discount is specifically authorized in the adopted fee schedule. (5 CCR 14041)

Expending Funds Collected as Capital Direct Costs

Any funds collected as capital direct costs shall be deposited into a special fund to be used only for capital maintenance, repair, restoration, and refurbishment of school facilities and grounds. (5 CCR 14042)

Use of School Facility as Polling Place

CSBA NOTE: Pursuant to Elections Code 12283, an elections official requesting the use of a school building as a polling place or vote center must include in his/~~her~~the request a list of the schools needed. Such requests must be made within sufficient time before the start of the school year so that the Board can determine and notify parents/guardians whether (1) the school will remain in session on those days, (2) the school day will be designated for staff training and development, or (3) the school will be closed to students and nonclassified employees. See BP 6111 - School Calendar.

The Board may authorize the use of school buildings as polling places ~~on any~~, or vote centers for election day, ~~and~~. The Board may also authorize the use of school buildings, without cost, for the storage of voting machines and other vote-tabulating devices. However, if a city or county elections official specifically requests the use of a school building as a polling place, or vote center on election day and/or during the 10 days preceding election day, as well as during key dates necessary for drop-off, set-up, and pick-up of election materials, as determined by the elections official, the Board shall allow its use for such purpose. If school will be in session, the Superintendent or designee shall identify to elections officials the specific areas of the school buildings not occupied by school activities that will be allowed for use as a polling place. ~~place~~ or vote center. (Elections Code 12283)

When a school is used as a polling place or vote center, the Superintendent or designee shall provide the elections official a site with an adequate amount of space that will allow the precinct board to perform its duties in a manner that will not impede, interfere, or interrupt the normal process of voting and shall make a telephone line for Internet access available for use by local elections officials if so requested. ~~He/she~~The Superintendent or designee shall make a reasonable

effort to ensure that the site is accessible to persons with disabilities. (Elections Code 12283)

The Superintendent or designee shall establish procedures to ensure student safety and minimize disruptions whenever school is in session while the facilities are being used as a polling place:
[or vote center.](#)

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Policy Reference Disclaimer:

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State	Description
5 CCR 14037-14042	Proportionate direct costs for use of school facilities and grounds
Bus. Code 25608	Alcohol on school property; use in connection with instruction
Ed. Code 10900-10914.5	Community recreation programs
Ed. Code 32280-32289.5	School safety plans
Ed. Code 37220	School holidays
Ed. Code 38130-38138	Civic Center Act; use of school property for public purposes
Ed. Code 51860	Time and facilities for bicycle and scooter safety instruction
Elec. Code 12283	Polling places; schools
Gov. Code 54950-54963	The Ralph M. Brown Act
M&V Code 1800	Definitions
Federal	Description
20 USC 7905	Equal access to public school facilities
40 CFR 141.1-141.723	Drinking water standards
Management Resources	Description
Attorney General Opinion	79 Ops.Cal.Atty.Gen. 248 (1996)
Attorney General Opinion	82 Ops.Cal.Atty.Gen. 90 (1999)
Court Decision	Ellis v. Board of Education; (1945) 27 Cal.2d 322
Court Decision	Good News Club v. Milford Central School; (2001) 533 U.S. 98
Court Decision	Lamb's Chapel v. Center Moriches Union Free School District; (1993) 508 U.S. 384
Court Decision	ACLU v. Board of Education of Los Angeles; (1961) 55 Cal .2d 167

Court Decision	Cole v. Richardson, (1972) 405 U.S. 676
Court Decision	Connell v. Higgenbotham, (1971) 403 U.S. 207
CSBA Publication	Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009 https://www.csba.org/~media/4D07909373B14A0BB5CA2CCF41F98351.ashx
CSBA Publication	Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010 https://www.csba.org/EducationIssues/EducationIssues/~/-/media/Files/EducationIssues/Wellness/201002_JointUse_PolicyBrief.ashx
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education
Website	CSBA

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0470	COVID-19 Mitigation Plan
1000	Concepts And Roles
1160	Political Processes
1230	School-Connected Organizations
1230	School-Connected Organizations
1325	Advertising And Promotion
1330.1	Joint Use Agreements
1400	Relations Between Other Governmental Agencies And The Schools
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
3515.2	Disruptions
3515.2	Disruptions
3515.21	Unmanned Aircraft Systems (Drones)
3516	Emergencies And Disaster Preparedness Plan

3516	Emergencies And Disaster Preparedness Plan
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
5148	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
6111	School Calendar
6115	Ceremonies And Observances
6115	Ceremonies And Observances
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.5	Student Organizations And Equal Access
6145.5	Student Organizations And Equal Access
7160	Charter School Facilities
7160	Charter School Facilities
9320	Meetings And Notices

Regulation 1330: Use Of School Facilities

Status: ADOPTED

Original Adopted Date: 07/01/2018 | **Last Reviewed Date:** 07/09/01/2018 **2023**

CSBA NOTE: The following administrative regulation is **mandated** for the management, direction, and control of school facilities, pursuant to Education Code 38133.

Application for Use of Facilities

CSBA NOTE: Districts are encouraged to consult with CSBA's District and County Office of Education Legal Services or district legal counsel to create a facilities use application and agreement for the use of school facilities and grounds by any entity other than the district.

Any person applying for the use of any school facilities or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

CSBA NOTE: The California Supreme Court has determined that the requirements of Education Code 38135 and 38136 are unconstitutional (*ACLU v. Board of Education of City of Los Angeles*). Although these provisions have not been repealed, districts are advised not to require any oath affirming that the group does not intend to take actions leading to the overthrow of the government.

Other types of oaths have been held constitutionally acceptable. The California Supreme Court upheld the use of an oath that the individual or group does not intend to use school premises to commit unlawful acts (*ACLU v. Board of Education*), and the U.S. Supreme Court has upheld affirmative loyalty oaths for public employees, expressing a promise to support the federal and state constitutions (*Connell v. Higgenbotham*; *Cole v. Richardson*). ~~The accompanying exhibit provides a sample facilities use statement.~~ The following paragraph is optional.

~~Persons or organizations applying for the use of school facilities or grounds shall submit a facilities use statement indicating that they uphold the state and federal constitutions and do not intend to use school premises or facilities to commit unlawful acts.~~ Anyone applying to use school facilities shall do so as specified in district procedures and in accordance with law.

Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 32282, 38131, 51860)

1. Public, literary, scientific, recreational, educational, or public agency meetings
2. The discussion of matters of general or public interest

CSBA NOTE: ~~An~~The Attorney General ~~Opinion (opined in 79 Ops.Cal.Atty.Gen. 248 (1996)) found unconstitutional~~ that the section of Education Code 38131 which provides that a board may grant the use of school facilities to a religious group to conduct services only when the religious group has no other suitable meeting place: is unconstitutional. Although Attorney General opinions do not carry the force of law, they are given deference by the courts in the case of legal challenge.

Therefore, a district should consult [CSBA's District and County Office of Education Legal Services or district](#) legal counsel before requiring a religious organization to establish that it lacks another suitable meeting place for the conduct of its services in order to rent school facilities. In that same opinion, the Attorney General also determined that Education Code 38131 does not limit the renewability of the temporary use permit for school facilities by a religious organization. Thus, legal counsel should also be consulted before a district refuses to renew a temporary permit. Item #3 below is consistent with the Attorney General's interpretation of Education Code 38131.

3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization
4. Child care programs to provide supervision and activities for children of preschool and elementary school age
5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies
6. Supervised recreational activities, including, but not limited to, sports league activities [for youth](#) that are arranged for and supervised by entities, including religious organizations or churches, and in which youth may participate regardless of religious belief or denomination
7. A community youth center

CSBA NOTE: Pursuant to Education Code 32282, procedures to allow school facilities to be used by public agencies, such as the Red Cross, for mass care and welfare shelters during an emergency must be included in the comprehensive school safety plan. See AR 0450 - Comprehensive Safety Plan.

8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare
9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

9. A *veterans' organization* means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)

[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, and parent-teacher associations, and public agencies that provide such safety instruction, in providing safety instruction to district students.](#)

10. [Bicycle, scooter, electric bicycle, motorized bicycle, or motorized scooter safety instruction for district students by local law enforcement, public agencies, nonprofit associations, or organizations specified in Education Code 38134](#)

CSBA NOTE: Education Code 38131 allows the district to grant use of school facilities for other purposes as deemed appropriate. The district may add any other purposes approved by the Governing Board and not inconsistent with existing law.

10.11. Other purposes deemed appropriate by the Governing Board

Restrictions

CSBA NOTE: In adopting rules for the management and control of school facilities, districts must be careful to ensure that they do not impose restrictions that may violate constitutionally protected rights. Generally, court decisions have held that districts may not discriminate on the basis of a group's viewpoint, and thus the use of facilities should be granted on a neutral basis. In *Good News Club v. Milford Central School*, the U.S. Supreme Court held that a district which prohibited a religious club from using school facilities after school hours for activities for which it allowed other community groups to use the school facilities discriminated against the club on the basis of the club's religious viewpoint in violation of the First Amendment to the United States Constitution.

Because federal and state constitutional free speech issues may be involved when a district denies the use of school facilities to certain groups, it is strongly recommended that a district consult with CSBA's District and County Office of Education Legal Services or district legal counsel before doing so.

School facilities or grounds shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law
2. Any use which is inconsistent with the use of school facilities for school purposes or which interferes with the regular conduct of school or school work
3. Any use which involves the possession, consumption, or sale of drugs or any restricted substances, including tobacco

CSBA NOTE: Pursuant to Business and Professions Code 25608, it is a misdemeanor to possess, consume, sell, give, or deliver any alcoholic beverage to any person in a school building or on school grounds unless a specified exception applies. One such exception is serving alcohol during a special event, pursuant to a license or permit obtained under the Alcohol Beverage Control Act, at district-owned facilities at a time when students are not present. For this purpose, "facilities" include, but are not limited to, office complexes, conference centers, or retreat facilities. Although Business and Professions Code 25608 allows this exception, the district should consult CSBA's District and County Office of Education Legal Services, district legal counsel, and/or risk management personnel when determining whether to allow alcohol on district property pursuant to this exception. When a district allows the use of its facilities or grounds for events that may involve the serving or consumption of alcoholic beverages, it is recommended that rules and/or limitations be established to minimize risks to the district and attendees at such events (e.g., requiring security guards and/or additional insurance, limiting the presence of alcoholic beverages to designated areas, limiting the types of beverages and/or how many drinks can be served at a time, specifying the time period during which alcoholic beverages may be served). Item #4 is optional and may be deleted or revised to reflect any limitations imposed on the facility user.

4. Any use which involves the possession, consumption, or sale of alcoholic beverages, except for special events approved by the Superintendent or designee pursuant to Business and

Professions Code 25608 which are covered by a special events permit pursuant to Division 9 of the Business and Professions Code and which will occur at a time when students are not on the grounds. Any such use of school facilities shall be subject to any limitations that may be necessary to reduce risks to the district and ensure the safety of participants, as determined by the Superintendent or designee. Applicable limitations shall be clearly stated in the facility use agreement to be signed by the user's representative.

CSBA NOTE: Districts may exclude certain facilities from community use for safety or security reasons. Such facilities might include (1) offices or computer rooms containing records and confidential information and (2) science rooms and other rooms containing hazardous chemicals or equipment that cannot be used safely without special knowledge or skills. The following paragraph is optional and may be revised to specify excluded facilities.

The district may exclude certain school facilities from nonschool use for safety or security reasons.

Damage and Liability

CSBA NOTE: Pursuant to Education Code 38134, a district is authorized to take the actions specified in the following optional paragraph when damage to school facilities or grounds occurs from use by a nonprofit group, organization, club, or association that promotes youth and school activities.

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damage caused by the activity. The district may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds. (Education Code 38134)

CSBA NOTE: Education Code 38134 distinguishes the liability and insurance obligations of nonprofit groups, clubs, and associations that promote youth and school activities from those of the district. The district is liable for any injuries resulting from its negligence in the ownership and maintenance of its facilities and grounds and must bear the cost of insuring against these risks and defending itself from related claims.

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence when using school facilities. (Education Code 38134)

CSBA NOTE: Pursuant to Education Code 38134, groups that promote youth and school activities cannot be required to sign hold harmless and indemnification agreements agreeing to defend and indemnify the district against liability arising during the group's use of school facilities to the extent that the agreement requires the group to assume liability for the district's negligence. The statute is unclear as to whether the district can require non-youth-related groups to indemnify the district from any and all injuries resulting from the use of the facilities. Districts wishing to create such an agreement should consult [CSBA's District and County Office of Education Legal Services or district](#) legal counsel.

Because hold harmless agreements are only as strong as the groups' credit, districts should generally require proof of insurance in addition to such agreements. When a hold harmless and indemnification agreement appears necessary for any specific school facilities or a specific event, the district's risk manager, insurance carrier, or legal counsel should tailor it to the situation.

As When permitted by law, the Superintendent or designee ~~may~~shall require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facilities being used.

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 14037-14042	Proportionate direct costs for use of school facilities and grounds
Bus. Code 25608	Alcohol on school property; use in connection with instruction
Ed. Code 10900-10914.5	Community recreation programs
Ed. Code 32280-32289.5	School safety plans
Ed. Code 37220	School holidays
Ed. Code 38130-38138	Civic Center Act; use of school property for public purposes
Ed. Code 51860	Time and facilities for bicycle and scooter safety instruction
Elec. Code 12283	Polling places; schools Polling places; schools
Gov. Code 54950-54963	The Ralph M. Brown Act
M&V Code 1800	Definitions
Federal	Description
20 USC 7905	Equal access to public school facilities
40 CFR 141.1-141.723	Drinking water standards
Management Resources	Description
Attorney General Opinion	79 Ops.Cal.Atty.Gen. 248 (1996)
Attorney General Opinion	82 Ops.Cal.Atty.Gen. 90 (1999)
Court Decision	Ellis v. Board of Education; (1945) 27 Cal.2d 322
Court Decision	Good News Club v. Milford Central School; (2001) 533 U.S. 98
Court Decision	Lamb's Chapel v. Center Moriches Union Free School District; (1993) 508 U.S. 384
Court Decision	ACLU v. Board of Education of Los Angeles; (1961) 55 Cal .2d 167

Court Decision	Cole v. Richardson, (1972) 405 U.S. 676
Court Decision	Connell v. Higgenbotham, (1971) 403 U.S. 207
CSBA Publication	Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009 https://www.csba.org/~media/4D07909373B14A0BB5CA2CCF41F98351.ashx
CSBA Publication	Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010 https://www.csba.org/EducationIssues/EducationIssues/~/-/media/Files/EducationIssues/Wellness/201002_JointUse_PolicyBrief.ashx
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education
Website	CSBA

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0470	COVID-19 Mitigation Plan
1000	Concepts And Roles
1160	Political Processes
1230	School-Connected Organizations
1230	School-Connected Organizations
1325	Advertising And Promotion
1330.1	Joint Use Agreements
1400	Relations Between Other Governmental Agencies And The Schools
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
3515.2	Disruptions
3515.2	Disruptions
3515.21	Unmanned Aircraft Systems (Drones)
3516	Emergencies And Disaster Preparedness Plan

3516	Emergencies And Disaster Preparedness Plan
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
5148	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
6111	School Calendar
6115	Ceremonies And Observances
6115	Ceremonies And Observances
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.5	Student Organizations And Equal Access
6145.5	Student Organizations And Equal Access
7160	Charter School Facilities
7160	Charter School Facilities
9320	Meetings And Notices

Regulation 3311: Bids

Status: ADOPTED

Original Adopted Date: 10/01/2015 | **Last Revised Date:** ~~12/09/01/2016~~2023 | **Last Reviewed Date:** ~~12/09/01/2016~~2023

CSBA NOTE: Pursuant to Government Code 54202, districts are **mandated** to establish bidding procedures governing the purchase of equipment and supplies. The following administrative regulation reflects the competitive bidding procedures applicable to these purchases, as well as contracts for certain services, public works projects, and repairs and maintenance, when the contract exceeds the amount specified in law.

An alternative procedure for public works projects is provided pursuant to the Uniform Public Construction Cost Accounting Act (UPCCAA) (Public Contract Code 22000-22045), ~~as amended by AB 2249 (Ch. 169, Statutes of 2018)~~, which allows public projects of \$60,000 or less to be performed by district employees and public projects of \$200,000 or less to be awarded through an informal bidding process. See BP/AR 3311.1 - Uniform Public Construction Cost Accounting Procedures. Districts that have adopted the UPCCAA procedures should modify the following regulation to delete or revise conflicting provisions related to contracts for public works. Also see AR 3311.2 - Lease-Leaseback Contracts, AR 3311.3 - Design-Build Contracts, and AR 3311.4 - Procurement of Technological Equipment for procedures applicable to those contracts.

Advertised/Competitive Bids

The district shall advertise for any of the following: (Public Contract Code 20111)

1. A public project contract that involves an expenditure of \$15,000 or more, including a contract for construction, reconstruction, erection, alteration, renovation, improvement, painting, repainting, demolition, or repair work involving a district owned, leased, or operated facility

CSBA NOTE: For the contracts specified in ~~item~~**Item** #2a-c below, Public Contract Code 20111 requires the Superintendent of Public Instruction (SPI) to annually establish a bid limit that reflects U.S. Department of Commerce data. The following paragraph allows the amount to escalate automatically once the SPI has made the annual determination. For ~~2019~~2023, the bid limit is ~~\$92,600~~109,300.

2. A contract that exceeds the amount specified in law, as annually adjusted by the Superintendent of Public Instruction, for any of the following:
 - a. The purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district
 - b. Services, not including construction services or special services and advice in accounting, financial, legal, or administrative matters
 - c. Repairs that are not a public project, including maintenance

Maintenance means routine, recurring, and usual work for preserving, protecting, and keeping a district facility operating in a safe, efficient, and continually usable condition for the intended purpose for which it was designed, improved, constructed, altered, or repaired. Maintenance includes, but is not limited to, carpentry, electrical, plumbing, glazing, and other craft work designed to preserve the facility, as well as repairs, cleaning, and other operations on machinery and other permanently attached equipment. Maintenance does not include painting, repainting, or decorating other than touchup, or among other types of work, janitorial or custodial services and protection provided by security forces. (Public Contract Code 20115)

Instructions and Procedures for Advertised Bids

The Superintendent or designee shall call for bids by placing a notice at least once a week for two weeks in a local newspaper of general circulation published in the district, or if no such newspaper exists, then in some newspaper of general circulation that is circulated in the county. The Superintendent or designee also may post the notice on the district's ~~web site~~[website](#) or through an electronic portal. The notice shall state the work to be done or materials or supplies to be furnished and the time and place and ~~web site~~[website](#) where bids will be opened. (Public Contract Code 20112)

CSBA NOTE: Pursuant to Public Contract Code 2600 all bid documents and construction contracts, when applicable, must contain a notice that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603. Skilled and trained workforce requirements are required for lease-leaseback projects, design-build, and alternative design-build projects. Skilled and trained workforce is optional for all other construction delivery methods. See AR 3311.2 Lease-Leaseback Contracts and AR 3311.3 -- Design-Build Contracts for specific bidding requirements.

The notice shall contain the time, date, and location of any mandatory prebid conference, site visit, or meeting and details regarding when and where project documents, including the final plan and specifications, are available. Any such mandatory visit or meeting shall occur not less than five calendar days after the publication of the initial notice. (Public Contract Code [For lease-leaseback, design-build, and alternative design-build projects, the notice shall specify that the project is subject to skilled and trained workforce requirements.](#) (Education Code [17250.25, 17250.62, 17407.5](#); Public Contract Code [2600](#), 6610)

Bid instructions and specifications shall include the following requirements and information:

1. All bidders shall certify in writing the minimum, if not exact, percentage of post-consumer materials in products, materials, goods, or supplies offered or sold. (Public Contract Code 22152)
2. All bids for construction work shall be presented under sealed cover. The district may accept a bid that has been submitted electronically or on paper. (Public Contract Code 20111, 20112)

The bid shall be accompanied by a form of bidder's security, including either cash, a cashier's check payable to the district, a certified check made payable to the district, or a bidder's bond executed by an admitted surety insurer and made payable to the district. The security of unsuccessful bidders shall be returned in a reasonable period of time, but in no event

later than 60 days after the bid is awarded. (Public Contract Code 20111, 20112)

3. When a standardized proposal form is provided by the district, bids not presented on the standard form shall be disregarded. (Public Contract Code 20111.5)
4. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time. (Public Contract Code 20112)
5. When two or more identical lowest or highest bids are received, the Governing Board may determine by lot which bid shall be accepted. (Public Contract Code 20117)

CSBA NOTE: Public Contract Code 20103.8 specifies that, in those cases when the bid includes items that may be added to or deducted from the scope of the work in the contract, the bid solicitation must specify the method to be used to determine the lowest bid, as detailed below. Districts should consult with [CSBA's District and County Office of Education Legal Services or district](#) legal counsel, as appropriate, if they have questions regarding the applicability of this law.

6. If the district requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a specification, only the method provided in ~~item~~[Item](#) #6a below shall be used. (Public Contract Code 20103.8)
 - a. The lowest bid shall be the lowest total of the bid prices on the base contract without consideration of the prices on the additive or deductive items.
 - b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.
 - c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to or subtracted from the base contract, are less than or equal to a funding amount publicly disclosed by the district before the first bid is opened.

The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the district before the ranking of all bidders from lowest to highest has been determined. (Public Contract Code 20103.8)

CSBA NOTE: For a bid to be successful, it must conform to bid specifications (i.e., it must be "responsive") and the bidder must be determined to be able to perform the work (i.e., ~~he/she~~[the bidder](#) must be "responsible" as defined in Public Contract Code 1103). There is no right to a due process hearing when the district has merely found the bid to be nonresponsive. However, the district must be careful in making a determination on the "nonresponsiveness" of a bid based on anything other than the documents submitted. To avoid any confusion, the district should provide clear and comprehensive bid specifications to bidders.

When rejecting the lowest responsive bid on the basis that the bidder is nonresponsive, the

district must inform the bidder of the evidence used when making the determination and afford him/her the bidder a hearing with the right to present evidence that he/she the bidder is responsible. (~~City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court and Great West Contractors Inc. v. Irvine Unified School District~~).

7. In determining the lowest bid, the district shall consider only responsive bids that conform to bid specifications and are submitted by responsible bidders who have demonstrated trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract.
 - a. When a bid is determined to be nonresponsive, the Superintendent or designee shall notify the bidder and give him/her the bidder an opportunity to respond to the determination.
 - b. When the lowest bidder is determined to be nonresponsive, the Superintendent or designee shall notify the bidder of his/her the right to present evidence of his/her the bidder's responsibility at a hearing before the Board.
8. After being opened, all submitted bids become public records pursuant to Government Code 7920.530 and shall be made available for public review pursuant to law, Board policy, and administrative regulation.

Prequalification Procedure

CSBA NOTE: The following section is optional. Pursuant to Public Contract Code 20111.6, a district with average daily attendance (ADA) of 2,500 or greater is required to prequalify all general contractors and electrical, mechanical, and plumbing subcontractors for any public project of \$1 million, 000,000 or more, when the project uses or is reimbursed from School Facilities Program funds (Education Code 17070.10-17079.30) or other future state school bonds. A model prequalification questionnaire is available on the Department of Industrial Relations website.

Additionally, pursuant to Public Contract Code 20111.5, districts are permitted, but not required, to establish prequalification procedures for other contracts which, by law, require competitive bidding.

When required by law or the Board, the Superintendent or designee shall establish a uniform system for rating bidders on the basis of completed questionnaires and financial statements in order to determine the size of contracts on which each bidder is qualified to bid. For this purpose, the Superintendent or designee shall furnish prospective bidders a standardized prequalification questionnaire and financial record which, when completed, shall indicate a bidder's statement of financial ability and experience in performing public works. The bidder's information shall be verified under oath in the manner in which civil law pleadings are verified. The questionnaires and financial statements shall not be public records and shall not be open to public inspection. (Code of Civil Procedure 446; Public Contract Code 20111.5, 20111.6)

When any public project involves an expenditure of \$1,000,000 or more and is funded or reimbursed wholly or partly by the School Facilities Program funds or other future state school bond, the district shall prequalify prospective bidders either quarterly or annually. The prequalification shall be valid for one year and the following requirements shall apply: (Public Contract Code 20111.6)

1. Prospective bidders, including, but not limited to, prime, general engineering, and general building contractors and electrical, mechanical, and plumbing subcontractors, as defined in Public Contract Code 4113 or Business and Professions Code 7056 or 7057, as applicable, shall submit a standardized questionnaire and financial statement 10 or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.
2. Prospective bidders shall be prequalified by the district five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

If the project includes electrical, mechanical, or plumbing components that will be performed by electrical, mechanical, or plumbing contractors, the Superintendent or designee shall make available to all bidders a list of prequalified general contractors and electrical, mechanical, and plumbing subcontractors five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids. ([Public Contract Code 20111.6](#))

For all other contracts requiring competitive bidding, the district may establish a procedure for prequalifying bidders on a quarterly basis and may authorize that prequalification be considered valid for up to one calendar year following the date of the initial prequalification. Prospective bidders for such contracts shall submit the questionnaire and financial statement at least five days before the date fixed for public opening of sealed bids and shall be prequalified by the district at least one day before the fixed bid-opening date. (Public Contract Code 20111.5)

Award of Contract

The district shall award each contract to the lowest responsible bidder, except in the following circumstances:

1. When the contract is for the procurement and/or maintenance of electronic data processing systems and supporting software, in which case the Board may contract with any one of the three lowest responsible bidders (Public Contract Code 20118.1)
2. When the contract is for any transportation service which involves an expenditure of more than \$10,000 and which will be made with any person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of a student who is to be transported, in which case the Board may contract with other than the lowest bidder (Education Code 39802)

CSBA NOTE: Pursuant to Public Contract Code 2000-2002, a district is permitted to establish bidding requirements that facilitate the participation of minority, women, disabled veteran, and small business enterprises in contracts. Though minorities and women are included in Public Contract Code 2000, Article 1, Section 31(a) of the California Constitution prohibits the granting of preferences based on race, sex, color, ethnicity, etc., or national origin in state employment and contracting. The district should consult [with CSBA's District and County Office of Education Legal Services or district](#) legal counsel if there is any question about the granting of preferences to any such business.

3. When the contract is one for which the Board has established goals and requirements relating to participation of disabled veteran or small business enterprises in accordance with Public Contract Code 2000-2002, in which case the Board may contract with the lowest responsible bidder who submits a responsive bid and complies or makes a good faith effort

to comply with the goals and requirements (Public Contract Code 2000-2002)

4. When procuring a lease-leaseback contract, in which case the Board shall award the contract based on objective criteria for determining the best combination of price and qualifications in accordance with Education Code 17400 and ~~1740~~(cf. 3311.2 - Lease-
Leaseback Contracts
17406)

CSBA NOTE: Until January 1, 2025, districts may, in accordance with Education Code 17250.25, utilize the design-build method of construction delivery. Pursuant to Education Code 17250.15, design-build means a project delivery process in which both the design and construction of a project are procured from a single entity.

5. When procuring a design-build contract for a public works project in excess of \$1,000,000 in accordance with Education Code 17250.20, in which case the Board may award the contract to either the low bid or the best value to the district, taking into consideration, at a minimum, price, technical design and construction expertise, and life-cycle costs (Education Code 17250.20, 17250.25)

CSBA NOTE: Pursuant to Education Code 17250.60-17250.69, as added by AB 185 (Ch. 571, Statutes of 2022), the district may, until January 1, 2029, utilize alternative design-build contracts for public works projects in excess of \$5,000,000. Pursuant to Education Code 17250.60, alternative design-build means a project delivery process in which both the design and construction of a project are procured from a single design-build entity based on its proposed design cost, general conditions, overhead, and profit as a component of the project price.

A contract for an alternative design-build project must be awarded to either the low bidder or the best value, and is subject to further negotiation and amendment pursuant to Education Code 17250.65. Alternative design-build subcontracts are subject to an open book evaluation by the district and the district sets the price based on this open book evaluation. The alternative design-build contract may be subject to further negotiation or amendment and if the district and the design-build entity are unable to reach an agreement, the district may terminate the contract. A district that utilizes the alternative design-build procurement method is required to submit, by January 1, 2028, a report to the Legislature, as specified in Education Code 17250.67. See AR 3311.3 – Design-Build Contracts for more information specific to design-build and alternative design-build projects.

6. When procuring an alternative design-build contract for a public works project in excess of \$5,000,000 in accordance with Education Code 17250.62, in which case the Board may award the contract to either the low bid or the best value, taking into consideration, at a minimum design cost, general conditions, overhead, and profit as a component of the project price; technical design and construction expertise; and life-cycle costs (Education Code 17250.61, 17250.62)

Protests by Bidders

CSBA NOTE: The law does not specify a procedure for handling protests by bidders. The following optional section provides one such procedure and should be modified to reflect district practice.

If the bidder may protest a bid award if he/she believes that the award is not in compliance with law, Board policy, or the bid specification, the bidder may protest the award. A protest must be filed

in writing with the Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the ~~protest~~protested documents in a timely manner shall constitute a waiver of his/~~her~~the right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

CSBA NOTE: The following paragraph provides a process for appealing a bid award to the Board. Although the law does not specify the notice to be given in this circumstance, CSBA recommends at least three business days which may be modified to reflect district practice.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide notice to the bidder of the date and time for Board consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final.

Limitation on Use of Sole Sourcing

CSBA NOTE: "Sole sourcing" is the practice by which one brand name product is specified, although comparable, competitive products are available. Public Contract Code 3400 allows sole sourcing in limited circumstances and requires that the specification of the designated product be followed by the words "or equal," so that bidders for such a contract are able to base their bids on the use of other products of equal functionality that may result in cost savings for the district. The following section is optional.

In any contract for the construction, alteration, or repair of school facilities, the Superintendent or designee shall ensure that the bid specification: (Public Contract Code 3002, 3400)

1. Does not directly or indirectly limit bidding to any one specific concern
2. Does not call for a designated material, product, thing, or service by a specific brand or trade name, unless the specification is followed by the words "or equal," so that bidders may furnish any equal material, product, thing, or service

In any such case, the bid specification shall provide a time period, before and/or after the award of the contract, for the contractor to submit data substantiating the request for substituting the designated material, product, thing, or service. If no such time period is specified, the contractor may submit the data within 35 days after the award of the contract.

CSBA NOTE: The following optional paragraph is for use by districts with ADA of more than 2,500. For the repair or replacement of the roof of a public facility, a material must meet the requirements specified below to be considered "equal" pursuant to Public Contract Code 3000-3010.

When the bid is for a roof project, a material, product, thing, or service is considered "equal" to that designated if it is equal in quality, durability, design, and appearance; will perform the intended function equally well; and conforms substantially to the detailed requirements in the bid specification. (Public Contract Code 3002)

However, the Superintendent or designee may designate a specific material, product, thing, or

service by brand or trade name (also known as sole sourcing), if the Board has made a finding, described in the invitation for bids or request for proposals (RFP), that a particular material, product, thing, or service is designated for any of the following purposes: (Public Contract Code 3400)

1. To conduct a field test or experiment to determine its suitability for future use
2. To match others in use on a particular public improvement that has been completed or is in the course of completion
3. To obtain a necessary item that is only available from one source
4. To respond to the Board's declaration of an emergency, as long as the declaration has been approved by four-fifths of the Board when issuing the invitation for bid or RFP

Bids Not Required

CSBA NOTE: The following paragraph lists those items that may be purchased through a "piggybacked" bid; see the accompanying Board policy. Many districts have used the piggyback procedure to purchase portable and relocatable buildings. The Attorney General has opined (in 89 Ops.Cal.Atty.Gen. 1, 2006) that a district may not rely on the piggyback exception to contract for the acquisition and installation of factory-built modular building components (i.e., roofs and walls) for installation on a permanent foundation. ~~However, this~~ This opinion does not apply to typical portable or relocatable single-classroom buildings, because they lack a permanent foundation and building mobility. Additionally, in 2022 the State Allocation Board (SAB) notified districts that modular school facilities must be competitively bid and districts that use piggyback contracts for modular facilities are ineligible for state funding from SAB administered programs. Districts considering using the piggyback process for relocatables, portables, modulares, and the like should consult district legal counsel. ~~While Attorney General opinions are not binding, they are often given deference by the court and may also be considered by the State Allocation Board when making funding decisions.~~ CSBA's District and County Office of Education Legal Services or district legal counsel.

Without advertising for bids and upon a determination that it is in the best interest of the district, the Board may authorize "piggyback" by authorizing another public corporation or agency, by contract, lease, requisition, or purchase order, to lease data-processing equipment or to purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor ("~~piggyback~~"). Alternatively, if the public corporation or agency has an existing contract with a vendor for the lease or purchase of personal property, the district may authorize the lease or purchase of personal property directly from the vendor and make payments under the same terms that are available to the public corporation or agency under the contract. (Public Contract Code 20118)

CSBA NOTE: The following optional paragraph reflects the authority granted to public agencies pursuant to Government Code 4217.10-4217.18 to enter into energy service contracts without competitive bidding when the agency's governing body determines that the contract is in the best interest of the agency based on the ~~costs-benefits~~ cost-benefit analysis specified in Government Code 4217.12.

Without advertising for bids, the Board may enter into an energy service contract and any related facility ground lease, when it determines that the terms of the contract and lease are in the best

interest of the district and meet the cost effectiveness requirements specified in Government Code 4217.12. The Board's determination shall be made at a regularly scheduled public hearing of which notice is given to the public at least two weeks in advance and shall be based on a cost and ~~savings~~saving comparison ~~findings~~finding specified in Government Code 4217.12. (Government Code 4217.12)

Supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals may be purchased in any amount without taking estimates or advertising for bids. (Public Contract Code 20118.3)

Perishable foodstuffs and seasonal commodities needed in the operations of cafeterias may be purchased through bid or on the open market. (Education Code 38083)

Bids shall not be required for day labor under circumstances specified in Public Contract Code 20114. Day labor shall include the use of maintenance personnel employed on a permanent or temporary basis. (Public Contract Code 20114)

CSBA NOTE: Pursuant to Public Contract Code 20113, a district may award contracts without competitive bidding in emergency situations, as specified below. In *Marshall v. Pasadena Unified School District*, a court held that the definition of "emergency" in Public Contract Code 1102 is applicable. Public Contract Code 1102 defines "emergency" as a "sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services."

In an emergency when any repairs, alterations, work, or improvement to any school facility is necessary to permit the continuance of existing school classes or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor or force account for the emergency purpose. (Public Contract Code 1102, 20113)

The district may purchase any surplus property from the federal government or any of its agencies in any quantity needed for the operation of its schools without taking estimates or advertising for bids. (Education Code 17602)

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
Bus. Code 7056	General engineering contractor
Bus. Code 7057	General building contractor
Code of Civil Procedure 446	Verification of pleadings

Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act
Ed. Code 17250.10-17250.55	Design-build contracts
<u>Ed. Code 17250.60-17250.69</u>	<u>Alternative design-build contracts</u>
Ed. Code 17406	Lease-leaseback contract
Ed. Code 17595	Purchase of supplies through Department of General Services
Ed. Code 17602	Purchase of surplus property from federal agencies
Ed. Code 38083	Purchase of perishable foodstuffs and seasonal commodities
Ed. Code 38110-38120	Apparatus and supplies
Ed. Code 39802	Transportation services
Gov. Code 4217.10-4217.18	Energy conservation contracts
Gov. Code 4330-4334	California made materials
Gov. Code 53060	Special services and advice
Gov. Code 54201-54205	Purchase of supplies and equipment by local agencies
Gov. Code 7920.530	Definition of public record
Pub. Cont. Code 1102	Definition of emergency
Pub. Cont. Code 1103	Definition; responsible bidder
Pub. Cont. Code 12200	Definitions; recycled goods, materials, and supplies
Pub. Cont. Code 2000-2002	Responsive bidders
Pub. Cont. Code 20101-20103.7	Public construction projects; requirements for bidding
Pub. Cont. Code 20103.8	Award of contracts
Pub. Cont. Code 20110-20118.4	Local Agency Public Construction Act; school districts
Pub. Cont. Code 20189	Bidder's security; earthquake relief
Pub. Cont. Code 22000-22045	<u>Alternative procedures for public projects (UPCCA) Uniform Public Construction Cost Accounting Act</u>
Pub. Cont. Code 22152	Recycled product procurement
Pub. Cont. Code 3000-3010	Roofing projects
Pub. Cont. Code 3400	Bid specifications; preference for materials
Pub. Cont. Code 3410	U.S. produce and processed foods
Pub. Cont. Code 4113	Prime contractor; subcontractor

[Pub. Cont. Code 6102](#)

Pub. Cont. Code 6610

Management Resources

Attorney General Opinion

Court Decision

Court Decision

Court Decision

Court Decision

Court Decision

[California Department of General Services Publication](#)

[California Department of Industrial Relations Publication](#)

Website

Website

[Website](#)

Website

Website

Website

Cross References

[Bribery of public official; voidable contract](#)

Bid visits

Description

89 Ops.Cal.Atty.Gen. 1 (2006)

City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court, (1972) 7 Cal.3d 861

Great West Contractors Inc. v. Irvine Unified School District, (2010) 187 Cal.App.4th 1425

Konica Business Machines v. Regents of the University of California, (1988) 206 Cal.App.3d 449

Los Angeles Unified School District v. Great American Insurance Co., (2010) 49 Cal.4th 739

Marshall v. Pasadena Unified School District, (2004) 119 Cal.App.4th 1241

[Office of Public School Construction Notification to School Districts Regarding Use of Piggyback Contracts for SAB-Administered Programs, July 2022](#)
(<https://www.dgs.ca.gov/-/media/Divisions/OPSC/Resources/Piggyback-Contracts/Piggyback-Contract-Email-Blast-July-5-2022FINAL-ADA.pdf?la=en&hash=9594C7B8BD4C9796DDB57D68775331EEA8CE658A>)

[Model Prequalification Questionnaire](#)
(<https://www.dir.ca.gov/Public-Works/Public-Works-Pre%E2%80%90Qualification-of-Contractors.html>)

CSBA District and County Office of Education Legal Services

California Department of General Services

[Office of Public School Construction, Piggyback Contracts](#)
(<https://www.dgs.ca.gov/OPSC/Resources/Page-Content/Office-of-Public-School-Construction-Resources-List-Folder/Piggyback-Contracts-for-SAB-Administered-Programs>)

CSBA

California Department of Education

California Association of School Business Officials

Code	Description
0410	Nondiscrimination In District Programs And Activities
1113	District And School Websites
1113	District And School Websites
1113-E(1)	District And School Websites
1340	Access To District Records
1340	Access To District Records
3000	Concepts And Roles
3230	Federal Grant Funds
3230	Federal Grant Funds
3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies
3300	Expenditures And Purchases
3311.1	Uniform Public Construction Cost Accounting Procedures
3311.1	Uniform Public Construction Cost Accounting Procedures
3311.2	Lease-Leaseback Contracts
3311.3	Design-Build Contracts
3311.4	Procurement Of Technological Equipment
3312	Contracts
3314	Payment For Goods And Services
3314	Payment For Goods And Services
3510	Green School Operations
3511	Energy And Water Management
3511	Energy And Water Management
3511.1	Integrated Waste Management
3511.1	Integrated Waste Management
3512	Equipment
3512-E(1)	Equipment
3517	Facilities Inspection
3517-E(1)	Facilities Inspection
3540	Transportation

3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3580	District Records
3580	District Records
3600	Consultants
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6163.1	Library Media Centers
7000	Concepts And Roles
7140	Architectural And Engineering Services
7140	Architectural And Engineering Services
9270	Conflict Of Interest
9270-E(1)	Conflict Of Interest
9320	Meetings And Notices
9323.2	Actions By The Board
9323.2-E(1)	Actions By The Board
9323.2-E(2)	Actions By The Board

Regulation 3311.3: Design-Build Contracts

Status: ADOPTED

Original Adopted Date: 12/01/2016 | **Last Revised Date:** 03/09/01/2024~~2023~~ | **Last Reviewed Date:** 03/09/01/2024~~2023~~

CSBA NOTE: As an alternative to the more traditional design-bid-build process (see BP/AR 3311 - Bids) or a lease-leaseback process (see AR 3311.2 - Lease-Leaseback Contracts), the district may, until January 1, 2025, enter into a design-build contract for a public works project in excess of \$1 million, 000,000 pursuant to Education Code 17250.10-17250.55. As defined by Education Code 17250.15, "design-build" means a project delivery process in which both the design and construction of a project are procured from a single entity. Additionally, pursuant to Education Code 17250.61, as added by AB 185 (Ch. 571, Statutes of 2022), the district may, until January 1, 2029, enter into an alternative design-build contract for a public works project in excess of \$5,000,000. As defined by Education Code 17250.60, "alternative design-build" means a project delivery process in which both the design and construction of a project are procured from a single design-build entity based on its proposed design cost, general conditions, overhead, and profit as a component of the project price. Education Code 17250.15 and, 17250.25, 17250.60, and 17250.61 provide that such contracts may be awarded to either the low bid or best value, as defined.

The Until January 1, 2025, the Governing Board may approve a design-build contract with a single entity for both design and construction of any school facility in excess of \$1,000,000, awarding the contract to either the low bid or the best value as determined by evaluation of objective criteria. (Education Code 17250.20)

Additionally, until January 1, 2029, the Board may approve an alternative design-build contract with a single entity for both design and construction of any school facility in excess of \$5,000,000. Such contracts may be awarded to the low bid or the best value, taking into consideration, at a minimum, design cost, general conditions, overhead, and profit as a component of the project price, technical design and construction expertise, and life-cycle costs. The district's determination of price shall be based on the open book evaluation of construction subcontracts. The contract may be subject to further negotiations or amendment and may be terminated by the district if the district and the design-build entity are unable to reach an agreement. (Education Code 17250.61, 17250.62, 17250.65)

Design-build documents shall not include provisions for long-term project operations, but may include operations during a training or transition period. (Education Code 17250.25, 17250.62)

Procedures for Awarding the Contract

The procurement process for design-build and alternative design-build projects shall be as follows: (Education Code 17250.25, 17250.35, 17250.62, 17250.65; Public Contract Code 2600)

1. Performance Specifications: The district shall prepare a set of documents setting forth the scope and estimated price of the project. The documents may include, but are not limited to:

- a. The size, type, and desired design character of the project
- b. Performance specifications that cover the quality of materials, equipment, and workmanship
- c. Preliminary plans or building layouts
- d. Any other information deemed necessary to describe adequately the district's needs

The performance specifications and any plans shall be prepared by a design professional who is duly licensed and registered in California.

2. Prequalification: The district shall prepare and issue a request for qualifications in order to prequalify, or develop a short list of, the design-build entities whose proposals shall be evaluated for final selection. The request for qualifications shall include, but is not limited to, all of the following elements:

- a. Identification of the basic scope and needs of the project or contract, the expected cost range, the methodology that will be used by the district to evaluate proposals, the procedure for final selection of the design-build entity, and any other information deemed necessary by the district to inform interested parties of the contracting opportunity
- b. Significant factors that the district reasonably expects to consider in evaluating qualifications, including technical design and construction expertise, acceptable safety record, and all other non-price-related factors
- c. A standard template request for statements of qualifications prepared by the district, which shall contain all of the information required pursuant to Education Code 17250.25 or 17250.62

CSBA NOTE: Public Contract Code 2600; as amended by ~~AB 2311~~ (Ch. 347, Statutes of 2020); adds a requirement to include in all bid documents and construction contracts, when applicable, a notice that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603. Pursuant to Education Code 17250.25 and 17250.62, design-build contracts are subject to such requirements.

- d. A notice that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603

The district also may identify specific types of subcontractors that must be included in the statement of qualifications and proposal.

3. Request for Proposals: The district shall prepare a request for proposals (RFP) that invites prequalified or short-listed entities to submit competitive sealed proposals in a manner prescribed by the district. The RFP shall include the information identified in ~~items~~Items #2a, 2b, and 2d above and the relative importance or weight assigned to each of the factors. If the district uses a best value selection method for a project, the district may reserve the right to request proposal revisions and hold discussions and negotiations with responsive proposers, in which case the district shall so specify in the request for proposals and shall publish separately or incorporate into the request for proposals applicable procedures to be

observed by the district to ensure that any discussions or negotiations are conducted in good faith.

4. Selection Based on Low Bid: For those projects utilizing low bid as the final selection method, the bidding process shall result in lump-sum bids by the prequalified or short-listed design-build entities, and the contract shall be awarded to the lowest responsible bidder.
5. Selection Based on Best Value: For those projects utilizing best value as a selection method, the following procedures shall be used:
 - a. Competitive proposals shall be evaluated using only the criteria and selection procedures specifically identified in the request for proposals. Criteria shall be weighted as deemed appropriate by the district and The proposal for a design-build project, as specified in 17250.25, shall, at a minimum, include price, unless a stipulated sum is specified; technical design and construction experience; and life-cycle costs over 15 or more years. The proposal for an alternative design-build project, as specified in 17250.62, shall, at a minimum, include design cost, general conditions, overhead, and profit as a component of the project price, unless a stipulated sum for the project is specified; technical design and construction expertise; and life-cycle costs over 15 or more years.
 - b. Following any discussions or negotiations with responsive proposers and completion of the evaluation process, the responsive proposers shall be ranked on a determination of value provided, provided that no more than three proposers are required to be ranked.
 - c. The contract shall be awarded to the responsible entity whose proposal is determined by the district to have offered the best value to the public.
 - d. The district shall publicly announce the contract award, identifying the entity to which the award is made and the basis of the award. This statement and the contract file shall provide sufficient information to satisfy an external audit.

Skilled and Trained Workforce

CSBA NOTE: Education Code 17250.25 requires the district to obtain an enforceable commitment that the contractor will comply with the requirements to use a skilled and trained workforce, as defined, in accordance with Public Contract Code 2600-2603. Pursuant to Public Contract Code 2600.5; as added by AB 2311, failure to provide the notice described in ~~items~~ Items #2d and 3 above does not excuse the district from the requirement to obtain an enforceable commitment that a contractor or other entity will use a skilled and trained workforce to complete a contract or project.

A design-build entity shall not be prequalified or short-listed unless the entity provides an enforceable commitment to the district that the entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract. (Education Code 17250.25, 17250.62; Public Contract Code 2602)

Skilled and trained workforce means that all the workers performing the work are either skilled journeypersons or apprentices registered in a state-approved apprenticeship program. At least 60 percent of the skilled journeypersons employed to perform the work shall be graduates of an apprenticeship program for the applicable occupation or at least 60 percent of the hours worked by skilled journeypersons shall be performed by graduates of an apprenticeship program, with the exception of certain occupations specified in Public Contract Code 2601 which are subject to a 30 percent threshold. (Public Contract Code 2601)

If the contractor fails to provide the monthly report demonstrating compliance with the skilled and trained workforce requirements or provides an incomplete report, the district shall withhold further payments until a complete report is provided. If a report does not demonstrate compliance with the skilled and trained workforce requirements, the district shall withhold further payments until the contractor provides a sufficient plan to achieve substantial compliance with respect to the relevant apprenticeable occupation, prior to completion of the contract or project. In addition, the district shall forward to the Labor Commissioner a copy of the monthly report, any plan to achieve compliance, and the district's response to that plan. (Public Contract Code 2602)

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Policy Reference Disclaimer:

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State

Ed. Code 17250.10-17250.55

[Ed Code 17250.60-17250.69](#)

Pub. Cont. Code 2600-2603

Description

Design-build contracts

[Alternative design-build contracts](#)

Skilled and trained workforce requirements

Management Resources

Website

Website

Website

Website

Description

CSBA District and County Office of Education Legal Services

California Association of School Business Officials

California Department of Education, School Facilities

CSBA

Cross References

Code

3311

3311

3312

7000

Description

Bids

Bids

Contracts

Concepts And Roles

7110	Facilities Master Plan
7140	Architectural And Engineering Services
7140	Architectural And Engineering Services

Policy 3312: Contracts

Status: ADOPTED

Original Adopted Date: 11/01/2003 | **Last Revised Date:** 04/09/01/2015 ~~2023~~ | **Last Reviewed Date:** 04/09/01/2015 ~~2023~~

CSBA NOTE: Several statutes authorize the Governing Board to contract for services, equipment, materials, and supplies on behalf of the district. Such statutes include, but are not limited to, Education Code 17596 which allows a broad range of services to be performed under a "continuing contract" and Education Code 45103.5 which authorizes a contract for management consulting services relating to food service.

Some contracts are subject to certain specific legal requirements which, if not complied with, may render the contract void or unenforceable. For instance, when contracting for the purchase of equipment, materials, or supplies in excess of the current bid limit (~~\$92,600~~ 109,300 for ~~2019~~ 2023), the district must seek competitive bids, pursuant to Public Contract Code 20111. See sections below titled "Contracts for Non-nutritious Foods or Beverages," "Contracts for Electronic Products and Services," "Contracts for Digital Storage and Maintenance of Student Records," and "Contracts for Personal Services" for specific requirements and/or restrictions related to those contracts. See AR 3311.3 - Design-Build Contracts for information about design-build contracts for public works projects in excess of \$1 million, 000,000 and for alternative design-build projects in excess of \$5,000,000. The district should consult its CSBA's District and County Office of Education Legal Services or district legal counsel when questions arise about legal requirements for specific kinds of contract.

The Governing Board recognizes its responsibility to enter into contracts on behalf of the district for the acquisition of equipment, supplies, services, and other resources necessary for the achievement of district goals. In exercising this authority to enter into a contract, the Board shall ensure that the district's interest is protected and that the terms of the contract conform to applicable legal standards, including the bidding requirements in Public Contract Code 20111.

CSBA NOTE: When entering into a contract, a school district is required to comply with California's conflict of interest laws, including, but not limited to, Government Code 1090 (financial interest in a contract), Government Code 87100-87500 (Political Reform Act), and Government Code 84308, as amended by SB 1439 (Ch. 848, Statutes of 2022), related to conflict of interest from campaign contributions. The violation of any of these laws could result in cancellation of the contract and, in certain cases, the Board members and/or district officials implicated could be subject to civil and criminal penalties. For example, pursuant to Government Code 84308, as amended, Board members are prohibited from participating in decisions involving parties who have provided campaign contributions of more than \$250 in the prior 12 months. Additionally, pursuant to Public Contract Code 6102, as added by SB 34 (Ch. 297, Statutes of 2022), a contract executed on or after January 1, 2023, including a contract negotiated prior to January 1, 2023, is voidable if entered into in violation of a state or federal crime relating to bribery of a public official, including, but not limited to, a violation of Penal Code 68 or 86. For more information related to the policy on conflict of interest, see BB 9270 – Conflict of Interest.

In addition, Board members and district employees involved in the making of contracts on behalf of the district shall comply with the district's conflict of interest policy as specified in Board Bylaw

9270 – Conflict of Interest.

CSBA NOTE: The following optional paragraph may be revised to specify any desired limits to this delegation of authority.

The Board may, by a majority vote, delegate to the Superintendent or designee the authority to enter into contracts on behalf of the district. To be valid or to constitute an enforceable obligation against the district, all such contracts must be approved and/or ratified by the Board.

CSBA NOTE: The following optional paragraph reflects the requirements of Education Code 35182.5 which are applicable to contracts for exclusive or nonexclusive advertising and sale of carbonated beverages or non-nutritious foods or beverages. Though not required for all contracts, such requirements help to minimize public waste and ensure transparency in public contracting and should be adopted by the Board for other contracts. See "Contracts for Non-nutritious Foods or Beverages" below.

Every contract entered into on behalf of the district shall be made available for public inspection, except when the law prohibits disclosure. No contract shall prohibit a district employee from disparaging the goods or services of any contracting party.

Contracts for Non-nutritious Foods or Beverages

CSBA NOTE: Foods and beverages that do not meet nutritional standards specified in law may not be sold in schools except under limited circumstances; see BP/AR 3554 - Other Food Sales. Schools that do not participate in the National School Lunch or Breakfast program are required to comply with the nutritional standards in Education Code 49431-49431.7 and 5 CCR 15500-15501 and 15575-15578 from one-half hour before the school day to one-half hour after it. Schools that participate in the National School Lunch or Breakfast program must comply with the stricter of the nutritional standards in 7 CFR 210.11 and 220.12 and Education Code 49431-49431.7 between midnight before and one-half hour after the end of the school day.

The district shall not enter into or renew a contract for the sale of foods or beverages that do not meet applicable nutritional standards specified in Education Code 49431-49431.7, 5 CCR 15500-15501 or 15575-15578, or 7 CFR 210.11 or 220.12, unless the contract specifies that such sale will occur off campus or outside the time restriction specified in the applicable law.

CSBA NOTE: Pursuant to Education Code 35182.5, the district may not enter into a contract that grants exclusive or nonexclusive sales or advertising for carbonated beverages, non-nutritious beverages, or non-nutritious foods unless the Board holds a public hearing and, as **mandated**, adopts a policy that ensures that internal controls are in place to protect the integrity of public funds, that the funds raised will benefit public education, and that the contracts are entered into on a competitive basis.

Before the district enters into or renews a contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, or non-nutritious foods as defined in law, the Board shall ensure that the district has sufficient internal controls in place to protect the integrity of public funds and to ensure that funds raised as a result of the contract benefit public education. (Education Code 35182.5)

CSBA NOTE: Education Code 35182.5 does not define the term "internal controls." Items #1-2 below are based on suggested "internal controls" as recommended by the California Association of

School Business Officials (CASBO), and should be modified to reflect the specific internal controls developed by the district.

The Superintendent or designee shall develop the district's internal control procedures to protect the integrity of public funds. Such internal controls may include, but not be limited to, the following:

1. Procedures that produce accurate and reliable financial statements and, at the same time, safeguard the assets, financial resources, and integrity of every employee responsible for handling money or property. Control systems shall be systematically evaluated and revised to keep pace with the changing responsibilities of management.
2. Procedures to ensure that district personnel do not handle cash or product at the school site. The contract shall specify that the vendor stock the machines and shall provide cash accounting, along with a check, for district proceeds directly to the control office.

CSBA NOTE: Optional ~~items~~ Items #1-4 below are not required by law, but present additional factors for the Board to consider to help ensure that the funds raised benefit public education in accordance with Education Code 35182.5. The following list should be modified to reflect district practice.

To ensure that funds raised by the contract benefit district schools and students:

1. The Superintendent or designee may invite parents/guardians, students, staff, and interested community members to make recommendations regarding the contract, including recommendations as to how the funds will be spent in a manner that benefits public education.
2. Prior to ratifying the contract, the Board shall designate the specific programs and activities that will be funded by the proceeds of the contract and consider how the contract reflects the district's vision and goals.
3. The contract shall specify that the contractor report, on a quarterly basis, to the Superintendent or designee the number of food items or beverages sold within the district and the amount of money raised by the sales. The Superintendent or designee shall report these amounts to the Board on a regular basis.
4. The Superintendent or designee shall ensure that the contract does not limit the ability of student and parent organizations to plan and operate fundraising activities.

CSBA NOTE: Education Code 35182.5 **mandates** that Board policy to ensure that the contract is entered into on a competitive basis pursuant to Public Contract Code 20111 or through the issuance of a Request for Proposal. Public Contract Code 20111 requires districts to seek competitive bids through advertisements for contracts ~~for~~ or services exceeding an amount specified in law. For a detailed procedure for the bidding of contracts, see AR 3311 - Bids.

Any contract for the sale or advertisement of non-nutritious foods or carbonated or non-nutritious beverages shall be entered into on a competitive bid basis pursuant to Public Contract Code 20111 or through the issuance of a Request for Proposal. (Education Code 35182.5)

CSBA NOTE: Pursuant to Education Code 35182.5, the public hearing required before the district may enter into or renew a contract for non-nutritious foods or carbonated or non-nutritious

beverages may be met through an annual public hearing to review and discuss existing and potential contracts for the sale of foods and beverages on campuses, as provided in Option 1 below. Option 2 is available for districts that prefer to hold a public hearing for the making or renewal of each contract involving non-nutritious foods or beverages.

The Board shall hold an annual public hearing to review and discuss all existing and potential contracts for the sale of foods and beverages on campus, including those sold as full meals or through competitive sales, fundraisers, or vending machines. The Board shall hold a public hearing~~meeting~~ for any contract not discussed at the annual public hearing. (Education Code 35182.5)

The Board shall not enter into or renew any contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, ~~or~~ on non-nutritious foods until parents/guardians, students, and members of the public have had an opportunity to comment on the contract at a public hearing held during a regularly scheduled Board meeting. The Board shall clearly, and in a manner recognizable to the general public, identify in the agenda the contract to be discussed at the meeting. (Education Code 35182.5~~.)~~)

The public hearing shall include, but not be limited to, a discussion of the nutritional value of foods and beverages sold within the district; the availability of fresh fruit, vegetables, and grains in school meals and snacks, including locally grown and organic produce; the amount of fat, sugar, and additives in the foods and beverages discussed; and barriers to student participation in school breakfast and lunch programs. (Education Code 35182.5)

The contract shall be accessible to the public and may not include a confidentiality clause that would prevent the district or a district school from making any part of the contract public. (Education Code 35182.5)

Contracts for Electronic Products or Services

CSBA NOTE: Education Code 35182.5 prohibits districts or schools from entering into contracts for electronic products or services that require dissemination of advertising to students, unless the following conditions are satisfied. This section should be modified to reflect any additional requirements included by the district.

The Board shall not enter into a contract for electronic products or services that requires the dissemination of advertising to students, unless the Board: (Education Code 35182.5)

1. Enters into the contract at a noticed, public hearing of the Board.

2. Makes a finding that the electronic product or service is or would be an integral component of the education of students.
3. Makes a finding that the district cannot afford to provide the electronic product or service unless it contracts to permit dissemination of advertising to students.
4. As part of the district's normal, ongoing communication to parents/guardians, provides written notice that the advertising will be used in the classroom or other learning center.
5. Offers parents/guardians the opportunity to request in writing that their child not be exposed to the program that contains the advertising. A request shall be honored for the school year in which it is submitted, or longer if specified, but may be withdrawn by the parents/guardians at any time.

Contracts for Digital Storage and Maintenance of Student Records

CSBA NOTE: Pursuant to Education Code 49073.1, as added by AB 1584 (Ch. 800, Statutes of 2014), the Board is **mandated** to adopt a policy when the district chooses to enter into a contract with a third party to provide services specified in the following section.

If the district has a contract in effect prior to January 1, 2015, the requirements of Education Code 49073.1 will not become effective until the expiration, amendment, or renewal of the existing contract.

The district may enter into or renew a contract with a third party for the purpose of providing services, including cloud-based services, for the digital storage, management, and retrieval of student records and/or to provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use student records. For these purposes, student records include any information maintained by the district that is directly related to a student and any information acquired directly from the student through the use of instructional software or applications assigned to the student by a teacher or other district employee, and do not include de-identified information. (Education Code 49073.1)

Any such contract shall contain all of the following: (Education Code 49073.1)

1. A statement that student records continue to be the property of and under the control of the district
2. If applicable, a description of the means by which students may retain possession and control of their own student-generated content, as defined in Education Code 49073.1, including options by which a student may transfer student-generated content to a personal account
3. A prohibition against the third party using any information in the student record for any purpose other than those required or specifically permitted by the contract
4. A description of the procedures by which a parent/guardian or a student age 18 years or older may review personally identifiable information in the student's records and correct erroneous information

5. A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of student records
6. A description of the procedures for notifying the affected parent/guardian, or the affected student if age 18 years or older, in the event of an unauthorized disclosure of the student's records
7. A certification that a student's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced, except that these requirements shall not apply to student-generated content if the student chooses to establish or maintain an account with the third party for the purpose of storing that content
8. A description of how the district and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act, 20 USC 1232g
9. A prohibition against the third party using personally identifiable information in student records to engage in targeted advertising

Contracts for Personal Services

CSBA NOTE: The following optional paragraph is applicable when the district chooses to contract for personal services that are currently or customarily performed by its classified employees. Pursuant to Education Code 45103.1, such a contract may be entered into or renewed by the district in order to achieve cost savings, but only if the contract (1) is awarded through a publicized, competitive bidding process; (2) does not result in displacement of district employees (layoff, demotion, involuntary transfer to a new classification, etc.); and (3) meets other specified conditions.

In order to achieve cost savings, the district may enter into or renew a contract for any personal service that is currently or customarily performed by classified employees, if the contract does not displace school district employees and meets other conditions specified in Education Code 45103.1. To enter into or renew such a contract, the Board shall ensure that the district meets the numerous conditions specified in Education Code 45103.1.

CSBA NOTE: Education Code 45103.1 also permits personal service contracts that do not meet the conditions specified in the paragraph above in the circumstances as listed below.

In addition, the district may enter into or renew any contract for personal service without meeting the conditions described above, if any of the following conditions exists: (Education Code 45103.1)

1. The contract is for new district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors;
2. The services contracted are not available within the district, cannot be performed satisfactorily by district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the district;
3. The services are incidental to a contract for the purchase or lease of real or personal property, including, but not be limited to, agreements to service or maintain office

equipment or computers that are leased or rented:

4. The district's policy, administrative, or legal goals and purposes cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary district hiring process:
5. The nature of the work is such that the criteria for emergency appointments, as defined in Education Code 45103.1, apply:
6. The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the district in the location where the services are to be performed:
7. The services are of such an urgent, temporary, or occasional nature that the delay that would result from using the district's regular or ordinary hiring process would frustrate their very purpose:

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 15500	Food sales in elementary schools
5 CCR 15501	Food sales in high schools and junior high schools
5 CCR 15575-15578	Requirements for foods and beverages outside the federal meals program
Ed. Code 14505	Provisions required in contracts for audits
Ed. Code 17250.10-17250.55	Design-build contracts
Ed. Code 17595-17606	Contracts
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 35182.5	Contracts for advertising
Ed. Code 45103.1	Personal services contracts
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 49073.1	Contract requirements for digital storage, maintenance, and retrieval of student records
Ed. Code 49431-49431.7	Nutritional standards
Gov. Code 12990	Nondiscrimination and compliance employment programs

Gov. Code 53260	Contract provision re maximum cash settlement
Gov. Code 53262	Employment contracts
Gov. Code 84308	Campaign disclosure
Lab. Code 1775	Penalties for violations
Lab. Code 1810-1813	Working hours
Pub. Cont. Code 20104.50	Timely progress payments
Pub. Cont. Code 20111	Contracts over \$50,000; contracts for construction; award to lowest responsible bidder
Pub. Cont. Code 22300	Performance retentions
Pub. Cont. Code 4100-4114	Subletting and subcontracting fair practices
Pub. Cont. Code 6102	Awarding of contracts
Pub. Cont. Code 7104	Contracts for excavations; discovery of hazardous waste
Pub. Cont. Code 7106	Noncollusion affidavit

Federal

20 USC 1232g	Description Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
7 CFR 210.1-210.31	National School Lunch Program
7 CFR 220.1-220.21	National School Breakfast Program

Management Resources

CSBA Publication	Description Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2005
CSBA Publication	Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006
Website	CSBA District and County Office of Education Legal Services
Website	CSBA
Website	California Association of School Business Officials

Cross References

Code	Description
0100	Philosophy
0200	Goals For The School District
0440	District Technology Plan

0440	District Technology Plan
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1230	School-Connected Organizations
1230	School-Connected Organizations
1321	Solicitation Of Funds From And By Students
1321	Solicitation Of Funds From And By Students
1325	Advertising And Promotion
1340	Access To District Records
1340	Access To District Records
1700	Relations Between Private Industry And The Schools
2121	Superintendent's Contract
3000	Concepts And Roles
3100	Budget
3100	Budget
3230	Federal Grant Funds
3230	Federal Grant Funds
3290	Gifts, Grants And Bequests
3300	Expenditures And Purchases
3311	Bids
3311	Bids
3311.1	Uniform Public Construction Cost Accounting Procedures
3311.1	Uniform Public Construction Cost Accounting Procedures
3311.2	Lease-Leaseback Contracts
3311.3	Design-Build Contracts
3311.4	Procurement Of Technological Equipment
3314	Payment For Goods And Services
3314	Payment For Goods And Services
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3460	Financial Reports And Accountability

3460	Financial Reports And Accountability
3470	Debt Issuance And Management
3511.1	Integrated Waste Management
3511.1	Integrated Waste Management
3540	Transportation
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E(1)	Nutrition Program Compliance
3600	Consultants
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4112.23	Special Education Staff
4112.4	Health Examinations
4132	Publication Or Creation Of Materials
4200	Classified Personnel
4200	Classified Personnel
4212.4	Health Examinations
4232	Publication Or Creation Of Materials
4312.1	Contracts
4312.4	Health Examinations
4332	Publication Or Creation Of Materials
5030	Student Wellness
5125	Student Records
5125	Student Records
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148	Child Care And Development
5148	Child Care And Development

6162.6	Use Of Copyrighted Materials
6162.6	Use Of Copyrighted Materials
7140	Architectural And Engineering Services
7140	Architectural And Engineering Services
9000	Role Of The Board
9124	Attorney
9320	Meetings And Notices
9322	Agenda/Meeting Materials
9323	Meeting Conduct

Policy 3460: Financial Reports And Accountability

Status: ADOPTED

Original Adopted Date: 11/01/2004 | **Last Revised Date:** ~~12/09/01/2022~~2023 | **Last Reviewed Date:** ~~12/09/01/2022~~2023

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 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). The Superintendent or designee shall establish a system of ongoing internal controls to ensure the reliability of financial reporting.

When required by law or as directed by 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 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 without breaking any applicable submission deadline.

CSBA NOTE: The Fiscal Crisis and Management Assistance Team (FCMAT) is an independent entity ~~created~~ whose primary mission is to help districts identify, prevent, and resolve financial, operational, and data management challenges, including assisting districts to avert fiscal insolvency ~~and to provide,~~ providing districts with fiscal management assistance. ~~In August 2019, FCMAT revised the 15 identified predictors of fiscal distress common in districts needing state intervention,~~ and creating efficient organizational operations. According to FCMAT's, "Indicators of Risk or Potential Insolvency for K-12 Local Education Agencies," the indicators of risk or potential insolvency include, ~~but are not limited to,~~ conditions related to unreliable budget development, insufficient budget monitoring 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, decreasing fund balance and reserve for economic uncertainty, ineffective internal controls and fraud prevention, breakdown in leadership and

communication, lack of multiyear planning, inattention to non-voter-approved debt and risk management, lack of position control, and other issues of concern.

In reviewing the district's budget (see AR 3100 - Budget), the County Superintendent of Schools is required by Education Code 42127 and 42127.6 to consider 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; see BP/AR 3100 - Budget. 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 is required to investigate whether the district may be unable to meet the current year's or two subsequent fiscal 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 take action to 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 provide the district with needed advice or fiscal 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 is required to receive testimony from parents/guardians, exclusive representatives of employees of the district, and other community members. Any district that receives such an apportionment 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, the County Superintendent, who is required to appoint, with concurrence from the Superintendent of Public Instruction (SPI) and President of the State Board of Education (SBE), or the President's designee, an administrator to exercise the authority.

If the district is facing fiscal insolvency, the Board may consider applying to the state for an emergency apportionment that exceeds 200 percent of the district's recommended reserve. Before applying for such emergency apportionment, the Board shall discuss, at a regular or special meeting, the need for an emergency apportionment and receive testimony regarding the apportionment from parents/guardians, the exclusive representatives of employees of the district, and other members of the community. (Education Code 41326)

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 Code 42132; Government Code 7910)

Interim Reports/Certification of Ability to Meet Fiscal Obligations

CSBA NOTE: Education Code 42130 requires that the district issue two interim reports, as described below, based on the criteria and standards for fiscal stability 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.

Each fiscal year, the Superintendent or designee shall submit two interim reports to the Board. The first report shall cover the district's financial and budgetary status for the period ending October 31 and the second report shall cover the period ending January 31. 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, 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. 1. "Positive certification" indicating that the district will meet its financial obligations for the current fiscal year and two subsequent fiscal years
2. 2. "Qualified certification" indicating that the district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years
3. 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)~~ SPI. 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 downgrade the district's positive certification to qualified or negative or 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 comments on the certification to the State Controller and the SPI and report any remedial action proposed or taken under the authority granted 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 the financial problems; (2) conduct a study of the district's financial and budgetary conditions 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 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 percentage of provision of highly qualified teachers, and extent of teacher misassignment. 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 "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. (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, that the district's budget does not comply with criteria and standards for fiscal stability adopted by the SBE, to conduct a comprehensive review of the district's financial and budgetary conditions and, if such a review is conducted, requires the County Superintendent to report the findings to the Board at a public meeting. According to FCMAT's "Fiscal Oversight Guide," the County Superintendent must exercise this authority when the district receives a negative certification and is authorized to do so when the district receives a qualified certification. After receiving the report, the Board is required to respond to the recommendations within 15 days.

If at any time during the fiscal year, 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 financial and budgetary conditions, the Board shall review any report of the County 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 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 Board and the County Superintendent if the district has a disapproved budget, has received a negative certification on any budget or interim 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.

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.

Except when, as determined by the Education Audits Appeal Panel, no otherwise eligible auditor is available, a public accounting firm whose lead or coordinating audit partner having primary responsibility for the audit or 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. 1. Make recommendations regarding the selection of the external independent auditor in accordance with Education Code 41020 and 41020.5
2. 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. 3. Review the results of the audit and participate with the independent auditor and management in preparing final recommendations and responses

4. 4. Participate with the independent auditor in presenting the audit report to the Board
5. 5. Review Board policies and administrative regulations to recommend any revisions needed to ensure effective financial reporting
6. 6. Provide input on the effectiveness of the independent auditor
7. 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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Policy Reference Disclaimer:

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State	Description
2 CCR 1859.104	Leroy F. Greene School Facilities Program; reporting requirements
5 CCR 15060	Standardized account code structure
5 CCR 15070	Submission of reports using standardized account code structure
5 CCR 15440-15451	Criteria and standards for school district budgets
5 CCR 15453-15464	Criteria and standards for school district interim reports
5 CCR 19810-19816 <u>19826.1</u>	Audits
Ed. Code 1240	County superintendent of schools; duties
Ed. Code 14500-14508	Financial and compliance audits
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act
Ed. Code 17150-17150.1	Public disclosure of non-voter-approved debt
Ed. Code 17170-17199. <u>56</u>	California School Finance Authority
Ed. Code 33127	Standards and criteria for local budgets and expenditures
Ed. Code 33128	Standards and criteria; inclusions
Ed. Code 33129	Standards and criteria; use by local agencies
Ed. Code 35035	Powers and duties of the superintendent; transfer authority

Ed. Code 41010-41024	Accounting system and audits
Ed. Code 41326 <u>41320-41322</u>	Emergency apportionments
<u>Ed. Code 41325-41329</u>	<u>Conditions on emergency apportionments</u>
Ed. Code 41344	Repayment of apportionment significant audit exceptions
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 42122-42129	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.	Indicators of Risk or Potential Insolvency For K-12 Local Education Agencies
Fiscal Crisis & Management Assistance Team Pub.	Fiscal Oversight Guide for AB 1200, AB 2756, AB 1840 and Related Legislation, September 2021
Governmental Accounting Standards Board Statement	Statement 87, Leases, June 2017

Governmental Accounting Standards Board Statement	Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March February 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
Education Audit Appeals Panel Publication	Guide for Annual Audits of K-12 Local Educational Agencies and State Compliance Reporting
Office of Attorney General Publication	Guidance Regarding Laws Governing School Closures and Best Practices for Implementation in California, April 2023
State Controller Publication	Standards and Procedures for Audits of California K-12 Local Educational Agencies
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
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Policy 3551: Food Service Operations/Cafeteria Fund

Status: ADOPTED

Original Adopted Date: 03/01/2018 | **Last Revised Date:** 06/09/01/20222023 | **Last Reviewed Date:** 06/09/01/20222023

CSBA NOTE: The following **conditionally mandated** policy may be revised to reflect district practice. Pursuant to U.S. Department of Agriculture's (USDA) Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773) are **mandated** to adopt policy addressing meal charges; see the section "Meal Sales" below and the accompanying administrative regulation. However, with the establishment of the California Universal Meal Program pursuant to Education Code 49501.5, as added by AB 130 (Ch. 44, Statutes of 2021), all public schools in California must provide free of charge, a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free or reduced-price meal eligibility status. ~~Consequently, certain program requirements may no longer be applicable.~~ Consequently, certain program requirements may no longer be applicable. For example, the California Department of Education (CDE) which, by law, provides guidance and oversight on the use of federal funding in nutrition programs, clarifies in Nutrition Services Division Management Bulletin SNP-04-2023 that districts that operate a non-pricing program such as the California Universal Meals Program, the Community Eligibility Program, or Provision 2 at all sites are not required to establish a meal charge policy because no students are charged for meals.

In view of the potential conflict between the federal requirement and CDE guidance, it is recommended that districts adopt this policy and accompanying administrative regulation which addresses meal charges, even if the district operates a non-pricing program such as the California Universal Meals Program. Districts with questions about meal charge policies should consult CSBA's District and County Offices of Education or district legal counsel.

Pursuant to 7 CFR 210.9, 210.14, and 220.7, districts participating in the National School Lunch and/or Breakfast program must maintain a nonprofit school food service program. Revenues received through the program may be used for the operation or improvement of the food service program, but not to purchase land or buildings unless otherwise approved by USDA's Food and Nutrition Services, or to construct buildings. Authorized expenditures are specified in Education Code 38101 and defined in the California Department of Education's (CDE) CDE's, "California School Accounting Manual."

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

CSBA NOTE: The following paragraph is for use by districts that participate in the National School Lunch and/or Breakfast Program and may be adapted for use by other districts. Pursuant to 42 USC 1776 and 7 CFR 210.30, USDA has established minimum professional standards for food service directors and granted CDE the authority to adopt more flexible standards for districts with average daily attendance of less than 2,500. See CDE's Nutrition Services Division Management Bulletin SNP-13-2020 for updated information about state hiring standards.

The Superintendent or designee shall ensure that food service director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

CSBA NOTE: The following paragraph is for use by districts participating in the National School Lunch and/or Breakfast Program. Pursuant to 42 USC 1776, such districts must ensure that food service personnel and other appropriate personnel who conduct or oversee administrative procedures receive training, at least once each year, on food service administrative practices (i.e., training in application, certification, verification, meal counting, and meal claiming procedures). In addition, all food service personnel are required to receive annual training that is designed to improve the accuracy of approvals for free and reduced-price meals and the identification of reimbursable meals at the point of service and to ensure program compliance and integrity. Food service personnel must obtain certification on an annual basis to demonstrate competence in the training. Such training is required to include modules on nutrition, health and food safety standards and methodologies, and any other appropriate topics as determined by the U.S. Secretary of Agriculture. See CDE's ~~web site~~[website](#) for online training that meets these requirements.

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by CDE. (42 USC 1776)

Meal Sales

CSBA NOTE: ~~Commencing~~[In accordance](#) with the 2022-23 school year, [Education Code 49501.5](#), each district is required; pursuant to [Education Code 49501.5](#), as added by [AB 130](#), to provide a nutritionally adequate breakfast and lunch free of charge; to any student who requests a meal, regardless of the student's eligibility for participation in the federal free or reduced-price meal program. Consequently, only nonprogram foods may be sold to students. For further information, see BP 3553 - Free and Reduced Price Meals.

[Pursuant to Education Code 49495, as added by AB 558 \(Ch. 905, Statutes of 2022\), CDE has developed guidance, "Breakfast and Snacks for Nonschoolaged Children," available on its website, which provides information on the allowability and options for offering nonschoolaged children breakfast or a morning snack at a school site.](#)

Any student who requests a meal shall be served a nutritionally adequate breakfast and lunch free of charge, each school day. (Education Code 49501.5)

As permitted by law, additional or second meals, adult meals, and other nonprogram foods, such as smart snack compliant food and beverages sold in vending machines, may be sold to students. (Education Code 38082, 49501.5)

Meals may be sold to district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

CSBA NOTE: Pursuant to Education Code 38082, the Governing Board is authorized to adopt a resolution to permit the serving of meals to individuals and organizations other than those specified in the preceding paragraph. CDE's Nutrition Services Division Management Bulletin SNP-04-2021 states that funds from the National School Lunch or Breakfast Program may not be used to serve any nonstudent, [that the price of an adult meal must fully cover all costs incurred in the production of the meal, including USDA Food fair market value, and that the common practice of 50 cent markup method to price adult meals may not be in compliance with USDA FNS instruction.](#) The following optional paragraph is for districts that have adopted such a resolution and should be revised to reflect district practice.

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are authorized by the Superintendent or designee to be on

campus. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

CSBA NOTE: Pursuant to Education Code 38084, the district may determine meal prices consistent with the goal of paying the costs of maintaining the cafeterias (exclusive of the costs of housing and equipping cafeterias or other costs determined by Board resolution, which are paid from district funds other than the cafeteria fund, pursuant to Education Code 38100).

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760.

CSBA NOTE: Pursuant to USDA Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program are **mandated** to have a written and clearly communicated meal charge policy. See the accompanying administrative regulation for additional language fulfilling this mandate.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments. Such procedures shall conform with 2 CFR 200.426 and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5.

Cafeteria Fund and Account

CSBA NOTE: Pursuant to Education Code 38090, money received for the sale of food or for any services performed by the cafeterias may be paid into the county treasury to the credit of a "cafeteria fund" for the district.

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. 2 CFR Part 200, Appendix VII and [USDA's guidance, "Indirect Costs: Guidance for State Agencies and School Food Authorities,"](#) [USDA Memorandum SP60-2016](#) provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Also see the accompanying administrative regulation.

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and for reasonable and necessary indirect program costs as allowed by law.

CSBA NOTE: Education Code 38103 allows the Board, at its discretion and with the approval of the County Superintendent of Schools who is responsible for a countywide payroll/retirement system under Education Code 42646, to have wages, salaries, and benefits of food service employees paid either from the district's general fund (Option 1 below) or from the district's cafeteria fund (Option 2).



The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

Contracts with Outside Services

CSBA NOTE: The following section is optional. Pursuant to Education Code 45103.5, the district is authorized to contract for consulting services related to food service management. Education Code 45103.5, 42 USC 1758, and 7 CFR 210.16 authorize a district, under specified conditions, and with approval of CDE, to contract with a food service management company to manage food service operations in any district school. See the accompanying administrative regulation for related requirements.

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

Procurement of Foods, Equipment and Supplies

CSBA NOTE: The following two paragraphs reflect requirements for districts participating in the National School Lunch and/or Breakfast Program.

Pursuant to 7 CFR 210.21, districts are required to comply with all requirements for purchasing commercial food products served in the school meal programs, including those outlined in the Buy American provision. USDA's Memorandum SP 38-2017 clarifies that a district participating in the National School Lunch and/or Breakfast Program or any entity purchasing food on its behalf must, to the maximum extent practicable, purchase domestically grown and processed foods, as defined. According to the Memorandum, a domestic commodity or product is deemed to be "substantially using" domestic agricultural commodities when over 51 percent of the final processed product consists of agricultural commodities produced in the United States. Districts should include a Buy American clause in all product specifications, solicitations, purchase orders, and any other procurement documents to ensure contractors are aware of this requirement.

Limited exceptions to the Buy American requirement are described in USDA's Memorandum SP 38-2017. If the district is using one of these exceptions, it must maintain documentation justifying the exception(s).

Pursuant to Education Code 49563, CDE is required to make resources, requirements, and best practices related to the Buy American provision has made information available on its web site and to provide districts with related USDA guidance or regulations as updates are issued. website; see the, "Buy American Provision," section in, "Procurement in the CNPs Frequently Asked Questions".

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

CSBA NOTE: Pursuant to Food and Agriculture Code 58596.3, as added by SB 490 (Ch. 602, Statutes of 2022), commencing on January 1, 2024, districts participating in the National School Lunch and/or Breakfast Program, except those with annual reimbursement of less than \$1,000,000, are also required to comply with the requirements specified in the following paragraph.

When soliciting for bids and contracts for the purchase of an agricultural food product, the district shall specify in the solicitation that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless a specific exception applies. A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, ~~or when competitive bids reveal the costs~~ quality of a ~~United States~~ the domestic product are significantly higher than is inferior to the quality of the nondomestic product, or the bid or price of the nondomestic product is more than 25 percent lower than the bid or price of the domestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception:

Furthermore, for three years from the date of purchase. (Food and Agriculture Code 58596.3)

CSBA NOTE: The following paragraph applies to all districts, whether or not they participate in the National School Lunch or Breakfast Program. Food and Agriculture Code 58595, as amended by AB 778 (Ch. 576, Statutes of 2022), requires a district shall to accept a bid or price for an agricultural food product grown in California before accepting a bid or price for an ~~a~~ domestic agricultural food product that is grown outside the state, when the conditions specified below are met.]

Furthermore, the district shall accept a bid or price for an agricultural food product grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a ~~for~~ domestic product produced outside the state. (Food and Agriculture Code 58595)

CSBA NOTE: Pursuant to Public Contract Code 20111, districts participating in a federally funded child nutrition program, such as the National School Lunch and/or Breakfast Program, must comply with the federal procurement standards of 2 CFR 200.318-200.326 in regard to bid solicitations and awards. Also see BP/AR 3230 - Federal Grant Funds. Districts that do not participate in such a program may revise the following paragraph.

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

CSBA NOTE: The following paragraph is for use by districts that have one or more schools participating in the National School Lunch Program, School Breakfast Program, Seamless Summer Feeding Option, and/or other federal meal program. The state monitoring process (the Administrative Review) includes a review of district compliance with requirements for federal meal programs, including a review of resource management in the food service program as provided in

the following paragraph. The CDE performs an ~~Administrative Review~~ [administrative review](#) of participating districts every three years. See CDE's nutrition services ~~web site~~ [website](#) for a current list of documents that may be requested for the review.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by CDE to ensure compliance of the district's food service program with federal requirements.

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 15550-15565	School lunch and breakfast programs
12 CCR 18928-18998.4	Short-lived climate pollutants
Ed. Code 38080-38086	School meals
Ed. Code 38090-38095	Cafeterias; funds and accounts
Ed. Code 38100-38103	Cafeterias; allocation of charges
Ed. Code 42646	Alternate payroll procedure
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49500-49505	School meals
Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 49554	Contract for services
Ed. Code 49580-49581	Food recovery program
F&A Code 58595	Preference for California-grown agricultural products
F&A Code 58596.1-58596.5	Buy American Food Act; purchase of nondomestic agricultural food products
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements
Pub. Cont. Code 2000-2002	Responsive bidders
Pub. Cont. Code 20111	Contracts over \$50,000; contracts for construction; award to lowest responsible bidder
Pub. Cont. Code 3410	U.S. produce and processed foods
Federal	Description

2 CFR 200	Appendix VII Indirect cost proposals
2 CFR 200.318-200.326	Procurement standards
2 CFR 200.400-200.475	Cost principles
2 CFR 200.56	Indirect costs; definition
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.31	National School Lunch Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 220.1-220.21	National School Breakfast Program
7 CFR 220.1-220.22	National School Breakfast Program
7 CFR 245.8	Nondiscrimination practices for students eligible for free and reduced price meal and free milk
7 CFR 250.1-250.70	USDA foods

Management Resources

Description

CA Department of Education Publication	California School Accounting Manual (https://www.cde.ca.gov/fg/ac/sa/)
California Department of Education Publication	Pricing of Adult Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, SNP-04-2021, August 2021 (https://www.cde.ca.gov/ls/nu/sn/mbsnp042021.asp)
California Department of Education Publication	Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015 (https://www.cde.ca.gov/ls/nu/sn/mbsnp132015.asp)
California Department of Education Publication	Cafeteria Funds— — Allowable Uses, NSD Management Bulletin, NSD -SNP-05-2020, February 2020 (https://www.cde.ca.gov/ls/nu/sn/mbsnp052020.asp)
California Department of Education Publication	Excess Net Cash Resources – Revised to Increase Limitation, NSD Management Bulletin, SNP-04-2022, May 2022 (https://www.cde.ca.gov/ls/nu/sn/mbsnp042022.asp)
California Department of Education Publication	Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-04-2023, July 2023 (https://www.cde.ca.gov/ls/nu/sn/mbsnp042023.asp)
California Department of Education Publication	Food Service Management Company Contract Preapproval, NSD Management Bulletin, SNP-05-2023, March 2023 (https://www.cde.ca.gov/ls/nu/sn/mbsnp052523.asp)

California Department of Education <u>Social Services</u> Publication	Food Distribution Program Administrative Manual (https://www.cdss.ca.gov/cacfp/resources/cacfp-administrative-manual)
California Department of Education Publication	Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018 (https://www.cde.ca.gov/ls/nu/fd/mbfdp012018.asp)
<u>U.S. Department of Agriculture Publication</u>	<u>Procuring Local Foods for Child Nutrition Programs, January 2022</u> (https://www.fns.usda.gov/f2s/procuring-local-foods)
U.S. Department of Agriculture Publication	Indirect Costs: Guidance for State Agencies and School Food Authorities, SP 60-2016, September 2016 (https://www.fns.usda.gov/cn/indirect-cost-guidance)
<u>U.S. Department of Agriculture Publication</u>	<u>Buy American and the Agriculture Improvement Act of 2018, SP-32-2019, August 2019</u> (https://www.fns.usda.gov/cn/buy-american-and-agriculture-improvement-act)
U.S. Department of Agriculture Publication	Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP-38-2017, June 2017 (https://www.fns.usda.gov/nslp/compliance-enforcement-buy-american)
U.S. Department of Agriculture Publication	Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014 (https://www.fns.usda.gov/cn/discretionary-elimination-reduced-price-charges-school-meal-programs)
U.S. Department of Agriculture Publication	Unpaid Meal Charges: Local Meal Charge Policies, SP-46-2016, July 2016 (https://www.fns.usda.gov/cn/unpaid-meal-charges-local-meal-charge-policies)
U.S. Dept of Agriculture Publication	School Meals – FAQs (https://www.fns.usda.gov/cn/school-meals-faqs)
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	California Department of Education, Nutrition Services Division
<u>Website</u>	<u>California Department of Education, Accounting</u> (https://www.cde.ca.gov/fg/ac/)
<u>Website</u>	<u>CalRecycle, Resources for Local Education Agencies: K-12 Public Schools and School Districts</u> (https://calrecycle.ca.gov/organics/slcp/schools/)
Website	California School Nutrition Association

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities

1113	District And School Websites
1113	District And School Websites
1113-E(1)	District And School Websites
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1340	Access To District Records
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3553	Free And Reduced Price Meals

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3554	Other Food Sales
3555	Nutrition Program Compliance
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3580	District Records
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4112.4	Health Examinations
4212	Appointment And Conditions Of Employment
4212.4	Health Examinations
4231	Staff Development
4312.4	Health Examinations
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5030	Student Wellness
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications

Regulation 3551: Food Service Operations/Cafeteria Fund

Status: ADOPTED

Original Adopted Date: 03/01/2018 | **Last Revised Date:** 06/09/01/20222023 | **Last Reviewed Date:** 06/09/01/20222023

CSBA NOTE: With the establishment of the California Universal Meal Program pursuant to Education Code 49501.5, as added by AB 130 (Ch. 44, Statutes of 2021), all public schools in California must provide free of charge, a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free or reduced-price meal eligibility status. To receive state reimbursement for the two meals, districts must participate in both the National School Lunch Program and the School Breakfast Program and comply with the requirement to have a written and clearly communicated meal charge policy as **mandated** pursuant to U.S. Department of Agriculture's (USDA) Memorandum SP 46-2016. However, some requirements of the National School Lunch Program and/or School Breakfast Program are no longer applicable.

The California Department of Education's (CDE) Nutrition Services Division Management Bulletin SNP-04-2023 clarifies that districts that operate a non-pricing program such as the California Universal Meals Program, the Community Eligibility Program, or Provision 2 at all sites are not required to establish a meal charge policy because no students are charged for meals. However, if any school in the district charges for meals because it does not only operate a non-pricing program at all sites, the district is mandated to adopt and communicate a meal charge policy.

In view of the potential conflict between the federal requirement and CDE guidance, it is recommended that districts adopt this administrative regulation and accompanying Board policy which addresses meal charges, even if the district operates a non-pricing program such as the California Universal Meals Program. Districts with questions about meal charge policies should consult CSBA's District and County Offices of Education or district legal counsel.

The district may revise the following paragraphs accordingly.

Payments for Meals

The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

At the beginning of the school year, the Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of eligibility forms at the start of the school year
4. Posting the policy on the district's ~~web site~~ website

Reimbursement Claims

CSBA NOTE: To streamline administration of state and federal meal programs, the California Department of Education (CDE) CSBA NOTE: Pursuant to Education Code 49501.5, as amended by SB 114 (Ch. 48, Statutes of 2023), CDE is required to provide state meal reimbursement to districts that participate in, and meet the requirements of, the federal School Breakfast Program and National School Lunch Program, and any applicable state laws or regulations, for reduced-price and paid meals served to students. For additional information on California's Universal Meals Program, see BP/AR 3550 – Food Service/Child Nutrition Program and BP/AR 3553 – Free and Reduced Price Meals.

To streamline administration of state and federal meal programs, CDE has developed an online Child Nutrition Information and Payment System which must be used to submit reimbursement claims and to submit and track the status of applications and USDA food requests.

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free and reduced-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to the California Department of Education (CDE) using the online Child Nutrition Information and Payment System.

Donation of Leftover Food

~~To~~The District shall take steps to minimize food waste and reduce food insecurity; in district schools. (Health and Safety Code 114079)

CSBA NOTE: Beginning January 1, 2024, districts with an on-site food facility, such as a school cafeteria, are required to donate edible food that would otherwise be thrown away to a food recovery organization, unless the district demonstrates the existence of extraordinary circumstances beyond its control that makes such compliance impracticable. Additionally, pursuant to 14 CCR 18995.1 and 18995.4, beginning January 1, 2024, districts with an on-site food facility will be inspected by the governmental entity that provides solid waste collection services regarding its edible food recovery program and may be issued a Notice of Violation for noncompliance. If a Notice of Violation is issued, compliance is required within 60 days, unless extended by the enforcing agency because compliance is impracticable due to extenuating circumstances, as specified in 14 CCR 18991.3. For more information regarding organic waste reduction requirements, including a model edible food recovery agreement, see CalRecycle's, "Resources for Local Education Agencies: K-12 Public Schools and School Districts," available on its website. Also see BP/AR 3511.1 -- Integrated Waste Management for additional requirements related to waste diversion and recovery.

The Superintendent or designee shall arrange to recover the maximum amount of edible food that would otherwise be disposed for donation to a local food recovery organization. (14 CCR 18991.3)

The district may also provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce that complies with Health and Safety Code 113992, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a

cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

The Superintendent or designee shall maintain records related to edible food recovery including a list of each food recovery service or organization that collects or receives the district's edible food, contact information for the service or organization, the types of food, frequency, and quantity that will be collected or hauled by the district, and a copy of contracts or written agreements between the district and food recovery services or organizations. (14 CCR 18991.4)

Cafeteria Fund and Account

CSBA NOTE: Education Code 38093 authorizes the Governing Board to establish one or more cafeteria revolving accounts to be treated as revolving cash accounts of the cafeteria fund.

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. (Education Code 38090, 38093)

CSBA NOTE: Education Code 38101 permits a district, with approval from CDE, to utilize cafeteria funds to pay for the purchase of a mobile food facility. However, if the district uses federal reimbursements from any of the federal child nutrition programs for such purchase, the mobile food facility shall only be used to support the administration of those federal programs. Mobile food facilities used for any purposes other than to support the administration of federal child nutrition programs shall not be purchased with cafeteria funds.

The cafeteria fund shall be used only for those expenditures authorized by the Governing Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

CSBA NOTE: The following paragraph is optional. By law, cafeteria funds may be used for the operation and improvement of school food services. For example, pursuant to Education Code 49550.5, districts may use cafeteria funds to supplement the cost of providing universal breakfast provided they submit the required certification to CDE.

The district may use cafeteria funds to supplement the provision of a nutritionally adequate breakfast and/or lunch to district students when permitted by law.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the purpose of and basis for the expenditure. (Education Code 38101)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. 2 CFR Part 200 Appendix VII and USDA's guidance, "SP 60-2016," and CDE's website, "[Frequently Asked Questions about Indirect Costs: Guidance for State Agencies and School Food Authorities](#)," provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Indirect costs are those that are incurred for the benefit of multiple programs or objectives and typically support administrative overhead functions (e.g., accounting, payroll, purchasing, utilities, janitorial services). Each program or objective that benefits from the indirect cost bears a commensurate portion of the cost. Costs may be charged to the nonprofit food service account only if properly documented.

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate as approved by CDE or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

CSBA NOTE: Pursuant to 7 CFR 210.14 and 220.7, net cash resources (i.e., all monies that have accrued to the nonprofit school food service at any given time, less cash payable) should not

exceed three months' average expenditures- or such other amount as may be approved by CDE. If there is a surplus, then according to USDA's guidance, "Indirect Costs: Guidance for State Agencies and School Food Authorities," the district must lower the price of paid lunches, improve food quality, or make other improvements to school meal operations. CDE's Nutrition Services Division Management Bulletin ~~NSD-SNP-07-2013~~ NSD-SNP-04-2022 states that in an effort to provide flexibility to districts affected by various natural disasters and recovery from the COVID-19 pandemic, CDE may approve a district's has increased the excess net cash resources in an amount greater than three months' limitation to six months' average operating expenditures if the district has a spending plan for the excess funds in place with the Nutrition Services Division.

Net cash resources in the nonprofit school food service shall not exceed ~~three~~six months' average expenditures. (7 CFR 210.14, 220.7)

U.S. Department of Agriculture Foods

CSBA NOTE: The following optional section is for use by districts that participate in the National School Lunch Program and receive foods from USDA pursuant to 42 USC 1755 and 7 CFR 250.1-250.70. CDE is responsible for ordering and distributing USDA foods for use in California schools.

The district shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. Such storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The district shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections. (7 CFR 250.14)

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

Contracts with Outside Services

CSBA NOTE: The following optional section is for use by districts that contract for food service management services pursuant to Education Code 49554, 42 USC 1758, or 7 CFR 210.16 or consulting services pursuant to Education Code 45103.5, and should be modified to reflect the type(s) of contracts the district maintains; see the accompanying Board policy.

Pursuant to CDE's Nutrition Services Division Management Bulletin SNP-05-2023, a district that participates in the School Nutrition Programs must obtain prior CDE approval for all food service management company Request for Proposals, Invitation for Bids, proposed contracts, contracts, and contract amendments. Districts currently using, or planning to use, the services of a food service management company must conduct a competitive procurement process. CDE suggests districts submit their bid solicitation documents in January, or at least 120 days prior to the anticipated contract execution date, whichever comes first. See AR 3311 – Bids for additional information on bidding requirements.

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

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 15550-15565	School lunch and breakfast programs
<u>12 CCR 18928-18998.4</u>	<u>Short-lived climate pollutants</u>
Ed. Code 38080-38086	School meals
Ed. Code 38090-38095	Cafeterias; funds and accounts
Ed. Code 38100-38103	Cafeterias; allocation of charges
Ed. Code 42646	Alternate payroll procedure
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49500-49505	School meals
Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 49554	Contract for services
Ed. Code 49580-49581	Food recovery program
F&A Code 58595	Preference for California-grown agricultural products
<u>F&A Code 58596.1-58596.5</u>	<u>Buy American Food Act; purchase of nondomestic agricultural food products</u>
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements

Pub. Cont. Code 2000-2002	Responsive bidders
Pub. Cont. Code 20111	Contracts over \$50,000; contracts for construction; award to lowest responsible bidder
<u>Pub. Cont. Code 3410</u>	<u>U.S. produce and processed foods</u>
Federal	Description
2 CFR 200	Appendix VII Indirect cost proposals
2 CFR 200.318-200.326	Procurement standards
2 CFR 200.400-200.475	Cost principles
2 CFR 200.56	Indirect costs; definition
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.31	National School Lunch Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 220.1-220.21	National School Breakfast Program
7 CFR 220.1-220.22	National School Breakfast Program
7 CFR 245.8	Nondiscrimination practices for students eligible for free and reduced price meal and free milk
7 CFR 250.1-250.70	USDA foods
Management Resources	Description
CA Department of Education Publication	California School Accounting Manual (https://www.cde.ca.gov/fg/ac/sa/)
California Department of Education Publication	Pricing of Adult Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, SNP-04-2021, August 2021 (https://www.cde.ca.gov/ls/nu/sn/mbsnp042021.asp)
California Department of Education Publication	Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015 (https://www.cde.ca.gov/ls/nu/sn/mbsnp132015.asp)
California Department of Education Publication	Cafeteria Funds—Allowable Uses, NSD Management Bulletin, NSD-SNP-05-2020, February 2020 (https://www.cde.ca.gov/ls/nu/sn/mbsnp052020.asp)
<u>California Department of Education Publication</u>	<u>Excess Net Cash Resources – Revised to Increase Limitation, NSD Management Bulletin, SNP-04-2022, May 2022</u> (https://www.cde.ca.gov/ls/nu/sn/mbsnp042022.asp)
<u>California Department of Education Publication</u>	<u>Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin,</u>

	SNP-04-2023, July 2023 (https://www.cde.ca.gov/ls/nu/sn/mbsnp042023.asp)
California Department of Education Publication	Food Service Management Company Contract Preapproval, NSD Management Bulletin, SNP-05-2023, March 2023 (https://www.cde.ca.gov/ls/nu/sn/mbsnp052523.asp)
California Department of Education Social Services Publication	Food Distribution Program Administrative Manual (https://www.cdss.ca.gov/cacfp/resources/cacfp-administrative-manual)
California Department of Education Publication	Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018 (https://www.cde.ca.gov/ls/nu/fd/mbfdp012018.asp)
U.S. Department of Agriculture Publication	Procuring Local Foods for Child Nutrition Programs, January 2022 (https://www.fns.usda.gov/f2s/procuring-local-foods)
U.S. Department of Agriculture Publication	Indirect Costs: Guidance for State Agencies and School Food Authorities, SP 60-2016, September 2016 (https://www.fns.usda.gov/cn/indirect-cost-guidance)
U.S. Department of Agriculture Publication	Buy American and the Agriculture Improvement Act of 2018, SP-32-2019, August 2019 (https://www.fns.usda.gov/cn/buy-american-and-agriculture-improvement-act)
U.S. Department of Agriculture Publication	Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP-38-2017, June 2017 (https://www.fns.usda.gov/nslp/compliance-enforcement-buy-american)
U.S. Department of Agriculture Publication	Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014 (https://www.fns.usda.gov/cn/discretionary-elimination-reduced-price-charges-school-meal-programs)
U.S. Department of Agriculture Publication	Unpaid Meal Charges: Local Meal Charge Policies, SP-46-2016, July 2016 (https://www.fns.usda.gov/cn/unpaid-meal-charges-local-meal-charge-policies)
U.S. Dept of Agriculture Publication	School Meals – FAQs (https://www.fns.usda.gov/cn/school-meals-faqs)
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	California Department of Education, Nutrition Services Division
Website	California Department of Education, Accounting (https://www.cde.ca.gov/fg/ac/)
Website	CalRecycle, Resources for Local Education Agencies: K-12 Public Schools and School Districts (https://calrecycle.ca.gov/organics/slcp/schools/)

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
1113	District And School Websites
1113	District And School Websites
1113-E(1)	District And School Websites
1340	Access To District Records
1340	Access To District Records
3100	Budget
3100	Budget
3110	Transfer Of Funds
3230	Federal Grant Funds
3230	Federal Grant Funds
3260	Fees And Charges
3260	Fees And Charges
3300	Expenditures And Purchases
3311	Bids
3311	Bids
3312	Contracts
3314.2	Revolving Funds
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
3510	Green School Operations
3511	Energy And Water Management
3511	Energy And Water Management
3512	Equipment
3512-E(1)	Equipment
3515.6	Criminal Background Checks For Contractors
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
3555	Nutrition Program Compliance
3555-E(1)	Nutrition Program Compliance
3580	District Records
3580	District Records
4112.4	Health Examinations
4212	Appointment And Conditions Of Employment
4212.4	Health Examinations
4231	Staff Development
4312.4	Health Examinations
4331	Staff Development
5030	Student Wellness
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications

Policy 4151: Employee Compensation

Status: ADOPTED

Original Adopted Date: 02/01/1997 | **Last Revised Date:** 05/09/01/20202023 | **Last Reviewed Date:** 05/09/01/20202023

CSBA NOTE: Districts that include provisions related to employee compensation in their collective bargaining agreements should modify or delete the following optional policy accordingly.

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package which includes salaries and health and welfare benefits.

CSBA NOTE: Education Code 45023 and 45162 require the Governing Board to adopt salary schedules for certificated and classified employees, respectively. For districts operating under a merit system, Education Code 45268 specifies that the personnel commission will recommend a salary schedule for classified employees to the Board for approval and that the Board may not amend the schedule without first giving the commission an opportunity to respond to the amendments.

The Board shall adopt separate salary schedules for certificated, classified, and supervisory and administrative personnel. These schedules shall comply with law and collective bargaining agreements and shall be printed and made available for review at the district office. (Education Code 45022, 45023, 45160, 45162, 45268)

Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for education level and years of experience, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)

Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.

CSBA NOTE: Pursuant to Education Code 45038, certificated employees may be paid once every two weeks, twice a month, or once every four weeks. The Board may also choose to pay certificated employees, or one or more individual employees, in 10, 11, or 12 equal payments over the year. Education Code 45039 provides that, if the Board arranges to pay certificated employees in 12 equal payments for the year, it may pay each monthly installment at the end of each calendar month, regardless of whether ~~or not~~ the employees are engaged in teaching during the month. Education Code 45165 addresses salary payments for classified employees who are employed 9-11 months per year.

Additionally, pursuant to Education Code 45500, districts may participate in the Classified School Employee Summer Assistance Program whereby eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and paid out during the summer recess in

either one or two payments.

Education Code 45048 and 45165 provide specific timelines for issuing salary payments depending on the frequency of payments. If payments are not made in a timely manner, the district is required to pay the employee interest on the unpaid amount.

The following paragraph may be revised to reflect the payroll schedule determined by the Board.

The Board shall determine the frequency and schedule of salary payments, including whether payments for employees who work less than 12 months per year will be made over the course of the school year or in equal installments over the calendar year. (~~Education Code 45038, 45039, 45048, 45165~~ However, if the district participates in the Classified School Employee Summer Assistance Program, eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and paid out during the summer recess in either one or two payments. (Education Code 45038, 45039, 45048, 45165, 45500))

CSBA NOTE: According to Office of Management and Budget Memorandum M-20-17, during extraordinary circumstances, such as a pandemic, which ~~interrupts~~ interrupt district operations, employees paid with federal grant funds can continue to be paid out of federal grant funds as long as other similarly situated employees paid with nonfederal funds are continuing to get compensated. The following optional paragraph establishes such emergency contingencies so that the Board may continue to provide employee compensation during such times.

In extraordinary circumstances or emergency situations, the Board may determine to continue to compensate employees during periods of extended closure or disruption of normal district operations when permitted by law and consistent with collective bargaining agreements and memoranda of understanding.

CSBA NOTE: Pursuant to 29 CFR 516.4, districts are required to post a notice of the minimum wage provisions of the Fair Labor Standards Act (FLSA) (29 USC 201-219) in a conspicuous place at all work sites. The poster that must be used by state and local governments is available on the ~~web site~~ website of the U.S. Department of Labor's Wage and Hour Division.

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Overtime Compensation

CSBA NOTE: Pursuant to the FLSA (29 CFR 553.20) and Education Code 45128, employees who are not specifically exempted by law, including classified employees in both merit and non-merit system districts, must receive overtime pay or compensatory time off at a rate not less than one and one-half times their regular rate of pay for hours worked in excess of eight hours in any one day and /or in excess of 40 hours per calendar week. However, if the Board has established a work day of less than eight hours but at least seven hours, and a work week of less than 40 hours but at least 35 hours, all time worked in excess of the established work schedule must be deemed overtime.

Pursuant to Education Code 45130, districts are not required to pay overtime for any classified positions established by the Board, or by the personnel commission in a merit system district, as supervisory, administrative, or executive. In approving positions for exclusion from the overtime provisions, the Board or personnel commission must certify in writing that the duties, flexibility of

hours, salary, benefit structure, and authority of the positions are of such a nature that they should be set apart from those positions which are subject to the overtime provisions. See: [see](#) BP/AR 4300 - Administrative and Supervisory Personnel. However, Education Code 45130 requires that, if a classified employee in an exempt position is required to work on a holiday designated in law or by the Board, the employee must be paid the regular pay for that day plus compensation or compensatory time off at a rate not less than the employee's normal rate of pay.

Overtime pay requirements are also not applicable to school administrators or teachers in elementary or secondary schools under specific exemptions in 29 USC 213 and 29 CFR 541.303. Pursuant to 29 CFR 541.303 and 541.600, teachers do not need to meet the salary level requirement to be exempt from overtime rules. 29 CFR 541.204 provides that, to be exempt from overtime rules, administrators must either meet the salary level requirement or be compensated on a salary basis that is at least equal to the entrance salary for teachers in the administrator's school.

District employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day [and](#)/or 40 hours in one work week, or twice their regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive day of work. However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules. (Education Code 45128, 45130; 29 USC 213; 29 CFR 541.0-541.710, 553.27, 553.32)

CSBA NOTE: The following optional paragraph is for use by districts that allow employees to take compensatory time off in lieu of overtime compensation as authorized by 29 USC 207 and 29 CFR 553.20-553.25. Time off in lieu of overtime compensation is allowed only if provided for in a collective bargaining agreement or other agreement and must be provided at the rate of at least one and one-half hours for each hour of overtime work.

Pursuant to 29 CFR 553.21, an employee must be allowed to use earned compensatory time within a "reasonable period" after making the request. 29 CFR 553.25 provides that a "reasonable period" is determined on a case-by-case basis by considering customary work practices such as the normal work schedule, anticipated peak workloads based on past experience, emergency requirements for staff and services, and the availability of qualified substitute staff. Education Code 45129 provides that the compensatory time off must be used within 12 calendar months.

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207.

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

CSBA NOTE: Education Code 44042.5, as added by AB 185 (Ch. 571, Statutes of 2022) and amended by SB 114 (Ch. 48, Statutes of 2023), requires districts to follow the process specified below when a

wage overpayment is made to a district employee. If the provisions of this section are in conflict with a collective bargaining agreement or a memorandum of understanding that was in effect on July 31, 2022, such agreements shall be controlling until the expiration or renewal of such agreements. The district should consult CSBA's District and County Office of Education Legal Services or district legal counsel when questions arise about legal requirements for specific wage overpayments.

If, following the determination of an overpayment, the employee disputes the overpayment, the district shall initiate legal action and obtain a court order or binding arbitration decision. Binding arbitration may only apply to such overpayment disputes if a memorandum of understanding between the district and exclusive representative sets forth procedures for adjudicating such wage overpayment disputes that meet the minimum requirements set forth in Education Code 44042.5.

If the district determines an employee has been overpaid, the district shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the district through one of the methods described in Education Code 44042.5 as mutually agreed upon by the employee and the district. (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the district shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5.

If the employee does not respond or disputes the existence or amount of the district's claimed overpayment, the district shall, with board approval, initiate a legal action to recover the overpayment. (Education Code 44042.5)

If the employee separates from the district before the overpayment is fully repaid, the district shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

If an outstanding overpayment balance still remains, the district shall, with Board approval, exercise any legal means to recover the remaining amount owed by the employee. (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee. (Education Code 44042.5)

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

8 CCR 11040	Wages and hours; definitions of administrative, executive, and professional employees
Ed. Code 44042.5	Wage overpayment
Ed. Code 45022-45061.5	Salaries
Ed. Code 45023	Availability of salary schedule
Ed. Code 45028	Salary schedule and exceptions
Ed. Code 45127-45133.5	Classified employees; work week; overtime provisions
Ed. Code 45160-45169	Salaries for classified employees
Ed. Code 45268	Salary schedule for classified service in merit system districts
Ed. Code 45500	Classified School Employee Summer Assistance Program
Gov. Code 3540-3549	Meeting and negotiating
Gov. Code 3543.2	Scope of representation
Gov. Code 3543.7	Duty to meet and negotiate in good faith
Lab. Code 226	Employee access to payroll records
Lab. Code 232	Disclosure of wages
Federal	Description
26 CFR 1.409A-1	Definitions and covered plans
26 USC 409A	Deferred compensation plans
29 CFR 516.4	Notice of minimum wage and overtime provisions
29 CFR 516.5-516.6	Records
29 CFR 541.0-541.710	Exemptions for executive, administrative, and professional employees
29 CFR 553.1-553.51	Fair Labor Standards Act; applicability to public agencies
29 USC 201-219	Fair Labor Standards Act
29 USC 203	Definitions
29 USC 207	Fair Labor Standards Act
29 USC 213	Exemptions from minimum wage and overtime requirements
Management Resources	Description
Court Decision	Flores v. City of San Gabriel, (9th Cir., June 2, 2016, No. 14-56421) 824 F.3d 890
Office of Management and Budget Publication	Administrative Relief for Recipients and Applicants of Fed. Fin. Assist. Federal Financial Assistance Directly Impacted by COVID-19 Due due to Loss of Operations , Memo M-20-17, March 19, 2020

Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Labor, Wage and Hour Division
Website	Internal Revenue Service
Website	School Services of California, Inc.
Website	CSBA

Cross References

Code	Description
0470	COVID-19 Mitigation Plan
3100	Budget
3100	Budget
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3580	District Records
3580	District Records
4000	Concepts And Roles
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4112.6	Personnel Files
4113.5	Working Remotely
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4140	Bargaining Units
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4212	Appointment And Conditions Of Employment
4212.6	Personnel Files
4213.5	Working Remotely
4240	Bargaining Units

4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4312.1	Contracts
4312.6	Personnel Files
4313.5	Working Remotely
4340	Bargaining Units
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits

Regulation 4217.3: Layoff/Rehire

Status: ADOPTED

Original Adopted Date: 11/01/2003 | **Last Revised Date:** ~~12/09/01/2021~~2023 | **Last Reviewed Date:** ~~12/09/01/2021~~2023

CSBA NOTE: The following optional regulation is subject to collective bargaining, and may be deleted by those districts whose agreements fully cover the provisions specified below.

Education Code 45114, 45117, 45298, and 45308 establish the procedures by which the Governing Board may lay off and reemploy classified employees.

Because of the complexity of related Education Code provisions and the interaction with collective bargaining agreements, it is strongly recommended that the district consult with [CSBA's District and County Office of Education Legal Services or district](#) legal counsel before instituting layoff proceedings.

Classified employees shall be subject to layoff for lack of work or lack of funds. (Education Code 45114, 45308)

A classified employee shall not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render. (Education Code 45117)

Order of Layoff Within a Classification/Determination of Seniority

Within each class, the order of layoff shall be determined by length of service. (Education Code 45114, 45308)

CSBA NOTE: For any district whose average daily attendance (ADA) is under ~~400~~250,000, Education Code 45308, [as amended by SB 913 \(Ch. 920, Statutes of 2022\)](#), defines "length of service" as employees' hours in paid status (Option 1 below). However, such a district may instead choose to enter into an agreement with the exclusive representative of classified employees to determine "length of service" based on an employee's date of hire (Option 2 below).

For any district with an ADA of ~~400~~250,000 or higher, Education Code 45308 requires length of service to be based on the date of hire; such districts should select Option 2 below.

"Date of hire" is not defined in the law and could refer to the employee's first date of hire in the district or the employee's date of hire in the classification or higher classification. Districts selecting Option 2 below may revise the applicable paragraph to reflect the definition determined by the district or by agreement with the exclusive representative of classified employees, as applicable.

Length of service shall be determined by the date of hire. The employee who has been employed the shortest time in the class, plus higher classes, by the district shall be laid off first. (Education Code 45308)

CSBA NOTE: The following paragraph applies to both Options 1 and 2. Pursuant to Education Code 45105 and 45259, persons employed in "restricted positions" are classified employees. However, they do not acquire permanent status or seniority credits unless they satisfy the conditions specified below.

For an employee in a "restricted position" under Education Code 45105 or 45259, the original date of employment in the restricted position shall be used to determine the length of service, provided the employee has completed six months of satisfactory service and has successfully passed the qualifying examination required for service in the class. (Education Code 45105)

Notice of Layoff and Hearing Rights

CSBA NOTE: Education Code 45117 applies to both districts that have adopted the merit system and those that have not. Education Code 45117, as amended by AB 438 (Ch. 665, Statutes of 2021), specifies notice requirements and hearing rights the district must provide to permanent classified employees, as defined, who are subject to layoff due to lack of work or lack of funds, including that notice be given no later than March 15. If a permanent classified employee is not given the required notice and a right to a hearing in accordance with law, the employee is deemed reemployed for the next school year.

Pursuant to Education Code 45117, as amended by AB 438, a "permanent employee" is defined as an employee who was permanent at the time the notice or right to a hearing was required and an employee who became permanent after the date of the required notice.

Whenever a permanent classified employee is to be laid off for lack of work or lack of funds, the Superintendent or designee shall, no later than March 15 and before the employee is given formal notice by the Governing Board, give to the employee written notice of the recommendation, the reasons that the employee's services will not be required for the ensuing year, any displacement rights, reemployment rights, and the employee's right to a hearing. The district shall adhere to the notice, hearing, and layoff procedures in Education Code 45117, Government Code 11503 and 11505, and other applicable provisions of law. (Education Code 45117)

An employee who is so notified may request a hearing to determine if there is cause for not reemploying the employee for the ensuing year. The request shall be in writing and shall be delivered to the person who sent notice to the employee, on or before March 15 but not less than seven days after the date the notice is served on the employee. Failure of an employee to request a hearing on or before the date specified shall constitute a waiver of the employee's right to a hearing. (Education Code 45117)

The Superintendent or designee shall serve an employee who timely requests a hearing with the District Statement of Reduction in Force documents. The employee has five calendar days from service of the District Statement of Reduction in Force documents to timely file a notice of participation with the district. The parties are entitled to discovery, if requested within 15 days of service of the District Statement of Reduction in Force documents. (Education Code 45117)

CSBA NOTE: Education Code 45117, as amended by AB 438, allows permanent classified employees given notice of a layoff to request a hearing before an administrative law judge. Education Code 45117, as amended by AB 185 (Ch. 571, Statutes of 2022), authorizes such employee to be represented at the hearing by an attorney or by a nonattorney representative of the employee organization designated as the exclusive representative of the district's classified employees. On or before May 7, the administrative judge is required to submit the proposed decision, containing a determination as to the sufficiency of the cause and a recommendation as to disposition regarding the layoff, to the Board for consideration and to the affected employee(s).

If a hearing is requested by a permanent classified employee, the proceeding shall be conducted and a decision made by an administrative law judge in accordance with Government Code 11500-11529. At the hearing, the employee may be represented by an attorney or by a nonattorney representative of the employee organization designated as the exclusive representative for classified employees. The Board shall make a final decision regarding the sufficiency of the cause and disposition of the layoff upon receipt of the administrative law judge's proposed decision. None of the findings, recommendations, or determinations in the proposed decision prepared by the administrative law judge shall be binding on the Board. (Education Code 45117)

Following the Board's decision, the Superintendent or designee shall give final notice of termination to the affected employee(s) before May 15 unless a continuance was granted after a request for hearing was made, in which case such date may be extended by the number of days of the continuance. (Education Code 45117)

CSBA NOTE: Pursuant to Education Code 45117, as amended by AB 438, the district may reduce classified staff due to lack of work or lack of funds when the Board determines, during the time between five days after the enactment of the Budget Act and August 15, that the district's total local control funding formula apportionment per unit of ADA for the fiscal year of the Budget Act has not increased by at least two percent.

If during the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies, the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, and that it is therefore necessary to decrease the number of classified employees due to lack of work or lack of funds, the Board may issue a District Statement of Reduction in Force to those employees in accordance with a schedule of notice and hearing adopted by the Board, and layoff proceedings shall be carried out as required by law. (Education Code 45117)

When classified positions are eliminated as a result of the expiration of a specifically funded program, the district shall give written notice to the affected employee(s) not less than 60 days prior to the effective date of the layoff informing the employee(s) of the layoff date, any displacement rights, and employment rights. (Education Code 45117)

The district is not required to provide a layoff notice to any person hired as a short-term employee for a period not exceeding 60 days whose service may not be extended or renewed. (Education Code 45117)

Additionally, the district may release probationary classified employees without notice or hearing for reasons other than lack of work or lack of funds. (Education Code 45117)

Reemployment

CSBA NOTE: The following optional section specifies the rights of employees who are laid off or who take voluntary demotion or reduction in assigned time in lieu of layoff. Pursuant to Education Code 45308, laid-off classified employees have reemployment rights which are enforced in order of seniority rather than reverse order of layoff. In *Tucker v. Grossmont Union High School District*, a California appellate court ruled that a laid-off employee's reemployment right entitled the employee to preference over any new applicant to available positions for which the employee is qualified, including positions in different classes from which the employee was laid off.

Classified employees laid off because of lack of work or lack of funds shall be eligible for reemployment for a period of 39 months and shall be reemployed in preference to new applicants. Reemployment shall be in order of seniority. Persons so laid off also have the right to apply and establish their qualification for vacant promotional positions within the district during the 39-month period. (Education Code 45114, 45298, 45308)

CSBA NOTE: Pursuant to *San Mateo City School District v. Public Employment Relations Board*, districts may adopt procedures which implement Education Code 45113 and 45114 as long as such procedures do not replace or set aside mandatory Education Code provisions. These procedures may be adopted pursuant to Board policy and/or collective bargaining agreement.

The following optional paragraph should be deleted by districts with a collective bargaining agreement that contains reemployment procedures, unless the district also has unrepresented classified employees.

When a vacancy occurs, the district shall give the employee with the most seniority an opportunity to accept or reject the position, by first calling the employee at the employee's last known telephone number to notify the employee of the vacancy and then sending written notice by certified and standard mail to the employee's last known address. The employee shall advise the district of the decision by any means no later than 10 calendar days from the date the notice was sent. If the employee accepts, the employee shall report to work no later than two calendar weeks from the vacancy notification date or on a later date specified by the district.

CSBA NOTE: The following paragraph is optional and may be modified to reflect district practice.

In order to be reemployed, the employee must be capable of performing the essential duties of the job with or without reasonable accommodations. When an otherwise eligible employee is unable to perform the essential duties of the job, the employee shall be kept on the reemployment list until another opportunity becomes available or the period of reemployment eligibility expires, whichever occurs first.

CSBA NOTE: An argument can be made that, absent a collective bargaining provision to the contrary, once a district has offered a laid-off classified employee a position pursuant to the employee's reemployment rights under Education Code 45298 and that employee has refused the position, the district has discharged its duty to that employee. Whether such action conflicts with an employee's statutory right to reemployment is unclear.

The following two optional paragraphs should be used only with the approval of [CSBA's District and County Office of Education Legal Services](#) or the district's legal counsel; the number of refusals that will trigger the removal of the employee's name from the district's reemployment list should be modified accordingly.

Upon rejecting two offers of reemployment, the employee's name shall be removed from the reemployment list and the employee will forfeit all reemployment rights to which the employee would otherwise be entitled.

When an employee is notified of a vacancy and fails to respond or report to work within time limits specified by district procedures, the employee's name shall be removed from the reemployment list and all reemployment rights to which the employee would otherwise be entitled shall be forfeited.

If an employee is reemployed in a new position and fails to complete the probationary period in the new position, the employee shall be returned to the reemployment list for the remainder of the 39-month period. The remaining time period shall be calculated as the time remaining in the 39-month period as of the date of reemployment. (Education Code 45114, 45298)

Reinstatement of Benefits

CSBA NOTE: The following optional section should be deleted by districts that do not reinstate laid-off employee benefits upon reemployment and those whose collective bargaining agreements address the issue.

When a laid-off employee is reemployed, all accumulated sick leave credit shall be restored.

A laid-off permanent employee shall be reemployed with all rights and benefits accorded at the time of layoff.

A laid-off probationary employee shall be reemployed as a probationary employee, and the previous time served toward the completion of the required probationary period shall be counted. The employee shall also be reemployed with all rights and benefits accorded to a probationary employee at the time of layoff.

A laid-off employee, when reemployed, shall be placed on the salary step held at the time of layoff. An employee who was bumped into a lower class shall, when reinstated to the previous class, be placed on the salary step to which the employee would have progressed had the employee remained there. An adjusted anniversary date shall be established for step increment purposes so as to reflect the actual amount of time served in the district.

Voluntary Demotion or Reduction of Hours

Classified employees who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff, or in order to remain in their present position rather than be reclassified or reassigned, shall be granted the same rights as employees who are laid off. In addition, such employees shall retain eligibility to be considered for reemployment in their previously held class or position with increased assigned time, for an additional period of time up to 24 months as determined by the Board on a class-by-class basis, provided that the same test of fitness under which they qualified for appointment to that class shall still apply. (Education Code 45114, 45298)

Employees who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall have the option of returning to a position in their former class or to positions with increased assigned time as vacancies become available and without limitation of time. If there is a valid reemployment list, they shall be ranked on that list in accordance with their proper seniority. (Education Code 45114, 45298)

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 45101	Definitions; disciplinary action and cause
Ed. Code 45103	Classified service in districts not incorporating the merit system
Ed. Code 45105	Positions under various acts not requiring certification qualifications
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45114	Layoff and reemployment procedures; definitions
Ed. Code 45115	Layoff; reinstatement from service retirement

Ed. Code 45117	Notice of layoff; classified employees
Ed. Code 45286	Limited term employees
Ed. Code 45297	Right to take equivalent examination while employee in military service
Ed. Code 45298	Reemployment of persons laid off; voluntary demotions or reductions in time
Ed. Code 45308	Order of layoff and reemployment; length of service
Ed. Code 45309	Reinstatement of permanent noncertified employees after resignation
Gov. Code 11500-11529	Administrative adjudication; formal hearings

Federal

38 USC 4301-4335

Description

Employment and reemployment rights of members of the uniformed services

Management Resources

Court Decision

Description

San Mateo City School District v. Public Employment Relations Board (1983) 33 Cal.3d 850

Court Decision

Tucker v. Grossmont Union High School District (2008) 168 Cal.App.4th 640

Website

CSBA District and County Office of Education Legal Services

Website

California School Employees Association

Cross References

Code

1240

Description

Volunteer Assistance

1240

Volunteer Assistance

4032

Reasonable Accommodation

4112.9

Employee Notifications

4112.9-E(1)

Employee Notifications

4121

Temporary/Substitute Personnel

4121

Temporary/Substitute Personnel

4161.11

Industrial Accident/Illness Leave

4161.5

Military Leave

4161.8

Family Care And Medical Leave

4200	Classified Personnel
4200	Classified Personnel
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4261.1	Personal Illness/Injury Leave
4261.11	Industrial Accident/Illness Leave
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4361.11	Industrial Accident/Illness Leave
4361.5	Military Leave
4361.8	Family Care And Medical Leave

Policy 4251: Employee Compensation

Status: ADOPTED

Original Adopted Date: 02/01/1997 | **Last Revised Date:** 05/09/01/20202023 | **Last Reviewed Date:** 05/09/01/20202023

CSBA NOTE: Districts that include provisions related to employee compensation in their collective bargaining agreements should modify or delete the following optional policy accordingly.

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package which includes salaries and health and welfare benefits.

CSBA NOTE: Education Code 45023 and 45162 require the Governing Board to adopt salary schedules for certificated and classified employees, respectively. For districts operating under a merit system, Education Code 45268 specifies that the personnel commission will recommend a salary schedule for classified employees to the Board for approval and that the Board may not amend the schedule without first giving the commission an opportunity to respond to the amendments.

The Board shall adopt separate salary schedules for certificated, classified, and supervisory and administrative personnel. These schedules shall comply with law and collective bargaining agreements and shall be printed and made available for review at the district office. (Education Code 45022, 45023, 45160, 45162, 45268)

Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for education level and years of experience, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)

Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.

CSBA NOTE: Pursuant to Education Code 45038, certificated employees may be paid once every two weeks, twice a month, or once every four weeks. The Board may also choose to pay certificated employees, or one or more individual employees, in 10, 11, or 12 equal payments over the year. Education Code 45039 provides that, if the Board arranges to pay certificated employees in 12 equal payments for the year, it may pay each monthly installment at the end of each calendar month, regardless of whether ~~or not~~ the employees are engaged in teaching during the month. Education Code 45165 addresses salary payments for classified employees who are employed 9-11 months per year.

Additionally, pursuant to Education Code 45500, districts may participate in the Classified School Employee Summer Assistance Program whereby eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and paid out during the summer recess in

either one or two payments.

Education Code 45048 and 45165 provide specific timelines for issuing salary payments depending on the frequency of payments. If payments are not made in a timely manner, the district is required to pay the employee interest on the unpaid amount.

The following paragraph may be revised to reflect the payroll schedule determined by the Board.

The Board shall determine the frequency and schedule of salary payments, including whether payments for employees who work less than 12 months per year will be made over the course of the school year or in equal installments over the calendar year. (~~Education Code 45038, 45039, 45048, 45165~~ However, if the district participates in the Classified School Employee Summer Assistance Program, eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and paid out during the summer recess in either one or two payments. (Education Code 45038, 45039, 45048, 45165, 45500))

CSBA NOTE: According to Office of Management and Budget Memorandum M-20-17, during extraordinary circumstances, such as a pandemic, which ~~interrupts~~ interrupt district operations, employees paid with federal grant funds can continue to be paid out of federal grant funds as long as other similarly situated employees paid with nonfederal funds are continuing to get compensated. The following optional paragraph establishes such emergency contingencies so that the Board may continue to provide employee compensation during such times.

In extraordinary circumstances or emergency situations, the Board may determine to continue to compensate employees during periods of extended closure or disruption of normal district operations when permitted by law and consistent with collective bargaining agreements and memoranda of understanding.

CSBA NOTE: Pursuant to 29 CFR 516.4, districts are required to post a notice of the minimum wage provisions of the Fair Labor Standards Act (FLSA) (29 USC 201-219) in a conspicuous place at all work sites. The poster that must be used by state and local governments is available on the ~~web site~~ website of the U.S. Department of Labor's Wage and Hour Division.

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Overtime Compensation

CSBA NOTE: Pursuant to the FLSA (29 CFR 553.20) and Education Code 45128, employees who are not specifically exempted by law, including classified employees in both merit and non-merit system districts, must receive overtime pay or compensatory time off at a rate not less than one and one-half times their regular rate of pay for hours worked in excess of eight hours in any one day and /or in excess of 40 hours per calendar week. However, if the Board has established a work day of less than eight hours but at least seven hours, and a work week of less than 40 hours but at least 35 hours, all time worked in excess of the established work schedule must be deemed overtime.

Pursuant to Education Code 45130, districts are not required to pay overtime for any classified positions established by the Board, or by the personnel commission in a merit system district, as supervisory, administrative, or executive. In approving positions for exclusion from the overtime provisions, the Board or personnel commission must certify in writing that the duties, flexibility of

hours, salary, benefit structure, and authority of the positions are of such a nature that they should be set apart from those positions which are subject to the overtime provisions. See: [see](#) BP/AR 4300 - Administrative and Supervisory Personnel. However, Education Code 45130 requires that, if a classified employee in an exempt position is required to work on a holiday designated in law or by the Board, the employee must be paid the regular pay for that day plus compensation or compensatory time off at a rate not less than the employee's normal rate of pay.

Overtime pay requirements are also not applicable to school administrators or teachers in elementary or secondary schools under specific exemptions in 29 USC 213 and 29 CFR 541.303. Pursuant to 29 CFR 541.303 and 541.600, teachers do not need to meet the salary level requirement to be exempt from overtime rules. 29 CFR 541.204 provides that, to be exempt from overtime rules, administrators must either meet the salary level requirement or be compensated on a salary basis that is at least equal to the entrance salary for teachers in the administrator's school.

District employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day [and](#)/or 40 hours in one work week, or twice their regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive day of work. However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules. (Education Code 45128, 45130; 29 USC 213; 29 CFR 541.0-541.710, 553.27, 553.32)

CSBA NOTE: The following optional paragraph is for use by districts that allow employees to take compensatory time off in lieu of overtime compensation as authorized by 29 USC 207 and 29 CFR 553.20-553.25. Time off in lieu of overtime compensation is allowed only if provided for in a collective bargaining agreement or other agreement and must be provided at the rate of at least one and one-half hours for each hour of overtime work.

Pursuant to 29 CFR 553.21, an employee must be allowed to use earned compensatory time within a "reasonable period" after making the request. 29 CFR 553.25 provides that a "reasonable period" is determined on a case-by-case basis by considering customary work practices such as the normal work schedule, anticipated peak workloads based on past experience, emergency requirements for staff and services, and the availability of qualified substitute staff. Education Code 45129 provides that the compensatory time off must be used within 12 calendar months.

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207.

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

[Wage Overpayment](#)

[CSBA NOTE: Education Code 44042.5, as added by AB 185 \(Ch. 571, Statutes of 2022\) and amended by SB 114 \(Ch. 48, Statutes of 2023\), requires districts to follow the process specified below when a](#)

wage overpayment is made to a district employee. If the provisions of this section are in conflict with a collective bargaining agreement or a memorandum of understanding that was in effect on July 31, 2022, such agreements shall be controlling until the expiration or renewal of such agreements. The district should consult CSBA's District and County Office of Education Legal Services or district legal counsel when questions arise about legal requirements for specific wage overpayments.

If, following the determination of an overpayment, the employee disputes the overpayment, the district shall initiate legal action and obtain a court order or binding arbitration decision. Binding arbitration may only apply to such overpayment disputes if a memorandum of understanding between the district and exclusive representative sets forth procedures for adjudicating such wage overpayment disputes that meet the minimum requirements set forth in Education Code 44042.5.

If the district determines an employee has been overpaid, the district shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the district through one of the methods described in Education Code 44042.5 as mutually agreed upon by the employee and the district. (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the district shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5.

If the employee does not respond or disputes the existence or amount of the district's claimed overpayment, the district shall, with board approval, initiate a legal action to recover the overpayment. (Education Code 44042.5)

If the employee separates from the district before the overpayment is fully repaid, the district shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

If an outstanding overpayment balance still remains, the district shall, with Board approval, exercise any legal means to recover the remaining amount owed by the employee. (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee. (Education Code 44042.5)

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

8 CCR 11040	Wages and hours; definitions of administrative, executive, and professional employees
Ed. Code 44042.5	Wage overpayment
Ed. Code 45022-45061.5	Salaries
Ed. Code 45023	Availability of salary schedule
Ed. Code 45028	Salary schedule and exceptions
Ed. Code 45127-45133.5	Classified employees; work week; overtime provisions
Ed. Code 45160-45169	Salaries for classified employees
Ed. Code 45268	Salary schedule for classified service in merit system districts
Ed. Code 45500	Classified School Employee Summer Assistance Program
Gov. Code 3540-3549	Meeting and negotiating
Gov. Code 3543.2	Scope of representation
Gov. Code 3543.7	Duty to meet and negotiate in good faith
Lab. Code 226	Employee access to payroll records
Lab. Code 232	Disclosure of wages
Federal	Description
26 CFR 1.409A-1	Definitions and covered plans
26 USC 409A	Deferred compensation plans
29 CFR 516.4	Notice of minimum wage and overtime provisions
29 CFR 516.5-516.6	Records
29 CFR 541.0-541.710	Exemptions for executive, administrative, and professional employees
29 CFR 553.1-553.51	Fair Labor Standards Act; applicability to public agencies
29 USC 201-219	Fair Labor Standards Act
29 USC 203	Definitions
29 USC 207	Fair Labor Standards Act
29 USC 213	Exemptions from minimum wage and overtime requirements
Management Resources	Description
Court Decision	Flores v. City of San Gabriel, (9th Cir., June 2, 2016, No. 14-56421) 824 F.3d 890
Office of Management and Budget Publication	Administrative Relief for Recipients and Applicants of Fed. Fin. Assist. Federal Financial Assistance Directly Impacted by COVID-19 Due due to Loss of Operations , Memo M-20-17, March 19, 2020

Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Labor, Wage and Hour Division
Website	Internal Revenue Service
Website	School Services of California, Inc.
Website	CSBA

Cross References

Code	Description
0470	COVID-19 Mitigation Plan
3100	Budget
3100	Budget
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3580	District Records
3580	District Records
4000	Concepts And Roles
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4112.6	Personnel Files
4113.5	Working Remotely
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4140	Bargaining Units
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4212	Appointment And Conditions Of Employment
4212.6	Personnel Files
4213.5	Working Remotely
4240	Bargaining Units

4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4312.1	Contracts
4312.6	Personnel Files
4313.5	Working Remotely
4340	Bargaining Units
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits

Policy 4351: Employee Compensation

Status: ADOPTED

Original Adopted Date: 02/01/1997 | **Last Revised Date:** 05/09/01/20202023 | **Last Reviewed Date:** 05/09/01/20202023

CSBA NOTE: Districts that include provisions related to employee compensation in their collective bargaining agreements should modify or delete the following optional policy accordingly.

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package which includes salaries and health and welfare benefits.

CSBA NOTE: Education Code 45023 and 45162 require the Governing Board to adopt salary schedules for certificated and classified employees, respectively. For districts operating under a merit system, Education Code 45268 specifies that the personnel commission will recommend a salary schedule for classified employees to the Board for approval and that the Board may not amend the schedule without first giving the commission an opportunity to respond to the amendments.

The Board shall adopt separate salary schedules for certificated, classified, and supervisory and administrative personnel. These schedules shall comply with law and collective bargaining agreements and shall be printed and made available for review at the district office. (Education Code 45022, 45023, 45160, 45162, 45268)

Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for education level and years of experience, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)

Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.

CSBA NOTE: Pursuant to Education Code 45038, certificated employees may be paid once every two weeks, twice a month, or once every four weeks. The Board may also choose to pay certificated employees, or one or more individual employees, in 10, 11, or 12 equal payments over the year. Education Code 45039 provides that, if the Board arranges to pay certificated employees in 12 equal payments for the year, it may pay each monthly installment at the end of each calendar month, regardless of whether ~~or not~~ the employees are engaged in teaching during the month. Education Code 45165 addresses salary payments for classified employees who are employed 9-11 months per year.

Additionally, pursuant to Education Code 45500, districts may participate in the Classified School Employee Summer Assistance Program whereby eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and paid out during the summer recess in

either one or two payments.

Education Code 45048 and 45165 provide specific timelines for issuing salary payments depending on the frequency of payments. If payments are not made in a timely manner, the district is required to pay the employee interest on the unpaid amount.

The following paragraph may be revised to reflect the payroll schedule determined by the Board.

The Board shall determine the frequency and schedule of salary payments, including whether payments for employees who work less than 12 months per year will be made over the course of the school year or in equal installments over the calendar year. (~~Education Code 45038, 45039, 45048, 45165~~ However, if the district participates in the Classified School Employee Summer Assistance Program, eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and paid out during the summer recess in either one or two payments. (Education Code 45038, 45039, 45048, 45165, 45500))

CSBA NOTE: According to Office of Management and Budget Memorandum M-20-17, during extraordinary circumstances, such as a pandemic, which ~~interrupts~~ interrupt district operations, employees paid with federal grant funds can continue to be paid out of federal grant funds as long as other similarly situated employees paid with nonfederal funds are continuing to get compensated. The following optional paragraph establishes such emergency contingencies so that the Board may continue to provide employee compensation during such times.

In extraordinary circumstances or emergency situations, the Board may determine to continue to compensate employees during periods of extended closure or disruption of normal district operations when permitted by law and consistent with collective bargaining agreements and memoranda of understanding.

CSBA NOTE: Pursuant to 29 CFR 516.4, districts are required to post a notice of the minimum wage provisions of the Fair Labor Standards Act (FLSA) (29 USC 201-219) in a conspicuous place at all work sites. The poster that must be used by state and local governments is available on the ~~web site~~ website of the U.S. Department of Labor's Wage and Hour Division.

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Overtime Compensation

CSBA NOTE: Pursuant to the FLSA (29 CFR 553.20) and Education Code 45128, employees who are not specifically exempted by law, including classified employees in both merit and non-merit system districts, must receive overtime pay or compensatory time off at a rate not less than one and one-half times their regular rate of pay for hours worked in excess of eight hours in any one day and /or in excess of 40 hours per calendar week. However, if the Board has established a work day of less than eight hours but at least seven hours, and a work week of less than 40 hours but at least 35 hours, all time worked in excess of the established work schedule must be deemed overtime.

Pursuant to Education Code 45130, districts are not required to pay overtime for any classified positions established by the Board, or by the personnel commission in a merit system district, as supervisory, administrative, or executive. In approving positions for exclusion from the overtime provisions, the Board or personnel commission must certify in writing that the duties, flexibility of

hours, salary, benefit structure, and authority of the positions are of such a nature that they should be set apart from those positions which are subject to the overtime provisions. See: [see](#) BP/AR 4300 - Administrative and Supervisory Personnel. However, Education Code 45130 requires that, if a classified employee in an exempt position is required to work on a holiday designated in law or by the Board, the employee must be paid the regular pay for that day plus compensation or compensatory time off at a rate not less than the employee's normal rate of pay.

Overtime pay requirements are also not applicable to school administrators or teachers in elementary or secondary schools under specific exemptions in 29 USC 213 and 29 CFR 541.303. Pursuant to 29 CFR 541.303 and 541.600, teachers do not need to meet the salary level requirement to be exempt from overtime rules. 29 CFR 541.204 provides that, to be exempt from overtime rules, administrators must either meet the salary level requirement or be compensated on a salary basis that is at least equal to the entrance salary for teachers in the administrator's school.

District employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day [and](#)/or 40 hours in one work week, or twice their regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive day of work. However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules. (Education Code 45128, 45130; 29 USC 213; 29 CFR 541.0-541.710, 553.27, 553.32)

CSBA NOTE: The following optional paragraph is for use by districts that allow employees to take compensatory time off in lieu of overtime compensation as authorized by 29 USC 207 and 29 CFR 553.20-553.25. Time off in lieu of overtime compensation is allowed only if provided for in a collective bargaining agreement or other agreement and must be provided at the rate of at least one and one-half hours for each hour of overtime work.

Pursuant to 29 CFR 553.21, an employee must be allowed to use earned compensatory time within a "reasonable period" after making the request. 29 CFR 553.25 provides that a "reasonable period" is determined on a case-by-case basis by considering customary work practices such as the normal work schedule, anticipated peak workloads based on past experience, emergency requirements for staff and services, and the availability of qualified substitute staff. Education Code 45129 provides that the compensatory time off must be used within 12 calendar months.

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207.

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

CSBA NOTE: Education Code 44042.5, as added by AB 185 (Ch. 571, Statutes of 2022) and amended by SB 114 (Ch. 48, Statutes of 2023), requires districts to follow the process specified below when a

wage overpayment is made to a district employee. If the provisions of this section are in conflict with a collective bargaining agreement or a memorandum of understanding that was in effect on July 31, 2022, such agreements shall be controlling until the expiration or renewal of such agreements. The district should consult CSBA's District and County Office of Education Legal Services or district legal counsel when questions arise about legal requirements for specific wage overpayments.

If, following the determination of an overpayment, the employee disputes the overpayment, the district shall initiate legal action and obtain a court order or binding arbitration decision. Binding arbitration may only apply to such overpayment disputes if a memorandum of understanding between the district and exclusive representative sets forth procedures for adjudicating such wage overpayment disputes that meet the minimum requirements set forth in Education Code 44042.5.

If the district determines an employee has been overpaid, the district shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the district through one of the methods described in Education Code 44042.5 as mutually agreed upon by the employee and the district. (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the district shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5.

If the employee does not respond or disputes the existence or amount of the district's claimed overpayment, the district shall, with board approval, initiate a legal action to recover the overpayment. (Education Code 44042.5)

If the employee separates from the district before the overpayment is fully repaid, the district shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

If an outstanding overpayment balance still remains, the district shall, with Board approval, exercise any legal means to recover the remaining amount owed by the employee. (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee. (Education Code 44042.5)

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State

Description

8 CCR 11040	Wages and hours; definitions of administrative, executive, and professional employees
Ed. Code 44042.5	Wage overpayment
Ed. Code 45022-45061.5	Salaries
Ed. Code 45023	Availability of salary schedule
Ed. Code 45028	Salary schedule and exceptions
Ed. Code 45127-45133.5	Classified employees; work week; overtime provisions
Ed. Code 45160-45169	Salaries for classified employees
Ed. Code 45268	Salary schedule for classified service in merit system districts
Ed. Code 45500	Classified School Employee Summer Assistance Program
Gov. Code 3540-3549	Meeting and negotiating
Gov. Code 3543.2	Scope of representation
Gov. Code 3543.7	Duty to meet and negotiate in good faith
Lab. Code 226	Employee access to payroll records
Lab. Code 232	Disclosure of wages
Federal	Description
26 CFR 1.409A-1	Definitions and covered plans
26 USC 409A	Deferred compensation plans
29 CFR 516.4	Notice of minimum wage and overtime provisions
29 CFR 516.5-516.6	Records
29 CFR 541.0-541.710	Exemptions for executive, administrative, and professional employees
29 CFR 553.1-553.51	Fair Labor Standards Act; applicability to public agencies
29 USC 201-219	Fair Labor Standards Act
29 USC 203	Definitions
29 USC 207	Fair Labor Standards Act
29 USC 213	Exemptions from minimum wage and overtime requirements
Management Resources	Description
Court Decision	Flores v. City of San Gabriel, (9th Cir., June 2, 2016, No. 14-56421) 824 F.3d 890
Office of Management and Budget Publication	Administrative Relief for Recipients and Applicants of Fed. Fin. Assist. Federal Financial Assistance Directly Impacted by COVID-19 Due due to Loss of Operations , Memo M-20-17, March 19, 2020

Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Labor, Wage and Hour Division
Website	Internal Revenue Service
Website	School Services of California, Inc.
Website	CSBA

Cross References

Code	Description
0470	COVID-19 Mitigation Plan
3100	Budget
3100	Budget
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3580	District Records
3580	District Records
4000	Concepts And Roles
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4112.6	Personnel Files
4113.5	Working Remotely
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4140	Bargaining Units
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4212	Appointment And Conditions Of Employment
4212.6	Personnel Files
4213.5	Working Remotely
4240	Bargaining Units

4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4312.1	Contracts
4312.6	Personnel Files
4313.5	Working Remotely
4340	Bargaining Units
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits

Policy 5131.9: Academic Honesty

Status: ADOPTED

Original Adopted Date: 06/01/1987 | **Last Revised Date:** 07/09/01/20002023 | **Last Reviewed Date:** 07/09/01/20002023

CSBA NOTE: The Following policy is optional and may be revised to reflect district practice.

The Governing Board believes that academic honesty and personal integrity are fundamental components of a student's education and character development. The Board expects that students will not cheat, lie, plagiarize, or commit other acts of academic dishonesty.

Students, parents/guardians, staff, and administrators shall be responsible for creating and maintaining a positive school climate that encourages honesty. Students found to have committed an act of academic dishonesty shall be subject to district and school-site discipline rules.

The Superintendent or designee may establish a committee comprised of students, parents/guardians, staff, administrators, and members of the public to develop standards of academic honesty, measures of preventing dishonesty, and specific consequences for acts of dishonesty. Any recommendations for discipline shall be incorporated into the school's site level discipline rules.

Prohibited and Permitted Technology Use

CSBA NOTE: The following section addresses student use of technology, such as artificial intelligence (AI), as it relates to academic honesty, and may be modified to reflect district practice. The U.S. Department of Education Office of Educational Technology's, "Artificial Intelligence and the Future of Teaching and Learning: Insights and Recommendations," provides information related to the opportunities for using AI to improve education, the challenges in doing so, and recommendations to guide further policy development. Districts are encouraged to continue to monitor the development of new technologies, including AI, and, as needed, consult with CSBA's District and County Office of Education Legal Services or district legal counsel. For more information on student use of technology, see BP 6163.4 - Student Use of Technology.

As the district's standards for academic achievement are designed to challenge all students to reach their full potential in acquiring the knowledge and skills needed for success in postsecondary education, employment, and responsible citizenship, any use of technology that prevents or inhibits a student from achieving these standards is prohibited. Prohibited uses include, but are not limited to, using technology primarily or solely for the completion of coursework as a student's original work and generating answers to mathematical, scientific, or analytical problems.

Permitted uses of technology include, but are not limited to, conducting research, correcting grammar and spelling, and learning from educational applications such as tutoring systems and language learning applications.

Additionally, consistent with the limitations expressed in this policy and with teacher consent, students may also use technology to assist with assessments, homework, and/or makeup work or other uses approved by the teacher.

CSBA NOTE: A student who has been identified as a student with a disability may require assistive technology devices and services, including the use of AI. Pursuant to Education Code 56341.1, a student's Individualized Education Program team must consider whether a student with a disability needs assistive technology devices or services, defined in 20 USC 1401 as any item, piece of equipment, or product system that is used to increase, maintain, or improve functional capabilities of a student with a disability. For more information regarding assistive technology for a student with a disability, see AR 6159 – Individualized Education Program.

However, a student with a disability shall be permitted to use technology for any purpose identified in the student's individualized education program as a tool to support the student's learning. If an employee suspects that a student has used technology in violation of this policy, the student shall be given the opportunity to demonstrate that the use of technology was in accordance with this policy.

Any information acquired from an employee's use of technology in determining whether a student has committed an act of academic dishonesty shall be shared with the student, and the student's parent/guardian as appropriate.

The Superintendent or designee may provide training to staff regarding the use of technology to improve education, including the detection of plagiarism and sensitivity to potential discrimination from algorithmic bias.

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State

Ed. Code 35291-35291.5

[Ed. Code 56341.1](#)

Federal

[20 USC 1401](#)

Management Resources

Website

[Website](#)

[U.S. Department of Education, Office of Educational Technology Publication](#)

[Metropolitan Educational Research Consortium Publication](#)

Description

Rules

[Assistive technology devices for a student with a disability](#)

Description

[Assistive technology device; definition](#)

Description

CSBA District and County Office of Education Legal Services

[Metropolitan Educational Research Consortium \(https://merc.soe.vcu.edu/\)](#)

[Artificial Intelligence and the Future of Teaching and Learning: Insights and Recommendations, May 2023 \(https://www2.ed.gov/documents/ai-report/ai-report.pdf\)](#)

[Balancing the Benefits and Risks of AI Large Language Models in K12 Public Schools, 2023 \(https://scholarscompass.vcu.edu/cgi/viewcontent.cgi?article=1133&context=merc_pubs\)](#)

Cross References

Code	Description
5131	Conduct
5131.8	Mobile Communication Devices
5137	Positive School Climate
5144	Discipline
5144	Discipline
<u>6000</u>	<u>Concepts And Roles</u>
<u>6141</u>	<u>Curriculum Development and Evaluation</u>
<u>6159</u>	<u>Individualized Education Program</u>
6162.54	Test Integrity/Test Preparation
6162.6	Use Of Copyrighted Materials
6162.6	Use Of Copyrighted Materials
<u>6163.4</u>	<u>Student Use of Technology</u>

Policy 6154: Homework/Makeup Work

Status: ADOPTED

Original Adopted Date: 02/01/1997 | **Last Revised Date:** ~~12/09/01/2019~~2023 | **Last Reviewed Date:** ~~12/09/01/2019~~2023

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

The Governing Board recognizes that meaningful homework assignments can be a valuable extension of student learning time, provide enrichment, and assist students in developing good study habits. Homework and/or makeup work shall be assigned when necessary to support classroom lessons, enable students to complete unfinished assignments, or review and apply academic content for better understanding.

CSBA NOTE: The following paragraph addresses student use of technology, including artificial intelligence (AI), in relation to homework and makeup work, and may be modified to reflect district practice. The U.S. Department of Education Office of Educational Technology's, "Artificial Intelligence and the Future of Teaching and Learning: Insights and Recommendations," provides information related to the opportunities for using AI to improve education, the challenges in doing so, and recommendations to guide further policy development. For more information regarding prohibited and permitted student use of technology, see BP 5131.9 – Academic Honesty and BP 6163.4 – Student Use of Technology.

Students may use technology to assist with homework and/or makeup work in conducting research, correcting grammar and spelling, and learning from educational applications such as tutoring systems and language learning applications, as specified in Board Policy 5131.9 – Academic Honesty and Board Policy 6163.4 – Student Use of Technology.

The Superintendent or designee shall collaborate with school administrators and teachers to develop and regularly review guidelines for the assignment of homework and the related responsibilities of students, staff, and parents/guardians.

CSBA NOTE: The following optional paragraph may be revised to specify the average number of minutes of homework that may be expected per day at each grade level, or the district may adopt an administrative regulation that contains such guidelines.

Homework assignments shall be reasonable in length and appropriate to the grade level and course. The Board expects that the number, frequency, and degree of difficulty of homework assignments will increase with the grade level and the maturity of students. Teachers shall assign homework only as necessary to fulfill academic goals and reinforce current instruction.

As needed, teachers may receive training in designing relevant homework assignments that reinforce classroom learning objectives and inspire students' interests.

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

Although on-time completion of homework is important to maintain academic progress, the Board recognizes that students learn at different rates. Students may receive credit for work that is

completed late in order to encourage their continued learning at the discretion of the teacher.

Age-appropriate instruction may be given to help students allocate their time wisely, meet their deadlines, learn to work independently, and develop good personal study habits.

At the beginning of the school year, teachers shall communicate homework expectations to students and their parents/guardians. Homework guidelines shall also be included in student and/or parent/guardian handbooks. These communications shall include the manner in which homework relates to achievement of academic standards and course content, the impact of homework assignments on students' grades, any school resources and programs that are available to provide homework support, and ways in which parents/guardians may appropriately assist their children.

Although it is the student's responsibility to undertake assignments independently, parents/guardians may serve as a resource and are encouraged to ensure that their child's homework assignments are completed. ~~When a student repeatedly fails to complete homework, the teacher shall notify the student's parents/guardians as soon as possible so that corrective action can be taken prior to the release of any final grades or report cards.~~ Students may also work with other students and use approved outside resources as directed by the teacher.

CSBA NOTE: The following paragraph should be revised to reflect district practice. Pursuant to Education Code 8482.3, ~~before-school and after-school~~ programs operated under the After School Education and Safety Program (Education Code 8482-8484.65) ~~and/or~~, the federal 21st Century Community Learning Center program (Education Code 8484.7-8484.9; 20 USC 7171-7176), and/or the Expanded Learning Opportunities Program (Education Code 46120) are required to include an educational and literacy component in which tutoring or homework assistance is provided in language arts, mathematics, history-social science, computer training, and/or science. If the district offers a before-school or after-school program under the 21st Century High School After School Safety and Enrichment for Teens program for grades 9-12 (Education Code 8420-8428; 20 USC 7171-7176), the program must include an academic assistance program, which may include homework assistance. See AR 5148.2 - Before/After School Programs. In addition, some districts offer a supervised study hall elective which high school students can take instead of other electives.

To further support students' homework efforts, the Superintendent or designee may establish and maintain electronic forums, provide access to school library media centers and technological resources, and/or provide before-school and after-school programs where students can receive homework assistance from teachers, volunteers, and/or student tutors. The Board encourages the Superintendent or designee to design class and transportation schedules that will enable students to make use of homework support services.

Teachers shall review all completed homework to assess the student's understanding of academic content and shall provide timely feedback to the student.

Makeup Work

CSBA NOTE: Pursuant to Education Code 48205, students who miss ~~school work~~ schoolwork because of an excused absence must be given full credit for makeup work satisfactorily completed within a reasonable period of time. State law does not require districts to give full credit for makeup work following an unexcused absence. However, CSBA's governance brief, "Research-Supported Strategies to Improve the Accuracy and Fairness of Grades," recommends that student absence be dealt with separately from determining students' academic understanding and progress. Thus, the following paragraph provides for full credit to be awarded for satisfactory completion of makeup work regardless of the reason for the absence, an approach which is consistent with BP/AR 5121 - Grades/Evaluation for Student Achievement. Also see BP/AR 5113.1 - Chronic Absence and Truancy for strategies to address excessive excused and/or unexcused absences. The district may revise the following paragraph to reflect district practice, provided that it ensures compliance with Education Code 48205.

Students who are absent from school for excused reasons shall be given the opportunity to complete all assignments and tests that can be reasonably provided. As determined by the teacher, the assignments and tests shall be equivalent to, but not necessarily identical to, the assignments and tests missed during the absence. Students shall receive full credit for work satisfactorily completed within a reasonable period of time.

The Superintendent or designee shall notify parents/guardians that no student may have a grade reduced or lose academic credit for any excused absence when missed assignments and tests are satisfactorily completed within a reasonable period of time. Such notification shall include the full text of Education Code 48205. (Education Code 48980)

Suspended Students

CSBA NOTE: Education Code 48913.5, as added by AB 982 (Ch. 779, Statutes of 2019), requires that when a parent/guardian of a student who has been suspended for two or more school days requests homework that the student would otherwise have been assigned, the student's teacher shall provide such homework.

When a parent/guardian of a student who has been suspended for two or more school days requests homework that the student would otherwise have been assigned, the student's teacher shall provide such homework. If a homework assignment is requested and is turned in to the teacher by the student either upon the student's return from suspension or within the timeframe originally prescribed by the teacher, whichever is later, and is not graded before the end of the academic term, the homework assignment shall not be included in the calculation of the student's overall grade in the class. (Education Code 48913.5)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the suspension. (Education Code 48913)

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State

[Ed. Code 46120](#)

Ed. Code 48205

Ed. Code 48913

Ed. Code 48913.5

Ed. Code 48980

[Ed. Code 56341.1](#)

Ed. Code 8420-8428

Ed. Code 8482-8484.65

Ed. Code 8484.7-8484.9

Federal

[20 USC 1401](#)

20 USC 7171-7176

Management Resources

CSBA Publication

[U.S. Department of Education, Office of Educational Technology Publication](#)

Website

Website

Website

[Website](#)

Description

[Expanded Learning Opportunities Program](#)

Absence from school for jury duty or precinct board service

Completion of work missed by suspended student

Suspended students; homework assignments

Parent/Guardian notifications

[Assistive technology devices for a student with a disability](#)

21st Century High School After School Safety and Enrichment for Teens

After School Education and Safety Program

21st Century Community Learning Centers

Description

[Assistive technology device; definition](#)

21st Century Community Learning Centers

Description

Research-Supported Strategies to Improve the Accuracy and Fairness of Grades, Governance Brief, July 2016

[https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GovernanceBriefs/20161507-](https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GovernanceBriefs/20161507-GradingGB.ashx?la=en&rev=4e25a7ce86c742198068af40c27324b5)

[GradingGB.ashx?la=en&rev=4e25a7ce86c742198068af40c27324b5\)](https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GovernanceBriefs/20161507-GradingGB.ashx?la=en&rev=4e25a7ce86c742198068af40c27324b5)

<https://www2.ed.gov/documents/ai-report/ai-report.pdf>

[Artificial Intelligence and the Future of Teaching and Learning: Insights and Recommendations, May 2023](#)

<https://www2.ed.gov/documents/ai-report/ai-report.pdf>

CSBA District and County Office of Education Legal Services

California State Parent Teacher Association

CSBA

[Metropolitan Educational Research Consortium](#)

<https://merc.soe.vcu.edu/>

Cross References**Code**

0470

1240

1240

Description

COVID-19 Mitigation Plan

Volunteer Assistance

Volunteer Assistance

1700	Relations Between Private Industry And The Schools
3541	Transportation Routes And Services
4131	Staff Development
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5113	Absences And Excuses
5113	Absences And Excuses
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
<u>5131.9</u>	<u>Academic Honesty</u>
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
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6112	School Day
6112	School Day
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6142.4	Service Learning/Community Service Classes
<u>6159</u>	<u>Individualized Education Program</u>
6163.1	Library Media Centers
<u>6163.4</u>	<u>Student Use of Technology</u>
6176	Weekend/Saturday Classes
6177	Summer Learning Programs

Policy 6162.5: Student Assessment

Status: ADOPTED

Original Adopted Date: 07/01/2010 | **Last Revised Date:** 03/09/01/2018 ~~2023~~ | **Last Reviewed Date:** 03/09/01/2018 ~~2023~~

CSBA NOTE: The following optional policy may be revised to reflect district practice. For information about required state assessments administered as part of the California Assessment of Student Performance and Progress (CAASPP), see BP/AR 6162.51 - State Academic Achievement Tests.

The Governing Board recognizes that student assessments are an important instructional and accountability tool. To obtain the most accurate evaluation of student performance, the district shall use a variety of measures, including district, state, and/or national assessments.

[NEW CSBA NOTE: The following paragraph reflects that prohibited and permitted student use of technology, including artificial intelligence (AI), in relation to assessments, should be as specified in BP 5131.9 – Academic Honesty and BP 6163.4 – Student Use of Technology, and may be modified to reflect district practice. The U.S. Department of Education Office of Educational Technology’s, “Artificial Intelligence and the Future of Teaching and Learning: Insights and Recommendations,” provides information related to the opportunities for using AI to improve education, the challenges in doing so, and recommendations to guide further policy development.]

Any student use of technology to complete assessments shall be as specified in Board Policy 5131.9 – Academic Honesty and Board Policy 6163.4 – Student Use of Technology.

CSBA NOTE: The following paragraph addresses potential uses of student assessment data. Pursuant to Education Code 52060, applicable statewide student assessments must be used as one of the measures of progress toward the district's annual goals for student achievement included in its local control and accountability plan; see AR 0460 - Local Control and Accountability Plan. In addition, pursuant to Education Code 44662, evaluations of certificated staff must include an assessment of students' progress toward meeting district standards of expected student achievement at each grade level in each area of study and, if applicable, toward state standards as measured by state criterion-referenced assessments (i.e., assessments that test students' mastery of the content). However, Education Code 44662 prohibits the use of publishers' norms established by standardized tests (i.e., assessments that compare students' performance to a representative sample of students) for the purpose of evaluating and assessing certificated staff performance. The use of student assessment results in staff evaluations may also be addressed in collective bargaining agreements or employment contracts. See BP/AR 4115 - Evaluation/Supervision and BP 4315 - Evaluation/Supervision.

Assessment data shall be used to help determine individual students' progress, mastery of academic standards, appropriate placement in district programs, and/or eligibility for graduation. In addition, summary data on student assessment results shall be used by the district to identify and review student achievement goals in the district's local control and accountability plan, evaluate district educational programs in order to identify needed improvements, and, as appropriate, evaluate staff performance.

In selecting or developing any district assessment, the Superintendent or designee shall examine evidence of its reliability, its validity for the intended purpose and for various student populations, and the extent to which it aligns with the material that is being taught.

The Superintendent or designee shall ensure that assessments are administered in accordance with law and test publisher's directions, and that test administration procedures are fair and equitable for all students.

CSBA NOTE: Education Code 52052 requires that schools and districts demonstrate comparable improvement in academic achievement by all "numerically significant" student subgroups, including, as amended by AB 114 (Ch. 48, Statutes of 2023), ethnic subgroups, socioeconomically disadvantaged students, English learners, long term English learners, students with disabilities, foster youth, and ~~homeless~~ students experiencing homelessness. A "numerically significant" subgroup is one that consists of at least 30 students, or 15 foster youth ~~or homeless~~ students experiencing homelessness, or long-term English learners, each of whom has a valid test score. To evaluate the extent to which the district fulfills this responsibility, it will be important to examine disaggregated student assessment results as provided below.

Pursuant to Education Code 49558, the Governing Board may adopt policy allowing the use of individual applications or records from the free and reduced-price meal program to identify students for the purpose of disaggregating student achievement data. See BP/AR 3553 - Free and Reduced Price Meals for optional language providing such authorization.

As appropriate, assessment results shall be disaggregated by student subgroup, classroom, grade level, and/or school site to allow for critical analysis of student needs.

The Superintendent or designee shall provide professional development as needed to assist administrators and teachers in interpreting and using assessment data to improve student performance and the instructional program.

When districtwide and school-level results of student assessments are published by the state, the Superintendent or designee may provide supplementary information to assist parents/guardians and the community in understanding test results.

Interim and Formative Assessments

CSBA NOTE: At their discretion, districts may choose to use the Smarter Balanced interim and formative assessments, which are part of the CAASPP. Pursuant to Education Code 60642.6, as amended by AB 1035 (Ch. 752, Statutes of 2017), these tests may be used, in combination with other sources of information, to gain timely feedback about student progress in an effort to continually adjust instruction to improve learning. Education Code 60642.7; as added by AB 1035, specifies that results of such assessments shall not be used for any high-stakes purpose.

State interim and formative assessments may be used in combination with other sources of information to gain timely feedback about student progress in an effort to continually adjust instruction to improve learning-, and for communicating with students' parents/guardians and identifying professional development goals. Results from interim and formative assessments shall not be used for any high-stakes purpose, including, but not limited to, teacher or other school staff evaluation, accountability, student grade promotion or retention, graduation, course or class placement, identification for gifted or talented education, reclassification of English learners, or

identification as an individual with exceptional needs. (Education Code 60642.6, 60642.7)

The Superintendent or designee shall ensure that teachers who administer interim and formative assessments have access to all functions and information designed for teacher use related to such assessments and student performance on the assessments. (Education Code 60642.6)

Individual Record of Accomplishment

CSBA NOTE: The following section is for use by districts that maintain high schools.

The Superintendent or designee shall ensure that each student, by the end of grade 12, has an individual record of accomplishment that includes the following: (Education Code 60607)

1. The results of the state achievement tests required and administered as part of the California Assessment of Student Performance and Progress, or any predecessor assessments, pursuant to Education Code 60640-60649
2. The results of any end-of-course examinations taken
3. The results of any vocational education certification examinations taken

No individual record of accomplishment shall be released to any person, other than the student's parent/guardian or a teacher, counselor, or administrator directly involved with the student, without the written consent of the student's parent/guardian, or the student if ~~he/she~~the student is an adult or emancipated minor. The student or ~~his/her~~the student's parent/guardian may authorize the release of the record of accomplishment to a postsecondary educational institution for the purposes of credit, placement, or admission. Furthermore, the results of an individual student on the CAASPP may be released to a postsecondary educational institution for the purpose of credit, placement, or admission. (Education Code 60607)

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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 850- 864 <u>876</u>	California Assessment of Student Performance and Progress
Ed. Code 10600-10610	California Education Information System
Ed. Code 313	Assessment of English language development
Ed. Code 44660-44665	Evaluation and assessment of performance of certificated employees

Ed. Code 49558	Free and reduced-price meals; use of individual applications and records
Ed. Code 51041	Evaluation of the educational program
Ed. Code 51450-51455	Golden State Seal Merit Diploma
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 56341.1	Assistive technology devices for a student with a disability
Ed. Code 60600- 60648.5 60649	Assessment of academic achievement
Ed. Code 60640- 60648.5 60649	California Assessment of Student Performance and Progress
Ed. Code 60800	Physical performance test
Ed. Code 60900	California Longitudinal Pupil Achievement Data System
Ed. Code 60910	California State Preschool Program Longitudinal Pupil Achievement Data System

Federal

17 USC 102

[20 USC 1401](#)

20 USC 9622

Management Resources

[U.S. Department of Education, Office of Educational Technology Publication](#)

Website

Website

Website

Website

Website

[Website](#)

Description

Definitions

[Assistive technology device; definition](#)

National Assessment of Educational Progress

Description

[Artificial Intelligence and the Future of Teaching and Learning: Insights and Recommendations, May 2023](#)
(<https://www2.ed.gov/documents/ai-report/ai-report.pdf>)

CSBA District and County Office of Education Legal Services

Smarter Balanced Assessment Consortium

California Department of Education, Testing and Accountability

CSBA

U.S. Department of Education

[Metropolitan Educational Research Consortium](#)
<https://merc.soe.vcu.edu/>

Cross References

Code

0410

0415

Description

Nondiscrimination In District Programs And Activities

Equity

0420	School Plans/Site Councils
0420	School Plans/Site Councils
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0500	Accountability
0510	School Accountability Report Card
1340	Access To District Records
1340	Access To District Records
2140	Evaluation Of The Superintendent
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4131	Staff Development
4315	Evaluation/Supervision
4331	Staff Development
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5125	Student Records
5125	Student Records
<u>5131.9</u>	<u>Academic Honesty</u>
6000	Concepts And Roles
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6120	Response To Instruction And Intervention
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
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
6146.1	High School Graduation Requirements
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6146.5	Elementary/Middle School Graduation Requirements
6151	Class Size
6152	Class Assignment
6152.1	Placement In Mathematics Courses
6152.1	Placement In Mathematics Courses
6155	Challenging Courses By Examination
6155	Challenging Courses By Examination
6158	Independent Study
6158	Independent Study
<u>6159</u>	<u>Individualized Education Program</u>
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6162.54	Test Integrity/Test Preparation
<u>6163.4</u>	<u>Student Use of Technology</u>
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.5	Student Success Teams
6164.5	Student Success Teams
6170.1	Transitional Kindergarten
6171	Title I Programs
6171	Title I Programs

6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6172.1	Concurrent Enrollment In College Classes
6172.1	Concurrent Enrollment In College Classes
6173.4	Title VI Indian Education Program
6174	Education For English Learners
6174	Education For English Learners
6178	Career Technical Education
6178	Career Technical Education
6178.2	Regional Occupational Center/Program
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6184	Continuation Education
6184	Continuation Education
6190	Evaluation Of The Instructional Program
9000	Role Of The Board
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Regulation 7140: Architectural And Engineering Services

Status: ADOPTED

Original Adopted Date: 02/01/1996 | **Last Revised Date:** ~~10/09/01/2019~~2023 | **Last Reviewed Date:** ~~10/09/01/2019~~2023

CSBA NOTE: When applying for state facilities funding, the district will be required to certify that any professional design services used for the project were selected using a qualification-based selection process. The Office of Public School Construction, in its [Construction's, "School Facility Program Handbook,"](#) advises districts to consult with legal counsel to ensure that its process for selecting architects or structural engineers is a qualification-based selection process and complies with all other legal requirements, including the Public Contract Code and requirements for disabled veterans business enterprises.

Contractors for any [private](#) architectural, landscape architectural, engineering, environmental, land surveying or construction project management services shall be selected, at fair and reasonable prices, on the basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required. (Government Code 4526)

CSBA NOTE: Government Code 4526 requires that the district's selection process include at least ~~items~~[Items](#) #1-3 below; however, the law does not prescribe the exact procedures that must be followed. Generally, elements of a "competitive process" include advertising and notice of the need for services, objective evaluation and selection criteria, and an appeals process for use by those not selected. Districts may wish to develop procedures consistent with these and other requirements in consultation with [CSBA's District and County Office of Education Legal Services or district](#) legal counsel.

The Superintendent or designee shall ensure that the selection process for projects receiving state funding: (Government Code 4526)

1. Assures maximum participation by small business firms as defined pursuant to Government Code 14837
2. Prohibits practices which might result in unlawful activity such as rebates, kickbacks, or other unlawful consideration
3. Prohibits district employees from participating in the selection process when they have a relationship with a person or business entity seeking a contract which would subject the employee to the prohibition of Government Code 87100

CSBA NOTE: Pursuant to Government Code 4527, the following items are optional and may be revised to reflect district practice.

The selection process may also include: (Government Code 4527)

1. Evaluation of current statements of qualifications and performance data on file with the district and evaluation of statements that may be submitted by other firms regarding the proposed project

2. Discussion with at least three firms regarding anticipated concepts and the relative utility of alternative approaches for furnishing the required services
3. Selection, in order of preference, of at least three firms deemed to be the most highly qualified to provide the required services in accordance with established district criteria

CSBA NOTE: The following paragraph is optional and may be revised to reflect district practice. Government Code 4528 authorizes, but does not require, the district to implement the following procedures.

The district shall negotiate a contract with the best qualified firm at compensation determined by the district to be fair and reasonable. If the district is unable to negotiate a contract with the most qualified firm, the district shall negotiate a contract with the second most qualified firm and, if unsuccessful, with the third most qualified firm. If the district is unable to negotiate a satisfactory contract with any of the selected firms, the district shall select additional firms in order of their competence and qualification and continue negotiations until an agreement is reached. (Government Code 4528)

The above procedures shall not apply if the Superintendent or designee determines that the services needed are more of a technical nature and involve little professional judgment and that requiring bids would be in the public interest. (Government Code 4529)

Contracts shall specify that all plans, including, but not limited to, record drawings, specifications, and estimates prepared by the architect or structural engineer shall become the property of the district: for the purpose of repair, maintenance, renovation, modernization, or other purposes, but only as they relate to the project for which the architect or structural engineer was retained. The contract shall also specify terms and conditions for reuse within the district of any plans prepared by the architect or structural engineer. (Education Code 17316)

CSBA NOTE: Education Code 17250.20 authorizes the district, until January 1, 2025, to utilize the design-build method of construction delivery for projects in excess of \$1,000,000. Additionally, pursuant to Education Code 17250.60-017250.69, as added by AB 185 (Ch. 571, Statutes of 2022), the district may, until January 1, 2029, utilize alternative design-build contracts for public works projects in excess of \$5,000,000. See AR 3311 – Bids and AR 3311.3 - Design-Build Contracts for more information regarding design-build.

A design-build contract may be awarded to a single entity for both design and construction of any school facility if the contract is in excess of \$1,000,000, or an alternative design-build contract may be awarded if the contract is in accordance with AR in excess of \$5,000,000, as specified in Administrative Regulation 3311.3 - Design-Build Contracts. (Education Code 17250.20), 17250.62)

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State

Description

24 CCR 101	California Building Standards Code
5 CCR 14001	Minimum standards for school facilities
5 CCR 14030-14036	Standards, planning, and approval of school facilities
Bus. Code 5500-5502	Architecture
Bus. Code 5550-5558	Architects; licensure
Bus. Code 6700-6706.3	Engineers <u>Professional Engineers Act</u>
Bus. Code 6750- 6766 <u>6767</u>	Engineers; licensure
CA Constitution Article 22	Architectural and engineering services
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act
Ed. Code 17070.50	Conditions for apportionment
Ed. Code 17250.10-17250.55	Design-build contracts
<u>Ed. Code 17250.60-17250.69</u>	<u>Alternative design-build contracts</u>
Ed. Code 17251-17256	CDE powers concerning buildings and building sites
Ed. Code 17260-17268	Plans and specifications for school facilities
Ed. Code 17280- 17316 <u>17317</u>	Building approvals
Ed. Code 17302	Persons qualified to prepare plans, specifications and estimates and supervise construction
Ed. Code 17316	Contract provision re school district property
Ed. Code 17371	Limitation on liability of governing board
Gov. Code 14837	Definition of small business
Gov. Code 4525-4529.5	Contracts with private architects, engineering, land surveying, and construction project management firms
Gov. Code 87100	Public officials; financial interest
Pub. Cont. Code 20111 <u>20110-20118.44</u>	School district contracts
Management Resources	Description
California Department of Education Publication	Plan Submission Requirements for Modernization Projects, Form SFPD 4.08 https://www.cde.ca.gov/ls/fa/sf/documents/rev408jul10.doc
California Department of Education Publication	Plan Submission Requirements for New Construction, Form SFPD 4.07 https://www.cde.ca.gov/ls/fa/sf/documents/jan2015407.doc

Office of Public School Construction Publication	School Facility Program Handbook, January 2019 https://www.dgs.ca.gov/OPSC/Resources/Page-Content/Office-of-Public-School-Construction-Resources-List-Folder/Handbooks-Guides-and-Brochures
Website	CSBA District and County Office of Education Legal Services
Website	Department of General Services, Division of the State Architect
Website	American Institute of Architects California Council
Website	Department of General Services, Office of Public School Construction
Website	California Department of Education, School Facilities

Cross References

Code	Description
1240	Volunteer Assistance
1240	Volunteer Assistance
3311	Bids
3311	Bids
3311.3	Design-Build Contracts
3312	Contracts
3515.6	Criminal Background Checks For Contractors
7000	Concepts And Roles
7110	Facilities Master Plan
7150	Site Selection And Development
7150	Site Selection And Development
9270	Conflict Of Interest
9270-E(1)	Conflict Of Interest

Bylaw 9124: Attorney

Status: ADOPTED

Original Adopted Date: 06/01/1991 | **Last Revised Date:** 07/09/01/20082023 | **Last Reviewed Date:** 07/09/01/20082023

CSBA NOTE: Education Code 35041.5, 35204, and 35205 authorize the Governing Board to enter into a contract to hire an attorney as a district employee or independent contractor or to contract with a private firm to provide legal services for purposes deemed appropriate by the Board. According to the Rules of Professional Conduct of the State Bar of California, ([Rule 1.13](#)), when an attorney is hired by an organization such as a school district, the attorney's client is the district as a whole, and not an individual Board member or employee. However, at certain times an attorney may owe a duty of defense to a Board member or employee pursuant to the Tort Claims Act (Government Code 814-895.8). See [For more information regarding the Tort Claims Act, see BP/AR 3320 - Claims and Actions Against the District](#), and [for more information regarding protection against liability for Board members, see BB 9260 - Legal Protection](#).

The California Council

[Districts may subscribe to CSBA's District and County Office of School Attorneys](#), which provides professional opportunities for school attorneys, is a component of CSBA. CSBA has also established the Education Legal Alliance to initiate and support litigation in cases of statewide significance. [Services to school districts receive legal advice, services, and resources.](#)

The Governing Board recognizes the complex legal environment in which districts operate and desires, [the need to provide legal representation for the district, and the importance of](#) reliable, [cost-effective](#), high-quality legal advice at reasonable rates. [and services.](#)

In order to meet the district's legal needs, the Board may contract with county counsel, attorneys in private practice, or appoint legal counsel [and fix and order paid legal counsel's compensation](#) as a district [an](#) employee or [as an](#) independent contractor. ([Education Code 35041.5](#))

[The Board may enter into independent contractor services agreements with county counsel, law firms, attorneys in private practice, and other public or private legal services entities. \(Education Code 35204, 35205; Government Code 26520, 26529\)](#)

The Board also supports pursuing collaborative legal efforts with other agencies and districts as [well as other government agencies as](#) appropriate.

Duties of Legal Counsel

The district's legal counsel may: (Education Code 35041.5)

1. Render legal advice to the Board and the Superintendent or designee
2. Serve the Board and the Superintendent or designee in the preparation and conduct of district litigation and administrative proceedings

3. Render advice on school bond and tax increase measures and prepare the necessary forms for the voting of these measures
4. Perform other administrative duties as assigned by the Board and Superintendent or designee

Retaining Legal Counsel

CSBA NOTE: Government Code 53060 exempts contracts for legal services from the bidding requirements of the Public Contract Code; for more information regarding bidding requirements, see AR 3311 - Bids. However, when entering into a new contract for legal services, it is recommended that the Board Boards may use a Request for Proposal (RFP) procedure in order to solicit a range of proposals for services. The following optional section is for use by districts that contract with outside firms to provide legal services and should be modified to reflect district practice.

When the district is seeking legal advice or representation, the Superintendent or designee shall identify prospective attorney(s), firm(s), and/or legal services entity(ies).

The district may, but is not required to, initiate a Request for Proposals (RFP) to advertise and solicit proposals for legal services. In evaluating the proposals, prospective attorney(s), firm(s), and/or entity(ies), the Board and Superintendent shall may consider the firm's or attorney's, firm's, and/or entity's background, experience, and relevant legal reputation in education law; experience advising or and representing school districts in California; fees; and experience of attorneys at the firm who will provide legal services.

Any attorney representing the district shall be admitted to practice law in California. (Education Code 35041.5)

The Board and Superintendent shall annually periodically evaluate the performance of the firm(s) and/or attorneys providing legal services in such areas as attorney(s); the efficiency and adequacy of advice; the results obtained for the district; the reasonableness of fees; and the responsiveness to and interactions with the Board, administration, and community. Upon a successful

The Board may use such evaluation; the Board may(s) to determine whether to renew the any current agreement with(s) for legal counsel without initiating an RFP. services.

The Board may also contract for temporary, specialized legal services without initiating an RFP, as appropriate, when a majority of the Board determines that the unique demands of a particular issue or emergency situation so requires require such representation.

Contacting Legal Counsel

CSBA NOTE: The following section should be modified to reflect district practice.

At his/her discretion, the The Board president, or Superintendent or designee, may, at their discretion, confer with district legal counsel subject to any limits or parameters established by the Board. In addition, the Board president, or Superintendent or Board president designee, may contact district legal counsel to provide the Board with legal information or advice when so directed by a majority of the Board.

Individual Board members other than the Board president may not seek advice from district legal counsel on matters of district business unless so authorized by the Superintendent, the Board president, or a majority of the Board.

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State

Ed. Code 35041

Description

Administrative adviser

Ed. Code 35041.5

Legal counsel

Ed. Code 35161

Board delegation of any powers or duties

Ed. Code 35200-35214

Liabilities

Ed. Code 35204

Contract with attorney in private practice

Ed. Code 35205

Contract for legal services

Gov. Code 26520

Legal services to school districts

[Gov. Code 26529](#)

[District Attorney](#)

Gov. Code 53060

Special services and advice

Gov. Code 814-895.8

Liability of public entities and public employees

Gov. Code 995-996.6

Defense of public employees

Management Resources

Description

CSBA Publication

The Brown Act: School Boards and Open Meeting Laws, rev. 2019

National School Boards Association
Publication

~~Selecting and Working with a School Attorney: A Guide for
School Boards, 1997~~

[State Bar of California Publication](#)

[California Rules of Professional Conduct](#)

Website

CSBA District and County Office of Education Legal Services

Website

State Bar of California

Website

California Council of School Attorneys

~~Website~~

~~[National School Boards Association](#)~~

Website

CSBA

Cross References

Code

Description

1160

Political Processes

1312.3

Uniform Complaint Procedures

1312.3

Uniform Complaint Procedures

1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1340	Access To District Records
1340	Access To District Records
2121	Superintendent's Contract
3311.2	Lease-Leaseback Contracts
3312	Contracts
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
4312.1	Contracts
9000	Role Of The Board
9200	Limits Of Board Member Authority
9260	Legal Protection
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

CSBA POLICY GUIDE SHEET
Instructional Materials Special Packet October 2023

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 0410 - Nondiscrimination in District Programs and Activities

Policy updated to reflect **NEW LAW (AB 1078, 2023)** which (1) requires that the district's policy prohibiting discrimination, harassment, intimidation, and bullying include a statement that the policy applies to all acts of the Governing Board and Superintendent in enacting policies and procedures that govern the district, (2) clarifies when it is unlawful discrimination for the Board to refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, (3) requires the California Department of Education to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum, and (4) provides that complaints alleging discrimination related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified. Policy also updated to reference **NEW U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS GUIDANCE** documents which provide that (1) a district may not separate students based on race, but may include group discussions or activities that focus on race as part of the curriculum, courses, or programs so long as access or participation is not permitted or limited based on race, (2) a school-sponsored program with emphasis on race, such as a student club, that is open to all students, typically would not violate Title VI solely because of its race-related theme, and (3) a district's responsibility not to discriminate against students applies to any of its programs or activities, whether directly or through contractual or other arrangements. Additionally, policy updated to expand the list of characteristics for which discrimination is prohibited in order to more closely align with law; and, to reflect **NEW LAW (SB 523, 2022)** which includes reproductive health decisionmaking as a characteristic for which employees, job applicants, unpaid interns and volunteers are protected against unlawful discrimination and harassment.

Board Policy 1312.2 - Complaints Concerning Instructional Materials

Policy updated to reflect **NEW LAW (AB 1078, 2023)** which (1) requires the California Department of Education (CDE) to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum, (2) clarifies when it is unlawful discrimination for the Governing Board to refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, (3) provides that complaints alleging discrimination related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified, and (4) requires CDE to issue, by July 1, 2025, guidance regarding how to review instructional materials to ensure that they represent diverse perspectives and are culturally relevant. Policy also updated to expand and amend the list of criteria to be considered when instructional or library materials are being challenged; and, to provide that, unless required by law, any challenged material that is reviewed by the district will not be subject to further reconsideration for 12 months.

Administrative Regulation 1312.2 - Complaints Concerning Instructional Materials

Regulation updated to provide that for an instructional materials complaint for a nonprinted material the location of the objection be given; include that acknowledgement of receipt of an instructional materials complaint and notification of a review committee's decision be in writing; and, add that staff, in addition to the Superintendent or designee and teacher(s), be notified by the Principal as appropriate when an instructional materials complaint is received. Regulation also updated to delete material in the section

"Formal Complaint" related to a request by a parent/guardian who has filed a complaint for the student to be excused from using the challenged material while the complaint is pending; and, move the section "Review Committee" to come before the section "Superintendent Determination" so that it follows chronologically. Additionally, regulation updated to amend the section "Review Committee" to provide that (1) the Superintendent or designee may appoint parents/guardians and students, in addition to administrators and staff from relevant instructional and administrative areas, to serve on the committee, (2) include that the Superintendent or designee may provide training to the review committee to ensure the committee is informed regarding its responsibilities, applicable laws, and Board policies and administrative regulations when reviewing instructional materials, and (3) delete the list of criteria to be considered when instructional materials are being challenged, as this list is provided in the accompanying Board policy.

Exhibit(1) 1312.2 - Complaints Concerning Instructional Materials

Exhibit updated to specify that the "Request for Reconsideration of Existing Instructional Materials" form is for use when challenging the content of any existing textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library. Exhibit also updated to accommodate for digital instructional materials; merge together portions of the form that are content related; and, change from a checklist to an open ended response the portion regarding the complainants preference for what should be done about a challenged instructional material.

Board Policy 1312.3 - Uniform Complaint Procedures

Policy updated to ensure compliance with the California Department of Education's (CDE) 2023-24 federal program monitoring instrument, and reflect **NEW LAW (AB 1078, 2023)** which (1) clarifies when it is unlawful discrimination for the Governing Board to refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, (2) provides that complaints alleging discrimination related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified, and (3) requires CDE to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum. Policy also updated to reflect that the California Department of Fair Employment and Housing is now called the California Civil Rights Department.

Administrative Regulation 1312.3 - Uniform Complaint Procedures

Regulation updated to reference **NEW LAW (AB 1078, 2023)** which (1) clarifies when it is unlawful discrimination for the Governing Board to refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, (2) provides that complaints alleging discrimination related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified, and (3) requires the California Department of Education (CDE) to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum. Regulation also updated to ensure compliance with CDE's 2023-24 federal program monitoring instrument

Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures

Regulation updated to reflect **NEW LAW (AB 1078, 2023)** which (1) requires the California Department of Education (CDE) to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum, (2) provides that complaints related to instructional materials alleging that more than one student does not have sufficient textbooks or instructional materials as the result of an act by the Governing Board, or the Board's failure to remedy the deficiency, may be filed with the Superintendent of Public Instruction (SPI) directly, and the SPI may directly intervene without waiting for an investigation, and, (3) requires CDE, upon a finding that a district has not provided sufficient textbooks or instructional

materials, to take all remedial actions required by law, including purchasing textbooks and instructional materials and assessing a financial penalty against the district's local control funding formula. Regulation also updated to reflect **NEW LAW (SB 114, 2023)** which requires that the Williams uniform complaint procedure be used to address a complaint related to teacher misassignment that claims that a teacher who lacks credentials or training to teach English learners is assigned to teach a class with one or more English learners in the class, (formerly with more than 20 percent English learners in the class), and **NEW LAW (SB 760, 2023)** which authorizes districts to temporarily close a restroom for a documented student safety concern, an immediate threat to student safety, or to repair the facility.

Exhibit(1) 1312.4 - Williams Uniform Complaint Procedures

Exhibit updated to reference **NEW LAW (SB 760, 2023)** which authorizes districts to temporarily close a restroom for a documented student safety concern, an immediate threat to student safety, or to repair the facility, and **NEW LAW (SB 114, 2023)** which requires that the Williams uniform complaint procedure be used to address a complaint related to teacher misassignment that claims that a teacher who lacks credentials or training to teach English learners is assigned to teach a class with one or more English learners in the class, (formerly with more than 20 percent English learners in the class).

Exhibit(2) 1312.4 - Williams Uniform Complaint Procedures

Exhibit updated to reflect **NEW LAW (SB 114, 2023)** which requires that the Williams uniform complaint procedure be used to address a complaint related to teacher misassignment that claims that a teacher who lacks credentials or training to teach English learners is assigned to teach a class with one or more English learners in the class, (formerly with more than 20 percent English learners in the class), and **NEW LAW (SB 760, 2023)** which authorizes districts to temporarily close a restroom for a documented student safety concern, an immediate threat to student safety, or to repair the facility. Exhibit also updated to reflect **NEW LAW (AB 1078, 2023)** which provides that complaints related to instructional materials alleging that more than one student does not have sufficient textbooks or instructional materials as the result of an act by the Governing Board, or the Board's failure to remedy the deficiency, may be filed with the Superintendent of Public Instruction directly.

Board Policy 5145.3 - Nondiscrimination/Harassment

Policy updated to reflect **NEW LAW (AB 1078, 2023)** which (1) requires that the district's policy prohibiting discrimination, harassment, intimidation, and bullying include a statement that the policy applies to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district, and (2) clarifies when it is unlawful discrimination for the Board to refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library. Policy also updated to provide that all allegations of unlawful discrimination in district programs and activities shall be brought, investigated, and resolved in accordance with the district's uniform complaint procedures. Additionally, policy updated to reflect **NEW U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS GUIDANCE** documents which (1) state that a district may not separate students based on race, but may include group discussions or activities that focus on race as part of the curriculum, courses, or programs so long as access or participation is not permitted or limited based on race, (2) provide that a school-sponsored program with emphasis on race, such as a student club, that is open to all students, typically would not violate Title VI solely because of its race-related theme, and (3) address discrimination in the use of discipline based on disability, race, and gender expression.

Board Policy 6143 - Courses of Study

Policy updated to expand the list of characteristics for which the district may not, on the basis of the student's actual or perceived characteristic, provide any course separately or require or refuse participation by any student, to more closely align with law.

Administrative Regulation 6143 - Courses of Study

Regulation updated to reflect **NEW LAW (AB 1078, 2023)** which (1) includes people of all genders (formerly "men and women"), Latino Americans (formerly "Mexican Americans"), LGBTQ+ Americans (formerly "lesbian, gay, bisexual, and transgender Americans"), and members of other ethnic, cultural, religious, and socioeconomic status groups (formerly "ethnic and cultural") to the groups for which

instruction in social studies is required to include a study of the role and contributions of. Regulation also updated to reflect the requirement for districts that offer a health education course to middle or high school students to include in such course mental health instruction.

Board Policy 6161.1 - Selection and Evaluation of Instructional Materials

Policy updated to reflect **NEW LAW (AB 1078, 2023)** which (1) requires the California Department of Education (CDE) to issue, by July 1, 2025, guidance regarding how to review instructional materials to ensure that they represent diverse perspectives and are culturally relevant, (2) requires CDE to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum, (3) requires the Governing Board to submit a copy of any resolution reflecting a finding of insufficient textbooks or other instructional materials to the County Superintendent of Schools no later than three business days after the hearing on such materials, (4) clarifies when it is unlawful discrimination for the Board to refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, and (5) provides that complaints alleging discrimination related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified. Policy also updated to expand the list in the first philosophical statement regarding the Governing Board's desires for the district's instructional materials; clarify that instructional materials for mathematics and English language arts that are aligned to common core academic content standards are deemed to be aligned to state academic content standards adopted by the State Board of Education, move up the statement regarding the inclusion of the degree to which every student has sufficient access to standards-aligned instructional materials into the district's local control and accountability plan, and provide that the district shall take any action to ensure that each student has sufficient materials within two months of the beginning of the school year if the County Superintendent makes the district aware of a school that does not have sufficient instructional materials.

Administrative Regulation 6161.1 - Selection and Evaluation of Instructional Materials

Regulation updated to add that instructional materials being piloted by the district assess the extent to which the materials accurately reflect and value society's diversity. Regulation also updated to reflect **NEW LAW (AB 1078, 2023)** which includes people of all genders (formerly "men and women"), Latino Americans (formerly "Mexican Americans"), LGBTQ+ Americans (formerly "lesbian, gay, bisexual, and transgender Americans"), and members of other ethnic, cultural, religious, and socioeconomic status groups (formerly "ethnic and cultural") to the groups for which instruction in social studies is required to include a study of the role and contributions of, and (2) requires the California Department of Education to issue, by July 1, 2025, guidance regarding how to review instructional materials to ensure that they represent diverse perspectives and are culturally relevant. Additionally, regulation updated to include, for instructional materials being recommended for adoption by the Governing Board, that they include specified subject content requirements, support the district's local control and accountability plan, stimulate exploration of ideas and intellectual exchanges, and include options for materials in digital format.

Exhibit(1) 6161.1 - Selection and Evaluation of Instructional Materials

Exhibit updated to clarify that districts who have determined that sufficient materials were not provided to students at a district school(s) in a certain subject(s), should complete the section "Finding of Insufficient Textbooks or Instructional Materials in One or More Subjects" in addition to the section "Finding of Sufficient Textbooks or Instructional Materials." Exhibit also updated to separate out section regarding "Finding of Available Science Laboratory Equipment for Grades 9-12," and to clarify the definition of "sufficient textbooks or instructional materials" in regard to materials in digital format. Additionally, Exhibit updated to reflect **NEW LAW (AB 1078, 2023)** which requires the Governing Board to submit a copy of any resolution reflecting a finding of insufficient textbooks or other instructional materials to the County Superintendent of Schools no later than three business days after the hearing on such materials.

Board Policy 6161.11 - Supplementary Instructional Materials

Policy updated to reflect **NEW LAW (AB 1078, 2023)** which clarifies when it is unlawful discrimination for the Governing Board to refuse to approve the use or prohibit the use of any textbook, instructional material,

supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, (2) requires the California Department of Education (CDE) to issue, by July 1, 2025, guidance regarding how to review instructional materials to ensure that they represent diverse perspectives and are culturally relevant, (3) requires CDE to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum, and (4) provides that complaints alleging discrimination related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified. Policy also updated to delete the section "Supplementary Materials Aligned with Common Core Standards" as these interim materials are no longer necessary since the State Board of Education has adopted K-8 textbooks and instructional materials aligned to the Common Core Standards. Additionally, policy updated to include factual accuracy and whether the material contains pervasive vulgarity or profanity in the determination of compliance of supplemental materials with district criteria; and, add that the Superintendent or designee may provide training to administrators and teachers in the selection and evaluation of supplementary instructional materials, including the criteria to be utilized and applicable legal considerations.

Board Policy 6163.1 - Library Media Centers

Policy updated to expand the first philosophical paragraph regarding the Governing Board's recognition of how school libraries support the educational program and the Board's desire for books and other resources that are stocked in school libraries. Policy also updated to reflect **NEW LAW (AB 1078, 2023)** which clarifies when it is unlawful discrimination for the Board to refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, (2) requires the California Department of Education (CDE) to issue, by July 1, 2025, guidance regarding how to review instructional materials to ensure that they represent diverse perspectives and are culturally relevant, (3) requires CDE to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum, and (4) provides that complaints alleging discrimination related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified. Additionally, policy updated in regard to the criteria for evaluation of the condition and use of school libraries to add (1) that the quality of the collection at each library include types of materials (fiction, non-fiction, newspapers, magazines, encyclopedias, materials in other languages, and reference materials), alignment with curriculum, and provision of a broad spectrum of knowledge and viewpoints, and (2) that principals, teachers, and library personnel have knowledge of the process to follow when a library material(s) is challenged.

Policy 0410: Nondiscrimination In District Programs And Activities

Status: ADOPTED

Original Adopted Date: 02/01/2014 | **Last Revised Date:** 05/10/01/20182023 | **Last Reviewed Date:** 05/10/01/20182023

CSBA NOTE: Education Code 234.1 mandates districts to adopt policy and regulations as well as a process to ensure that district programs and activities are free from unlawful discrimination. Education Code 234.1 requires that the district's nondiscrimination policy include a statement that the policy applies to all acts related to a school activity or school attendance and, as amended by AB 1078 (Ch. 229, Statutes of 2023), to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district. Education Code 234.1, as amended by AB 1078, contains similar language regarding the County Board of Education and the County Superintendent of Schools.

In accordance with various provisions of state and federal law, discrimination in education programs and activities is unlawful when it is based on certain actual or perceived characteristics of an individual. Education Code 220, as amended by AB 699 (Ch. 493, Statutes of 2017), prohibits discrimination based on race or ethnicity, nationality, immigration status, sex, sexual orientation, gender, gender identity, gender expression, religion, disability, or any other characteristic contained in the definition of hate crimes in Penal Code 422.55. Education Code 260 prohibits discrimination based on age. Government Code 11135 prohibits discrimination based on all many of the foregoing characteristics and on age, disability, and an individual's genetic information and medical condition. Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-7) prohibits discrimination on the basis of race, color, and national origin. Title IX (20 USC 1681-1688) prohibits discrimination on the basis of sex; gender, gender identity, pregnancy, and parental status. The Americans with Disabilities Act (ADA) (42 USC 12101-12213) and Section 504 of the Rehabilitation Act of 1973 (29 USC 794) prohibit discrimination on the basis of disability. For policy language protecting students against discrimination and harassment, see BP/AR 5145.3 - Nondiscrimination/Harassment and BP/AR 5145.7 - Sexual Harassment.

Education Code 260 and 5 CCR 4900-4965 require the Governing Board to monitor district compliance with these state and federal laws. The federal laws are enforced by the Office for Civil Rights (OCR) of the U.S. Department of Education, and the California Department of Education (CDE) may investigate complaints regarding discrimination pursuant to 5 CCR 4600-4670.

OCR's August 2023 Dear Colleague Letter, "Race and School Programming," states that a district may not separate students based on race, but may include group discussions or activities that focus on race as part of the curriculum, courses, or programs so long as access or participation is not permitted or limited based on race. OCR's guidance also provides that a school-sponsored program with emphasis on race, such as a student club, that is open to all students, typically would not violate Title VI solely because of its race-related theme.

Additionally, OCR's May 2023 Dear Colleague Letter, "Resource on Confronting Racial Discrimination in Student Discipline," published in conjunction with the U.S. Department of Justice (DOJ), states that a district's responsibility not to discriminate against students applies to any of its programs or activities, whether directly or through contractual or other arrangements.

Similarly, Government Code 12940 provides protections for employees, job applicants, unpaid interns, and volunteers against unlawful discrimination and harassment: on the basis of actual or

perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran or military status, sex, sexual orientation, gender, gender identity, or gender expression, and, as amended by SB 523 (Ch. 630, Statutes of 2022), includes reproductive health decisionmaking. For policy language addressing these protections against discrimination as they relate to volunteers, see BP 1240 -- Volunteer Assistance, and in relation to employees, unpaid interns, and job applicants, see BP 4030 -- Nondiscrimination in Employment.

The Governing Board This policy shall apply to all acts related to a school activity or school attendance and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district.

The Board 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, reproductive health decisionmaking, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, veteran or military status, 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.

CSBA NOTE: Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), mandates that districts adopt policy consistent with the California Attorney General's General's model policy contained in the Office of the Attorney General's General's publication, "Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's California's K-12 Schools in Responding to Immigration Issues." That model policy includes statements regarding the equitable provision of services and a prohibition against the use of school resources or data for creating a registry based on specific characteristics. In addition, Government Code 8310.3, as added by SB 31 (Ch. 826, Statutes of 2017), prohibits districts from disclosing information about immigration status or religion to federal government authorities for use in the compilation of a registry for immigration enforcement or otherwise assisting in the creation of such a registry. For more information regarding this mandate and appropriate responses to citizenship and immigration concerns, see BP/AR 5145.13 – Response to Immigration Enforcement.

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

CSBA NOTE: Education Code 243, as added by AB 1078, clarifies when it is unlawful discrimination for the Board to (1) refuse to approve the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library or (2) prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library. The Board may not refuse to approve such use on the basis that the material includes a study of the role and contributions of specified individuals or groups, unless the study of the role and contributions reflects adversely upon legally protected groups. Additionally, the Board

may not prohibit such use on the basis that the study of the role and contributions contain inclusive or diverse perspectives.

Education Code 242, as added by AB 1078, requires CDE to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum.

District programs and activities shall be free of any discriminatory use, selection, or rejection of textbooks, instructional materials, library books, or similar educational resources.

The use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education Code 243)

CSBA NOTE: Education Code 221.2-221.3 (the California Racial Mascot Act) declare the use of racially derogatory or discriminatory school or athletic team names, mascots, or nicknames to be contrary to an equal education and specifically prohibit public schools from using the term "Redskins" as a school or athletic team name, mascot, or nickname. The following paragraph expands this prohibition to include any racially derogatory or discriminatory athletic team name, mascot, or nickname and may be revised to reflect district practice.

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

CSBA NOTE: Pursuant to Education Code 221.5, a district is required to permit a student to participate in sex-segregated school programs and activities, including athletic teams and competitions, and to use facilities consistent with the student's gender identity, regardless of his/her the student's gender as listed on his/her the student's educational records. See BP/AR 5145.3 - Nondiscrimination/Harassment.

For further information, see CSBA's Updated “Legal Guidance: Protecting on Rights of Transgender and Gender Nonconforming Students Against Sex Discrimination in Schools,” and CSBA's Recently Asked Questions, “Parental and Student Rights in Relation to Transgender and Gender Nonconforming Students.”

The Superintendent or designee shall annually review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. He/she The Superintendent or designee shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her the findings and recommendations to the Board after each review.

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

CSBA NOTE: Complaints alleging discrimination based on a violation of Education Code 243, as added by AB 1078, related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, as described above, may be brought under the district's uniform complaint procedures (UCP) or may be filed directly with the Superintendent of Public Instruction

(SPI). Complaints that are filed directly with the SPI are required to identify the basis for doing so, and present evidence that supports the basis for the direct filing. In such cases, the SPI may directly intervene without waiting for an investigation by the district. See BP/AR 1312.3 – Uniform Complaint Procedures.

All allegations of unlawful discrimination in district programs and activities shall be brought, investigated, and resolved in accordance with Board Policy 1312.3 – Uniform Complaint Procedures.

CSBA NOTE: Many nondiscrimination laws and regulations contain a notification requirement. For example, pursuant to 34 CFR 104.8 and 106.98, a district that receives federal aid is required to take "continuing steps" to notify students, parents/guardians, employees, employee organizations, and applicants for admission and employment that it does not discriminate on the basis of disability or sex in its educational programs or activities. In addition, Education Code 221.61 requires districts to post specified information relating to Title IX on their ~~web sites~~websites. To ensure consistent implementation of the laws, the same notification requirement should be adopted for all the protected categories as provided in the following paragraph.

Pursuant to 34 CFR 104.8 and 34 CFR 106.98, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's ~~web site~~website and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

CSBA NOTE: Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), requires the following notification. Information about the educational rights of all students is contained in the appendix of the Office of the Attorney General's publication, "Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues."

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

CSBA NOTE: Pursuant to Education Code 48985, when 15 percent or more of students enrolled in a school speak a single primary language other than English, all notices and reports sent to the parents/guardians of these students must also be written in the primary language and may be answered by the parent/guardian in English or the primary language. In addition, 20 USC 6311 and 6312 require that districts receiving Title I funds provide parent/guardian notices in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians understand.

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language. (Education Code 48985; 20 USC 6312)

Access for Individuals with Disabilities

CSBA NOTE: Pursuant to the ADA and its implementing regulations, 28 CFR 35.150 and 35.151, district facilities must be accessible to and usable by individuals with disabilities. Compliance methods may include equipment redesign, reassignment of services to accessible buildings, assignment of aides to beneficiaries, home visits, delivery of services at alternate accessible sites, and alteration of existing facilities and construction of new facilities. In achieving compliance, a district need not make structural changes to existing facilities if other methods are effective and the district can demonstrate that the structural change would result in a fundamental alteration in the nature of the activity or an undue financial or administrative burden. However, pursuant to 28 CFR 35.151, all newly constructed facilities must comply with the 2010 ADA Standards for Accessible Designs issued by the U.S. Department of Justice. [DOJ](#).

In addition, pursuant to 28 CFR 35.136, a district must permit an individual with a disability to be accompanied by a service animal on district premises when, without the animal's assistance, the individual with a disability will not be able to access or participate in a district program or activity. For language addressing this mandate, see AR 6163.2 - Animals at School. Districts with questions about compliance with the ADA should consult with [CSBA's District and County Office of Education Legal Services](#) or district legal counsel as appropriate.

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

CSBA NOTE: Pursuant to 28 CFR 35.130 and 35.160, the ADA requires districts to provide services and aids to ensure that a disabled individual is not excluded from participation or denied a benefit, service, or program on the basis of a disability. However, if the district can show that providing such aids and services would fundamentally alter the nature of the function, program, or meeting or would be an undue burden, then the district need not provide them.

[The requirement to provide services and aids extends to qualified individuals with speech, hearing, or vision disabilities who participate in Medi-Cal, and, in accordance with the Department of Health Care Services Policy and Procedure Letters No. 21-017R and No. 23-004, districts are required to have a plan to meet these alternative format requirements; see AR 5141.6 - School Health Services.](#)

In addition, Government Code 54953.2 requires that all Board meetings meet the protections of the ADA and implementing regulations (28 CFR 35.160 and 36.303). ~~In effect, the~~ [The](#) district must ensure that such meetings are accessible to persons with disabilities and that, upon the request of any person with a disability, disability-related accommodations, such as auxiliary aids and services, are made available. [Additionally, Government Code 54953, as amended by AB 2449 \(Ch. 285, Statutes of 2022\), requires boards to maintain and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the ADA, and to resolve any doubt in favor of accessibility. See BB 9320 - Meetings and Notices and BB 9322 - Agenda/Meeting Materials.](#)

OCR has interpreted the ADA and Section 504 of the Rehabilitation Act of 1973 to include the requirement that district ~~web sites~~ [websites](#) be accessible to individuals with disabilities. See ~~the~~ OCR's June 2010 and May 2011 Dear Colleague Letters and BP 1113 - District and School ~~Web Sites~~ [Websites](#).

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or

enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school ~~web sites~~websites, notetakers, written materials, taped text, and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or ~~principal~~designee if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

CSBA NOTE: Pursuant to 28 CFR 35.107, a district that has 50 or more employees is required to designate at least one employee to coordinate the district's efforts to comply with the ADA. The designated employee could be the same individual or position responsible for the district's compliance with state and federal laws and regulations governing educational programs as identified in the district's ~~uniform complaint~~UCP procedures. The following paragraph, which identifies the person or position identified in the AR 1312.3 - Uniform Complaint Procedures as the responsible employee, may be modified if the district chooses to designate another person or position.

The individual identified in ~~AR~~Administrative Regulation 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state federal civil rights laws is hereby designated as the district's ADA coordinator. ~~He/she~~The compliance officer shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

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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 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51007	Legislative intent; state policy

Ed. Code 51204.5	Social sciences instruction; contributions of specified groups
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 60010	Instructional materials; definition
Ed. Code 60040-60052	Requirements for instructional materials
Gov. Code 11000	Definitions
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 54953	Meetings; Americans with Disabilities Act accessibility
Gov. Code 54953.2	Brown Act compliance with Americans with Disabilities Act
Gov. Code 8310.3	California Religious Freedom Act
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Crimes; harassment
Federal	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
20 USC 2301-2414	Strengthening Career and Technical Education for the 21st Century Act
20 USC 6311	State plan
20 USC 6312	Local educational agency plan
28 CFR 35.101-35.190	Americans with Disabilities Act
28 CFR 36.303	Nondiscrimination on the basis of disability, public accommodations, auxiliary aids, and services
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.1-100.13	Nondiscrimination in federal programs; effectuating Title VI
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 106.1-106.6182	Discrimination on the basis of sex; effectuating Title IX
34 CFR 106.9	Severability
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
Management Resources	Description
CA Civil Rights Department Publication	California Law Prohibits Workplace Discrimination and Harassment https://calcivilrights.ca.gov/wp-content/uploads/sites/32/2023/01/Workplace-Discrimination-Poster_ENG.pdf

<u>CA Department of Health Care Services Publication</u>	<u>Policy and Procedures Letter No. 23-004, February 2023</u>
<u>CA Department of Health Care Services Publication</u>	<u>Policy and Procedures Letter No. 21-017R, December 2021</u>
CA Office of the Attorney General Publication	Promoting a Safe and Secure Learning Environment for All: <u>Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018</u> (https://oag.ca.gov/sites/all/files/agweb/pdfs/bcj/school-guidance-model-k12.pdf)
CSBA Publication	Updated Legal Guidance: Protecting on Rights of Transgender and Gender Nonconforming Students Against Sex Discrimination, March 2017 <u>in Schools, October 2022</u> (https://www.csba.org/-/media/CSBA/Files/Advocacy/LegalAdvocacy/Legal-Guidance-Transgender-Legal-10-2022.ashx?la=en&rev=a3fb600ee6d640598c038dfceaef871c)
<u>CSBA Publication</u>	<u>Parental and Student Rights in Relation to Transgender and Gender Nonconforming Students, Recently Asked Questions, August 2023</u>
<u>U.S. Department of Justice Publication, Civil Rights Division Publication</u>	<u>Guidance on Web Accessibility and the ADA, March 2022</u>
U.S. Department of Justice, <u>Civil Rights Division</u> Publication	Accessibility of State and Local Government Websites to People with Disabilities, June 2003 <u>February 2020</u> (https://www.ada.gov/resources/accessibility-govt-websites/)
U.S. Department of Justice, <u>Civil Rights Division</u> Publication	2010 ADA Standards for Accessible Design, September 2010 (https://www.ada.gov/law-and-regs/design-standards/2010-stds/)
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter, May 26, 2011 : <u>Race and School Programming, August 2023</u> (https://www2.ed.gov/about/offices/list/ocr/letters/colleague-20230824.pdf)
U.S. DOE, Office for Civil Rights Publication	<u>Dear Colleague Letter: Frequently Asked Questions About the June 29, 2010, Dear Colleague Letter, May 26, 2011</u> (https://www2.ed.gov/about/offices/list/ocr/letters/colleague-201105-pse.pdf)
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: <u>Electronic Book Readers, June 29, 2010</u> (https://www2.ed.gov/about/offices/list/ocr/letters/colleague-20100629.pdf)
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Title IX Coordinators, April 2015 <u>Supporting Transgender Youth in School, June 2021</u> (https://www2.ed.gov/about/offices/list/ocr/docs/ed-factsheet-transgender-202106.pdf)
U.S. DOE, Office for Civil Rights <u>and U.S. DOJ, Civil Rights Division</u> Publication	<u>Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016</u> <u>Dear Colleague Letter: Resource on Confronting Racial Discrimination in Student Discipline, May 2023</u> (https://www2.ed.gov/about/offices/list/ocr/docs/tvi-student-discipline-resource-202305.pdf)
U.S. DOE, Office for Civil	Nondiscrimination in Employment Practices in Education, August 1991

Rights Publication	https://www2.ed.gov/about/offices/list/ocr/docs/hq53e8.html
U.S. DOE, Office for Civil Rights Publication	Notice of Non-Discrimination, Fact Sheet, August 2010
Website	CSBA District and County Office of Education Legal Services
Website	World Wide Web Consortium, Web Accessibility Initiative
Website	Pacific ADA Center
Website	U.S. Department of Justice, Civil Rights Division, Disability Rights Section
Website	California Office of the Attorney General
Website	California Safe Schools Coalition
Website	CSBA
Website	California Department of Education
Website	California Civil Rights Department
Website	California Department of Health Care Services (https://www.dhcs.ca.gov/)
Website	U.S. Equal Employment Opportunity Commission
Website	U.S. Department of Education, Office for Civil Rights
World Wide Web Consortium Publication	Web Content Accessibility Guidelines, December 2008

Cross References

Code	Description
0100	Philosophy
0415	Equity
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0470	COVID-19 Mitigation Plan
1100	Communication With The Public
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1330	Use Of School Facilities
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3555	Nutrition Program Compliance

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4030	Nondiscrimination In Employment
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4119.21	Professional Standards
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4119.22	Dress And Grooming
4131	Staff Development
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4144	Complaints
4161.8	Family Care And Medical Leave
4211	Recruitment And Selection
4211.2	Legal Status Requirement
4211.2	Legal Status Requirement
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4219.22	Dress And Grooming
4244	Complaints
4244	Complaints
4261.8	Family Care And Medical Leave

4311	Recruitment And Selection
4311.2	Legal Status Requirement
4311.2	Legal Status Requirement
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.22	Dress And Grooming
4331	Staff Development
4344	Complaints
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4361.8	Family Care And Medical Leave
5113.1	Chronic Absence And Truancy
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5141.22	Infectious Diseases
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5145.12	Search And Seizure
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5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.7	Sexual Harassment
5145.7	Sexual Harassment

5145.71	Title IX Sexual Harassment Complaint Procedures
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6141.5	Advanced Placement
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6142.3	Civic Education
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6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
<u>6143</u>	<u>Courses Of Study</u>
6144	<u>Controversial Issues</u>
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6152.1	Placement In Mathematics Courses
6152.1	Placement In Mathematics Courses
6158	Independent Study
6158	Independent Study

6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
<u>6161.11</u>	<u>Supplementary Instructional Materials</u>
6162.5	Student Assessment
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6163.2	Animals At School
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6173.1	Education For Foster Youth
6173.4	Education for American Indian Students
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6200	Adult Education

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7310	Naming Of Facility
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9220	Governing Board Elections
9320	Meetings And Notices
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Policy 1312.2: Complaints Concerning Instructional Materials

Status: ADOPTED

Original Adopted Date: 09/01/1988 | **Last Revised Date:** 03/10/01/2006/2023 | **Last Reviewed Date:** 03/10/01/2006/2023

CSBA NOTE: The following optional policy and the accompanying administrative regulation, and exhibit are for complaints concerning the content or use of any existing textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library, and should be revised to reflect district practice.

Pursuant to Education Code 242, as added by AB 1078 (Ch. 229, Statutes of 2023), the California Department of Education (CDE) is required to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum.

For complaints regarding the sufficiency of instructional materials or textbooks pursuant to Education Code 35186, see AR/E(1)/E(2) 1312.4 - Williams Uniform Complaint Procedures.

For more information regarding the selection, evaluation, and prohibited use of individual instructional materials, see BP/AR 6161.1 - Selection and Evaluation of Instructional Materials, BP 6161.11 - Supplementary Instructional Materials, and BP 6163.1 - Library Media Centers.

The Governing Board uses a comprehensive process to adopt district instructional materials that is based on selection criteria established by law and Board policy and includes opportunities for the involvement of district staff, parents/guardians, and community members, and, as appropriate, students. Complaints concerning the content or use of instructional materials, including textbooks, supplementary instructional materials, library materials, or other instructional materials and equipment, shall be properly and fairly considered using established complaint procedures.

Parents/guardians are encouraged to discuss any concerns regarding instructional materials with their child's teacher and/or the school principal. If the situation remains unresolved, a complaint may be filed using the process specified in the accompanying administrative regulation: and exhibit.

The district shall accept complaints concerning instructional materials only from staff, district residents, or the parents/guardians of children enrolled in a district school. (Education Code 35160)

When deliberating upon challenged materials, the Superintendent and/or review committee shall consider the educational philosophy of the district, the professional opinions of teachers of the subject and of other competent authorities, reviews of the materials by reputable bodies, the teacher's stated objectives in using the materials, community standards, and the objections of the complainant.

Complainants are encouraged to accept the Superintendent's or review committee's decision. However, if the complainant finds that decision unsatisfactory, he/she may appeal the decision to the Board.

The district's decision shall be based on educational suitability of the materials and the criteria established in Board policy and administrative regulation.

CSBA NOTE: Education Code 243, as added by AB 1078, clarifies when it is unlawful discrimination for the Governing Board to (1) refuse to approve the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library or (2) prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library. The Board may not refuse to approve such use on the basis that the material includes a study of the role and contributions of specified individuals or groups, unless the study of the role and contributions reflects adversely upon legally protected groups. Additionally, the Board may not prohibit such use on the basis that the study of the role and contributions contain inclusive or diverse perspectives.

Complaints alleging discrimination based on a violation of Education Code 243, as added by AB 1078, may be brought under the district's uniform complaint procedures or may be filed directly with the Superintendent of Public Instruction (SPI). Complaints that are filed directly with the SPI are required to identify the basis for doing so, and present evidence that supports the basis for the direct filing. In such cases, the SPI may directly intervene without waiting for an investigation by the district. See BP/AR 1312.3 – Uniform Complaint Procedures.

However, a complaint related to the use or prohibited use of any existing textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library that alleges unlawful discrimination based on a violation of Education Code 243 shall be filed, investigated, and resolved in accordance with Board Policy 1312.3 – Uniform Complaint Procedures.

CSBA NOTE: Pursuant to Education Code 60040.5, as added by AB 1078, CDE is required to issue, by July 1, 2025, guidance regarding how to review instructional materials to ensure that they represent diverse perspectives and are culturally relevant.

When deliberating upon challenged materials, the Superintendent, or any designee or committee established by the Superintendent to review the materials, shall consider the degree to which the materials aligned with the criteria for instructional materials as specified in law, Board policy, and administrative regulation. In addition, such deliberations may consider the educational philosophy and vision of the district; the educational suitability of the materials including the manner in which the materials support the curriculum and appropriateness for the student's age; the professional opinions of teachers of the subject and of other competent authorities and/or experts; reviews of the materials by reputable bodies; the stated objectives in using the materials; community standards; the allegations in the complaint, including the extent to which the objections are based on the dislike of ideas contained in the materials; and the impact that keeping or removing the materials would have on student well-being.

CSBA NOTE: Education Code 243, as added by AB 1078, clarifies that it is unlawful discrimination for the Board to prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library on the basis that it contains inclusive or diverse perspectives. While Education Code 243 is specifically applicable to boards, districts should assume that any similar decision by the Superintendent, designee, or any committee established by the Superintendent would likely constitute unlawful discrimination as well; see BP 6161.1 – Selection and Evaluation of Instructional Materials.

The Superintendent, or any designee or committee established by the Superintendent to review the materials, shall not prohibit the continued use of an appropriately adopted textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library on the basis that it contains inclusive and/or diverse perspectives, as specified in Education Code 243.

If the complainant finds the Superintendent's or review committee's decision unsatisfactory, the complainant may appeal the decision to the Board.

CSBA NOTE: The following optional paragraph limits reconsideration within a specified time period and should be modified to reflect district practice.

~~When any~~Any challenged instructional material that is reviewed by the district, it shall not be subject to further reconsideration for 12 months, unless ~~the Superintendent determines that reconsideration is warranted~~required by law.

CSBA NOTE: Education Code 35186 details a specific process that districts must use to resolve complaints regarding sufficiency/availability of instructional materials or textbooks. See AR/E(1)/E(2) 1312.4 - Williams Uniform Complaint Procedures.

Pursuant to Education Code 60119, boards are required to hold a public hearing annually regarding the sufficiency of instructional materials. If, at the public hearing, the Board makes a determination of "insufficient materials", Education Code 1240, as amended by AB 1078, requires the Board to take certain actions and specifies potential consequences for not remedying the deficiency as required by law; see BP 6161.1 – Selection and Evaluation of Instructional Materials.

Complaints related to the sufficiency of textbooks or instructional materials shall be resolved ~~pursuant to the district's~~as specified in Administrative Regulation 1312.4 – Williams uniform complaint procedure at AR 1312.4Uniform Complaint Procedures.

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

5 CCR 4600-4670

Ed. Code 18111

Description

Uniform complaint procedures

Exclusion of books by Governing board that are sectarian, partisan, or denominational character

Ed. Code 220

Prohibition of discrimination

Ed. Code 242

Access to information about educational laws and policies regarding right to accurate and inclusive curriculum

Ed. Code 243

Unlawful discrimination related to the use or prohibited use of textbooks and instructional materials

Ed. Code 1240

County superintendent of schools; duties

Ed. Code 35010

Control of district; prescription and enforcement of rules

Ed. Code 35160

Powers and duties of school boards

Ed. Code 35186

Williams uniform complaint procedures

Ed. Code 44805

Teacher enforcement of course of studies; use of textbooks, rules and regulations

Ed. Code 44805	Enforcement of course of studies; use of textbooks, rules and regulations
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 51204.5	Social sciences instruction; contributions of specified groups
Ed. Code 51501	Subject matter reflecting on race, color, etc. Nondiscriminatory subject matter
Ed. Code 51511	Religious matters properly included in courses of study
Ed. Code 51933	Sexual health education and HIV prevention materials
Ed. Code 60000-60005	Instructional materials; legislative intent
Ed. Code 60040- 60048 60052	Instructional requirements and materials Requirements for instructional materials
Ed. Code 60119	Public hearing on sufficiency of materials Public hearing on sufficiency of textbooks and instructional materials
Ed. Code 60200- 60206 60213	Elementary school materials
Ed. Code 60226	Requirements for publishers and manufacturers
Ed. Code 60400-60411	High school textbooks and instructional materials
Ed. Code 60510-60511	Donation or sale of obsolete instructional materials
Management Resources	Description
California Department of Education Publication	Selection of Instructional Materials; CIL: 90/91-02 FAQ
California Department of Education Publication	Standards for Evaluation of Evaluating Instructional Materials with Respect to for Social Content, 1986 2013 edition; revised 2001
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Curriculum and Instruction Resources
Website	CSBA
Website	Department of Justice (https://oag.ca.gov/)
Website	U.S. Department of Education, Office for Civil Rights (https://www2.ed.gov/about/offices/list/ocr/index.html)

Cross References

Code	Description
0410	Nondiscrimination in District Programs and Activities
1100	Communication With The Public
1250	Visitors/Outsiders

1250	Visitors/Outsiders
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
<u>5145.3</u>	<u>Nondiscrimination/Harassment</u>
6000	Concepts And Roles
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6142.6	Visual And Performing Arts Education
6142.92	Mathematics Instruction
6142.94	History-Social Science Instruction
<u>6143</u>	<u>Courses Of Study</u>
6144	Controversial Issues
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6161.2	Damaged Or Lost Instructional Materials
6163.1	Library Media Centers
9000	Role Of The Board
9005	Governance Standards
9012	Board Member Electronic Communications
9200	Limits Of Board Member Authority
9322	Agenda/Meeting Materials

Regulation 1312.2: Complaints Concerning Instructional Materials

Status: ADOPTED

Original Adopted Date: 12/01/1990 | **Last Revised Date:** 03/10/01/2006/2023 | **Last Reviewed Date:** 03/10/01/2006/2023

CSBA NOTE: The following optional regulation is for complaints concerning the content or use of any existing textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library, and should be modified to reflect district practice. Complaints alleging unlawful discrimination based on a violation of Education Code 243, as added by AB 1078 (Ch. 229, Statutes of 2023), related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library are required to be investigated or resolved in accordance with the procedures specified in BP/AR 1312.3 – Uniform Complaint Procedures, or may be directly filed with the Superintendent of Public Instruction. For a specific process that districts must use to resolve complaints regarding the sufficiency of instructional materials or textbooks pursuant to Education Code 35186, see AR/E(1)/E(2) 1312.4 - Williams Uniform Complaint Procedures.

For more information regarding the selection, evaluation, and prohibited use of individual instructional materials, see BP/AR 6161.1 – Selection and Evaluation of Instructional Materials, BP 6161.11 – Supplementary Instructional Materials, and BP 6163.1 – Library Media Centers.

Step 1: Informal Complaint

If a staff member, district resident, or parent/guardian of a student enrolled in a district school has a complaint regarding the content or use of any specific instructional material, he/she such individual shall informally discuss the material in question with the principal. (Education Code 35160)

Step 2: Formal Complaint

If the complainant is not satisfied with the principal's initial response, he/she the complainant shall present a written complaint to the principal. Complaints regarding printed material shall name the author, title, and publisher and shall identify the objection by page and item numbers. In the case of nonprinted material, written information specifying the precise nature of the objection and location of such material shall be given. Complainants In order for the district to reply appropriately, complainants shall sign all complaints and provide identifying information so that the district is able to make a proper reply. Anonymous complaints will not be accepted.

Upon receiving a complaint, the principal shall acknowledge provide the complainant with a written acknowledgement of its receipt and answer respond to any procedural questions regarding procedure: the complainant may have. The principal then shall then notify the Superintendent or designee and, the teacher(s) involved of the complaint), and other staff as appropriate.

During the investigation of the complaint, the challenged material may remain in use until a final decision has been reached. However, upon request of the parent/guardian who has filed the complaint, his/her child may be excused from using challenged materials until a resolution has been reached. The teacher shall assign the student an alternate material of equal merit.

Step 3: Superintendent Determination Review Committee

The Superintendent or designee shall determine whether to convene a review committee should be convened to review the complaint.

If the Superintendent or designee determines that a review committee is not necessary, he/she shall issue a decision regarding the complaint.

Step 4: Review Committee

If the Superintendent or designee determines that a review committee is necessary, he/she shall appoint a committee composed of administrators and staff members selected from relevant instructional and administrative areas. The Superintendent or designee may also appoint parents/guardians, students, and community members, as appropriate, to serve on the committee.

The Superintendent or designee may provide training to the review committee shall to ensure that the review committee is informed regarding its responsibilities, the criteria specified into follow when reviewing instructional materials, and applicable laws, Board policy and shall determine the extent to which the challenged material supports the curriculum, the educational appropriateness of the material, and its suitability for the age level of the student. (ies), and administrative regulation(s).

Within 30 days of being convened, the review committee shall summarize its findings in a written report. The Superintendent or designee shall notify the complainant in writing of the committee's decision within 15 days of receiving the committee's report.

Step 5: Appeal to the Governing Board

If the complainant remains unsatisfied, he/she may appeal the Superintendent's or the review committee's decision to the Board. ~~The Board's decision shall be final.~~

Step 4: Superintendent Determination

If the Superintendent or designee determines that a review committee is not necessary, the Superintendent or designee shall, in a timely manner, issue a decision regarding the complaint.

Step 5: Appeal to the Governing Board

If the complainant remains unsatisfied, the complainant may appeal the Superintendent's or review committee's decision to the Board. The Board's decision shall be final.

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Policy Reference Disclaimer:

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State

5 CCR 4600-4670

Description

Uniform complaint procedures

Ed. Code 18111	Exclusion of books by Governing board <u>that are sectarian, partisan, or denominational character</u>
<u>Ed. Code 220</u>	<u>Prohibition of discrimination</u>
<u>Ed. Code 242</u>	<u>Access to information about educational laws and policies regarding right to accurate and inclusive curriculum</u>
<u>Ed. Code 243</u>	<u>Unlawful discrimination related to the use or prohibited use of textbooks and instructional materials</u>
<u>Ed. Code 1240</u>	<u>County superintendent of schools; duties</u>
Ed. Code 35010	Control of district; prescription and enforcement of rules
<u>Ed. Code 35160</u>	<u>Powers and duties of school boards</u>
Ed. Code 35186	Williams uniform complaint procedures
<u>Ed. Code 44805</u>	<u>Teacher enforcement of course of studies; use of textbooks, rules and regulations</u>
Ed. Code 44805	Enforcement of course of studies; use of textbooks, rules and regulations
<u>Ed. Code 48907</u>	<u>Exercise of free expression; time, place and manner rules and regulations</u>
<u>Ed. Code 48950</u>	<u>Speech and other communication</u>
<u>Ed. Code 51204.5</u>	<u>Social sciences instruction; contributions of specified groups</u>
Ed. Code 51501	Subject matter reflecting on race, color, etc. <u>Nondiscriminatory subject matter</u>
<u>Ed. Code 51511</u>	<u>Religious matters properly included in courses of study</u>
<u>Ed. Code 51933</u>	<u>Sexual health education and HIV prevention materials</u>
Ed. Code 60000-60005	Instructional materials; legislative intent
Ed. Code 60040- 60048 <u>60052</u>	Instructional requirements and materials <u>Requirements for instructional materials</u>
Ed. Code 60119	Public hearing on sufficiency of materials <u>Public hearing on sufficiency of textbooks and instructional materials</u>
Ed. Code 60200- 60206 <u>60213</u>	Elementary school materials
Ed. Code 60226	Requirements for publishers and manufacturers
Ed. Code 60400-60411	High school textbooks <u>and instructional materials</u>
Ed. Code 60510-60511	Donation or sale of obsolete instructional materials
Management Resources	Description
<u>California Department of Education Publication</u>	Selection of Instructional Materials; CIL: 90/91-02 <u>FAQ</u>
California Department of Education Publication	Standards for Evaluation of <u>Evaluating</u> Instructional Materials with Respect to <u>for</u> Social Content, 1986 <u>2013</u> edition; revised 2001

Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Curriculum and Instruction Resources
Website	CSBA
Website	Department of Justice (https://oag.ca.gov/)
Website	U.S. Department of Education, Office for Civil Rights (https://www2.ed.gov/about/offices/list/ocr/index.html)

Cross References

Code	Description
0410	Nondiscrimination in District Programs and Activities
1100	Communication With The Public
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
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1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
5145.3	Nondiscrimination/Harassment
6000	Concepts And Roles
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6142.6	Visual And Performing Arts Education
6142.92	Mathematics Instruction
6142.94	History-Social Science Instruction
6143	Courses Of Study
6144	Controversial Issues
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials

6161.1-E(1)	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6161.2	Damaged Or Lost Instructional Materials
6163.1	Library Media Centers
9000	Role Of The Board
9005	Governance Standards
9012	Board Member Electronic Communications
9200	Limits Of Board Member Authority
9322	Agenda/Meeting Materials

Exhibit 1312.2-E(1): Complaints Concerning Instructional Materials

Status: ADOPTED

Original Adopted Date: 12/01/1990 | **Last Revised Date:** 03/10/01/2006/2023 | **Last Reviewed Date:** 03/10/01/2006/2023

**REQUEST FOR RECONSIDERATION OF EXISTING
INSTRUCTIONAL MATERIALS**

This form is only for use ~~only~~ by district employees, district residents, or parents/guardians of children enrolled in a district school to challenge the content or use of an any existing textbook, instructional material, supplemental instructional materials, or other curriculum for classroom instruction, or any book or other resource in a school library. **For complaints regarding sufficiency of, supplemental instructional materials, please use the Williams Uniform Complaint Procedure complaint form.**

Date: _____

Name of person filing
complaint: _____

Anonymous complaints will not be accepted.

Group represented (if any): _____

Phone: _____

E-mail address, if any: _____

Address: _____

Instructional Material Being Challenged:

Title: _____

Author: _____

Publisher: _____

Date of Edition: _____

Name of school/classroom instructional material was
used: _____

1. 1. Please specifically state the nature of your concern or objection and identify your objection by page, ~~tap~~ website, webpage and/or link, recording or digital sequence, video frame, or words, as appropriate. You may use additional pages if necessary.

Did you _____

2. 2. Was the instructional material of concern read/view~~heard~~/viewed in isolation or was the entire selection?

3. For read/heard/viewed? If the entire selection was not read/heard/viewed, what age group would you recommend this material?

4. If not, what ~~is~~ your estimate regarding the percentage did you ~~of the amount~~ read/view, or what parts?
heard/viewed?

5. 3. What do you feel might be the result ~~is your concern regarding the consequence~~ if a student reads/hears/views ~~this~~ the instructional material?
In your assessment, is the instructional material appropriate for the age of the students being taught?

6. 4. What would you like the school to do about ~~this~~ the instructional material?

- Do not assign it to my child
- Withdraw it from all students
- Reconsider it

Signature of complainant

For District Use:

Request received by: _____

Date: _____

Title: _____

Action taken: _____

Date: _____

Date: _____

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

[5 CCR 4600-4670](#)

Ed. Code 18111

[Ed. Code 220](#)

[Ed. Code 242](#)

[Ed. Code 243](#)

[Ed. Code 1240](#)

Ed. Code 35010

[Ed. Code 35160](#)

Ed. Code 35186

[Ed. Code 44805](#)

Description

[Uniform complaint procedures](#)

Exclusion of books by Governing board [that are sectarian, partisan, or denominational character](#)

[Prohibition of discrimination](#)

[Access to information about educational laws and policies regarding right to accurate and inclusive curriculum](#)

[Unlawful discrimination related to the use or prohibited use of textbooks and instructional materials](#)

[County superintendent of schools; duties](#)

Control of district; prescription and enforcement of rules

[Powers and duties of school boards](#)

Williams uniform complaint procedures

[Teacher enforcement of course of studies; use of textbooks, rules and regulations](#)

Ed. Code 44805	Enforcement of course of studies; use of textbooks, rules and regulations
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 51204.5	Social sciences instruction; contributions of specified groups
Ed. Code 51501	Subject matter reflecting on race, color, etc. Nondiscriminatory subject matter
Ed. Code 51511	Religious matters properly included in courses of study
Ed. Code 51933	Sexual health education and HIV prevention materials
Ed. Code 60000-60005	Instructional materials; legislative intent
Ed. Code 60040- 60048 60052	Instructional requirements and materials Requirements for instructional materials
Ed. Code 60119	Public hearing on sufficiency of materials Public hearing on sufficiency of textbooks and instructional materials
Ed. Code 60200- 60206 60213	Elementary school materials
Ed. Code 60226	Requirements for publishers and manufacturers
Ed. Code 60400-60411	High school textbooks and instructional materials
Ed. Code 60510-60511	Donation or sale of obsolete instructional materials
Management Resources	Description
California Department of Education Publication	Selection of Instructional Materials; CIL: 90/91-02 FAQ
California Department of Education Publication	Standards for Evaluation of Evaluating Instructional Materials with Respect to for Social Content, 1986 2013 edition; revised 2001
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Curriculum and Instruction Resources
Website	CSBA
Website	Department of Justice (https://oag.ca.gov/)
Website	U.S. Department of Education, Office for Civil Rights (https://www2.ed.gov/about/offices/list/ocr/index.html)

Cross References

Code	Description
0410	Nondiscrimination in District Programs and Activities
1100	Communication With The Public
1250	Visitors/Outsiders

1250	Visitors/Outsiders
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
<u>5145.3</u>	<u>Nondiscrimination/Harassment</u>
6000	Concepts And Roles
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6142.6	Visual And Performing Arts Education
6142.92	Mathematics Instruction
6142.94	History-Social Science Instruction
<u>6143</u>	<u>Courses Of Study</u>
6144	Controversial Issues
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6161.2	Damaged Or Lost Instructional Materials
6163.1	Library Media Centers
9000	Role Of The Board
9005	Governance Standards
9012	Board Member Electronic Communications
9200	Limits Of Board Member Authority
9322	Agenda/Meeting Materials

Policy 1312.3: Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 05/01/2017 | **Last Revised Date:** ~~12/10/01/2021~~**2023** | **Last Reviewed Date:** ~~12/10/01/2021~~**2023**

CSBA NOTE: To address prohibited discrimination and violations of state and federal laws governing educational programs, 5 CCR 4621 **mandates** districts to adopt uniform complaint procedures (UCP) consistent with the state's complaint procedures specified in 5 CCR 4600-4670. Additionally, Education Code 52075 **mandates** districts to adopt policies and procedures implementing the use of UCP to investigate and resolve complaints alleging noncompliance with requirements related to the local control and accountability plan, and Education Code 8212, as ~~renumbered by AB 131 (Ch. 116, Statutes of 2021)~~ **mandates** districts to adopt policies and procedures for resolving complaints regarding specified health and safety issues in license-exempt California State Preschool Programs (CSPP). Furthermore, a number of federal civil rights statutes and their implementing regulations mandate districts to adopt policies and procedures for the prompt and equitable resolution of complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). For example, districts are **mandated** pursuant to 28 CFR 35.107 to adopt policy and procedures to address discrimination on the basis of disability, while districts that receive federal financial assistance are **mandated** pursuant to 34 CFR 106.8 and 34 CFR 110.25 to adopt policies and procedures to address discrimination on the basis of sex and age. The following policy contains a list of programs and activities subject to these procedures pursuant to state law; see the section "Complaints Subject to UCP", below.

The California Department of Education (CDE) monitors district programs and operations for compliance with these requirements through its Federal Program Monitoring (FPM) process. The FPM consists of a review of (1) written district policies and procedures for required statements, including prohibition of discrimination (such as discriminatory harassment, intimidation, and bullying) against students pursuant to Education Code 234.1; and (2) records of required activities, such as annual notification provided to students, parents/guardians, employees, and other school community members.

The U.S. Department of Education's Office for Civil Rights (OCR) enforces federal anti-discrimination laws, including Title II of the Americans with Disabilities Act (42 USC 12101-12213), Title VI of the Civil Rights Act of 1964 (42 USC 2000d-~~2000e-17~~**2000d-7**), Title IX of the Education Amendments Act of 1972 (20 USC 1681-1688), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and the Age Discrimination Act of 1975 (42 USC 6101-6107). Whether a complaint of sexual harassment is addressed through the UCP or the federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as ~~added by 85 Fed. Reg. 30026~~, is dependent on whether the alleged conduct meets the more stringent federal definition or the state definition of sexual harassment. See the section "Non-UCP Complaints" below, the accompanying administrative regulation, BP/AR 5145.7 - Sexual Harassment, and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.

The following policy and accompanying administrative regulation reflect all components required by law, 5 CCR 4600-4670, as amended by Register 2020, No. 21, and the ~~2021-22~~**2023-24** FPM instrument. Additional details provided herein may help districts during a compliance check by CDE or in the event that a CDE or OCR investigation occurs.

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

Complaints Subject to UCP

CSBA NOTE: The FPM process includes a review of a district's policies and procedures to determine whether all district programs and activities that are subject to the UCP, as listed in the FPM instrument, are addressed. ~~Items #1-23~~ The 2023-24 FPM instrument does not include school safety plans, as was provided for in the 2022-23 instrument. Items #1-22 list all programs and activities identified in the FPM instrument. According to CDE, the district's policy must list all such programs and activities and, at the district's discretion, may add a paragraph below the list stating the UCP programs and activities that are implemented in the district.

For further information regarding requirements for the following programs and activities, see the law cited and/or related CSBA policy and/or administrative regulation.

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve complaints regarding the following programs and activities:

1. Accommodations for pregnant and parenting students (Education Code 46015)
2. Adult education programs (Education Code 8500-8538, 52334.7, 52500-52617)
3. After School Education and Safety programs (Education Code 8482-8484.65)
4. Agricultural career technical education (Education Code 52460-52462)
5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)
6. Child care and development programs (Education Code 8200-8488)
7. Compensatory education (Education Code 54400)
8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)
9. Course periods without educational content (Education Code 51228.1-51228.3)
10. Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on a person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group

identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

CSBA NOTE: Education Code 243, as added by AB 1078 (Ch. 229, Statutes of 2023), clarifies when it is unlawful discrimination for the Governing Board to (1) refuse to approve the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library or (2) prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library. The Board may not refuse to approve such use on the basis that the material includes a study of the role and contributions of specified individuals or groups, unless the study of the role and contributions reflects adversely upon legally protected groups. Additionally, the Board may not prohibit such use on the basis that the study of the role and contributions contain inclusive or diverse perspectives.

Complaints alleging discrimination based on a violation of Education Code 243, as added by AB 1078, may be brought under the district's UCP or may be filed directly with the Superintendent of Public Instruction (SPI). Complaints that are filed directly with the SPI are required to identify the basis for doing so, and present evidence that supports the basis for the direct filing. In such cases, the SPI may directly intervene without waiting for an investigation by the district. For more information regarding complaints concerning instructional materials, see BP/AR 1312.2 – Complaints Concerning Instructional Materials and AR 1312.4 – Williams Uniform Complaint Procedures.

Education Code 242, as added by AB 1078, requires CDE to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum.

Discrimination includes, but is not limited to, the Board's refusal to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library, on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. A complaint alleging such unlawful discrimination may, in addition to or in lieu of being filed with the district, be directly filed with the Superintendent of Public Instruction (SPI). (Education Code 243)

11. Educational and graduation requirements for students in foster care, ~~homeless~~ students experiencing homelessness, students from military families, ~~and~~ students formerly in a juvenile court school, students who are migratory, and students participating in a newcomer program (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)
12. Every Student Succeeds Act (Education Code 52059.5; 20 USC 6301 et seq.)
13. Local control and accountability plan (Education Code 52075)

14. Migrant education (Education Code 54440-54445)

15. Physical education instructional minutes (Education Code 51210, 51222, 51223)

16. Student fees (Education Code 49010-49013)

17. Reasonable accommodations to a lactating student (Education Code 222)

18. Regional occupational centers and programs (Education Code 52300-52334.7)

19. School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)

~~20. School safety plans (Education Code 32280-32289)~~

~~21.~~ 20. School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)

~~22.~~ 21. State preschool programs (Education Code 8207-8225)

CSBA NOTE: Pursuant to Education Code 8212, as renumbered by AB 131, and CDE's ~~2021-22~~2023-24 FPM instrument, the district must use the UCP, with modifications as necessary, to resolve complaints alleging deficiencies related to health and safety issues in license-exempt CSPPs.

Pursuant to 5 CCR 4610, such complaints must be addressed through the procedures described in 5 CCR 4690-4694, as added by Register 2020, No. 21. See the section "Health and Safety Complaints in License-Exempt Preschool Programs" in the accompanying administrative regulations.

~~23.~~ 22. State preschool health and safety issues in license-exempt programs (Education Code 8212)

CSBA NOTE: 5 CCR 4621 mandates that district policy ensure that complainants are protected from retaliation as specified in item #~~24~~23 below.

~~24.~~ 23. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

~~25.~~ 24. Any other state or federal educational program the Superintendent of Public Instruction SPI or designee deems appropriate

CSBA NOTE: 5 CCR 4631 authorizes the district to utilize alternative dispute resolution (ADR) methods, including mediation, to resolve complaints before initiating a formal investigation. However, the district should ensure that any ADR it uses, particularly "in-person ADR," is appropriate for the particular situation. For example, in some instances (e.g., sexual assault), face-to-face mediation should not be used, even if all parties voluntarily agree, given the risk that a student might feel pressured to "voluntarily" agree to it. Districts may not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student; see AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.

The following optional paragraph provides for a neutral mediator and should be revised to reflect district practice.

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

CSBA NOTE: The following paragraph is mandated pursuant to 5 CCR 4621. Appropriate disclosure will vary in each case depending on the facts and circumstances.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

When an allegation that is not subject to UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

CSBA NOTE: It is important to maintain records of all UCP complaints and the investigations of those complaints. If the district is investigated by OCR or CDE, these are important documents in demonstrating that the district has complied with federal law, state law, and its own policies and regulations.

The Superintendent or designee shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be investigated and resolved by the specified agency or through an alternative process:

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division or the appropriate law enforcement agency. (5

CCR 4611)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services. (5 CCR 4611)
3. Any complaint alleging that a student, while in an education program or activity in which the district exercises substantial control over the context and respondent, was subjected to sexual harassment as defined in 34 CFR 106.30 shall be addressed through the federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as specified in [ARAdministrative Regulation](#) 5145.71 - Title IX Sexual Harassment Complaint Procedures.

CSBA NOTE: Complaints of employment discrimination are not subject to the UCP. Instead, pursuant to 2 CCR 11023, the district must establish an impartial and prompt process for addressing such complaints. In addition, 5 CCR 4611 requires that employment discrimination complaints be referred to the [Civil Rights](#) Department of Fair Employment and Housing. See AR 4030 - Nondiscrimination in Employment for applicable complaint procedures.

4. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in [ARAdministrative Regulation](#) 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California [Civil Rights](#) Department of Fair Employment and Housing.

CSBA NOTE: 5 CCR 4610, as amended by Register 2020, No. 21, limits the applicability of the UCP for complaints regarding special education and child nutrition, as provided in Items #5-7 below.

5. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education (FAPE), failure or refusal to implement a due process hearing order to which the district is subject, or a physical safety concern that interferes with the district's provision of FAPE shall be submitted to the California Department of Education (CDE) in accordance with [ARAdministrative Regulation](#) 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200-3205)
6. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with ~~BP~~[Board Policy](#) 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)
7. Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with ~~BP~~[Board Policy](#) 3555 - Nutrition Program Compliance. (5 CCR 15582)

CSBA NOTE: Education Code 35186 requires the district to use UCP, with modifications, to investigate and resolve complaints related to the issues stated in the following paragraph (i.e., "Williams complaints"). Because Education Code 35186 sets forth different timelines for investigation and resolution of these kinds of complaints than the timelines specified in law for

other uniform complaints, CDE has created a separate uniform complaint process for the Williams complaints. See AR 1312.4 - Williams Uniform Complaint Procedures for the separate procedure.

8. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with [AR Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures](#). (Education Code 35186)

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State	Description
2 CCR 11023	Harassment and discrimination prevention and correction
5 CCR 15580-15584	Child nutrition programs complaint procedures
5 CCR 3200-3205	Special education compliance complaints
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4600-4687	Uniform complaint procedures and Williams complaints
5 CCR 4690-4694	Complaints regarding health and safety issues in license-exempt preschool programs
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 18100-18203	School libraries
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35186	Williams uniform complaint procedures
Ed. Code 46015	Parental leave for students
Ed. Code 48645.7	Juvenile court schools
Ed. Code 48853-48853.5	Foster youth
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49010-49013	Student fees
Ed. Code 49060-49079	Student records
Ed. Code 49069.5	Records of foster youth
Ed. Code 49490-49590	Child nutrition programs

Ed. Code 49701	Provisions of the Interstate Compact on Educational Opportunities for Military Children
<u>Ed. Code 51204.5</u>	<u>Social sciences instruction; contributions of specified groups</u>
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51222	Physical education
Ed. Code 51223	Physical education; elementary schools
Ed. Code 51225.1-51225.2	Foster youth, homeless children, former juvenile court school students; course credits; graduation requirements
Ed. Code 51226-51226.1	Career technical education
Ed. Code 51228.1-51228.3	Course periods without educational content
<u>Ed. Code 51501</u>	<u>Nondiscriminatory subject matter</u>
Ed. Code 52059.5	Statewide system of support
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52075	Complaint for lack of compliance with local control and accountability plan requirements
Ed. Code 52300-52462	Career technical education
Ed. Code 52500-52617	Adult schools
Ed. Code 54400-54425	Compensatory education programs
Ed. Code 54440-54445	Migrant education
Ed. Code 54460-54529	Compensatory education programs
Ed. Code 59000-59300	Special schools and centers
<u>Ed. Code 60010</u>	<u>Instructional materials; definition</u>
<u>Ed. Code 60040-60052</u>	<u>Requirements for instructional materials</u>
Ed. Code 64000-64001	Consolidated application process; school plan for student achievement
Ed. Code 65000-65001	School site councils
Ed. Code 8200-8488	Child care and development programs
Ed. Code 8500-8538	Adult basic education
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12900-12996	Fair Employment and Housing Act
H&S Code 1596.792	California Child Day Care Act; general provisions and definitions
H&S Code 1596.7925	California Child Day Care Act; health and safety regulations
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Crimes; harassment

Federal	Description
20 USC 1221	Application of laws
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
20 USC 6301-6576	Title I Improving the Academic Achievement of the Disadvantaged
20 USC 6801-7014	Title III language instruction for limited English proficient and immigrant students
28 CFR 35.107	Nondiscrimination on basis of disability; complaints
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.3	Prohibition of discrimination on basis of race, color or national origin
34 CFR 104.7	Section 504; Designation of responsible employee and adoption of grievances procedures
34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs
34 CFR 106.30	Discrimination on the basis of sex in education programs and activities; definitions
34 CFR 106.44	Recipient's response to sexual harassment
34 CFR 106.45	Grievance process for formal complaints of sexual harassment
34 CFR 106.8	Designation of coordinator; dissemination of policy, and adoption of grievance procedures
34 CFR 110.25	Notification of nondiscrimination on the basis of age
34 CFR 99.1-99.67	Family Educational Rights and Privacy
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000e-17 2000d-7	Title VI and Title VII Civil Rights Act of 1964, as amended
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age Discrimination Act of 1975

Management Resources

	Description
California Department of Education Publication	Uniform Complaint Procedure 2021-22 Program Instrument
California Department of Education Publication	Sample UCP Board Policies and Procedures
U.S. DOE, Office for Civil Rights Publication	Part 1: Questions and Answers Regarding the Department's Title IX Regulations, January 2021
U.S. DOE, Office for Civil Rights Publication	Questions and Answers on the Title IX Regulations on Sexual Harassment, July 2021

U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014
U.S. DOJ Publication	Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2007
Website	CSBA District and County Office of Education Legal Services
Website	Student Privacy Policy Office
Website	U.S. Department of Agriculture
Website	California Department of Social Services
Website	U.S. Department of Justice
Website	California Department of Education
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights
Website	California Civil Rights Department

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0420	School Plans/Site Councils
0420	School Plans/Site Councils
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
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
1100	Communication With The Public
1113	District And School Websites
1113	District And School Websites
1113-E(1)	District And School Websites
1114	District-Sponsored Social Media

1114	District-Sponsored Social Media
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2-E(1)	Complaints Concerning Instructional Materials
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
1313	Civility
1340	Access To District Records
1340	Access To District Records
3260	Fees And Charges
3260	Fees And Charges
3555	Nutrition Program Compliance
3555-E(1)	Nutrition Program Compliance
3580	District Records
3580	District Records
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4112.23	Special Education Staff
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.1	Civil And Legal Rights
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.23	Unauthorized Release Of Confidential/Privileged Information

4131	Staff Development
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.23	Unauthorized Release Of Confidential/Privileged Information
4231	Staff Development
4244	Complaints
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Regulation 1312.3: Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 05/01/2017 | **Last Revised Date:** 12/10/01/2024/2023 | **Last Reviewed Date:** 12/10/01/2024/2023

CSBA NOTE: 5 CCR 4621 **mandates** that the district's uniform complaint procedures (UCP) be consistent with the procedures of 5 CCR 4600-4670. Additionally, Education Code 52075 **mandates** districts to adopt policies and procedures implementing the use of UCP to investigate and resolve complaints alleging noncompliance with requirements related to the local control and accountability plan (LCAP), and Education Code 8212, as renumbered by AB 131 (Ch. 116, Statutes of 2021) **mandates** districts to adopt policies and procedures for resolving complaints regarding specified health and safety issues in license-exempt California State Preschool Programs (CSPP). Furthermore, a number of federal civil rights statutes and their implementing regulations **mandate** districts to adopt policies and procedures for the prompt and equitable resolution of complaints of unlawful discrimination, harassment, intimidation, or bullying. For example, all districts are **mandated** pursuant to 28 CFR 35.107 to adopt policy and procedures to address discrimination on the basis of disability, while districts that receive federal financial assistance are **mandated** pursuant to 34 CFR 106.8 and 34 CFR 110.25 to adopt policies and procedures to address discrimination on the basis of sex and age. Some of the factors considered by the U.S. Department of Education's Office for Civil Rights (OCR) when determining whether a district's procedures are "prompt and equitable" are addressed throughout the following administrative regulation.

Education Code 243, as added by AB 1078 (Ch. 229, Statutes of 2023), clarifies when it is unlawful discrimination for the Governing Board to (1) refuse to approve the use any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library or (2) prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library. The Board may not refuse to approve such use on the basis that the material includes a study of the role and contributions of specified individuals or groups, unless the study of the role and contributions reflects adversely upon legally protected groups. Additionally, the Board may not prohibit such use on the basis that the study of the role and contributions contain inclusive or diverse perspectives.

Complaints alleging discrimination based on a violation of Education Code 243, as added by AB 1078, may be brought under the district's UCP or may be filed directly with the Superintendent of Public Instruction (SPI). Complaints that are filed directly with the SPI are required to identify the basis for doing so, and present evidence that supports the basis for the direct filing. In such cases, the SPI may directly intervene without waiting for an investigation by the district. For more information regarding complaints concerning instructional materials, see BP/AR 1312.2 – Complaints Concerning Instructional Materials and AR 1312.4 – Williams Uniform Complaint Procedures.

Education Code 242, as added by AB 1078, requires the California Department of Education (CDE) to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum.

Apart from these mandates, state law authorizes the use of UCP to resolve complaints of noncompliance with laws related to the development of a school plan for student achievement and the establishment of school site councils; accommodations for pregnant and parenting students; prohibition against the charging of student fees; educational rights of foster youth, ~~homeless~~ students experiencing homelessness, former juvenile court school students, children of military families, migrant students who are migratory, and students participating in a newcomer program for newly arrived immigrants; assignment of students to courses without educational content; and physical education instructional minutes. See the section "Complaints Subject to UCP" in the accompanying Board policy.

Except as may otherwise be specifically provided in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in the accompanying Board policy.

Compliance Officers

CSBA NOTE: 5 CCR 4621 **mandates** the district to identify in its policies and procedures the person(s), position(s), or unit(s) responsible for ensuring compliance with applicable state and federal laws and regulations governing educational programs, including the receiving and investigating of complaints alleging unlawful discrimination, harassment, intimidation, or bullying and retaliation. During its Federal Program Monitoring (FPM) process, ~~California Department of Education (CDE)~~ CDE staff will check to ensure that the district's procedures list the specific title(s) of the employee(s) responsible for receiving and investigating complaints. Districts should identify the specific title(s) of the compliance officer(s) in the space provided below. If a district identifies multiple compliance officers, it is recommended that one be designated the lead compliance officer.

The following paragraph specifies that the compliance officer will be the same person designated to serve as the Title IX Coordinator for addressing complaints of sexual harassment pursuant to AR 5145.7 - Sexual Harassment and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Districts may modify this regulation to designate different district employees to serve these functions.

The district designates the individual(s), position(s), or unit(s) identified below as responsible for receiving, coordinating, and investigating complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in AR Administrative Regulation 5145.3 - Nondiscrimination/Harassment responsible for handling complaints regarding unlawful discrimination, harassment, intimidation, or bullying and in AR Administrative Regulation 5145.7 - Sexual Harassment for handling complaints regarding sexual harassment.

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CSBA NOTE: The following paragraph is for use by districts that have designated more than one compliance officer.

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

CSBA NOTE: 5 CCR 4621 **mandates** that the district's policy requires employees responsible for compliance and/or for investigating and resolving complaints to be knowledgeable about the laws and programs at issue in the complaints they are assigned. Compliance officers must also have training or experience in handling discrimination complaints, including appropriate investigative techniques and understanding of the applicable legal standards.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program; applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination, harassment, intimidation, or bullying; applicable standards for reaching decisions on complaints; and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

The compliance officer or, if necessary, an appropriate administrator shall determine whether interim measures are necessary during an investigation and while the result is pending. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

CSBA NOTE: During the FPM process, CDE staff will check to ensure that the district's policy contains a statement ensuring annual dissemination of notice of the district's UCP to the persons specified below.

In addition, the Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

CSBA NOTE: 5 CCR 4622 requires the district to include specified information in its annual UCP notice to students, parents/guardians, employees, and others. The following list reflects those required components and additional content of the notice listed in CDE's FPM instrument.

A sample of the annual notice is available through CDE's ~~web site~~ [website](#). It is the district's responsibility to update the notice as necessary to reflect new law.

The notice shall include:

1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group, and a list of all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy
2. The title of the position responsible for processing complaints, the identity of the person(s) currently occupying that position if known, and a statement that such persons will be knowledgeable about the laws and programs that they are assigned to investigate
3. A statement that a UCP complaint, except a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed no later than one year from the date the alleged violation occurred
4. A statement that a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying must be filed no later than six months from the date of the alleged conduct or the date the complainant first obtained knowledge of the facts of the alleged conduct
5. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities
6. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint
7. A statement that the district will post a standardized notice of the educational and graduation requirements of foster youth, ~~homeless~~ students [experiencing homelessness](#), children of military families, ~~and~~ former juvenile court school students now enrolled in the district, [students who are migratory, and students participating in a newcomer program](#) as specified in Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process
8. A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant
9. A statement that, for programs within the scope of the UCP as specified in the accompanying Board policy, the complainant has a right to appeal the district's investigation report to the California Department of Education (CDE) by filing a written appeal, including a copy of the original complaint and the district's decision, within 30 calendar days of receiving the district's decision
10. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal laws prohibiting discrimination, harassment, intimidation, or bullying, if applicable
11. A statement that copies of the district's UCP are available free of charge

CSBA NOTE: The following paragraph may be modified to reflect district practice. Pursuant to Education Code 221.61, a district and district school are required to post information related to Title IX on their ~~web sites~~websites, including specified information about complaint procedures under Title IX. See AR 5145.3 - Nondiscrimination/Harassment. A school or district that does not maintain a ~~web site~~website may comply by posting the information on the ~~web site~~website of its district or county office of education (COE), however a school, district, or COE is not required to establish a ~~web site~~website if it does not maintain one. A comprehensive list of rights based on the provisions of the federal regulations implementing Title IX can be found in Education Code 221.8

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.6 shall be posted on the district and district school ~~web sites~~websites and may be provided through district-supported social media, if available.

CSBA NOTE: Both federal and state laws contain requirements for translation of certain information and documents. Title VI of the Civil Rights Act of 1964 requires districts to ensure meaningful access to their programs and activities by persons with limited English proficiency. OCR has interpreted this to require that, whenever information is provided to parents/guardians, districts must notify limited-English-proficient (LEP) parents/guardians in a language other than English in order to be adequate. OCR enforces this requirement consistent with the Department of Justice's "2007 Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." Under the Guidance, a recipient of federal funds has an obligation to provide language assistance to LEP individuals based on the balancing of four factors: (1) the number or proportion of LEP individuals likely to encounter the program, (2) the frequency with which LEP individuals come in contact with the program, (3) the nature and importance of the services provided by the program, and (4) the resources available to the recipient. State law is more specific than federal law: Education Code 48985 requires translation of certain information and documents if 15 percent or more of students enrolled in the school speak a single primary language other than English.

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's UCP policy, regulation, forms, and notices shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

Filing of Complaints

CSBA NOTE: Complaints filed under UCP may be filed directly with a compliance officer or with any site administrator not designated as a compliance officer. For example, acts of unlawful discrimination, harassment, intimidation, or bullying may initially be reported to a principal. See AR 5145.3 - Nondiscrimination/Harassment and AR 5145.7 - Sexual Harassment. If a site administrator not designated as a compliance officer receives a UCP complaint, the site administrator must notify a compliance officer. A district may also establish a site-level process for receiving informal reports about incidents for which a UCP complaint may be filed and notifying students and parents/guardians of their right to file a UCP complaint. Any site-level process established by a district should be in writing and distributed in the same manner as the grievance procedures listed herein with an explanation of how it interacts with the UCP complaint process.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp. If a site administrator not designated as a compliance officer receives a complaint, the site administrator shall notify the compliance officer.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy may be filed by any individual, public agency, or organization. (5 CCR 4600)

CSBA NOTE: Education Code 49013 and 52075 **mandate** districts to adopt procedures that allow for anonymous complaints to be filed when a district allegedly violates the prohibition against the charging of student fees or violates any requirement related to the LCAP.

2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee.

CSBA NOTE: Pursuant to 5 CCR 4630, complaints related to the LCAP must be filed within a year of the date that the County Superintendent of Schools, the reviewing authority for districts, approves the district's LCAP.

3. A UCP complaint, except for a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying, shall be filed no later than one year from the date the alleged violation occurred. For complaints related to the LCAP, the date of the alleged violation is the date when the County Superintendent of Schools approves the LCAP that was adopted by the Governing Board. (5 CCR 4630)
4. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying may be filed only by a person who alleges having personally suffered unlawful discrimination, a person who believes that any specific class of individuals has been subjected to unlawful discrimination, or a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. (5 CCR 4630)
5. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)
6. When a complaint alleging unlawful discrimination, harassment, intimidation, or bullying is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.

CSBA NOTE: Districts should consult [CSBA's District and County Office of Education Legal Services or district](#) legal counsel before honoring a confidentiality request to withhold the victim's name from the alleged perpetrator, especially in the case of alleged sexual assault, as this may affect the district's ability to conduct a thorough investigation or provide supportive measures to the victim. In OCR's ["Part 1: Questions and Answers Regarding the Department's Title IX Regulations,"](#) it is stated that, "Title IX regulations balance a complainant's desire for confidentiality (in terms of, for instance, the complainant's identity not being disclosed to the respondent) with a school's discretion to pursue an investigation where factual circumstances warrant an investigation even though the complainant does not desire to file a formal complaint or participate in a grievance process."

These guiding principles would also apply to harassment on the basis of race, gender, disability, or other protected characteristic.

7. When a complainant of unlawful discrimination, harassment, intimidation, or bullying or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

CSBA NOTE: The following section should be used only by those districts that have decided to establish procedures for attempting to resolve complaints through alternative dispute resolution (ADR) procedures such as mediation; see the accompanying Board policy. The following section may be modified to specify the ADR method and timelines used within the district.

Districts may not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student; see AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.

Within three business days after receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation to resolve the complaint. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination, harassment, intimidation, or bullying, the compliance officer shall ensure that all parties agree to permit the mediator access to all relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with an investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

CSBA NOTE: 5 CCR 4631, which requires the district to provide the complainant with the opportunity to present relevant information, does not provide any timeline. Thus, the timeline specified below may be modified to reflect district practice.

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint within 10 business days of receiving the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or the complainant's representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

CSBA NOTE: During the investigation, the compliance officer should consider all relevant circumstances, such as how the alleged misconduct affected one or more students' education; the type, frequency, and duration of the misconduct; the identity, age, and sex of the individuals involved in and impacted by the conduct and the relationship between them; the number of persons engaged in the conduct and at whom the conduct was directed; the size of the school, location of the incidents, and context in which they occurred; and other incidents at the school involving different individuals.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. The compliance officer shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform the parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination, harassment, intimidation, or bullying, the compliance officer shall interview the alleged victim(s), any alleged offender(s), and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

CSBA NOTE: 5 CCR 4631 allows the district to dismiss a complaint when the complainant refuses to provide the investigator with relevant documents or otherwise obstructs the investigation. 5 CCR 4631 also provides that, if the district refuses to provide the investigator with access to records or other documents, the investigator may issue a finding in favor of the complainant. During the FPM process, CDE staff will check to ensure that both of these statements regarding the provision of access to information are included in the district's policy or procedures, as specified below.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Refusal by the district to provide the investigator with access to records and/or information related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor

of the complainant. (5 CCR 4631)

Timeline for Investigation Report

CSBA NOTE: Pursuant to 5 CCR 4631, the district's investigation report must be sent to the complainant within 60 calendar days of receiving the complaint. Option 1 below is for districts that do not allow complainants to appeal the compliance officer's decision to the ~~Governing~~ Board. Option 2 is for districts that allow appeals to the Board, and it requires the compliance officer's decision within 30 calendar days so that the Board's decision can still be given within the 60-day time limit.

Pursuant to 5 CCR 4631, only a complainant has the right to receive the investigation report and to file a complaint with the Board if dissatisfied with the compliance officer's decision. However, under certain circumstances, some of the same rights should be extended to a respondent in order to make the process equitable. For example, since the respondent to a complaint alleging unlawful discrimination, harassment, intimidation, or bullying is usually an individual, the respondent should be notified when the complainant has agreed to an extension of timelines. Options 1 and 2 reflect these recommendations and may be modified to reflect district practice. When questions arise as to what rights to provide to a respondent, the district should consult [CSBA's District and County Office of Education Legal Services or district](#) legal counsel accordingly.

Pursuant to 5 CCR 4640, when a UCP complaint is erroneously sent to CDE without first being filed with the district, the 60-day period specified in 5 CCR 4631 begins when the district receives the complaint.

Unless extended by written agreement with the complainant, the investigation report shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint.

Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Investigation Report" below. If the complainant is dissatisfied with the compliance officer's decision, the complainant may, within five business days, file the complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. When required by law, the matter shall be considered in closed session. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the

complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

For any complaint alleging unlawful discrimination, harassment, intimidation, and/or bullying, the respondent shall be informed of any extension of the timeline agreed to by the complainant, and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

Investigation Report

CSBA NOTE: 5 CCR 4631 specifies components that are required to be part of the district's investigation report. Inclusion of these items will help protect the district's position in case of an appeal to CDE, a complaint submitted to OCR, or if litigation is filed.

For all complaints, the district's investigation report shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered
2. A conclusion providing a clear determination for each allegation as to whether the district is in compliance with the relevant law
3. Corrective action(s) whenever the district finds merit in the complaint, including, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600
4. Notice of the complainant's right to appeal the district's investigation report to CDE, except when the district has used the UCP to address a complaint not specified in 5 CCR 4610
5. Procedures to be followed for initiating an appeal to CDE

The investigation report may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

CSBA NOTE: The Family Educational Rights and Privacy Act (FERPA) (20 USC 1232g; 34 CFR 99.1-99.67) protects student privacy, including student records containing details of the actions taken in response to a UCP complaint. However, pursuant to 20 USC 1221, FERPA may not "be construed to affect the applicability of Title VI of the Civil Rights Act of 1964, Title IX of Education Amendments of 1972, Title V of the Rehabilitation Act of 1973, the Age Discrimination Act, or other statutes prohibiting discrimination, to any applicable program." In February 2015, the Family Policy Compliance Office (FPCO), now the Student Privacy Policy Office, released a letter concluding that FERPA permits a district to disclose to a student who was subjected to unlawful discrimination certain information about the sanctions imposed upon the respondent when the sanctions directly relate to that student. Thus, if properly remedying the impact of discrimination would require disclosing to the alleged victim certain information on how the district disciplined the respondent (e.g., an order that the respondent stay away from the alleged victim), FPCO interprets FERPA as allowing the district to disclose that information.

Given the potential liability from improperly disclosing such information, districts are advised to consult with [CSBA's District and County Office of Education Legal Services](#) or district legal counsel when presented with a situation where a victim of unlawful discrimination requests information about sanctions imposed upon the respondent.

In consultation with district legal counsel, information about the relevant part of an investigation report may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the investigation report or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination, harassment, intimidation, ~~and~~or bullying, notice of the investigation report to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

CSBA NOTE: Education Code 48985 requires that reports sent to parents/guardians be written in their primary language when 15 percent or more of a school's enrolled students speak a single primary language other than English. During the FPM process, CDE staff will check to ensure that UCP complaint procedures pertaining to CSPP health and safety issues include a statement that the district response and the investigation report must, whenever Education Code 48985 is applicable, be written in English and the primary language in which the complaint was filed; see the section "Health and Safety Complaints in License-Exempt Preschool Programs" below. The following paragraph extends this provision to all types of complaints to ensure compliance with Education Code 48985. In addition, based on Title VI of the Civil Rights Act of 1964, OCR requires districts to ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

If the complaint involves a limited-English-proficient (LEP) student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

CSBA NOTE: During the FPM process, CDE staff will expect to see a statement detailing a complainant's right to pursue civil law remedies (i.e., action in a court of law) in addition to or in conjunction with the right to pursue administrative remedies from CDE.

For complaints alleging unlawful discrimination, harassment, intimidation, ~~and~~or bullying based on state law, the investigation report shall also include a notice to the complainant that:

1. The complainant may pursue available civil law remedies outside of the district's complaint procedures, including, but not limited to, injunctions, restraining orders or other remedies or orders, 60 calendar days after the filing of an appeal with CDE: (Education Code 262.3)
2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law: (Education Code 262.3)
3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination:

Corrective Actions

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

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

For complaints involving retaliation or unlawful discrimination, harassment, intimidation, or bullying, appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

For complaints of retaliation or unlawful discrimination, harassment, intimidation, or bullying involving a student as the respondent, appropriate corrective actions that may be provided to the student include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team
6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law

When an employee is found to have committed retaliation or unlawful discrimination, harassment, intimidation, or bullying, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination, harassment, intimidation, or bullying, that the district does not tolerate it, and how to report and respond to it.

CSBA NOTE: Generally, when a complaint is found to have merit, an appropriate remedy is provided to the complainant or other affected person. However, in certain instances, the law may require a remedy to be provided to all affected persons, not just the complainant or subject of the complaint. For example, pursuant to Education Code 49013 and 5 CCR 4600, if the district, or CDE on appeal, finds merit in the complaint alleging noncompliance with the law regarding student fees and charges, the district is required to provide a remedy to all affected students and parents/guardians, as specified below. The same requirement applies to allegations of noncompliance with required instructional minutes for physical education pursuant to Education

Code 51222 and 51223, course periods without educational content pursuant to Education Code 51228.3, and the LCAP requirements pursuant to Education Code 52075. Districts that do not maintain elementary schools should delete the reference to physical education below.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

However, if a complaint alleging noncompliance with the law regarding student fees, deposits, and other charges, physical education instructional minutes, courses without educational content, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51222, 51223, 51228.3, 52075)

For complaints alleging noncompliance with the law regarding student fees, the district, by engaging in reasonable efforts, shall attempt in good faith to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's investigation report on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 30 calendar days of receiving the district's investigation report. (5 CCR 4632)

The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's investigation report for that complaint. The complainant shall specify and explain the basis for the appeal, including at least one of the following: (5 CCR 4632)

1. The district failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, the district's investigation report lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in the district's investigation report are not supported by substantial evidence.
4. The legal conclusion in the district's investigation report is inconsistent with the law.
5. In a case in which the district found noncompliance, the corrective actions fail to provide a proper remedy.

CSBA NOTE: 5 CCR 4633 requires the district to submit the following documents to CDE within 10 days after the district has been notified that an appeal has been filed. The district's failure to provide a timely and complete response may result in CDE ruling on the appeal without considering information from the district.

Upon notification by CDE that the district's investigation report has been appealed, the Superintendent or designee shall forward the following documents to CDE within 10 days of the date of notification: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the district's investigation report

3. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
4. A report of any action taken to resolve the complaint
5. A copy of the district's UCP
6. Other relevant information requested by CDE

If notified by CDE that the district's investigation report failed to address allegation(s) raised by the complaint, the district shall, within 20 days of the notification, provide CDE and the appellant with an amended investigation report that addresses the allegation(s) that were not addressed in the original investigation report. The amended report shall also inform the appellant of the right to separately appeal the amended report with respect to the allegation(s) that were not addressed in the original report. (5 CCR 4632)

CSBA NOTE: Pursuant to 5 CCR 4633, CDE is required to issue a written decision regarding the appeal within 60 days of CDE's receipt of the appeal, unless extended by written agreement with the appellant or documentation by CDE of exceptional circumstances. Pursuant to 5 CCR 4635, if CDE's decision was issued based on evidence in the investigation file CDE received from the district or evidence uncovered after further investigation of the allegations that were the basis of the appeal, either party may request reconsideration by the ~~Superintendent of Public Instruction~~ SPI or designee within 30 days of the appeal decision.

Pursuant to 5 CCR 4650, CDE may directly intervene in a complaint without waiting for action by the district when certain conditions exist, including the following: (1) the complaint alleges failure to comply with the UCP, including failure to follow the required timelines and failure to implement the final investigation report; (2) the complainant requests anonymity due to the possibility of retaliation and would suffer immediate and irreparable harm if a complaint was filed and the complainant was named; or (3) the complainant would suffer immediate and irreparable harm as a result of an application of a districtwide policy that is in conflict with state or federal law and that filing a complaint would be futile.

Health and Safety Complaints in License-Exempt Preschool Programs

CSBA NOTE: The following section is for use by districts that operate any license-exempt CSPP program. Education Code 8212, as renumbered by AB 131 (Ch. 116, Statutes of 2021), mandates districts to adopt policies and procedures for resolving complaints regarding specified health and safety issues in a license-exempt CSPP program. Pursuant to Education Code 8212, the district must use the UCP, with modifications as necessary, to resolve such complaints. Pursuant to 5 CCR 4610, such complaints must be addressed through the procedures described in 5 CCR 4690-4694.

See the accompanying exhibits for a sample classroom notice and complaint form.

Any complaint regarding health or safety issues in a license-exempt California State Preschool Program (CSPP) shall be addressed through the procedures described in 5 CCR 4690-4694.

In order to identify appropriate subjects of CSPP health and safety issues pursuant to Health and Safety Code 1596.7925, a notice shall be posted in each license-exempt CSPP classroom in the district notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and Safety Code 1596.7925 and the location at which to obtain a form to file any complaint alleging noncompliance with those requirements. For this purpose, the Superintendent or designee may download and post a notice

available from the CDE ~~web site~~[website](#). (Education Code 8212; 5 CCR 4691)

The district's annual UCP notification distributed pursuant to 5 CCR 4622 shall clearly indicate which of its CSPP programs are operating as exempt from licensing and which CSPP programs are operating pursuant to requirements under Title 22 of the Code of Regulations. (5 CCR 4691)

Any complaint regarding specified health or safety issues in a license-exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall specify the location for filing the complaint, contain a space to indicate whether the complainant desires a response to the complaint, and allow a complainant to add as much text as desired to explain the complaint. (Education Code 8212; 5 CCR 4690)

If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the Superintendent or designee in a timely manner, not to exceed 10 working days, for resolution. The preschool administrator or the Superintendent or designee shall make all reasonable efforts to investigate any complaint within their authority. (Education Code 8212; 5 CCR 4692)

Investigation of a complaint regarding health or safety issues in a license-exempt CSPP program shall begin within 10 days of receipt of the complaint. (Education Code 8212; 5 CCR 4692)

The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall, within 45 working days of the initial filing of the complaint, report the resolution of the complaint to the complainant and CDE's assigned field consultant. If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 8212; 5 CCR 4692)

CSBA NOTE: Education Code 48985 requires that reports sent to parents/guardians be written in their primary language when 15 percent or more of a school's enrolled students speak a single primary language other than English. During the FPM process, CDE staff will check to ensure compliance with this requirement. Based on Title VI of the Civil Rights Act of 1964, OCR requires districts to ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

If a complaint regarding health or safety issues in a license-exempt CSPP program involves an LEP student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Board at a regularly scheduled hearing and, within 30 days of the date of the written report, may file a written appeal of the district's decision to the Superintendent of Public Instruction in accordance with 5 CCR 4632. (Education Code 8212; 5 CCR 4693, 4694)

All complaints and responses are public records. (5 CCR 4690)

On a quarterly basis, the Superintendent or designee shall report summarized data on the nature and resolution of all CSPP health and safety complaints, including the number of complaints by general subject area with the number of resolved and unresolved complaints, to the Board at a regularly scheduled Board meeting and to the County Superintendent. (5 CCR 4693)

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
2 CCR 11023	Harassment and discrimination prevention and correction
5 CCR 15580-15584	Child nutrition programs complaint procedures
5 CCR 3200-3205	Special education compliance complaints
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4600-4687	Uniform complaint procedures and Williams complaints
5 CCR 4690-4694	Complaints regarding health and safety issues in license-exempt preschool programs
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 18100-18203	School libraries
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35186	Williams uniform complaint procedures
Ed. Code 46015	Parental leave for students
Ed. Code 48645.7	Juvenile court schools
Ed. Code 48853-48853.5	Foster youth
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49010-49013	Student fees
Ed. Code 49060-49079	Student records
Ed. Code 49069.5	Records of foster youth
Ed. Code 49490-49590	Child nutrition programs
Ed. Code 49701	Provisions of the Interstate Compact on Educational Opportunities for Military Children
<u>Ed. Code 51204.5</u>	<u>Social sciences instruction; contributions of specified groups</u>
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51222	Physical education
Ed. Code 51223	Physical education; elementary schools

Ed. Code 51225.1-51225.2	Foster youth, homeless children, former juvenile court school students; course credits; graduation requirements
Ed. Code 51226-51226.1	Career technical education
Ed. Code 51228.1-51228.3	Course periods without educational content
<u>Ed. Code 51501</u>	<u>Nondiscriminatory subject matter</u>
Ed. Code 52059.5	Statewide system of support
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52075	Complaint for lack of compliance with local control and accountability plan requirements
Ed. Code 52300-52462	Career technical education
Ed. Code 52500-52617	Adult schools
Ed. Code 54400-54425	Compensatory education programs
Ed. Code 54440-54445	Migrant education
Ed. Code 54460-54529	Compensatory education programs
Ed. Code 59000-59300	Special schools and centers
<u>Ed. Code 60010</u>	<u>Instructional materials; definition</u>
<u>Ed. Code 60040-60052</u>	<u>Requirements for instructional materials</u>
Ed. Code 64000-64001	Consolidated application process; school plan for student achievement
Ed. Code 65000-65001	School site councils
Ed. Code 8200-8488	Child care and development programs
Ed. Code 8500-8538	Adult basic education
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12900-12996	Fair Employment and Housing Act
H&S Code 1596.792	California Child Day Care Act; general provisions and definitions
H&S Code 1596.7925	California Child Day Care Act; health and safety regulations
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Crimes; harassment
Federal	Description
20 USC 1221	Application of laws
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex

20 USC 6301-6576	Title I Improving the Academic Achievement of the Disadvantaged
20 USC 6801-7014	Title III language instruction for limited English proficient and immigrant students
28 CFR 35.107	Nondiscrimination on basis of disability; complaints
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.3	Prohibition of discrimination on basis of race, color or national origin
34 CFR 104.7	Section 504; Designation of responsible employee and adoption of grievances procedures
34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs
34 CFR 106.30	Discrimination on the basis of sex in education programs and activities; definitions
34 CFR 106.44	Recipient's response to sexual harassment
34 CFR 106.45	Grievance process for formal complaints of sexual harassment
34 CFR 106.8	Designation of coordinator; dissemination of policy, and adoption of grievance procedures
34 CFR 110.25	Notification of nondiscrimination on the basis of age
34 CFR 99.1-99.67	Family Educational Rights and Privacy
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d- 2000e-17 2000d-7	Title VI and Title VII Civil Rights Act of 1964, as amended
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age Discrimination Act of 1975

Management Resources

Description

California Department of Education Publication	Uniform Complaint Procedure 2021-22 Program Instrument
California Department of Education Publication	Sample UCP Board Policies and Procedures
U.S. DOE, Office for Civil Rights Publication	Part 1: Questions and Answers Regarding the Department's Title IX Regulations, January 2021
U.S. DOE, Office for Civil Rights Publication	Questions and Answers on the Title IX Regulations on Sexual Harassment, July 2021
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014
U.S. DOJ Publication	Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2007

Website	CSBA District and County Office of Education Legal Services
Website	Student Privacy Policy Office
Website	U.S. Department of Agriculture
Website	California Department of Social Services
Website	U.S. Department of Justice
Website	California Department of Education
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights
Website	California Civil Rights Department

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0420	School Plans/Site Councils
0420	School Plans/Site Councils
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
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
1100	Communication With The Public
1113	District And School Websites
1113	District And School Websites
1113-E(1)	District And School Websites
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1250	Visitors/Outsiders

1250	Visitors/Outsiders
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2-E(1)	Complaints Concerning Instructional Materials
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
1313	Civility
1340	Access To District Records
1340	Access To District Records
3260	Fees And Charges
3260	Fees And Charges
3555	Nutrition Program Compliance
3555-E(1)	Nutrition Program Compliance
3580	District Records
3580	District Records
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4112.23	Special Education Staff
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.1	Civil And Legal Rights
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.23	Unauthorized Release Of Confidential/Privileged Information
4131	Staff Development
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4218	Dismissal/Suspension/Disciplinary Action

4218	Dismissal/Suspension/Disciplinary Action
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.23	Unauthorized Release Of Confidential/Privileged Information
4231	Staff Development
4244	Complaints
4244	Complaints
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4319.1	Civil And Legal Rights
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.23	Unauthorized Release Of Confidential/Privileged Information
4331	Staff Development
4344	Complaints
4344	Complaints
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5125	Student Records
5125	Student Records
5131.62	Tobacco
5131.62	Tobacco
5137	Positive School Climate
5141.22	Infectious Diseases
5141.22	Infectious Diseases
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
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E(1)	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
5146	Married/Pregnant/Parenting Students
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
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6152	Class Assignment
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
<u>6161.1</u>	<u>Selection and Evaluation of Instructional Materials</u>
6164.2	Guidance/Counseling Services
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.5	Student Success Teams
6164.5	Student Success Teams
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
6173.3	Education For Juvenile Court School Students
6175	Migrant Education Program
6175	Migrant Education Program
6178	Career Technical Education
6178	Career Technical Education
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6178.2	Regional Occupational Center/Program
6200	Adult Education
6200	Adult Education
9000	Role Of The Board

9011	Disclosure Of Confidential/Privileged Information
9012	Board Member Electronic Communications
9124	Attorney
9200	Limits Of Board Member Authority
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9322	Agenda/Meeting Materials

Regulation 1312.4: Williams Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 11/01/2010 | **Last Revised Date:** 06/10/01/2022/2023 | **Last Reviewed Date:** 06/10/01/2022/2023

CSBA NOTE: Education Code 35186 mandates that districts establish policies and procedures to address complaints regarding insufficiency of textbooks and instructional materials, teacher vacancy or misassignment, and emergency or urgent facilities conditions that pose a threat to the health and safety of students or staff. When such a complaint is filed with the district, the district is required to investigate and resolve the complaint in accordance with the Williams uniform complaint procedures established pursuant to 5 CCR 4680-4687.

It is recommended that districts use these procedures only for complaints specified in law and this administrative regulation. See BP/AR 1312.3 - Uniform Complaint Procedures for a discussion of the types of complaints subject to the uniform complaint procedures established pursuant to 5 CCR 4600-4670. , and for [license-exempt preschool programs pursuant to 5 CCR 4690-4694](#). For procedures related to complaints about employees, see BP/AR 1312.1 - Complaints Concerning District Employees. For complaints concerning the district's adoption and selection of specific instructional materials, see BP/AR 1312.2 - Complaints Concerning Instructional Materials. For complaints regarding the district's nutrition program, see BP 3555 - Nutrition Program Compliance.

Types of Complaints

The district shall use the procedures described in this administrative regulation only to investigate and resolve the following:

CSBA NOTE: Education Code 242, as added by AB 1078 (Ch. 229, Statutes of 2023), requires the California Department of Education (CDE) to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum.

Pursuant to Education Code 60119, boards are required to hold a public hearing annually regarding the sufficiency of instructional materials. If, at the public hearing, the Governing Board makes a determination of "insufficient materials", Education Code 1240, as amended by AB 1078, requires the Board to take certain actions and specifies potential consequences for not remedying the deficiency as required by law; see BP 6161.1 – Selection and Evaluation of Instructional Materials.

1. 1. Complaints regarding the insufficiency of textbooks and instructional materials, including any complaint alleging that: (Education Code 35186; 5 CCR 4681)
 - a. a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
 - b. b. A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.

- a. a. A condition poses an emergency or urgent threat to the health or safety of students or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of students or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

- b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, ~~or~~ and paper towels or functional hand dryers. (Education Code 35292.5)

CSBA NOTE: Pursuant to Education Code 35292.5, as amended by SB 760 (Ch. 227, Statutes of 2023), districts may temporarily close a restroom for (1) a documented student safety concern, (2) an immediate threat to student safety, or (3) to repair the facility.

Open restroom means the school has kept all restrooms open during school hours when students are not in classes and has kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when the temporary closing of the restroom is necessary for a documented student safety concern, an immediate threat to student safety, or to ~~make repairs~~ repair the facility. (Education Code 35292.5)

CSBA NOTE: The following optional paragraph is for use by districts that maintain any of grades 6-12, and may be revised to reflect the grade levels served by the district.

Pursuant to Education Code 35292.6, as added by AB 367 (Ch. 664, Statutes of 2021), before the start of the 2022-23 school year, a school that serves any of grades 6-12 is required to stock the school's restrooms with menstrual products for use in connection with the menstrual cycle free of charge. See AR 3517 - Facilities Inspection.

Although Education Code 35292.6 does not require a complaint process, it is recommended that the Williams uniform complaint procedures be used to address any allegation of noncompliance with Education Code 35292.6 in order to ensure consistency in the procedures that districts use to address allegations of noncompliance with all restroom maintenance requirements. However, pursuant to 5 CCR 4610, any such district-permitted complaint may not be appealed to CDE.

In any school serving any of grades 6-12, a complaint may be filed alleging noncompliance with the requirement of Education Code 35292.6 to, at all times, stock and make available and accessible free of cost, an adequate supply of menstrual products in every women's and all-gender restroom, and in at least one men's restroom. (Education Code 35292.6)

Forms and Notices

The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

CSBA NOTE: Education Code 35186 requires that the district's complaint form contain the elements stated in the following paragraph. In addition, Education Code 35186 requires that a notice be posted in each classroom in each school in the district, as specified below. See the accompanying exhibits for a sample form and classroom notice.

The Superintendent or designee shall ensure that the district's complaint form specifies the location for filing a complaint and contains a space to indicate whether the complainant desires a response to the complaint. A complainant may add as much text to explain the complaint as desired. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall post in each classroom in each school a notice containing the components specified in Education Code 35186. (Education Code 35186)

Filing of Complaint

CSBA NOTE: Education Code 35186 requires that complaints be investigated and resolved within the timelines specified below. During the Federal Program Monitoring (FPM) process, ~~the California Department of Education (CDE)~~ CDE staff will expect to see statements regarding the filing of the complaint, the investigation, timelines, and the complainant's right to appeal to the ~~Governing~~ Board and to appeal facilities complaints to CDE, as detailed in the following section and the section "Investigation and Response" below.

A complaint alleging any condition(s) specified in the section "Types of Complaints" above shall be filed with the principal or designee at the school in which the complaint arises. A complaint about problems beyond the authority of the principal shall be forwarded to the Superintendent or designee in a timely manner, but not to exceed 10 working days. Complaints may be filed anonymously. (Education Code 35186; 5 CCR 4680)

CSBA NOTE: Pursuant to Education Code 35186, as amended by AB 1078, complaints related to instructional materials alleging that more than one student does not have sufficient textbooks or instructional materials as the result of an act by the Board, or the Board's failure to remedy the deficiency, may be filed with the Superintendent of Public Instruction (SPI) directly in addition to or in lieu of being filed with the district, and the SPI may directly intervene without waiting for an investigation, as described in the section "Investigation and Response" below.

Pursuant to Education Code 60150, as added by AB 1078, if the SPI finds that a district has not provided sufficient textbooks or instructional materials as required, CDE is required to take all remedial actions as specified in Education Code 1240, including purchasing textbooks and instructional materials. Additionally, the SPI is required to assess a financial penalty against the district's local control funding formula allocation.

A complaint alleging that more than one student does not have sufficient textbooks or instructional materials as the result of an act by the Board, or the Board's failure to remedy the deficiency, may be filed with the Superintendent of Public Instruction (SPI) directly in addition to or in lieu of being filed with the district. Any such complaint shall identify the basis and provide evidence to support its filing directly with the SPI. (Education Code 35186)

If the Superintendent or designee becomes aware that a complaint alleging insufficient textbooks or instructional materials that has been filed directly with the SPI but not with the district, the

Superintendent or designee may initiate an investigation in accordance with this administrative regulation, as described below, if there is sufficient evidence to do so.

Investigation and Response

The principal or a designee of the Superintendent shall make all reasonable efforts to investigate any problem within the principal's or designee's authority. (Education Code 35186; 5 CCR 4685)

The principal or Superintendent's designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR 4685)

If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the principal or Superintendent's designee shall send written resolution of the complaint to the mailing address of the complainant as indicated on the complaint within 45 working days of the initial filing of the complaint. If the principal makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 35186; 5 CCR 4680, 4685)

CSBA NOTE: Education Code 48985 specifies that, when 15 percent or more of the students enrolled in a particular school speak a single primary language other than English, all notices, reports, statements, or records sent to the parents/guardians of such students be written in English and in the primary language. Education Code 35186 requires that, when Education Code 48985 is applicable, any response requested by the complainant must be written in English and in the primary language in which the complaint was filed.

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Governing Board at a regularly scheduled meeting. (Education Code 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of students or staff as described in Item #3a in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction [SPI](#) within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code 35186; 5 CCR 4686)

Reports

CSBA NOTE: During the FPM process, CDE staff will expect to see the following statement.

On a quarterly basis, the Superintendent or designee shall report, to the Board at a regularly scheduled Board meeting and to the County Superintendent of Schools, summarized data on the nature and resolution of all complaints. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. (Education Code 35186; 5 CCR 4686)

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State

5 CCR 4600-4670

Description

Uniform complaint procedures

5 CCR 4600-4687

Uniform complaint procedures and Williams complaints

[5 CCR 4690-4694](#)

[Health and safety complaints in license-exempt preschool programs](#)

Ed. Code 1240

County superintendent of schools; duties

Ed. Code 17592.72

Urgent or emergency repairs; School Facility Emergency Repair Account

[Ed. Code 200-262.4](#)

[Prohibition of discrimination](#)

Ed. Code 234.1

Student protections relating to discrimination, harassment, intimidation, and bullying

Ed. Code 33126

School accountability report card

Ed. Code 35186

Williams uniform complaint procedures

Ed. Code 35292.5-35292.6

Restrooms; maintenance and cleanliness

[Ed. Code 48907](#)

[Exercise of free expression; time, place and manner rules and regulations](#)

[Ed. Code 48950](#)

[Speech and other communication](#)

Ed. Code 48985

Notices to parents in language other than English

[Ed. Code 51501](#)

[Nondiscriminatory subject matter](#)

[Ed. Code 60010](#)

[Instructional materials; definition](#)

[Ed. Code 60040-60052](#)

[Requirements for instructional materials](#)

Ed. Code 60119

Hearing on sufficiency of instructional materials

[Ed. Code 60150](#)

[Penalty for insufficiency of textbooks and instructional materials](#)

Federal

20 USC 6314

Description

Title I schoolwide program

Management Resources

Website

Description

CSBA District and County Office of Education Legal Services

Website

State Allocation Board, Office of Public School Construction

[Website](#)

[California Department of Education \(https://www.cde.ca.gov/\)](#)

[Website](#)

[California County Superintendents Educational Services Association \(https://ccsesa.org/\)](#)

Website	Department of Justice (https://oag.ca.gov/)
Website	U.S. Department of Education, Office for Civil Rights (https://www2.ed.gov/about/offices/list/ocr/index.html)
Website	California Department of Education, Williams Case
Website	California County Superintendents
Website	CSBA

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1100	Communication With The Public
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2-E(1)	Complaints Concerning Instructional Materials
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1340	Access To District Records
1340	Access To District Records
3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies
3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3517	Facilities Inspection
3517-E(1)	Facilities Inspection
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
4112.2	Certification

4112.2	Certification
4112.22	Staff Teaching English Learners
4113	Assignment
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4144	Complaints
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<u>5145.3</u>	<u>Nondiscrimination/Harassment</u>
<u>6143</u>	<u>Courses Of Study</u>
6142.92	Mathematics Instruction
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
<u>6161.11</u>	<u>Supplementary Instructional Materials</u>
6161.2	Damaged Or Lost Instructional Materials
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9000	Role Of The Board
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Exhibit 1312.4-E(1): Williams Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 11/01/2007 | **Last Revised Date:** 03/10/01/2019/2023 | **Last Reviewed Date:** 03/10/01/2019/2023

CSBA NOTE: Education Code 35186 requires that the following notice be posted in each K-12 classroom in each school in the district. During the Federal Program Monitoring process, California Department of Education (CDE) staff will check to ensure that a notice is placed in each classroom in each school and that the notice contains all the information described below.

**NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS:
K-12 COMPLAINT RIGHTS**

Parents/Guardians, Students, and Teachers:

Pursuant to Education Code 35186, you are hereby notified that:

1. There should be sufficient textbooks and instructional materials. That means each student, including an English learner, must have a textbook or instructional materials, or both, to use in class and to take home.

CSBA NOTE: Pursuant to Education Code 35292.5, as amended by SB 760 (Ch. 227, Statutes of 2023), districts may temporarily close a restroom for (1) a documented student safety concern, (2) an immediate threat to student safety, or (3) to repair the facility.

2. School facilities must be clean, safe, and maintained in good repair.

CSBA NOTE: Education Code 35186, as amended by SB 114 (Ch. 48, Statutes of 2023), requires that the Williams uniform complaint procedure be used to address a complaint related to teacher misassignment that claims that a teacher who lacks credentials or training to teach English learners is assigned to teach a class with one or more English learners in the class.

3. There should be no teacher vacancies or misassignments. There should be a teacher assigned to each class and not a series of substitutes or other temporary teachers. The teacher should have the proper credential to teach the class, including the certification required to teach English learners, if present.

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

CSBA NOTE: Education Code 35186 requires that the notice inform parents/guardians of the location to obtain a complaint form and provides that posting a notice downloadable from the CDE's [web site website](#) will satisfy this requirement. The law does not require that complaint form be placed in any specific location. The following paragraph lists locations where complaint forms may be available and should be modified to reflect district practice, including adding the school and district [web site website](#) addresses.

If you choose to file a complaint alleging that any of the above conditions is not being met, your complaint will be addressed through the district's Williams uniform complaint procedures as required by law. A complaint form may be obtained at the school office or district office, or downloaded from the school or district [web site website](#). You may also download a copy of the California Department of Education ([CDE](#)) complaint form from the following [web site](#): <http://www.cde.ca.gov/re/cp/uc> [CDE's, website when available](#). However, a complaint need not be filed using either the district's complaint form or the complaint form from the California Department of Education [CDE](#).

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State	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4600-4687	Uniform complaint procedures and Williams complaints
5 CCR 4690-4694	Health and safety complaints in license-exempt preschool programs
Ed. Code 1240	County superintendent of schools; duties
Ed. Code 17592.72	Urgent or emergency repairs; School Facility Emergency Repair Account
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 33126	School accountability report card
Ed. Code 35186	Williams uniform complaint procedures
Ed. Code 35292.5-35292.6	Restrooms; maintenance and cleanliness
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51501	Nondiscriminatory subject matter

[Ed. Code 60010](#)

[Ed. Code 60040-60052](#)

Ed. Code 60119

[Ed. Code 60150](#)

Federal

20 USC 6314

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Cross References

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1312.3-E(2)

[Instructional materials; definition](#)

[Requirements for instructional materials](#)

Hearing on sufficiency of instructional materials

[Penalty for insufficiency of textbooks and instructional materials](#)

Description

Title I schoolwide program

Description

CSBA District and County Office of Education Legal Services

State Allocation Board, Office of Public School Construction

[California Department of Education \(https://www.cde.ca.gov/\)](#)

[California County Superintendents Educational Services Association \(https://ccsesa.org/\)](#)

[Department of Justice \(https://oag.ca.gov/\)](#)

[U.S. Department of Education, Office for Civil Rights \(https://www2.ed.gov/about/offices/list/ocr/index.html\)](#)

[California Department of Education, Williams Case](#)

[California County Superintendents](#)

CSBA

Description

Nondiscrimination In District Programs And Activities

Local Control And Accountability Plan

Local Control And Accountability Plan

Communication With The Public

Visitors/Outsiders

Visitors/Outsiders

Complaints Concerning Instructional Materials

Complaints Concerning Instructional Materials

Complaints Concerning Instructional Materials

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<u>5145.3</u>	<u>Nondiscrimination/Harassment</u>
<u>6143</u>	<u>Courses Of Study</u>
6142.92	Mathematics Instruction
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
<u>6161.11</u>	<u>Supplementary Instructional Materials</u>
6161.2	Damaged Or Lost Instructional Materials
<u>6163.1</u>	<u>Library Media Centers</u>
9000	Role Of The Board
9012	Board Member Electronic Communications

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Limits Of Board Member Authority

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Agenda/Meeting Materials

Exhibit 1312.4-E(2): Williams Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 11/01/2010 | **Last Revised Date:** 06/10/01/2022/2023 | **Last Reviewed Date:** 06/10/01/2022/2023

CSBA NOTE: Education Code 35186 creates the Williams uniform complaint procedures for the filing of complaints concerning deficiencies in textbooks or instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, or teacher vacancy or misassignment. The following form contains elements required by Education Code 35186 and 5 CCR 4681-4683. During the Federal Program Monitoring process, California Department of Education staff will check to ensure that the complaint form includes all of the elements specified below.

**K-12 COMPLAINT FORM:
WILLIAMS UNIFORM COMPLAINT PROCEDURES**

Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, or teacher vacancy or misassignment. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? Yes No

Contact information: (if response is requested)

Name: _____

Address: _____

Phone number: Day: _____ Evening: _____

E-mail address, if any: _____

Date problem was observed: _____

Location of the problem that is the subject of this complaint:

School name/address: _____

Course title/grade level and teacher name: _____

Room number/name of room/location of facility: _____

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

1. Textbooks and instructional materials: (Education Code 35186; 5 CCR 4681)
 - o A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required

instructional materials to use in class.

- A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.
- Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. Teacher vacancy or misassignment: (Education Code 35186; 5 CCR 4682)

- A semester begins and a teacher vacancy exists. A *teacher vacancy* is a position to which a single designated certificated employee has not been assigned at the beginning of the school year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester. ([5 CCR 4600](#))

[CSBA NOTE: Education Code 35186, as amended by SB 114 \(Ch. 48, Statutes of 2023\), requires that the Williams uniform complaint procedure be used to address a complaint related to teacher misassignment that claims that a teacher who lacks credentials or training to teach English learners is assigned to teach a class with one or more English learners in the class.](#)

- A teacher who lacks credentials or training to teach English learners is assigned to teach a class with [one or](#) more than ~~20 percent~~ English learners in the class.
- A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

3. Facilities conditions: (Education Code 17592.72, 35186, 35292.5, 35292.6; 5 CCR 4683)

- A condition exists that poses an emergency or urgent threat to the health or safety of students or staff including gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; and any other condition deemed appropriate by the district.
- A school restroom has not been cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, ~~or~~[and](#) paper towels or functional hand dryers.

[CSBA NOTE: The following optional item is for districts that choose to use the Williams uniform complaint procedures to address complaints alleging noncompliance with requirements to stock restrooms at certain schools with menstrual products pursuant to Education Code 35292.6; see the accompanying administrative regulation.](#)

- For a school serving any of grades 6-12, the school has not, at all times, stocked and made available and accessible free of cost, an adequate supply of menstrual products in every women’s and all-gender restroom, and in at least one men’s restroom.

CSBA NOTE: Pursuant to Education Code 35292.5, as amended by SB 760 (Ch. 227, Statutes of 2023), districts may temporarily close a restroom for (1) a documented student safety concern, (2) an immediate threat to student safety, or (3) to repair the facility.

- The school has not kept all restrooms open during school hours when students are not in classes and has not kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when temporary closing of the restroom is necessary for a documented student safety concern, an immediate threat to student safety, or to ~~make repairs~~repair the facility.

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation. For complaints regarding facilities conditions, please describe the emergency or urgent facilities condition and how that condition poses a threat to the health or safety of students or staff.

CSBA NOTE: Education Code 35186 requires that complaints be filed with the principal or designee and that the complaint form specify the location for filing the complaint. Districts should specify the name and/or location in the spaces below.

Please file this complaint at the following location:

(principal or designee)

(address)

CSBA NOTE: Pursuant to Education Code 35186, as amended by AB 1078 (Ch. 229, Statutes of 2023), complaints related to instructional materials alleging that more than one student does not have sufficient textbooks or instructional materials as the result of an act by the Governing Board, or the Board’s failure to remedy the deficiency, may be filed with the Superintendent of Public Instruction (SPI) directly, and the SPI may directly intervene without waiting for an investigation by the district; see the accompanying administrative regulation for more information. The following paragraph may be used by districts to inform complainants about the option to file complaints directly with the SPI.

Please be aware that you may file a complaint directly with the Superintendent of Public Instruction if you are alleging that more than one student does not have sufficient textbooks or instructional materials as the result of an act by the Governing Board, or the Board’s failure to remedy the deficiency.

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

(Signature)

(Date)

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State

5 CCR 4600-4670

Description

Uniform complaint procedures

5 CCR 4600-4687

Uniform complaint procedures and Williams complaints

[5 CCR 4690-4694](#)

[Health and safety complaints in license-exempt preschool programs](#)

Ed. Code 1240

County superintendent of schools; duties

Ed. Code 17592.72

Urgent or emergency repairs; School Facility Emergency Repair Account

[Ed. Code 200-262.4](#)

[Prohibition of discrimination](#)

Ed. Code 234.1

Student protections relating to discrimination, harassment, intimidation, and bullying

Ed. Code 33126

School accountability report card

Ed. Code 35186

Williams uniform complaint procedures

Ed. Code 35292.5-35292.6

Restrooms; maintenance and cleanliness

[Ed. Code 48907](#)

[Exercise of free expression; time, place and manner rules and regulations](#)

[Ed. Code 48950](#)

[Speech and other communication](#)

Ed. Code 48985

Notices to parents in language other than English

[Ed. Code 51501](#)

[Nondiscriminatory subject matter](#)

[Ed. Code 60010](#)

[Instructional materials; definition](#)

[Ed. Code 60040-60052](#)

[Requirements for instructional materials](#)

Ed. Code 60119

Hearing on sufficiency of instructional materials

[Ed. Code 60150](#)

[Penalty for insufficiency of textbooks and instructional materials](#)

Federal	Description
20 USC 6314	Title I schoolwide program
Management Resources	Description
Website	CSBA District and County Office of Education Legal Services
Website	State Allocation Board, Office of Public School Construction
Website	California Department of Education (https://www.cde.ca.gov/)
Website	California County Superintendents Educational Services Association (https://ccsesa.org/)
Website	Department of Justice (https://oag.ca.gov/)
Website	U.S. Department of Education, Office for Civil Rights (https://www2.ed.gov/about/offices/list/ocr/index.html)
Website	California Department of Education, Williams Case
Website	California County Superintendents
Website	CSBA

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
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1250	Visitors/Outsiders
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1312.2	Complaints Concerning Instructional Materials
1312.2-E(1)	Complaints Concerning Instructional Materials
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
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1340	Access To District Records
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3270	Sale And Disposal Of Books, Equipment And Supplies
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3514.2	Integrated Pest Management
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4344	Complaints
4344	Complaints
<u>5145.3</u>	<u>Nondiscrimination/Harassment</u>
<u>6143</u>	<u>Courses Of Study</u>
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<u>6163.1</u>	<u>Library Media Centers</u>
9000	Role Of The Board
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Policy 5145.3: Nondiscrimination/Harassment

Status: ADOPTED

Original Adopted Date: 10/01/2014 | **Last Revised Date:** 05~~10~~/01/2020~~2023~~ | **Last Reviewed Date:** 05~~10~~/01/2020~~2023~~

CSBA NOTE: The following **mandated** policy reflects various provisions of state and federal law which prohibit discrimination against students in educational programs and activities based on certain actual or perceived characteristics of an individual, ~~including~~ Education Code 220, which prohibits discrimination based on disability, race, nationality, immigration status, ethnicity, gender, gender identity, gender expression, sexual orientation, religion, or any other characteristic contained in the definition of hate crimes in Penal Code 422.55; Government Code 11135, which prohibits discrimination based on ~~all~~ **most of** the foregoing characteristics and on sex, color, ancestry, age, medical condition, marital status, and an individual's genetic information; Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000~~e-17~~), ~~which~~ 2000d-7) prohibits discrimination based on race, color, or national origin; Title IX (20 USC 1681-1688), which prohibits discrimination based on sex, gender, gender identity, pregnancy, and parental status; ~~the~~ The Age Discrimination Act of 1975 (42 USC 6101-6107), ~~which~~) prohibits discrimination based on age; ~~and Title II. The Americans with Disabilities Act (ADA)~~ (20 USC 12101-12213) and Section 504 (29 USC 794), ~~which~~) prohibit discrimination based on disability. Education Code 260 gives the Governing Board primary responsibility for ensuring that district programs and activities are free from discrimination based on age or any of the characteristics listed in Education Code 220. See also BP 0410 - Nondiscrimination in District Programs and Activities.

Moreover, this sample Board policy and the accompanying administrative regulation reflect the statutory right of a transgender student to participate in sex-segregated educational programs and use facilities consistent with one's gender identity as specified in Education Code 221.5, and best practices based on existing state and federal law. Districts with questions about the rights of transgender and gender-nonconforming students should consult CSBA's District and County Office of Education Legal Services or district legal counsel as appropriate. For more information on the rights of transgender students, see CSBA's Updated, "Legal Guidance: Protecting on Rights of Transgender and Gender Nonconforming Students Against Sex Discrimination in Schools."

Education Code 234.1 **mandates** that districts adopt policy as well as a process for prohibiting discrimination which applies to all acts related to school activity or school attendance occurring within a school or under the authority of the district, including discriminatory harassment, intimidation, and bullying, based on the foregoing characteristics. The California Department of Education (CDE), through its Federal Program Monitoring process, reviews districts' uniform complaint procedures (UCP) and other anti-discrimination policies and ~~practices~~ processes to ensure compliance with these requirements. In addition, the U.S. Department of Education's Office for Civil Rights (OCR) is responsible for the administrative enforcement of federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, sex, disability, and age in programs and activities that receive federal financial assistance from the department, and requires the adoption of nondiscrimination policies and complaint procedures.

Education Code 234.1 requires that the district's nondiscrimination policy include a statement that the policy applies to all acts related to a school activity or school attendance and, as amended by AB 1078 (Ch. 229, Statute of 2023), all acts of the Board and the Superintendent in enacting policies and procedures that govern the district. Education Code 234.1, as amended by AB 1078,

contains similar language regarding the County Board of Education and the County Superintendent of Schools.

Education Code 243, as added by AB 1078, clarifies when it is unlawful discrimination for the Board to (1) refuse to approve the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library or (2) prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library. The Board may not refuse to approve such use on the basis that the material includes a study of the role and contributions of specified individuals or groups, unless the study of the role and contributions reflects adversely upon legally protected groups. Additionally, the Board may not prohibit such use on the basis that the study of the role and contributions contain inclusive or diverse perspectives.

OCR has clarified in several publications that conduct that occurs off campus may have an adverse effect on a student at school (i.e., create a "hostile environment" for the student). When that happens, the district has an obligation to investigate and to take steps to protect the student.

This policy shall apply to all acts constituting unlawful discrimination or harassment related to school activity or to school attendance occurring within a district school, and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.

The , and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district.

The Board desires to provide a welcoming, safe, and supportive school environment that allows all students equal access to and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, 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, medical condition, 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.

CSBA NOTE: OCR's August 2023 Dear Colleague Letter, "Race and School Programming," states that a district may not separate students based on race, but may include group discussions or activities that focus on race as part of the curriculum, courses, or programs so long as access or participation is not permitted or limited based on race. OCR guidance also provides that a school-sponsored program with emphasis on race, such as a student club, that is open to all students, typically would not violate Title VI solely because of its race-related theme.

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also occurs when prohibited conduct is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

CSBA NOTE: In addition to the types of prohibited student conduct described above, unlawful discrimination includes different treatment of students with respect to the provision of

opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services. See BP 0410 - Nondiscrimination in District Programs and Activities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

CSBA NOTE: Unlawful discrimination may occur when disciplining students. OCR's guidance, "Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973," "Resource on Confronting Racial Discrimination in Student Discipline," and "Creating Inclusive and Nondiscriminatory School Environments for LGBTQI+ Students," address discrimination in the use of discipline based on disability, race, and gender expression. For more information regarding student discipline, see BP/AR 5144 - Discipline, BP/AR 5144.1 - Suspension and Expulsion/Due Process, and AR 5144.2 - Suspension and Expulsion/Due Process (Students With Disabilities).

Because unlawful discrimination may occur when disciplining students, including suspension and expulsion, the Superintendent or designee shall ensure that staff enforce discipline rules fairly, consistently and in a non-discriminatory manner, as specified in Board Policy and Administrative Regulation 5144 - Discipline, Board Policy and Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process, and Administrative Regulation 5144.2 - Suspension and Expulsion/Due Process (Students With Disabilities).

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

CSBA NOTE: Pursuant to Education Code 234.1 and 34 CFR 106.98, a district is required to publicize its nondiscrimination policies to the school community. In addition, Education Code 234.6, as added by AB 34 (Ch. 282, Statutes of 2019), requires the district, starting in the 2020-21 school year, to make readily accessible on its ~~web site~~ website its nondiscrimination, sexual harassment, suicide prevention, and other specified policies and information related to specified state and federal laws and resources. For further information regarding specific posting requirements, see "Measures to Prevent Discrimination" in the accompanying administrative regulation.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. In addition, the Superintendent or designee shall post the district's policies prohibiting discrimination, harassment, intimidation, and bullying and other required information on the district's ~~web site~~ website in a manner that is easily accessible to parents/guardians and students, in accordance with law and the accompanying administrative regulation. (Education Code 234.1, 234.6)

CSBA NOTE: In its October 2010 Dear Colleague Letter: Harassment and Bullying, OCR identifies training of the school community as one of the key measures for minimizing discriminatory and harassing behavior in school. See the accompanying administrative regulation for specific measures to prevent discrimination and facilitate students' access to the educational program. The following paragraph may be modified to reflect district practice.

The Superintendent or designee shall provide training and/or information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school

community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. The Superintendent or designee shall report the findings and recommendations to the Board after each review.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

CSBA NOTE: Policies related to discrimination must be consistent with the First Amendment right to free speech. Education Code 48950 prohibits a district from subjecting a high school student to disciplinary sanctions solely on the basis of speech or other communication that would be constitutionally protected if engaged in outside of campus. However, Education Code 48950 also specifies that the law does not prohibit discipline for harassment, threats, or intimidation unless constitutionally protected. Whether such speech might be entitled to constitutional protection would be determined on a case-by-case basis, with consideration for the specific words used and the circumstances involved. The district should consult [CSBA's District and County Office of Education Legal Services or district](#) legal counsel as necessary.

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 defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

CSBA NOTE: [Education Code 234.1 requires that districts adopt a process for receiving and investigating complaints of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying that is consistent with the district's UCP specified in 5 CCR 4600-4670.](#)

[All allegations of unlawful discrimination in district programs and activities shall be brought, investigated, and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures.](#)

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

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 432	Student records
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 48900.3	Suspension or expulsion for act of hate violence
Ed. Code 48900.4	Suspension or expulsion for harassment, threats, or intimidation
Ed. Code 48904	Liability of parent/guardian for willful student misconduct
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49020-49023	Athletic programs
Ed. Code 49060-49079	Student records
Ed. Code 51204.5	Social sciences instruction; contributions of specified groups
Ed. Code 51500	Prohibited instruction or activity
Ed. Code 51501	Prohibited means of instruction Nondiscriminatory subject matter
Ed. Code 60010	Instructional materials; definition
Ed. Code 60044 60040-60052	Prohibited Requirements for instructional materials
Gov. Code 11135	Prohibition of discrimination
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Crimes; harassment
Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.107	Nondiscrimination on basis of disability; complaints
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.3	Prohibition of discrimination on basis of race, color or national origin
34 CFR 104.7	Section 504; Designation of responsible employee and adoption of grievances procedures
34 CFR 104.8	Notice of Nondiscrimination on the Basis of Handicap

34 CFR 106.8	Designation of coordinator; dissemination of policy, and adoption of grievance procedures
34 CFR 106.30	Discrimination on the basis of sex; definitions
34 CFR 106.944-106.45	Severability Grievance process for formal complaints of sexual harassment
34 CFR 110.25	Prohibition of discrimination based on age
34 CFR 99.31	Disclosure of personally identifiable information
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000e-17	Title VI and Title VII Civil Rights Act of 1964, as amended
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age Discrimination Act of 1975
Management Resources	Description
CA Office of the Attorney General Publication	Promoting a Safe & Secure Learning Environment for All: Guidance & Model Policies to Assist CA California's K-12 Schools in Responding to Immigration Issues , 4/ April 2018 (https://oag.ca.gov/sites/all/files/agweb/pdfs/bcj/school-guidance-model-k12.pdf)
Court Decision	Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Court Decision	Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
CSBA Publication	Updated Legal Guidance: Protecting on Rights of Transgender and Gender Nonconforming Students Against Sex Discrimination , March 2017 in School, October 2022 (https://www.csba.org/-/media/CSBA/Files/Advocacy/LegalAdvocacy/Legal-Guidance-Transgender-Legal-10-2022.ashx?la=en&rev=a3fb600ee6d640598c038dfceaef871c)
First Amendment Center Publication	Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground , 2006
California Department of Education Publication	California Longitudinal Pupil Achievement Data System (CALPADS) Update FLASH #158: Guidance for Changing a Student's Gender in CALPADS , July 2019 (https://www.cde.ca.gov/ds/sp/cl/calpadsupdf158.asp)
U.S Dept of Ed DOE , Office for Civil Rights Publication	Resolution Agreement Between the Arcadia USD, US Dept of Ed, OCR, & the US DOJ, CRD, (2013) OCR 09-12-1020, DOJ 169-12C-70 (https://www.justice.gov/sites/default/files/crt/legacy/2013/07/26/arcadiaagree.pdf)
U.S. Dept. of Health & Human Services Publication	Guidance to Fed Fin. Assist. Federal Financial Assistance Recipients Re: Regarding Title VI Prohibition Against

	<p><u>National Origin Discrimination Affecting Limited English Proficient Persons, Aug. 2013</u> https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/guidance-federal-financial-assistance-recipients-title-vi/index.html</p>
<p><u>U.S. DOE, Office for Civil Rights Publication</u></p>	<p><u>Questions and Answers on the Title IX Regulations on Sexual Harassment, June 2022</u> https://www2.ed.gov/about/offices/list/ocr/docs/202107-ga-titleix.pdf</p>
<p><u>U.S. DOE, Office for Civil Rights Publication</u></p>	<p><u>U.S. Department of Education Toolkit: Creating Inclusive and Nondiscriminatory School Environments for LGBTQI+ Students, June 2023</u> https://www2.ed.gov/about/offices/list/ocr/docs/lgbtqi-student-resources-toolkit-062023.pdf</p>
<p><u>U.S. DOE, Office for Civil Rights Publication</u></p>	<p><u>Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973, July 2022</u> https://www2.ed.gov/about/offices/list/ocr/docs/504-discipline-guidance.pdf</p>
<p><u>U.S. DOE, Office for Civil Rights and U.S. DOJ, Civil Rights Division Publication</u></p>	<p><u>Dear Colleague Letter: Harassment and Bullying, October 2010</u> <u>Resource on Confronting Racial Discrimination in Student Discipline, May 2023</u> https://www2.ed.gov/about/offices/list/ocr/docs/tvi-student-discipline-resource-202305.pdf</p>
<p><u>U.S. DOE Publication</u></p>	<p><u>Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023</u> https://www2.ed.gov/policy/gen/guid/religionandschools/prayer_guidance.html</p>
<p><u>U.S. DOE, Office for Civil Rights Publication</u></p>	<p><u>Dear Colleague Letter: Title IX Coordinators, April 2015</u> <u>Addressing Discrimination Against Jewish Students, May 2023</u> https://www2.ed.gov/about/offices/list/ocr/docs/antisemitism-dcl.pdf?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=</p>
<p><u>U.S. DOE, Office for Civil Rights Publication</u></p>	<p><u>Enforcement of Title IX of the Education Amendments of 1972 With Respect to Discrimination Based on Sexual Orientation and Gender Identity in Light of Bostock v. Clayton County, June 2021</u> https://www2.ed.gov/about/offices/list/ocr/docs/202106-titleix-noi.pdf?_cldee=YmxhaWZtYW5AY3NiYS5vcmc%3d&recipientid=contact-a1fe1b1b458fe61180ef005056b02a09-2649c94bee724cf58c51a008ab8c6b92&esid=a7f7c74b-7cd3-eb11-8145-005056b02a09</p>

[U.S. DOE, Office for Civil Rights Publication](#)

[Dear Colleague Letter: Race and School Programming, August 2023](#)

<https://www2.ed.gov/about/offices/list/ocr/letters/colleague-20230824.pdf>

U.S. DOE, Office for Civil Rights Publication

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

U.S. DOE, Office for Civil Rights Publication

Notice of Non-Discrimination, Fact Sheet, August 2010

Website

CSBA District and County Office of Education Legal Services

Website

First Amendment Center

Website

California Office of the Attorney General

Website

California Safe Schools Coalition

Website

CSBA

Website

California Department of Education

Website

U.S. Department of Education, Office for Civil Rights

Cross References

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Nondiscrimination In District Programs And Activities

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District-Sponsored Social Media

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Policy 6143: Courses Of Study

Status: ADOPTED

Original Adopted Date: 03/01/2003 | **Last Revised Date:** 12/10/01/2024/2023 | **Last Reviewed Date:** 12/10/01/2024/2023

The Governing Board recognizes that a well-aligned sequence of courses fosters academic growth and provides for the best possible use of instructional time. The district's course of study shall provide students with opportunities to attain the skills, knowledge, and abilities they need to be successful academically, professionally, and personally.

CSBA NOTE: The following optional paragraph should be revised to reflect the grade levels offered by the district. For example, unified school districts need to be concerned about articulation of courses within the district and with postsecondary institutions, whereas elementary districts and high school districts will need to address articulation with each other.

The Superintendent or designee shall establish processes for ensuring the articulation of courses across grade levels within the district. As necessary, the Superintendent or designee shall work with representatives of appropriate area districts and postsecondary institutions to ensure articulation of courses with other institutions to which district students may matriculate. The sequence of courses shall be designed to ensure that each course provides adequate preparation for the next course in the sequence, only utilizes prerequisites that are essential to success in a given program or course, avoids significant duplication of content, and allows for reinforcement and progression in the subject matter.

CSBA NOTE: OCR's August 2023 Dear Colleague Letter, "Race and School Programming," states that a district may not separate students based on race, but may include group discussions or activities that focus on race as part of the curriculum, courses, or programs so long as access or participation is not permitted or limited based on race. OCR's guidance also provides that a school-sponsored program with emphasis on race, such as a student club, that is open to all students, typically would not violate Title VI solely because of its race-related theme.

The district shall not provide any course separately or require or refuse participation by any student on the basis of the student's actual or perceived sex, sexual orientation, gender, gender expression, gender identity, ethnic group identification, immigration status, race, ancestry, national origin, religion, color, mental or physical disability, age, medical condition, genetic information, marital status, or any other characteristic listed in Education Code 200 and 220, Government Code 11135, or Penal Code 422.55, or the student's association with a person or group with one or more of such actual or perceived characteristics. (Education Code 200, 220; Government Code 11135; Penal Code 422.55; 5 CCR 4940)

Elementary Grades

CSBA NOTE: The following section is for use by districts offering elementary grades and may be revised to reflect district practice. Education Code 51225.4 mandates elementary school districts to certify to the Superintendent of Public Instruction that they have adopted a policy to implement a course of instruction that sufficiently prepares students for the secondary courses required for graduation pursuant to Education Code 51225.3.

The Board shall adopt a course of study for elementary grades that sufficiently prepares students for the secondary course of study.

Secondary Grades

CSBA NOTE: Education Code 51228 requires districts to offer students in grades 7-12 a course of study that fulfills the requirements and prerequisites for admission to California public colleges. Education Code 51228 also requires districts to offer such students the opportunity to attain entry-level employment skills. Pursuant to Education Code 51228, districts that adopt a course of study that meets or exceeds the state model curriculum standards in career technical education will be deemed to have satisfied the requirement.

Education Code 66204 prohibits a public school from establishing any policy or practice that directs any student away from choosing programs that prepare a student academically for college, especially for cultural or linguistic reasons.

The following paragraph is for use by districts maintaining any of grades 7-12 and should be revised to reflect the grade levels offered by the district.

The district shall offer all otherwise qualified students in grades 7-12 a course of study that prepares them, upon graduation from high school, to meet the requirements and prerequisites for admission to California public colleges and universities and to attain entry-level employment skills in business or industry. The district's course of study may provide for a rigorous academic curriculum that integrates academic and career skills, includes applied learning across all disciplines, and prepares all students for high school graduation and career entry. (Education Code 51228)

CSBA NOTE: The remainder of this policy is for use by districts maintaining any of grades 9-12.

In addition, the course of study for students in grades 9-12 shall include instruction in skills and knowledge for adult life, career technical training, and a timely opportunity for all otherwise qualified students to enroll, within four years, in each course necessary to fulfill the requirements and prerequisites for admission to California public colleges and universities prior to graduation. (Education Code 51224, 51228)

CSBA NOTE: Among the criteria for admission to the University of California (UC) or California State University system is a requirement that high school students satisfactorily complete 15 yearlong/30 semesters of specified courses ("~~a-g~~A-G" courses). These include a growing number of career technical education courses that connect knowledge of academic content with practical or work-related applications.

In order to qualify as an "~~a-g~~A-G" course, the course must first be submitted to and approved by UC. Education Code 51229 requires that districts annually provide the list of certified courses to the parents/guardians of students in grades 9-12 ~~and their parents/guardians~~; see the accompanying administrative regulation and E 5145.6 - Parental Notifications.

The Superintendent or designee shall develop a process by which courses that meet California college admission criteria (referred to as "~~a-g~~A-G" course requirements) are submitted to the University of California for review and certification. The Superintendent or designee shall maintain an accurate list of all current high school courses that have been so certified, shall ensure that the list is provided annually to all students in grades 9-12 and their parents/guardians, and shall make updated lists readily available. (Education Code 51229, 66204)

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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 10020	Automobile driver education
5 CCR 10020 10040 -10043	Automobile driver education and training
5 CCR 10060	Criteria for high school physical education programs
5 CCR 430-438	Individual student records
5 CCR 4940	Nondiscrimination; course access
Ed. Code 200	Equal rights and opportunities in state educational institutions
Ed. Code 220	Prohibition of discrimination
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 242	Access to information about educational laws and policies regarding right to accurate and inclusive curriculum
Ed. Code 33319.3	Driver education; CDE materials on road rage
Ed. Code 33540	Standards for government and civics instruction
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49060-49079	Student records
Ed. Code 51202	Instruction in personal and public health and safety
Ed. Code 51203	Instruction on alcohol, narcotics, and dangerous drugs
Ed. Code 51204	Course of study designed for student's needs
Ed. Code 51204.5	History of California; contributions of men, women, and ethnic groups History of California; contributions of specified groups
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51220	Course of study for grades 7-12
Ed. Code 51225.3	High School Graduation Requirements
Ed. Code 51226.7	Model Curriculum in Ethnic Studies
Ed. Code 51241	Temporary two-year or permanent exemption from physical education
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 51911-51921	Comprehensive health education
Ed. Code 51925-51929	Mandatory mental health education and in-service training

Ed. Code 51930-51939	California Healthy Youth Act
Ed. Code 51940	Curriculum for brain and spinal cord injury prevention
Ed. Code 60040-60052	Requirements for instructional materials
Ed. Code 66204	Certification of high school courses as meeting university admission criteria
Gov. Code 11135	Prohibition of discrimination
Gov. Code 7282-7282.5	Standards for responding to U.S. Immigration and Customs enforcement holds
Gov. Code 7283-7283.2	Standards for participation in U.S. Immigration and Customs enforcement programs
Gov. Code 7284-7284.12	Cooperation with immigration authorities
H&S Code 11032	Definition of dangerous drugs
Pen. Code 422.55	Definition of hate crime

Federal

20 USC 1232g

34 CFR 99.1-99.67

Description

Family Educational Rights and Privacy Act (FERPA) of 1974

Family Educational Rights and Privacy

Management Resources

[U.S. Department of Education, Office for Dear Colleague Letter: Race and School Programming, August 2023](#)

[\(https://www2.ed.gov/about/offices/list/ocr/letters/colleague-20230824.pdf\)](https://www2.ed.gov/about/offices/list/ocr/letters/colleague-20230824.pdf)

Website

CSBA District and County Office of Education Legal Services

Website

Federal Student Aid

Website

[American Red Cross, Hands-Only CPR Training \(https://www.redcross.org/take-a-class/cpr/performing-cpr/hands-only-cpr\)](https://www.redcross.org/take-a-class/cpr/performing-cpr/hands-only-cpr)

[Website](#)

[American Heart Association](#)

Website

California Student Aid Commission

Website

University of California, A-G Course Submissions

Website

University of California, List of Approved A-G Courses

Website

California Career Resource Network

Website

California State University, Admission Requirements

Website

California Colleges.edu

Website

California Department of Education

Website

CSBA

[Website](#)

[Department of Justice \(https://oag.ca.gov/\)](https://oag.ca.gov/)

Website

Instructional Quality Commission
(<https://www.cde.ca.gov/be/cc/cd/>)

Website

U.S. Department of Education

Cross References

Code

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Description

Nondiscrimination in District Programs and Activities
Equity

Local Control And Accountability Plan

Local Control And Accountability Plan

Complaints Concerning Instructional Materials

Williams Uniform Complaint Procedures

Access To District Records

Access To District Records

Sale And Disposal Of Books, Equipment And Supplies

Sale And Disposal Of Books, Equipment And Supplies

Tobacco-Free Schools

Tobacco-Free Schools

Student And Family Privacy Rights

Student And Family Privacy Rights

Grades/Evaluation Of Student Achievement

Grades/Evaluation Of Student Achievement

Student Records

Student Records

Awards For Achievement

Awards For Achievement

Alcohol And Other Drugs

Alcohol And Other Drugs

Conflict Resolution/Peer Mediation

Child Abuse Prevention And Reporting

Child Abuse Prevention And Reporting

Response To Immigration Enforcement

Response To Immigration Enforcement

Nondiscrimination/Harassment

5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5146	Married/Pregnant/Parenting Students
6000	Concepts And Roles
6011	Academic Standards
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6141.4	International Baccalaureate Program
6141.5	Advanced Placement
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.2	World Language Instruction
6142.2	World Language Instruction
6142.3	Civic Education
6142.4	Service Learning/Community Service Classes
6142.5	Environmental Education
6142.6	Visual And Performing Arts Education
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
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6142.8	Comprehensive Health Education
6142.91	Reading/Language Arts Instruction
6142.92	Mathematics Instruction
6142.93	Science Instruction
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6144	Controversial Issues
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
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6146.1	High School Graduation Requirements

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6151	Class Size
6152.1	Placement In Mathematics Courses
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6172.1	Concurrent Enrollment In College Classes
6173	Education For Homeless Children
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6177	Summer Learning Programs
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6178	Career Technical Education
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6181	Alternative Schools/Programs Of Choice
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6184	Continuation Education
6184	Continuation Education

Regulation 6143: Courses Of Study

Status: ADOPTED

Original Adopted Date: 11/01/2014 | **Last Revised Date:** 12/10/01/2024/2023 | **Last Reviewed Date:** 12/10/01/2024/2023

CSBA NOTE: Education Code requirements for courses of study are generally classified into requirements for grades 1-6 and 7-12. Therefore, K-8 districts and high school districts need to collaborate with appropriate area districts to ensure that all required courses are offered sometime during grades 7-12.

The district should select the sections below ("Grades 1-6" and/or "Grades 7-12") that correspond with the grade levels offered.

[For more information regarding the selection, evaluation, and prohibited use of individual instructional materials, see BP/AR 6161.1 – Selection and Evaluation of Instructional Materials, BP 6161.11 – Supplementary Instructional Materials, and BP 6163.1 – Library Media Centers.](#)

Grades 1-6

CSBA NOTE: Items #1-7 below are areas of study required by law for grades 1-6. The Governing Board may add other studies to this list.

Courses of study for grades 1-6 shall include the following:

1. English: knowledge and appreciation of language and literature, and the skills of speaking, reading, listening, spelling, handwriting, and composition (Education Code 51210)
2. Mathematics: concepts, operational skills, and problem solving (Education Code 51210)
3. Social sciences: age-appropriate instruction drawing upon the disciplines of anthropology, economics, geography, history, political science, psychology, and sociology, including instruction in:
 - a. The history, resources, development, and government of California and the United States

[CSBA NOTE: Education Code 51204.5 requires instruction in social sciences to include a study of the role and contributions of specified groups of people to the economic, political, and social development of California and the United States of America, which, as amended by AB 1078 \(Ch. 229, Statutes of 2023\), includes people of all genders \(formerly “men and women”\), Latino Americans \(formerly “Mexican Americans”\), LGBTQ+ Americans \(formerly “lesbian, gay, bisexual, and transgender Americans”\), and members of other ethnic, cultural, religious, and socioeconomic status groups \(formerly “ethnic and cultural”\). The complete list required by Education Code 51204.5, as amended by AB 1078, is reflected below.](#)

[Additionally, Education Code 60040, which requires the Board to only adopt instructional materials that in its determination accurately portray the cultural and](#)

racial diversity of our society, was amended by AB 1078 to mirror the changes made to Education Code 51204.5, explained above.

Instruction shall include the early history of California and a study of the role and contributions of ~~men and women~~ people of all genders, Native Americans, African Americans, ~~Mexican~~ Latino Americans, Asian Americans, Pacific Islanders, European Americans, ~~lesbian, gay, bisexual, and transgender~~ LGBTQ+ Americans, persons with disabilities, and members of other ethnic ~~and~~ cultural, religious, and socioeconomic status groups to the economic, political, and social development of California and the United States, with particular emphasis on portraying the role of these groups in contemporary society. (Education Code 51204.5, 60040)

- b. The development of the American economic system, including the role of the entrepreneur and labor
 - c. The relations of persons to their human and natural environments
 - d. Eastern and western cultures and civilizations
 - e. Contemporary issues
 - f. The wise use of natural resources
4. Science: biological and physical aspects, with emphasis on experimental inquiry and the place of humans in ecological systems (Education Code 51210)
 5. Visual and performing arts: instruction in dance, music, theatre, and visual arts aimed at developing aesthetic appreciation and creative expression (Education Code 51210)

CSBA NOTE: Education Code 51202 requires that certain health-related topics be addressed at "the appropriate elementary and secondary grade levels" during grades K-12. Districts may revise ITEM #6a-e below to indicate topics that will be addressed in grades K-6.

Education Code 51203 requires the Board to adopt regulations specifying the grade(s) and course(s) in which drug and alcohol education will be given. For language fulfilling this mandate, see AR 5131.6 - Alcohol and Other Drugs.

6. Health: principles and practices of individual, family, and community health, including instruction at the appropriate grade levels and subject areas in: (Education Code 51202, 51210)
 - a. Personal and public safety and accident prevention, including instruction in emergency first aid, hemorrhage control, treatment for poisoning, resuscitation techniques, and cardiopulmonary resuscitation (CPR) when appropriate equipment is available

- b. Fire prevention
- c. The protection and conservation of resources, including the necessity for the protection of the environment
- d. Venereal disease
- e. The effects of alcohol, narcotics, drugs, and tobacco upon the human body

CSBA NOTE: The following item is optional pursuant to Education Code 51202.

- f. Violence as a public health issue

CSBA NOTE: Education Code 51925 requires districts that offer a health education course to middle school students to include mental health instruction, as specified in Item #6g. Districts that offer a health education course to students in grade 6, and for which grade 6 is part of a middle school program, should include Item #6g. Districts that offer mental health instruction to any other elementary grade level(s) or for which grade 6 is not part of the middle school program, may delete or revise Item #6g, as appropriate.

Education Code 51929 requires the California Department of Education (CDE) to develop a plan to expand mental health instruction, and has created a webinar, "Student Mental Health Education Implementation: Why, What & How," available on its website.

- g. Mental Health, that provides for reasonably designed instruction on the overarching themes and core principles of mental health, which includes: (Education Code 51925)
 - i. Defining the signs and symptoms of common mental health challenges
 - ii. Explaining evidence-based services and supports that effectively help individuals manage mental health challenges
 - iii. Promoting mental health wellness and protective factors, including positive development, social and cultural connectedness and supportive relationships, resiliency, problem solving skills, coping skills, self-esteem, and a positive school and home environment in which students feel comfortable
 - iv. Identifying warning signs of common mental health problems in order to promote awareness and early intervention so that students know to take action before a situation turns into a crisis, including how to obtain assistance from the district or the community for themselves or others and evidence-based and culturally responsive practices that are proven to help overcome mental health challenges
 - v. Connecting the importance of mental health to overall health and academic success and to co-occurring conditions, such as chronic physical conditions, chemical dependence, and substance abuse

- vi. Conveying an awareness and appreciation about the prevalence of mental health challenges across all populations, races, ethnicities, and socioeconomic statuses, including the impact of race, ethnicity, and culture on the experience and treatment of mental health challenges
- vii. Understanding the stigma surrounding mental health challenges and what can be done to overcome stigma, increase awareness, and promote acceptance, including, to the extent possible, classroom presentations of narratives by trained peers and other individuals who have experienced mental health challenges and how they coped with their situations, including how they sought help and acceptance

Mental health instruction offered by the district shall: (Education Code 51926)

1. Be appropriate for use with students of all races, genders, sexual orientations, ethnic and cultural backgrounds, students with disabilities, and English learners
2. Be accessible to students with disabilities, including, but not limited to, providing a modified curriculum, materials, and instruction in alternative formats, and auxiliary aids
3. Not reflect or promote bias against any person on the basis of any category protected by Education Code 220
4. Be coordinated with any existing on-campus mental health providers including, but not limited to, providers with a pupil personnel services credential, who may be immediately called upon by students for assistance

Students receiving mental health instruction shall not be required to disclose their confidential health or mental health information at any time in the course of receiving the instruction. (Education Code 51927)

7. Physical education: with emphasis on physical activities conducive to health and vigor of body and mind (~~Education Code 51210~~)

CSBA NOTE: Item #8 below is optional. Education Code 51210.5 authorizes age-appropriate instruction on violence awareness and prevention within any area of study listed in items #1-7 above. Pursuant to Education Code 51210.5, such instruction may include personal testimony in the form of oral or video histories that illustrate the economic and cultural effects of violence within a city, the state, and the country. See BP 6142.94 - History-Social Science Instruction.

8. Violence awareness and prevention

CSBA NOTE: Optional item #9 below is not required by state law but is a highly recommended component of school-to-career instruction.

9. Career awareness exploration

Grades 7-12

CSBA NOTE: Items #1-11 below are areas of study required by law for grades 7-12. The Board may add other studies to this list.

Courses of study for grades 7-12 shall include the following:

1. English: knowledge and appreciation of literature, language, and composition, and the skills of reading, listening, and speaking (Education Code 51220)
2. Social sciences: age-appropriate instruction drawing upon the disciplines of anthropology, economics, geography, history, political science, psychology, and sociology, with instruction in: (Education Code 51220)
 - a. The history, resources, development, and government of California and the United States, including instruction in:

CSBA NOTE: Education Code 51204.5 requires instruction in social sciences to include a study of the role and contributions of specified groups of people to the economic, political, and social development of California and the United States of America, which, as amended by AB 1078, includes people of all genders (formerly "men and women"), Latino Americans (formerly "Mexican Americans"), LGBTQ+ Americans (formerly "lesbian, gay, bisexual, and transgender Americans"), and members of other ethnic, religious, cultural, and socioeconomic status groups (formerly "ethnic and cultural"). The complete list required by Education Code 51204.5, as amended by AB 1078, is reflected below.

Additionally, Education Code 60040, which requires the Board to only adopt instructional materials that in its determination accurately portray the cultural and racial diversity of our society, was amended by AB 1078 to mirror the changes made to Education Code 51204.5, explained above.

- i. The early history of California and a study of the role and contributions of ~~both men and women~~ people of all genders, Native Americans, African Americans, ~~Mexican~~ Latino Americans, Asian Americans, Pacific Islanders, European Americans, ~~lesbian, gay, bisexual, and transgender~~ LGBTQ+ Americans, persons with disabilities, and members of other ethnic ~~and~~ cultural, religious, and socioeconomic status groups to the economic, political, and social development of California and the United States, with particular emphasis on portraying the role of these groups in contemporary society (Education Code 51204.5, 60040)

CSBA NOTE: Education Code 51221.3 and 51221.4 encourage, but do not require, instruction on the topics described in optional subitems #(2)-(4) below. These items may be modified or deleted to reflect district practice.

For districts that choose to offer such instruction, Education Code 51221.3 and 51221.4 encourage that a component be drawn from personal testimony, especially in the form of oral or video history. If oral histories are used, they must conform to the requirements of Education Code 51221.3 and 51221.4. See BP 6142.94 - History-Social Science Instruction.

- ii. World War II, including the role of Americans and Filipino Americans who served in the United States Army during that time

- iii. The Vietnam War, including the "Secret War" in Laos and role of Southeast Asians in that war
- iv. The Bracero program, in which there was a 1942 agreement between the United States and Mexico authorizing the temporary migration of laborers to the United States
- b. The American legal system, the operation of the juvenile and adult criminal justice systems, and the rights and duties of citizens under the criminal and civil law and the state and federal constitutions

CSBA NOTE: The following optional paragraph is for use by districts that offer a teen court or peer court program.

- c. The development of the American economic system, including the role of the entrepreneur and labor
 - d. The relations of persons to their human and natural environments, including the wise use of natural resources (Education Code 51221)
 - e. Eastern and western cultures and civilizations
- CSBA NOTE: Pursuant to Education Code 51220, instruction related to human rights issues, as provided in ~~item~~ **Item** #2f below, may include the study of the Armenian genocide. Education Code 51226.3 encourages the incorporation of oral testimony into instruction in human rights, the Holocaust, and genocide, including the Armenian, Cambodian, Darfur, and Rwandan genocides.
- f. Human rights issues, with particular attention to the study of the inhumanity of genocide ~~{, which may include, but is not limited to, the Armenian, Cambodian, Darfur, and Rwandan genocides},~~ slavery, and the Holocaust
 - g. Contemporary issues
3. World language(s): understanding, speaking, reading, and writing, beginning not later than grade 7 (Education Code 51220)
 4. Physical education: with emphasis on physical activities conducive to health and vigor of body and mind, as required by Education Code 51222 (Education Code 51220)
 5. Science: physical and biological aspects; emphasis on basic concepts, theories, and processes of scientific investigation and on the place of humans in ecological systems;

appropriate applications of the interrelation and interdependence of the sciences (Education Code 51220)

6. Mathematics: mathematical understandings, operational skills, and problem-solving procedures; algebra (Education Code 51220, 51224.5)
7. Visual and performing arts: dance, music, theatre, and visual arts, with emphasis upon development of aesthetic appreciation and creative expression (Education Code 51220)
8. Applied arts: consumer education, family and consumer sciences education, industrial arts, general business education, or general agriculture (Education Code 51220)
9. Career technical/vocational-technical education: in the occupations and in the numbers appropriate to the personnel needs of the state and community served and relevant to the career desires and needs of students (Education Code 51220)

CSBA NOTE: Education Code 51934 requires that students be provided comprehensive sexual health and HIV prevention instruction at least once in middle school or junior high school and at least once in high school. See BP/AR 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction for required components of such instruction.

10. Comprehensive sexual health and HIV prevention (Education Code 51225.36, 51934)

CSBA NOTE: Education Code 51202 requires that certain health-related topics be addressed at "the appropriate elementary and secondary grade levels" during grades K-12. Districts may revise item #11 below to indicate topics that will be addressed in grades 7-12.

Education Code 51203 requires the Board to adopt regulations specifying the grade(s) and course(s) in which drug and alcohol education will be given. For language fulfilling this mandate, see AR 5131.6 - Alcohol and Other Drugs.

11. Personal and public safety, accident prevention and health, including instruction in: (Education Code 51202, 51203)

- a. Emergency first aid, hemorrhage control, treatment for poisoning, resuscitation techniques, and CPR when appropriate equipment is available

CSBA NOTE: The following paragraph is for use by districts that require a course in health education for high school graduation; see BP 6146.1 - High School Graduation Requirements. Pursuant to Education Code 51225.6, such districts are required to include instruction in performing compression-only cardiopulmonary resuscitation (CPR), as described below. Such instruction must be based on national evidence-based emergency cardiovascular care guidelines for the performance of compression-only CPR, such as those developed by the American Heart Association or the American Red Cross, and must include hands-on practice in compression-only CPR. [On its web site, the California Department of Education](#) [On its website, CDE](#) provides guidance on how to implement this requirement.

Education Code 51225.6 also encourages districts to provide students with general information on the use and importance of an automated external defibrillator.

Instruction shall be provided in compression-only CPR based on national guidelines and shall include hands-on practice. (Education Code 51225.6)

- b. Fire prevention
- c. The protection and conservation of resources, including the necessity for the protection of the environment
- d. Venereal disease
- e. The effects of alcohol, narcotics, drugs, and tobacco upon the human body

CSBA NOTE: The following two items are optional pursuant to Education Code 51202.

- f. Prenatal care for pregnant individuals
- g. Violence as a public health issue

CSBA NOTE: Item #12 is optional. Education Code 51220.3 authorizes age-appropriate instruction on violence awareness and prevention within any area of study listed above for grades 7-12.

12. Violence awareness and prevention

CSBA NOTE: Pursuant to Education Code 51226.7, the State Board of Education ([SBE](#)) has adopted a model curriculum in ethnic studies upon which districts may offer an elective course in social sciences or English language arts in at least one year during grades 9-12.

Subject to funding in the annual Budget Act or other statute, Education Code 51225.3, as

amended by AB 101 (Ch. 661, Statutes of 2021), requires a one-semester course in ethnic studies for high school graduation beginning with students who graduate in the 2029-30 school year.

At its discretion, a district may require a full-year course. Districts that require a full-year course should revise Item #13 accordingly. A student who completes a course in ethnic studies will also accrue credit for coursework in the subject that the course is offered, including, if applicable, credit towards satisfying a course required for graduation.

Item #13 is currently optional, but, if funding is appropriated, districts will be required to offer a one-semester ethnic studies course, as specified, beginning in the 2025-26 school year.

13. Ethnic studies

Commencing in the 2025-26 school year, the district shall offer a one-semester course in ethnic studies as specified in Education Code 51225.3.

CSBA NOTE: Education Code 51220.5 requires the equivalent content of a one-semester course in parenting skills and education in grade 7 and/or 8, subject to funding which was not subsequently appropriated; thus the following paragraph is currently optional.

CSBA NOTE: The following paragraph is for use by districts that maintain high schools.

High schools shall offer automobile driver education that includes instruction in: (Education Code 51220, 51220.1, 51220.4)

1. Vehicle Code provisions and other relevant state laws
2. Proper acceptance of personal responsibility in traffic
3. Appreciation of the causes, seriousness, and consequences of traffic accidents
4. Knowledge and attitudes necessary for the safe operation of motor vehicles
5. The safe operation of motorcycles
6. The dangers involved in consuming alcohol or drugs in connection with the operation of a motor vehicle
7. The rights and duties of a motorist as they pertain to pedestrians and the rights and duties of pedestrians as they pertain to traffic laws and traffic safety

Certification of College Preparatory Courses

CSBA NOTE: The following optional section is for use by districts that maintain grades 9-12 and may be revised to reflect district practice. Among the criteria for admission to the University of California (UC) or California State University (CSU) system is a requirement that students satisfactorily complete 15 yearlong/30 semesters of specified courses ("a-gA-G" courses). In order to qualify as an "a-gA-G" course, the course must first be submitted to and approved by UC. The district or school should develop course descriptions using the templates provided by UC and submit them through UC's online system.

Education Code 51225.37 encourages districts that offer world language courses specifically designed for native speakers to submit those courses to UC for certification and addition to the school's "a-gA-G" course list.

The following paragraph may be revised to reflect the position in the district or school(s) that is responsible for submitting and updating "a-gA-G" courses.

The Superintendent or designee shall identify district courses that may qualify for designation as "a-gA-G" college preparatory courses, including courses in history-social science, English, mathematics, laboratory science, languages other than English, visual and performing arts, career technical education, and college preparatory electives. The Superintendent or designee shall submit any necessary information regarding each identified course to the University of California (UC) for "a-gA-G" designation.

Notification and Information to Students in Grades 9-12

CSBA NOTE: The following section is for use by districts that maintain grades 9-12.

At the beginning of each school year, the Superintendent or designee shall provide written notice to parents/guardians of students in grades 9-12 that, to the extent possible, shall not exceed one page in length and that includes all of the following: (Education Code 51229)

1. A brief explanation of the course requirements for admission to UC and the California State University (CSU)

CSBA NOTE: The UC maintains a searchable web site [website](#) that lists certified "a-gA-G" courses for all regular California public high schools.

2. A list of the current UC and CSU web sites [websites](#) that help students and their families learn about college admission requirements and that list high school courses that have been certified by UC as satisfying the requirements for admission to UC and CSU
3. A brief description of what career technical education is, as defined by the California Department of Education (CDE)
4. The Internet address for the portion of the CDE web site [CDE's website](#) where students can learn more about career technical education
5. Information about how students may meet with school counselors to help them choose courses that will meet college admission requirements and/or enroll in career technical education courses

CSBA NOTE: Education Code 51225.8 requires districts to provide specified information on how to properly complete and submit the Free Application for Federal Student Aid (FAFSA) or the California Dream Act Application (CADAA), as appropriate, at least once before grade 12. At the district's discretion, the information provided may be disseminated through in-class instruction, an existing program, family information sessions, group or individual sessions with school counselors, or other appropriate means.

The Superintendent or designee shall provide information to students and parents/guardians regarding the completion and submission of the Free Application for Federal Student Aid (FAFSA) and/or the California Dream Act Application (CADAA) at least once before grade 12. (Education Code 51225.8)

Financial Aid Requirements for Students in Grade 12

CSBA NOTE: Pursuant to Education Code 51225.7, as added by AB 132 (Ch. 144, Statutes of 2021), starting in the 2022-23 school year, the district is required to confirm that each student in grade 12 completes and submits a FAFSA to the U.S. Department of Education and/or, if a student is exempt from paying nonresident tuition, a CADAA to the Student Aid Commission (CSAC), unless there is an exception as specified below.

To enable educators to ensure that each student has successfully completed and submitted a FAFSA or CADAA, Education Code 51225.7, as amended by SB 114 (Ch. 48, Statutes of 2023), requires CSAC to provide data to the California College Guidance Initiative to inform reports available through CaliforniaColleges.edu.

Pursuant to Education Code 51225.7, as added by AB 132, CSAC is required to, by July 1, 2022, adopt CSAC adopted regulations, available on its website, that include model opt-out forms and acceptable use policies for the purpose of providing guidance on the protection of student and parent/guardian data, which will be available on CSAC's web site.

Commencing in the 2022-23 school year, the Superintendent or designee shall ensure that each student in grade 12 completes and submits a FAFSA to the U.S. Department of Education or, if a student is exempt from paying nonresident tuition, a CADAA to the Student Aid Commission (CSAC), unless either: (Education Code 51225.7)

1. The student's parent/guardian, emancipated minor, or student age 18 years or older submits an opt-out form to the district
2. If the district determines that a student is unable to complete a requirement of Education Code 51225.7, the district shall exempt the student or the student's parent/guardian from completing the FAFSA, CADAA, or opt-out form and shall complete and submit an opt-out form on the student's behalf

CSBA NOTE: Pursuant to Education Code 51225.7, as added by AB 132, the district shall ensure that each high school student in Grade 12, and if applicable, the student's parent/guardian, is directed to any support and assistance necessary to complete the FAFSA and/or CADAA, as described below.

The Superintendent or designee shall ensure that each high school student in grade 12, and if applicable, the student's parent/guardian, be directed to any support and assistance necessary to complete the FAFSA and/or CADAA that may be available through outreach programs, including, but not limited to, programs operated by CSAC, postsecondary immigration resource centers, college readiness organizations, community-based organizations, and/or legal resource organizations. (Education Code 51225.7)

Information shared by students and parents/guardians in completing and submitting the FAFSA and/or CADAA shall be handled in compliance with the federal Family Rights and Privacy Act and applicable state law, regardless of any person's immigration status or other personal information. (Education Code 51225.7)

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
<u>5 CCR 10020</u>	<u>Automobile driver education</u>
5 CCR 10020 <u>10040</u> -10043	Automobile driver education and training
5 CCR 10060	Criteria for high school physical education programs
5 CCR 430-438	Individual student records
5 CCR 4940	Nondiscrimination; course access
Ed. Code 200	Equal rights and opportunities in state educational institutions
Ed. Code 220	Prohibition of discrimination
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
<u>Ed. Code 234.7</u>	<u>Student protections relating to immigration and citizenship status</u>
Ed. Code <u>242</u>	<u>Access to information about educational laws and policies regarding right to accurate and inclusive curriculum</u>
Ed. Code 33319.3	Driver education; CDE materials on road rage
Ed. Code 33540	Standards for government and civics instruction
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49060-49079	Student records
Ed. Code 51202	Instruction in personal and public health and safety
Ed. Code 51203	Instruction on alcohol, narcotics, and dangerous drugs
Ed. Code 51204	Course of study designed for student's needs
Ed. Code 51204.5	History of California; contributions of men, women, and ethnic groups <u>History of California; contributions of specified groups</u>
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51220	Course of study for grades 7-12

Ed. Code 51225.3	High School Graduation Requirements
Ed. Code 51226.7	Model Curriculum in Ethnic Studies
Ed. Code 51241	Temporary two-year or permanent exemption from physical education
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 51911-51921	Comprehensive health education
Ed. Code 51925-51929	Mandatory mental health education and in-service training
Ed. Code 51930-51939	California Healthy Youth Act
Ed. Code 51940	Curriculum for brain and spinal cord injury prevention
Ed. Code 60040-60052	Requirements for instructional materials
Ed. Code 66204	Certification of high school courses as meeting university admission criteria
Gov. Code 11135	Prohibition of discrimination
Gov. Code 7282-7282.5	Standards for responding to U.S. Immigration and Customs enforcement holds
Gov. Code 7283-7283.2	Standards for participation in U.S. Immigration and Customs enforcement programs
Gov. Code 7284-7284.12	Cooperation with immigration authorities
H&S Code 11032	Definition of dangerous drugs
Pen. Code 422.55	Definition of hate crime
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
34 CFR 99.1-99.67	Family Educational Rights and Privacy
Management Resources	Description
U.S. Department of Education, Office for Civil Rights Publication	Dear Colleague Letter: Race and School Programming, August 2023 (https://www2.ed.gov/about/offices/list/ocr/letters/colleague-20230824.pdf)
Website	CSBA District and County Office of Education Legal Services
Website	Federal Student Aid
Website	American Red Cross, Hands-Only CPR Training (https://www.redcross.org/take-a-class/cpr/performing-cpr/hands-only-cpr)
Website	American Heart Association
Website	California Student Aid Commission
Website	University of California, A-G Course Submissions
Website	University of California, List of Approved A-G Courses

Website	California Career Resource Network
Website	California State University, Admission Requirements
Website	California Colleges.edu
Website	California Department of Education
Website	CSBA
Website	Department of Justice (https://oag.ca.gov/)
Website	Instructional Quality Commission (https://www.cde.ca.gov/be/cc/cd/)
Website	U.S. Department of Education

Cross References

Code	Description
0410	Nondiscrimination in District Programs and Activities
0415	Equity
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1312.2	Complaints Concerning Instructional Materials
1312.4	Williams Uniform Complaint Procedures
1340	Access To District Records
1340	Access To District Records
3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5125	Student Records
5125	Student Records
5126	Awards For Achievement
5126	Awards For Achievement
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs

5138	Conflict Resolution/Peer Mediation
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5146	Married/Pregnant/Parenting Students
6000	Concepts And Roles
6011	Academic Standards
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6141.4	International Baccalaureate Program
6141.5	Advanced Placement
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.2	World Language Instruction
6142.2	World Language Instruction
6142.3	Civic Education
6142.4	Service Learning/Community Service Classes
6142.5	Environmental Education
6142.6	Visual And Performing Arts Education
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6142.91	Reading/Language Arts Instruction
6142.92	Mathematics Instruction
6142.93	Science Instruction

6142.94	History-Social Science Instruction
6144	Controversial Issues
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.8	Assemblies And Special Events
6146.1	High School Graduation Requirements
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6146.5	Elementary/Middle School Graduation Requirements
6151	Class Size
6152.1	Placement In Mathematics Courses
6152.1	Placement In Mathematics Courses
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6155	Challenging Courses By Examination
6155	Challenging Courses By Examination
6158	Independent Study
6158	Independent Study
6159	Individualized Education Program
6159	Individualized Education Program
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
<u>6161.11</u>	<u>Supplementary Instructional Materials</u>
<u>6163.1</u>	<u>Library Media Centers</u>
6164.2	Guidance/Counseling Services
6172.1	Concurrent Enrollment In College Classes
6172.1	Concurrent Enrollment In College Classes
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children

6173-E(2)	Education For Homeless Children
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6173.3	Education For Juvenile Court School Students
6177	Summer Learning Programs
6178	Career Technical Education
6178	Career Technical Education
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6184	Continuation Education
6184	Continuation Education

Policy 6161.1: Selection And Evaluation Of Instructional Materials

Status: ADOPTED

Original Adopted Date: 11/01/2011 | **Last Revised Date:** 10/01/2020**2023** | **Last Reviewed Date:** 10/01/2020**2023**

CSBA NOTE: Pursuant to Education Code 60200 and 60400, the Governing Board is responsible for the adoption of textbooks and other instructional materials, as defined in Education Code 60010, for use in district schools. See the accompanying administrative regulation for required and optional criteria for the selection of instructional materials. See BP 6161.11 - Supplementary Instructional Materials and BP 6163.1 - Library Media Centers for selection processes regarding supplementary [books and](#) materials.

[For more information, the California Department of Education's \(CDE\) website provides guidance on the removal of instruction or instructional materials. In addition, Education Code 60040.5, as added by AB 1078 \(Ch. 229, Statutes of 2023\), requires CDE to issue, by July 1, 2025, guidance regarding how to review instructional materials to ensure that they represent diverse perspectives and are culturally relevant. Additionally, Education Code 242, as added by AB 1078, requires CDE to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum.](#)

The Governing Board desires that district instructional materials, as a whole, present a broad spectrum of knowledge and viewpoints, [accurately](#) reflect and value society's diversity, [stimulate thought, the exploration of ideas and intellectual exchanges](#), and enhance instructors' ability to educate all students through the use of multiple teaching strategies and technologies. The Board shall adopt instructional materials based on a determination that such materials are an effective learning resource to help students achieve grade-level competency and that the materials meet criteria specified in law. Textbooks, technology-based materials, and other educational materials shall be aligned with academic content standards and the district's curriculum to ensure that they effectively support the district's adopted courses of study.

CSBA NOTE: The following paragraph is for use by districts that maintain any of grades K-8 and may be revised to reflect the grade levels offered by the district. Pursuant to Education Code 60200, the State Board of Education (SBE) is required to adopt basic instructional materials in specified subjects that districts may select for use in grades K-8. Education Code 60200 provides that the SBE may adopt materials in any of the specified subject areas at least once, but not more than twice, every eight years. Education Code 60210 authorizes the Board to select materials that have not been approved by SBE, provided they are aligned with state academic content standards or Common Core State Standards.

The Board shall select instructional materials for use in grades K-8 that have been approved by the State Board of Education (SBE) or that have, during the district's review process, been determined to be aligned with the state academic content standards adopted by SBE, [which includes instructional materials for mathematics and English language arts that are aligned to Common Core State Standards](#). (Education Code 60200, 60210)

CSBA NOTE: The following paragraph is for use by districts that maintain high schools.

The Board shall adopt instructional materials for grades 9-12 upon determining that the materials meet the criteria specified in law and the accompanying administrative regulation. (Education Code 60400)

In selecting or adopting instructional materials, the Board shall consider the recommendation of the Superintendent or designee and/or an advisory committee established to review the materials.

Public Hearing on Sufficiency of Instructional Materials

The degree to which every student has sufficient access to standards-aligned instructional materials shall be included in the district's local control and accountability plan. (Education Code 52060)

Sufficiency of Instructional Materials and Public Hearing

CSBA NOTE: As a condition of receiving funds for instructional materials from any state source, Education Code 60119 requires the Board to annually hold a public hearing to determine whether each student in the district has sufficient standards-aligned textbooks or instructional materials in English/language arts (including English language development), mathematics, science, and history-social science that are consistent with the content and cycles of the curriculum framework adopted by SBE. As clarified in the California Department of Education's (CDE) CDE's "Instructional Materials FAQ," state funding sources for instructional materials include local control funding formula funds and Proposition 20 (2000) lottery funds. Pursuant to Education Code 60119, the Board must also make a written determination during the hearing as to the sufficiency of textbooks or instructional materials in world language and health courses, as well as the availability of science laboratory equipment in science laboratory courses.

Pursuant to Education Code 60010, as amended by SB 820 (Ch. 110, Statutes of 2020), "technology-based materials" include the electronic equipment required to make use of those materials, including, but not limited to, laptop computers and devices that provide Internet access. Thus, when districts provide technology-based materials to students, such equipment is subject to the determination of sufficiency pursuant to Education Code 60119.

Education Code 1240 requires the County Superintendent of Schools to review the textbooks and instructional materials of underperforming schools and, if the County Superintendent determines that a school does not have sufficient materials, to prepare a report outlining the noncompliance and give the district a chance to remedy the deficiency. If the deficiency is not remedied by the second month of the school year, the County Superintendent may request that CDE purchase textbooks or materials for the district, and the cost must be repaid by the district. CDE will issue a public statement at an SBE meeting indicating the district's failure to provide instructional materials.

The Board shall annually conduct one or more public hearings on the sufficiency of the district's instructional materials, including textbooks, technology-based materials, other educational materials, and tests. Technology-based materials include, but are not limited to, software programs, video disks, compact disks, optical disks, video and audio tapes, lesson plans, databases, and the electronic equipment required to make use of those materials by students and teachers as a learning resource. (Education Code 60010, 60119)

CSBA NOTE: Education Code 60119 specifies that the hearing must be held within eight weeks of the beginning of the school year. Pursuant to Education Code 60119, for a district that operates schools on a multitrack, year-round calendar, the timeline begins with the first day students attend school in any track that begins in August or September.

The hearing shall be held on or before the end of the eighth week from the first day students attend school for that year. (Education Code 60119)

The Board encourages participation by parents/guardians, teachers, interested community members, and bargaining unit leaders at the hearing. Ten days prior to the hearing, the Superintendent or designee shall post a notice in three public places within the district containing the time, place, and purpose of the hearing. The hearing shall not take place during or immediately following school hours. (Education Code 60119)

CSBA NOTE: Education Code 60119 requires the Board to adopt a resolution indicating whether ~~or not~~ each student in each school has sufficient standards-aligned textbooks or instructional materials for the subjects specified in ~~items~~Items #1-6 below. See the accompanying Exhibit for a sample resolution.

At the hearing(s), the Board shall determine, through a resolution, whether each student in each school, including each English learner, has sufficient textbooks and/or other instructional materials that are aligned to the content standards adopted by SBE and consistent with the content and cycles of the curriculum framework adopted by SBE in each of the following subjects: (Education Code 60119)

1. Mathematics
2. Science
3. History-social science
4. English language arts, including the English language development component of an adopted program
5. World language
6. Health

CSBA NOTE: The following paragraph is for use by districts that maintain any of grades 9-12.

The Board shall also determine the availability of science laboratory equipment, as applicable to science laboratory courses offered in grades 9-12. (Education Code 60119)

In making these determinations, the Board shall consider whether each student has sufficient textbooks or other instructional materials to use in class and to take home. This does not require that each student have two sets of materials. However, materials shall not be considered sufficient if they are photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage. (Education Code 60119)

If materials are in a digital format, they shall be considered sufficient as long as each student, at a minimum, has and can access the same materials in the class and to take home as all other students in the same class or course in the district, and has the ability to use and access them at home. (Education Code 60119)

CSBA NOTE: Pursuant to Education Code 60119, if the Board ~~makes a determination~~determines, by resolution, that there are insufficient textbooks or other instructional materials, the Board must take action to ensure that the materials are provided within two months of the beginning of the school year. Education Code 60119, as amended by AB 1078, requires the Board to submit a copy of the resolution to the County Superintendent no later than three business days. CDE's, "Instructional Materials FAQ," states that, if a district has submitted purchase orders to the publisher to purchase materials to remedy the insufficiency, these materials should be received and made available to students by the end of the second month of the school year. Thus, districts

are strongly encouraged to hold the public hearing as early in the school year as possible in order to provide sufficient time to correct any deficiencies.

Pursuant to Education Code 1240, the County Superintendent conducts annual reviews of certain schools to determine, among other things, whether there are insufficient textbooks or instructional materials. Upon making such a determination, the County Superintendent is required to provide the district the opportunity to remedy the deficiency and ensure that the deficiency is remedied no later than the second month of the school term. If the deficiency is not remedied, Education Code 1240 requires the County Superintendent to request CDE to purchase the textbooks or instructional materials, the cost of which must be repaid by the district. CDE will issue a public statement at an SBE meeting indicating the Superintendent's and Board's failure to provide instructional materials. Additionally, Education Code 1240, as amended by AB 1078, requires the County Superintendent to take the actions specified above when the County Superintendent determines that there are insufficient textbooks or instructional materials based on (1) the Board's resolution, (2) the district's quarterly complaints report provided to the County Superintendent in accordance with Education Code 35186, or (3) an audit exception found in accordance with Education Code 41020.

Pursuant to Education Code 60150, as added by AB 1078, if the Superintendent of Public Instruction (SPI) finds that a district has not provided sufficient textbooks or instructional materials as required, CDE is required to take all remedial actions as specified in Education Code 1240, including purchasing textbooks and instructional materials. Additionally, the SPI will assess a financial penalty against the district's local control funding formula allocation.

If the Board determines that there are insufficient textbooks or other instructional materials, the ~~district~~Board shall, by resolution, provide information to classroom teachers and to the public setting forth, for each school in which an insufficiency exists, the percentage of students who lack sufficient standards-aligned textbooks or instructional materials in each subject area and the reasons that each student does not have sufficient textbooks and/or instructional materials. The Board shall submit a copy of the resolution to the County Superintendent of Schools no later than three business days after the hearing. The Board shall take any action to ensure that each student has sufficient materials within two months of the beginning of the school year in which the determination is made. (~~Education Code 60119~~) (Education Code 60119)

~~The degree to which every student has sufficient access to standards-aligned instructional materials shall be included in the district's local control and accountability plan. (Education Code 52060)~~

Complaints

Complaints concerning instructional materials shall be handled in accordance with BP/AR 1312.2 - Complaints Concerning Instructional Materials or AR 1312.4 - Williams Uniform Complaint Procedures, as applicable

In addition, if the County Superintendent, in accordance with Education Code 1240, makes the district aware of a school that does not have sufficient textbooks or instructional materials, the district shall take any action to ensure that each student has sufficient materials within two months of the beginning of the school year.

Prohibition Against Refusal to Approve or Prohibit the Use of Specified Instructional Materials

CSBA NOTE: Education Code 243, as added by AB 1078, clarifies when it is unlawful discrimination for the Board to (1) refuse to approve the use of any textbook, instructional material, supplemental

instructional material, or other curriculum for classroom instruction, or any book or resource in a school library or (2) prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library. The Board may not refuse to approve such use on the basis that the material includes a study of the role and contributions of specified individuals or groups, unless the study of the role and contributions reflects adversely upon legally protected groups. Additionally, the Board may not prohibit such use on the basis that the study of the role and contributions contain inclusive or diverse perspectives.

Education Code 242, as added by AB 1078, requires CDE to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum.

The use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education Code 243)

Complaints

CSBA NOTE: Complaints alleging discrimination based on a violation of Education Code 243, as added by AB 1078, related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library as described above, may be brought under the district's uniform complaint procedures or may be filed directly with the SPI. Complaints that are filed directly with the SPI are required to identify the basis for doing so, and present evidence that supports the basis for the direct filing. In such cases, the SPI may directly intervene without waiting for an investigation by the district. See BP/AR 1312.3 – Uniform Complaint Procedures.

Complaints concerning instructional materials shall be handled in accordance with Board Policy 1312.2 - Complaints Concerning Instructional Materials, Board Policy 1312.3 - Uniform Complaint Procedures, or Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures, as applicable.

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State

5 CCR 9505-9530

Ed. Code 1240

Ed. Code 18111

Description

Instructional materials

County superintendent of schools; duties

Exclusion of books by Governing Board that are sectarian, partisan, or denominational character

Ed. Code 220	Prohibition of discrimination
<u>Ed. Code 242</u>	<u>Access to information about educational laws and policies regarding right to accurate and inclusive curriculum</u>
<u>Ed. Code 243</u>	<u>Unlawful discrimination related to the use or prohibited use of textbooks and instructional materials</u>
Ed. Code 33050-33053	General waiver authority
Ed. Code 33126	School accountability report card
Ed. Code 35272	Education and athletic materials
Ed. Code 44805	Enforcement <u>Teacher enforcement</u> of course of studies; use of textbooks, rules and regulations
<u>Ed. Code 48907</u>	<u>Exercise of free expression; time, place and manner rules and regulations</u>
<u>Ed. Code 48950</u>	<u>Speech and other communication</u>
Ed. Code 49415	Maximum textbook weight <u>standards</u>
<u>Ed. Code 51204.5</u>	<u>Social sciences instruction; contributions of specified groups</u>
Ed. Code 51501	Nondiscriminatory subject matter
<u>Ed. Code 51511</u>	<u>Religious matters properly included in courses of study</u>
<u>Ed. Code 51933</u>	<u>Sexual health education and HIV prevention materials</u>
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 60000-60005	Instructional materials; legislative intent
Ed. Code 60010	Instructional materials; definition
Ed. Code 60040-60052	Requirements for instructional materials
Ed. Code 60060-60063.5	Requirements for publishers and manufacturers
Ed. Code 60070-60076	Prohibited acts (re <u>regarding</u> instructional materials)
Ed. Code 60110-60115	Instructional materials on alcohol and drug education
Ed. Code 60119	Sufficiency of textbooks and instructional materials; hearing and resolution
<u>Ed. Code 60150</u>	<u>Penalty for insufficiency of textbooks and instructional materials</u>
Ed. Code 60200- 60210 <u>60213</u>	Elementary school materials
Ed. Code 60226	Requirements for publishers and manufacturers
Ed. Code 60350-60352	Core reading program instructional materials
Ed. Code 60400-60411	Instructional materials; high schools
Ed. Code 60510-60511	Donation for <u>or</u> sale of obsolete instructional materials

Ed. Code 60605	State-adopted content and performance standards in core curricular areas
Ed. Code 60605.8	Common Core standards
Ed. Code 60605.86-60605.88	Supplemental instructional materials aligned with Common Core State Standards
H&S Code 11032	Narcotics, restricted dangerous drugs, and marijuana; definitions

Management Resources

California Department of Education
Publication

California Department of Education
Publication

California Department of Education
Publication

Website

Website

Website

Website

Website

[Website](#)

[Website](#)

Description

Instructional Materials FAQ

~~01-05~~ Guidelines for Piloting Textbooks and Instructional Materials, [Policy # 01-05](#), rev. January 2015

Standards for Evaluating Instructional Materials for Social Content, 2013

CSBA District and County Office of Education Legal Services

Association of American Publishers

California Academic Content Standards Commission, Common Core State Standards

California Department of Education

CSBA

[Department of Justice \(https://oag.ca.gov/\)](https://oag.ca.gov/)

[U.S. Department of Education, Office for Civil Rights \(https://www2.ed.gov/about/offices/list/ocr/index.html\)](https://www2.ed.gov/about/offices/list/ocr/index.html)

Cross References

Code

0400

0410

0415

0440

0440

0460

0460

1220

1220

1312.2

1312.2

Description

Comprehensive Plans

Nondiscrimination In District Programs And Activities

Equity

District Technology Plan

District Technology Plan

Local Control And Accountability Plan

Local Control And Accountability Plan

Citizen Advisory Committees

Citizen Advisory Committees

Complaints Concerning Instructional Materials

Complaints Concerning Instructional Materials

1312.2-E(1)	Complaints Concerning Instructional Materials
<u>1312.3</u>	<u>Uniform Complaint Procedures</u>
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
1325	Advertising And Promotion
1340	Access To District Records
1340	Access To District Records
1700	Relations Between Private Industry And The Schools
3220.1	Lottery Funds
3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies
3290	Gifts, Grants And Bequests
3311	Bids
3311	Bids
4136	Nonschool Employment
4143	Negotiations/Consultation
4236	Nonschool Employment
4243	Negotiations/Consultation
4331	Staff Development
4336	Nonschool Employment
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
6000	Concepts And Roles
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6142.2	World Language Instruction
6142.2	World Language Instruction

6142.6	Visual And Performing Arts Education
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6142.91	Reading/Language Arts Instruction
6142.92	Mathematics Instruction
6142.93	Science Instruction
6142.94	History-Social Science Instruction
6143	Courses Of Study
6143	Courses Of Study
6144	Controversial Issues
6146.1	High School Graduation Requirements
6161.11	Supplementary Instructional Materials
6161.2	Damaged Or Lost Instructional Materials
6162.5	Student Assessment
6162.6	Use Of Copyrighted Materials
6162.6	Use Of Copyrighted Materials
6163.1	Library Media Centers
6170.1	Transitional Kindergarten
6171	Title I Programs
6171	Title I Programs
6174	Education For English Learners
6174	Education For English Learners
6190	Evaluation Of The Instructional Program
9000	Role Of The Board
9270	Conflict Of Interest
9270-E(1)	Conflict Of Interest
9322	Agenda/Meeting Materials

Regulation 6161.1: Selection And Evaluation Of Instructional Materials

Status: ADOPTED

Original Adopted Date: 11/01/2010 | **Last Revised Date:** 10/01/2020~~2023~~ | **Last Reviewed Date:** 10/01/2020~~2023~~

Review Process

CSBA NOTE: The following section may be revised to reflect district practice. Pursuant to Education Code 60002, the district must provide for "substantial" teacher involvement in the selection of instructional materials and must promote the involvement of parents/guardians and other members of the community in the selection of instructional materials. The Education Code does not define "substantial."

The district's review process for evaluating instructional materials shall involve teachers in a substantial manner and shall encourage the participation of parents/guardians and community members in accordance with Education Code 60002. The review process may also involve administrators, other staff who have subject-matter expertise, and students as appropriate. The Superintendent or designee shall seek input from stakeholders with diverse backgrounds and perspectives.

CSBA NOTE: The following paragraph is for use by districts that maintain any of grades K-8.

If the district is considering the use of instructional materials for grades K-8 that have not been adopted by the State Board of Education (SBE), the Superintendent or designee shall ensure that a majority of the participants in the district's review process are classroom teachers who are assigned to the subject area or grade level of the materials. (Education Code 60210)

CSBA NOTE: The following paragraph is optional. The use of review committees is recommended as a best practice, but is not required by law.

The Superintendent or designee may establish an advisory committee to conduct the review of instructional materials.

The Superintendent or designee shall present to the Governing Board recommendations for instructional materials and documentation that supports the recommendations.

All recommended instructional materials shall be available for public inspection at the district office.

CSBA NOTE: ~~The State Board of Education~~ Education's (SBE) policy on "Guidelines for Piloting Textbooks and Instructional Materials," provides a sample process for piloting instructional materials that addresses the selection of materials to pilot, a chronology of the process, and additional considerations, such as conflict of interest, contacts with publishers, and consideration of standards maps.

When possible, the district may pilot instructional materials in a representative sample of classrooms for a specified period of time during a school year, in order to determine the extent to which the materials support the district's curricular goals and academic standards, and accurately reflect and value society's diversity. Feedback from teachers piloting the materials shall be made available to the Board before the materials are adopted.

Criteria for Selection and Adoption of Instructional Materials

In recommending instructional materials for adoption by the Board, the Superintendent or designee shall ensure that the materials:

CSBA NOTE: The California Department of Education (CDE) provides guidance, available on its website, for the selection of instructional materials that are not adopted by SBE, which includes that districts develop an evaluation instrument that reflects local and state criteria and concerns.

1. 1. Are aligned to the content standards adopted by SBE and consistent with the content and cycles of the curriculum framework adopted by SBE

CSBA NOTE: The following paragraph is for use by districts that offer any of grades K-8. Pursuant to Education Code 60200, SBE is responsible for adopting at least five basic instructional materials for grades K-8 in specified core subjects and any other subject for which SBE determines that the adoption of instructional materials is necessary or desirable.

Education Code 60210 authorizes the Governing Board to select instructional materials for grades K-8 that have not been approved by SBE, provided they are aligned with state academic content standards.

2. For grades K-8, only instructional materials on the list of materials adopted by SBE and/or other instructional materials that have not been adopted by SBE but are aligned with the state academic content standards or the Common Core State Standards may be recommended for selection. (Education Code 60200, 60210)

CSBA NOTE: The following optional paragraph is for use by districts offering any of grades 9-12 and may be revised to reflect district practice. The California Department of Education CDE provides standards map templates, available on its web site website, for reference in determining alignment of instructional materials for gradegrades 9-12 core courses.

3. For grades 9-12, instructional materials in history-social science, mathematics, English/language arts, and science shall be reviewed using a standards map in order to determine the extent to which the materials are aligned to state academic content standards.
4. 2. Do not reflect adversely upon persons because of any characteristic specified in law and ~~BP~~Board Policy 0410 - Nondiscrimination in District Programs and Activities, nor contain any sectarian or denominational doctrine or propaganda contrary to law (Education Code 51501, 60044)
5. 3. To the satisfaction of the Board, are accurate, objective, current, and suited to the differing needs and comprehension of district students at their respective grade levels (Education Code 60045)
6. 4. With the exception of literature and tradebooks, use proper grammar and spelling (Education Code 60045)

CSBA NOTE: Education Code 60048 and 60200 require that the Board not adopt basic instructional materials that provide unnecessary exposure to a commercial brand name, product, or corporate or company logo, unless it makes specific findings that the use has an educational purpose or is incidental to the general nature of an illustration, as provided in ~~item #6~~ Item #5

below. SBE's publication, "Standards for Evaluating Instructional Materials for Social Content," details standards for the use of brand names and corporate logos in instructional materials.

7. 5. Do not expose students to a commercial brand name, product, or corporate or company logo unless the Board makes a specific finding that the use is appropriate based on one of the following: (Education Code 60048, 60200)
 - a. a. The commercial brand name, product, or corporate or company logo is used in text for an educational purpose as defined in guidelines or frameworks adopted by SBE.
 - b. b. The appearance of a commercial brand name, product, or corporate or company logo in an illustration is incidental to the general nature of the illustration.

CSBA NOTE: Education Code 60040-60043 require that ~~specific~~certain subject matter be included in the district's instructional materials: as specified below. Education Code 60040 ~~requires that instructional materials include accurate portrayals,~~ as amended by AB 1078 (Ch. 229, Statutes of 2023), expands the accurate portrayal of society's cultural and racial diversity of society as specified. Education Code 60041 requires (1) accurate portrayal of humanity's place in ecological systems to include the contributions of all genders (formerly "men and the need to protect the environment women"), Latino Americans (formerly "Mexican Americans"), LGBTQ+ Americans (formerly "lesbian, gay, bisexual, and (2) the effects of tobacco, alcohol, transgender Americans"), and members of other drug use on the human system. Education Code 60042 requires the Board to adopt materials as it deems necessary to encourage thrift, fire prevention ethnic, cultural, religious, and the humane treatment of animals socioeconomic status groups (formerly "ethnic and people. Education Code 60043 requires that the Board, when appropriate to the comprehension of students, adopt textbooks for social science, history, or civics classes that contain the Declaration of Independence cultural"). The complete list required by Education Code 60040, as amended by AB 1078, is reflected below.

Additionally, pursuant to Education Code 60040.5, as added by AB 1078, CDE is required to issue, by July 1, 2025, guidance regarding how to review instructional materials to ensure that they represent diverse perspectives and the Constitution of the United States. If desired, the district may expand item #6 below to list these specific requirements: are culturally relevant.

8. 6. Meet the requirements of Education Code 60040-60043 for specific subject content, including, but not limited, accurately portraying society's cultural and racial diversity to:
 - a. Accurately portraying society's cultural and racial diversity, including:
 - i. The contributions of all genders in all types of roles, including professional, vocational, and executive roles
 - ii. The role and contributions of Native Americans, African Americans, Latino Americans, Asian Americans, Pacific Islanders, European Americans, LGBTQ+ Americans, persons with disabilities, and members of other ethnic, cultural, religious, and socioeconomic groups to the total development of California and the United States

- iii. The role and contributions of the entrepreneur and labor in the total development of California and the United States
- b. Accurately portraying humanities place in ecological systems and the necessity for the protection of the environment
- c. Accurately portraying the effects on the human system of the use of tobacco, alcohol, and narcotics, and restricted dangerous drugs as defined in Health and Safety Code 11032, and other dangerous substances
- d. Encouraging thrift, fire prevention, and the humane treatment of animals and people
- e. Requiring, when appropriate to the comprehension of students, that textbooks for social science, history, or civics classes contain the Declaration of Independence and the United States Constitution

CSBA NOTE: Items #7-14 below are optional and may be revised to reflect district practice. The district may choose to develop subject-specific criteria as well as general criteria.

- 9. 7. Support the district's adopted courses of study and curricular goals , including the district's local control and accountability plan
- ~~10.~~ 8. Contribute to a comprehensive, balanced curriculum
- ~~11.~~ 9. Demonstrate reliable quality of scholarship as evidenced by:
 - a. a. Accurate, up-to-date, and well-documented information
 - b. b. Objective presentation of diverse viewpoints
 - c. c. Clear, concise writing and appropriate vocabulary
 - d. d. Thorough treatment of subject matter
- ~~12.~~ 10. Provide for a wide range of materials at all levels of difficulty, with appeal to students of varied interests, abilities, and developmental levels
- ~~13.~~ 11. Stimulate discussion of contemporary issues, exploration of ideas, and intellectual discourse, and improve students' thinking and decision-making skills
- ~~14.~~ 12. As appropriate, have corresponding versions available in languages other than English
- ~~15.~~ 13. Include high-quality teacher's guides

CSBA NOTE: 5 CCR 9517.2 sets the following maximum weight standards for each student textbook: three pounds for grades K-4, four pounds for grades 5-8, and five pounds for grades 9-12. 5 CCR 9517.2 requires publishers submitting textbooks to SBE that exceed those weight standards to provide lighter weight alternatives, such as split volumes or electronic editions, soft cover editions, or other alternate physical formats. For materials for grades 9-12, publishers must disclose the availability of lighter weight alternatives. Item #14 below includes textbook weight as one of the criteria for Board consideration.

14. 14. When available, include options for lighter weight materials, including materials in digital format, in order to help minimize any injury to students by the combined weight of instructional materials

In addition to meeting the above criteria as applicable, technology-based materials shall:

1. 1. Be both available and comparable to other, equivalent instructional materials (Education Code 60052)
2. 2. Be accessible to all students, including economically disadvantaged students, students with disabilities, and English learners
3. 3. Protect the privacy of student data

Conflict of Interest

CSBA NOTE: The following optional section is for use by districts that choose to require individuals who will participate in the review process to first complete a disclosure statement which provides an opportunity to disclose any conflict of interest or appearance of conflict of interest.

To ensure integrity in the evaluation and selection of instructional materials, individuals who are participating in the evaluation of instructional materials and are not otherwise designated in the district's conflict of interest code shall sign a disclosure statement indicating that they:

CSBA NOTE: Education Code 60061 ~~requires~~ provides criteria and/or limitations for publishers to ~~provide~~ follow when establishing the cost of the materials being furnished; see CDE's website for a price list of adopted instructional materials free of charge ~~within California to the same extent that they provide free materials to other states or school districts; see Price List of Adopted Instructional Materials on CDE's web site. However,~~ Additionally, Education Code 60071 forbids publishers from offering "valuable thing(s)" to school officials for the purpose of influencing the purchase of instructional materials. ~~CDE's Instructional Materials FAQ clarifies that, in accordance with the definition of "technology-based materials" in Education Code 60010, districts may accept electronic equipment necessary to make use of technology-based materials provided that such equipment is used by students and teachers as a learning resource, not to replace computers or related equipment in an existing computer lab or to establish a new computer lab.~~

1. Will not accept any emolument, money, or other valuable thing or inducement to directly or indirectly introduce, recommend, vote for, or otherwise influence the adoption or purchase of any instructional material (Education Code 60072)

Sample copies of instructional materials are excepted from this prohibition: (Education Code 60075)

CSBA NOTE: Items # 2-4 below are optional and should be modified to reflect district practice.

2. Are not employed by nor receive compensation from the publisher or supplier of the instructional materials or any person, firm, organization, subsidiary, or controlling entity representing it

3. Do not have an interest as a contributor, author, editor, or consultant in any textbook or other instructional material submitted to the district

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 9505-9530	Instructional materials
Ed. Code 1240	County superintendent of schools; duties
<u>Ed. Code 18111</u>	<u>Exclusion of books by Governing Board that are sectarian, partisan, or denominational character</u>
Ed. Code 220	Prohibition of discrimination
<u>Ed. Code 242</u>	<u>Access to information about educational laws and policies regarding right to accurate and inclusive curriculum</u>
<u>Ed. Code 243</u>	<u>Unlawful discrimination related to the use or prohibited use of textbooks and instructional materials</u>
Ed. Code 33050-33053	General waiver authority
Ed. Code 33126	School accountability report card
Ed. Code 35272	Education and athletic materials
Ed. Code 44805	Enforcement <u>Teacher enforcement</u> of course of studies; use of textbooks, rules and regulations
<u>Ed. Code 48907</u>	<u>Exercise of free expression; time, place and manner rules and regulations</u>
<u>Ed. Code 48950</u>	<u>Speech and other communication</u>
Ed. Code 49415	Maximum textbook weight <u>standards</u>
<u>Ed. Code 51204.5</u>	<u>Social sciences instruction; contributions of specified groups</u>
Ed. Code 51501	Nondiscriminatory subject matter
<u>Ed. Code 51511</u>	<u>Religious matters properly included in courses of study</u>
<u>Ed. Code 51933</u>	<u>Sexual health education and HIV prevention materials</u>

Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 60000-60005	Instructional materials; legislative intent
Ed. Code 60010	Instructional materials; definition
Ed. Code 60040-60052	Requirements for instructional materials
Ed. Code 60060-60063.5	Requirements for publishers and manufacturers
Ed. Code 60070-60076	Prohibited acts (re regarding instructional materials)
Ed. Code 60110-60115	Instructional materials on alcohol and drug education
Ed. Code 60119	Sufficiency of textbooks and instructional materials; hearing and resolution
Ed. Code 60150	Penalty for insufficiency of textbooks and instructional materials
Ed. Code 60200-60210 60213	Elementary school materials
Ed. Code 60226	Requirements for publishers and manufacturers
Ed. Code 60350-60352	Core reading program instructional materials
Ed. Code 60400-60411	Instructional materials; high schools
Ed. Code 60510-60511	Donation for or sale of obsolete instructional materials
Ed. Code 60605	State-adopted content and performance standards in core curricular areas
Ed. Code 60605.8	Common Core standards
Ed. Code 60605.86-60605.88	Supplemental instructional materials aligned with Common Core State Standards
H&S Code 11032	Narcotics, restricted dangerous drugs, and marijuana: definitions
Management Resources	Description
California Department of Education Publication	Instructional Materials FAQ
California Department of Education Publication	01-05 Guidelines for Piloting Textbooks and Instructional Materials, Policy # 01-05 , rev. January 2015
California Department of Education Publication	Standards for Evaluating Instructional Materials for Social Content, 2013
Website	CSBA District and County Office of Education Legal Services
Website	Association of American Publishers
Website	California Academic Content Standards Commission, Common Core State Standards
Website	California Department of Education

Website

CSBA

[Website](#)

[Department of Justice \(https://oag.ca.gov/\)](https://oag.ca.gov/)

[Website](#)

[U.S. Department of Education, Office for Civil Rights \(https://www2.ed.gov/about/offices/list/ocr/index.html\)](https://www2.ed.gov/about/offices/list/ocr/index.html)

Cross References

Code	Description
0400	Comprehensive Plans
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0440	District Technology Plan
0440	District Technology Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2-E(1)	Complaints Concerning Instructional Materials
1312.3	Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
1325	Advertising And Promotion
1340	Access To District Records
1340	Access To District Records
1700	Relations Between Private Industry And The Schools
3220.1	Lottery Funds
3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies
3290	Gifts, Grants And Bequests
3311	Bids
3311	Bids
4136	Nonschool Employment

4143	Negotiations/Consultation
4236	Nonschool Employment
4243	Negotiations/Consultation
4331	Staff Development
4336	Nonschool Employment
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
6000	Concepts And Roles
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6142.2	World Language Instruction
6142.2	World Language Instruction
6142.6	Visual And Performing Arts Education
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6142.91	Reading/Language Arts Instruction
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6142.93	Science Instruction
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6143	Courses Of Study
6143	Courses Of Study
6144	Controversial Issues
6146.1	High School Graduation Requirements
6161.11	Supplementary Instructional Materials
6161.2	Damaged Or Lost Instructional Materials
6162.5	Student Assessment
6162.6	Use Of Copyrighted Materials
6162.6	Use Of Copyrighted Materials

6163.1	Library Media Centers
6170.1	Transitional Kindergarten
6171	Title I Programs
6171	Title I Programs
6174	Education For English Learners
6174	Education For English Learners
6190	Evaluation Of The Instructional Program
9000	Role Of The Board
9270	Conflict Of Interest
9270-E(1)	Conflict Of Interest
9322	Agenda/Meeting Materials

**RIVER DELTA UNIFIED SCHOOL DISTRICT
RESOLUTION #854**

**Resolution on Sufficiency of Textbooks and/or
Instructional Materials
For 2023-2024**

Whereas, the Board of Trustees of the River Delta Unified School District, in order to comply with the requirements of Education Code 60119, held a public hearing on September 12, 2023, at 6:30 o'clock in the evening (which is on or before the eighth week of school -- between the first day that students attend school and the end of the eighth week from that day-- 8/9/23 – 10/4/23) and which did not take place during or immediately following school hours, and;

Whereas, the Board provided at least 10 days' notice of the public hearing by posting it in at least three public places within the district stating the time, place, and purpose of the hearing, and;

Whereas, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Whereas, information provided at the public hearing detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the River Delta Unified School District, and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each student, including English learners, has a textbook or instructional materials, or both, to use in class and to take home, and;

Whereas between the 2008-09 through the 2023-2024 fiscal years, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course within the River Delta Unified School District, have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

Whereas, sufficient textbooks and instructional materials were provided to each student, including English learners, which are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

Mathematics

Science

History-Social Science

English/Language Arts, including the English language development component of an adopted program

Whereas, sufficient textbooks or instructional materials were provided to each student enrolled in foreign language or health classes, and;

Whereas, laboratory science equipment was available for Science Laboratory classes offered in grades 9-12, inclusive;

NOW, THEREFORE, BE IT RESOLVED, that for the 2023-2024 school year, the River Delta Unified School District, has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED the 12th day of September, 2023 by the Board of Trustees of the River Delta Unified School District of Sacramento County, California, by the following roll call vote:

AYES: 6 (Stone, Jelly, Casillas, Opel, Mahoney, Lamerca)
NOES: 0
ABSTAIN: 0
ABSENT: 1 (Riley)

IN WITNESS WHEREOF, I, Randall Jelly, Clerk of the Board of Trustees of the River Delta Unified School District of Sacramento County, California, certify that the foregoing is a full, true, and correct copy of Resolution No. 854 adopted by the said Board at a Regular Board meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.



Randall Jelly, Clerk
Board of Trustees
River Delta Unified School District

September 12, 2023
(Date)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

5 CCR 9505-9530

Ed. Code 1240

[Ed. Code 18111](#)

Ed. Code 220

[Ed. Code 242](#)**Description**

Instructional materials

County superintendent of schools; duties

[Exclusion of books by Governing Board that are sectarian, partisan, or denominational character](#)

Prohibition of discrimination

[Access to information about educational laws and policies regarding right to accurate and inclusive curriculum](#)

<u>Ed. Code 243</u>	<u>Unlawful discrimination related to the use or prohibited use of textbooks and instructional materials</u>
Ed. Code 33050-33053	General waiver authority
Ed. Code 33126	School accountability report card
Ed. Code 35272	Education and athletic materials
Ed. Code 44805	Enforcement <u>Teacher enforcement</u> of course of studies; use of textbooks, rules and regulations
<u>Ed. Code 48907</u>	<u>Exercise of free expression; time, place and manner rules and regulations</u>
<u>Ed. Code 48950</u>	<u>Speech and other communication</u>
Ed. Code 49415	Maximum textbook weight <u>standards</u>
<u>Ed. Code 51204.5</u>	<u>Social sciences instruction; contributions of specified groups</u>
Ed. Code 51501	Nondiscriminatory subject matter
<u>Ed. Code 51511</u>	<u>Religious matters properly included in courses of study</u>
<u>Ed. Code 51933</u>	<u>Sexual health education and HIV prevention materials</u>
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 60000-60005	Instructional materials; legislative intent
Ed. Code 60010	Instructional materials; definition
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<u>Ed. Code 60150</u>	<u>Penalty for insufficiency of textbooks and instructional materials</u>
Ed. Code 60200- 60210 <u>60213</u>	Elementary school materials
Ed. Code 60226	Requirements for publishers and manufacturers
Ed. Code 60350-60352	Core reading program instructional materials
Ed. Code 60400-60411	Instructional materials; high schools
Ed. Code 60510-60511	Donation for <u>or</u> sale of obsolete instructional materials
Ed. Code 60605	State-adopted content and performance standards in core curricular areas
Ed. Code 60605.8	Common Core standards

Ed. Code ~~60605.86-60605.88~~

Supplemental instructional materials aligned with
Common Core State Standards

H&S Code 11032

[Narcotics, restricted dangerous drugs, and marijuana;
definitions](#)

Management Resources

Description

California Department of Education
Publication

Instructional Materials FAQ

California Department of Education
Publication

01-05 Guidelines for Piloting Textbooks and
Instructional Materials, [Policy # 01-05](#), rev. January 2015

California Department of Education
Publication

Standards for Evaluating Instructional Materials for Social
Content, 2013

Website

CSBA District and County Office of Education Legal
Services

Website

Association of American Publishers

Website

California Academic Content Standards Commission,
Common Core State Standards

Website

California Department of Education

Website

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[Website](#)

[Department of Justice \(https://oag.ca.gov/\)](https://oag.ca.gov/)

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\(https://www2.ed.gov/about/offices/list/ocr/index.html\)](https://www2.ed.gov/about/offices/list/ocr/index.html)

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Code

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0410

Nondiscrimination In District Programs And Activities

0415

Equity

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District Technology Plan

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District Technology Plan

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Local Control And Accountability Plan

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Local Control And Accountability Plan

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Citizen Advisory Committees

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Citizen Advisory Committees

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Complaints Concerning Instructional Materials

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Complaints Concerning Instructional Materials

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[Uniform Complaint Procedures](#)

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6163.1	Library Media Centers
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6171	Title I Programs
6174	Education For English Learners
6174	Education For English Learners
6190	Evaluation Of The Instructional Program
9000	Role Of The Board
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9270-E(1)	Conflict Of Interest
9322	Agenda/Meeting Materials

Policy 6161.11: Supplementary Instructional Materials

Status: ADOPTED

Original Adopted Date: 12/01/1990 | **Last Revised Date:** 11/10/01/2012/2023 | **Last Reviewed Date:** 11/10/01/2012/2023

CSBA NOTE: The following optional policy addresses the selection of instructional materials that are used to supplement the basic textbooks and other instructional materials adopted by the Governing Board for use in grades K-8 pursuant to Education Code 60200 or for grades 9-12 pursuant to Education Code 60400. See BP/AR 6161.1 - Selection and Evaluation of Instructional Materials for requirements pertaining to the selection of those basic instructional materials.

The Governing Board encourages the use of supplementary instructional materials to enrich the curriculum and enhance student learning. Such materials shall be aligned with district goals, curriculum objectives, and academic standards and shall supplement and not supplant the use of Board-adopted basic instructional materials that serve as the primary learning resources.

Supplementary instructional materials include, but are not limited to, instructional materials that are designed to serve one or more of the following purposes: (Education Code 60010)

1. To provide more complete coverage of one or more subjects included in a given course
2. To meet the various learning ability levels of students in a given age group or grade level
3. To meet the diverse educational needs of students with a language disability in a given age group or grade level
4. To meet the diverse educational needs of students reflective of a condition of cultural pluralism
5. To use current, relevant technology that further engages interactive learning in the classroom and beyond

Supplementary instructional materials may be selected by the Superintendent or designee, school administrators, or teachers, as applicable, and obtained through donations to the district and/or available funding sources designated for these purposes.

CSBA NOTE: In *McCarthy v. Fletcher*, a California appellate court clarified that the Board may exclude materials from classroom teaching because they are educationally unsuitable and unrelated to the goals specified in Education Code 233.5, but not simply because the materials contain ideas to which Board or community members object.

Education Code 243, as added by AB 1078 (Ch. 229, Statutes of 2023), clarifies when it is unlawful discrimination for the Board to (1) refuse to approve the use of any supplemental instructional material or (2) prohibit the use of any supplemental instructional material. The Board may not refuse to approve the use of any supplemental instructional material on the basis that the material includes a study of the role and contributions of specified individuals or groups, unless the study of the role and contributions reflects adversely upon legally protected groups. Additionally, the Board may not prohibit the use of any supplemental instructional material on the basis that the study of the role and contributions contain inclusive or diverse perspectives.

For more information, the California Department of Education's (CDE) website provides guidance on the removal of instruction or instructional materials. In addition, Education Code 60040.5, as added by AB 1078, requires CDE to issue, no later than July 1, 2025, guidance regarding how to review instructional materials to ensure that they represent diverse perspectives and are culturally relevant. Additionally, Education Code 242, as added by AB 1078, requires CDE to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum.

The use of any supplemental instructional material shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education Code 243)

As appropriate, supplementary instructional materials shall meet the criteria developed for the selection and evaluation of basic instructional materials as described in AR 6161.1 - Selection and Evaluation of Instructional Materials.

Supplementary instructional materials shall be directly related to the course of study in which they are being used and shall be appropriate for the age and maturity level of the students.

The use or reproduction of supplementary instructional materials shall be in accordance with federal copyright law.

Supplementary Materials Aligned with Common Core Standards

CSBA NOTE: The following optional section is for use by districts that maintain any of grades K-8. Pursuant to Education Code 60605.8, the State Board of Education (SBE) has adopted Common Core Standards in English language arts and mathematics; see BP 6011 - Academic Standards. In November 2012, the SBE adopted updated English language development standards for English learners which are aligned to the Common Core Standards. However, the SBE has not yet adopted K-8 textbooks and instructional materials aligned to the Common Core Standards because Education Code 60200.7 suspended state adoptions of instructional materials until the 2015-16 school year. To bridge the gap, Education Code 60605.86, as added by SB 140 (Ch. 623, Statutes of 2011), and Education Code 60605.87-60605.88, as added by AB 1719 (Ch. 636, Statutes of 2012), require the California Department of Education (CDE) to recommend and the SBE to approve lists of supplementary instructional materials aligned with the Common Core Standards in English language arts by September 30, 2012, mathematics by July 30, 2013, and English language development by June 30, 2014. These lists of supplementary materials will be available on the CDE's web site and are informational only; districts are not required to purchase any of the supplementary materials.

To prepare district students to achieve the Common Core Standards in English language arts and mathematics and the English language development standards, as applicable, the Board may select supplementary instructional materials from the lists of materials determined by the State Board of Education (SBE) to be aligned with those standards. (Education Code 60605.86-60605.88)

CSBA NOTE: Pursuant to Education Code 60605.86-60605.88, as added by SB 140 (Ch. 623, Statutes of 2011) and AB 1719 (Ch. 636, Statutes of 2012), the district may select supplementary materials that are not on the SBE-approved lists. Such materials must be reviewed and recommended by content review experts who are selected by the Board, meet specified qualifications, and serve without compensation. The Board must ensure that the selected materials comply with SBE-approved evaluation criteria, which are available on the CDE's web site, and

specified legal requirements for instructional materials, including social content review requirements.

The Board may approve supplementary instructional materials that are not on the lists approved by the SBE but which are aligned with the Common Core Standards provided that the materials comply with the evaluation criteria established by the SBE and Education Code 60050, 60060-60062, and 60226. The Board shall select content review experts who possess the qualifications specified in law to review and recommend such supplementary materials. The majority of the content review experts shall be teachers who are credentialed and/or authorized in the subject area they are reviewing and the remainder shall include appropriate persons from postsecondary educational institutions, school and district curriculum administrators, and other persons who are knowledgeable in the subject area. (Education Code 60605.86-60605.88)

Appropriateness of Materials

CSBA NOTE: The following optional section may be revised to reflect district practice, including any district criteria for the appropriateness of supplementary instructional materials and/or circumstances under which materials should be submitted to the principal or other designee for review prior to their use (e.g., when materials relate to controversial issues or are presented in a controversial manner or context, such as when materials contain nudity, sexual content, graphic violence, or extensive profanity). The district is encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel prior to adopting such criteria or processes or when banning films, electronic resources, or other materials solely on the basis of industry ratings.

Whenever a district employee proposes to use a supplementary resource which is not included in the approved learning resources of the district, ~~he/she~~the employee shall preview the material to determine whether, in ~~his/her~~the employee's professional judgment, it is appropriate for the grade level taught and is consistent with district criteria for the selection of supplementary instructional materials.

The employee shall confer with the Superintendent or designee as necessary to determine the compliance of the material with district criteria. The primary considerations should be the educational value, factual accuracy, appropriateness, including whether the material contains pervasive vulgarity or profanity, and relevance of the materials, as well as the ages and maturity of the students.

The Superintendent or designee may provide training to administrators and teachers in the selection and evaluation of supplementary instructional materials, including the criteria to be utilized and applicable legal considerations.

Complaints

CSBA NOTE: Complaints alleging discrimination based on a violation of Education Code 243, as added by AB 1078, related to the use or prohibited use of any supplemental instructional material as described above, may be brought under the district's uniform complaint procedures or may be filed directly with the Superintendent of Public Instruction (SPI). Complaints that are filed directly with the SPI are required to identify the basis for doing so, and present evidence that supports the basis for the direct filing. In such cases, the SPI may directly intervene without waiting for an investigation by the district. See BP/AR 1312.3 - Uniform Complaint Procedures.

Complaints concerning supplemental instructional materials shall be handled in accordance with Board Policy 1312.2 - Complaints Concerning Instructional Materials and Board Policy 1312.3 - Uniform Complaint Procedures, as applicable.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

[5 CCR 4600-4670](#)

Ed. Code 18111

[Ed. Code 220](#)

Ed. Code 233.5

[Ed. Code 242](#)

[Ed. Code 243](#)

[Ed. Code 48907](#)

[Ed. Code 48950](#)

[Ed. Code 51204.5](#)

[Ed. Code 51501](#)

Ed. Code 51510

Ed. Code 51511

Ed. Code 51933

[Ed. Code 60000-60005](#)

Ed. Code 60010

Ed. Code ~~60050~~[60040-60052](#)

Ed. Code ~~60060-60062~~[60063.5](#)

Ed. Code ~~60200.7~~[60213](#)

Ed. Code 60226

Ed. Code ~~60400~~[60411](#)

[Ed. Code 60605](#)

Description

[Uniform complaint procedures](#)

Exclusion of books by governing board [that are sectarian, partisan, or denominational character](#)

[Prohibition of discrimination](#)

Teaching of principles

[Access to information about educational laws and policies regarding right to accurate and inclusive curriculum](#)

[Unlawful discrimination related to the use or prohibited use of textbooks and instructional materials](#)

[Exercise of free expression; time, place and manner rules and regulations](#)

[Speech and other communication](#)

[Social sciences instruction; contributions of specified groups](#)

[Nondiscriminatory subject matter](#)

Prohibited study or supplemental materials

Religious matters properly included in courses of study

~~Sex education materials~~ [Sexual health education and HIV prevention materials](#)

[Instructional materials; legislative intent](#)

Instructional materials; definition

~~Social content review of~~ [Requirements for](#) instructional materials

~~Requirements of publishers~~ [Requirements for publishers and manufacturers](#)

~~Suspension of state instructional~~ [Elementary school](#) materials adoptions

Requirements for publishers and manufacturers

~~Adoption of high school instructional materials~~ [Instructional materials; high schools](#)

[State-adopted content and performance standards in core curricular areas](#)

Ed. Code 60605.8	Common Core standards
Ed. Code 60605.86-60605.88	Supplemental instructional materials aligned with Common Core State Standards
Ed. Code 60811.3	English language development standards
Management Resources	Description
California Department of Education Publication	Standards for Evaluating Instructional Materials for Social Content, 2000 <u>2013</u>
Court Decision	Fowler v. Board of Education of Lincoln County, (1978) <u>(1987)</u> 819 F.2d 657
Court Decision	McCarthy v. Fletcher, (1989) 207 Cal. App. 3d 130
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education
Website	CSBA
<u>Website</u>	<u>Department of Justice (https://oag.ca.gov/)</u>
<u>Website</u>	<u>U.S. Department of Education, Office for Civil Rights (https://www2.ed.gov/about/offices/list/ocr/index.html)</u>

Cross References

Code	Description
0000	Vision
0200	Goals For The School District
<u>0410</u>	<u>Nondiscrimination in District Programs and Activities</u>
1260	Educational Foundation
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2-E(1)	Complaints Concerning Instructional Materials
<u>1312.3</u>	<u>Uniform Complaint Procedures</u>
<u>1312.4</u>	<u>Williams Uniform Complaint Procedures</u>
1325	Advertising And Promotion
3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies
3290	Gifts, Grants And Bequests
3311	Bids
3311	Bids
4132	Publication Or Creation Of Materials

4232	Publication Or Creation Of Materials
4332	Publication Or Creation Of Materials
<u>5145.3</u>	<u>Nondiscrimination/Harassment</u>
6000	Concepts And Roles
6011	Academic Standards
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.2	World Language Instruction
6142.2	World Language Instruction
6142.6	Visual And Performing Arts Education
6142.91	Reading/Language Arts Instruction
6142.92	Mathematics Instruction
6142.93	Science Instruction
6142.94	History-Social Science Instruction
<u>6143</u>	<u>Courses Of Study</u>
6144	Controversial Issues
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
6162.6	Use Of Copyrighted Materials
6162.6	Use Of Copyrighted Materials
6163.1	Library Media Centers
6174	Education For English Learners
6174	Education For English Learners

Policy 6163.1: Library Media Centers

Status: ADOPTED

Original Adopted Date: 03/01/2011 | **Last Revised Date:** 04/10/01/20142023 | **Last Reviewed Date:** 04/10/01/20142023

CSBA NOTE: Education Code 18100 requires the Governing Board to provide library services for students and teachers by maintaining school libraries or contracting with another public agency. The following optional policy is intended for use by districts that maintain their own school libraries, but may be modified to meet the needs of districts that enter into an arrangement to receive services from either a county or city library pursuant to Education Code 18130 or 18134; also see BP 1330.1 - Joint Use Agreements.

The State Board of Education (SBE) has adopted model program standards for school libraries which describe ~~staffing, resources, and infrastructure~~ (1) school library standards for students that delineate what students should know and be able to do at each grade level (see section "Library Instruction," below), and (2) school library program standards that describe staffing, access, resources, and infrastructure, including technology, recommended for effective school library programs. The following policy may be modified to reflect state program standards that the district chooses to implement.

The Governing Board recognizes that school libraries support the educational program by providing access to a variety of informational and supplemental resources that can ~~help raise~~ inspire a love of reading, stimulate thought, the exploration of ideas and intellectual exchanges, and contribute to the academic achievement of all students. The Board desires that school libraries be stocked with up-to-date books, reference materials, and electronic resources that promote literacy, support academic standards, contain a broad spectrum of knowledge and viewpoints, accurately reflect and value society's diversity, and prepare students to become lifelong learners.

Staffing

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Pursuant to Education Code 35021, the district may not use volunteer aides in lieu of classified employees whose positions were abolished.

The Board also may appoint classified paraprofessionals to serve as library aides or library technicians. Volunteers may assist with school library services in accordance with law, Board policy, and administrative regulation.

Hours of Operation

School libraries shall be open for use by students and teachers during the school day. (Education Code 18103)

Selection and Evaluation of School Library Materials

CSBA NOTE: The following optional section may be revised to reflect district practice. At its discretion, the Board may establish selection criteria that exclude all materials of a sectarian, partisan, or denominational character as authorized by Education Code 18111.

Library materials shall include print and electronic resources that align with the curriculum and are accessible to students with varying cognitive and/or language needs.

Library materials shall be selected and evaluated ~~and selected~~ through a process that invites recommendations from administrators, teachers, other staff, parents/guardians, and students as appropriate.

CSBA NOTE: Education Code 243, as added by AB 1078 (Ch. 229, Statutes of 2023), clarifies when it is unlawful discrimination for the Board to (1) refuse to approve the use of any book or other resource in a school library or (2) prohibit the use of any book or other resource in a school library. The Board may not refuse to approve the use of any book or other resource in a school library on the basis that the material includes a study of the role and contributions of specified individuals or groups, unless the study of the role and contributions reflects adversely upon legally protected groups. Additionally, the Board may not prohibit the use of any book or other resource in a school library on the basis that the study of the role and contributions contain inclusive or diverse perspectives.

For more information, the California Department of Education's (CDE) website provides guidance on the removal of instruction or instructional materials. In addition, Education Code 60040.5, as added by AB 1078 (2023), requires CDE to issue, no later than July 1, 2025, guidance regarding

how to review instructional materials to ensure that they represent diverse perspectives and are culturally relevant. Additionally, Education Code 242, as added by AB 1078, requires CDE to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum.

The use of any book or other resource in a school library shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education Code 243)

Library materials shall be continually evaluated in relation to evolving curricula, new formats of materials, new instructional methods, and the needs of students and teachers. Materials that contain outdated subject matter or are no longer appropriate shall be removed.

All gifts and donations of school library materials shall be subject to the same criteria as materials selected for purchase by the district.

Complaints regarding the appropriateness of library materials shall be addressed using the district's procedures for complaints regarding instructional materials.

Fees

CSBA NOTE: Complaints alleging discrimination based on a violation of Education Code 243, as added by AB 1078, related to the use or prohibited use of any book or other resource in a school library as described above, may be brought under the district's uniform complaint procedures or may be filed directly with the Superintendent of Public Instruction (SPI). Complaints that are filed directly with the SPI are required to identify the basis for doing so, and present evidence that supports the basis for the direct filing. In such cases, the SPI may directly intervene without waiting for an investigation by the district. See BP/AR 1312.3 – Uniform Complaint Procedures.

Complaints regarding the appropriateness of library materials shall be addressed in accordance with Board Policy 1312.2 – Complaints Concerning Instructional Materials and Board Policy 1312.3 – Uniform Complaint Procedures, as applicable.

Fees

Students shall be encouraged to return library materials in a timely manner, but no charge shall be assessed for the late return of materials.

CSBA NOTE: Pursuant to 5 CCR 16042, the district shall not charge students for the late return of library materials unless authorized to do so by the Board. The district should select the option below that reflects district practice. Option 2 may be modified to include the amount that will be charged.

Students shall be encouraged to return library materials in a timely manner, but no charge shall be assessed for the late return of materials.

Library Instruction

CSBA NOTE: In September 2010, the SBE adopted model academic standards for library instruction which address what students should know and be able to do at each grade level or grade span in terms of information literacy skills. The introduction to the standards expresses the intent that the standards be taught collaboratively by the classroom teacher and the teacher librarian within the context of the curriculum. The following optional section reflects the four major categories addressed in the state standards and may be revised to reflect district practice.

The SBE has also developed a document identifying examples of where the library instruction standards are aligned with Common Core State Standards. See the California Department of Education's (CDE) web site. [See CDE's website.](#)

Teacher librarians and/or classroom teachers shall provide library instruction to ~~develop~~support the development of students' information literacy skills. Such instruction shall be aligned with the state academic standards for library instruction and shall prepare students to:

1. Access information by applying knowledge of the organization of libraries, print materials, digital media, and other sources
2. Evaluate and analyze information to determine appropriateness in addressing the scope of inquiry
3. Organize, synthesize, create, and communicate information
4. Integrate information literacy skills into all areas of learning and pursue information independently to become life-long learners

Teacher librarians also may provide support to teachers, administrators, and other staff by identifying instructional materials that will aid in the development of curriculum and instructional activities and by providing information about effective and ethical uses of school library services and equipment.

Program Evaluation

CSBA NOTE: Education Code 18122 requires districts to annually report to the CDE on the condition of their district school libraries. This survey is conducted online via the CDE's web site website.

The district shall, on or before August 31 each year, report to the ~~CDE~~ California Department of Education on the condition of its school libraries for the preceding year ending June 30. (Education Code 18122)

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

5 CCR 16040-16043

Description

School libraries

5 CCR 80023-80023.2	Emergency permits; general requirements
5 CCR 80024.6	Emergency teacher librarian services permit
5 CCR 80026-80026.6	Emergency permits; Declaration of Need
5 CCR 80053-80053.1	Teacher librarian services credential
Ed. Code 1703	Coordination of district library services by county superintendent
Ed. Code 1770-1775	Provision of library services by county superintendent
Ed. Code 18100-18203	School libraries
Ed. Code 18300-18571	Union high school district/unified school district libraries
Ed. Code 19335-19336	Reading Initiative Program; recommended books
Ed. Code 220	Prohibition of discrimination
Ed. Code 242	Access to information about educational laws and policies regarding right to accurate and inclusive curriculum
Ed. Code 35021	Volunteer aides
Ed. Code 44868-44869	Qualifications and employment of library media teachers
Ed. Code 45340-45349	Instructional aides
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 51204.5	Social sciences instruction; contributions of specified groups
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 60040 - 60052	Requirements for instructional materials
Management Resources	Description
California Department of Education Publication	Examples of Model School Library Standards for California Public Schools Supporting Common Core State Standards (CCSS,) for English Language Arts & Literacy in History/Social Studies, Science, and Technical Subjects , rev. February 2012
California Department of Education Publication	Looking at the School Library: An Evaluation Tool, 2003
California Department of Education Publication	Model School Library Standards for California Public Schools: K - 12, 2010 (includes standards for student instruction as well as program standards)

California Department of Education Publication	Recommended Literature: Kindergarten Through Grade Twelve
California School Library Association Publication	Standards and Guidelines for Strong School Libraries, 2004
Website	CSBA District and County Office of Education Legal Services
Website	American Association of School Libraries
Website	California Department of Education, Curriculum and Instruction Resources (https://www.cde.ca.gov/ci/cr/)
Website	California Department of Education, School Libraries
Website	California School Library Association
Website	Department of Justice (https://oag.ca.gov/)
Website	U.S. Department of Education, Office for Civil Rights (https://www2.ed.gov/about/offices/list/ocr/index.html)

Cross References

Code	Description
0200	Goals For The School District
0400	Comprehensive Plans
0410	Nondiscrimination in District Programs and Activities
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0440	District Technology Plan
0440	District Technology Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1240	Volunteer Assistance
1240	Volunteer Assistance
1260	Educational Foundation
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2-E(1)	Complaints Concerning Instructional Materials
1312.3	Uniform Complaint Procedures

1312.4

1330.1

1340

1340

3260

3260

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3270

3290

3311

3311

4112.2

4112.2

4113

4113

4131

4132

4222

4222

4231

4232

4331

4332

5125.2

5145.3

6011

6141

6141

6142.2

Williams Uniform Complaint Procedures

Joint Use Agreements

Access To District Records

Access To District Records

Fees And Charges

Fees And Charges

Sale And Disposal Of Books, Equipment And Supplies

Sale And Disposal Of Books, Equipment And Supplies

Gifts, Grants And Bequests

Bids

Bids

Certification

Certification

Assignment

Assignment

Staff Development

Publication Or Creation Of Materials

Teacher Aides/Paraprofessionals

Teacher Aides/Paraprofessionals

Staff Development

Publication Or Creation Of Materials

Staff Development

Publication Or Creation Of Materials

Withholding Grades, Diploma Or Transcripts

Nondiscrimination/Harassment

Academic Standards

Curriculum Development And Evaluation

Curriculum Development And Evaluation

World Language Instruction

6142.2	World Language Instruction
6142.6	Visual And Performing Arts Education
6142.91	Reading/Language Arts Instruction
6142.92	Mathematics Instruction
6142.94	History-Social Science Instruction
<u>6143</u>	<u>Courses Of Study</u>
6144	Controversial Issues
6154	Homework/Makeup Work
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6161.2	Damaged Or Lost Instructional Materials
6162.6	Use Of Copyrighted Materials
6162.6	Use Of Copyrighted Materials
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology
7110	Facilities Master Plan

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2023

Attachments: _____

From: Gabino Perez, Walnut Grove Elementary School Principal

Item Number: 13

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

SUBJECT:

Request to Approval to Apply for the Three Year First 5 of Sacramento Renewal Grant Application in the Amount of \$465,000 to Fund the First 5 School Readiness Program

BACKGROUND:

Families are their children's first and most important teachers, especially regarding the critical brain development that occurs during those first few months and years. First 5 promotes strong families and thriving relationships through the *Talk. Read. Sing.* campaign. Developmental Playgroups, Story Hour, and Caregiver classes/trainings are provided through First 5 to help families create warm and responsive interactions with their children ages 0-5.

STATUS:

Grant Applications requires Board approval.

PRESENTER:

Gabino Perez, Walnut Grove Elementary School Principal, First 5 Director/Coordinator

OTHER PEOPLE WHO MIGHT BE PRESENT:

Sandra Martinez, Cynthia Reynoso, Cristal Rodriguez

COST AND FUNDING SOURCES:

Revenue to be received in the amount of \$465,000 over three years or \$155,000 annually.

RECOMMENDATION:

That the Board approves the request to apply for the three year renewal of First 5 of Sacramento Funding July 1, 2024 through June 30, 2027.

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: November 14, 2023

Attachments: X

From: Codi Agan, Director of Personnel

Item Number: 14

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

SUBJECT:

Request to Approve the Variable-Term Waiver as Authorized by the Commission on Teacher Credentialing for 2023-2024 School Year for Kimberly Anderson

BACKGROUND:

Due to the unavailability of fully qualified and acceptable teaching candidates to teach for the 2023-2024 school year, RDUSD has had to assign teachers under the provision of a Variable-Term Waiver as authorized by the Commission on Teacher Credentialing.

STATUS:

Public posting, attached, was posted November 10, 2023 – November 14, 2023. Applicants have been prepared and are ready to be submitted to the commission on Teacher Credentialing for, Kimberly Anderson, Rio Vista High School.

PRESENTER:

Kathy Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the Variable-Term Waiver Request for Kimberly Anderson

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

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 variable-term waiver as authorized by the California Commission on Teacher Credentialing.

Kimberly Anderson

Rio Vista High School

EL Authorization

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, November 10, 2023, at 5:00 p.m. and will end on Tuesday, November 14, 2023, at 5:00 p.m.

Any person having an objection to the use of a variable-term waiver 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).]

11-9-23

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>

AVISO PUBLICO

Yo, Katherine Wright, la Superintendente del Distrito Escolar Unificado River Delta declaro por lo presente que se ha demostrado una necesidad de que el distrito no puede reclutar actualmente candidatos docentes aceptables y completamente calificados. Por lo tanto, tengo la intención de emplear a las siguientes personas bajo las disposiciones de una exención de plazo variable autorizada por la Comisión de Acreditación de Maestros de California.

Kimberly Anderson

Rio Vista High School

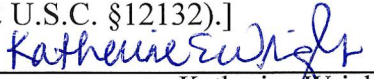
Authorización EL

Según lo exige la ley, este aviso se publicará en un lugar público durante un mínimo de setenta y dos (72) horas. El período de esta publicación comenzará el viernes, 10 de noviembre de 2023, a las 5:00 pm y finalizará el martes, 14 de noviembre de 2023, a las 5:00 pm.

Cualquier persona que tenga una objeción al uso de una exención de plazo variable 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 alienta a las personas con discapacidades a participar 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 del Superintendente al (707) 374-1711 al menos 48 horas antes de la reunión programada para que podamos hacer todos los esfuerzos razonables. esfuerzo por complacerte. [Código de Gobierno § 54954.2; Ley de Estadounidenses con Discapacidades de 1990, § 202 (42 U.S.C. §12132).]

11-9-23
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

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2023

Attachments: X

From: Codi Agan, Director of Personnel

Item Number: 15

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

SUBJECT:

Request to Approve the Short-Term Staff Permit (STSP) as Authorized by the Commission on Teacher Credentialing for 2023-2024 School Year for Jeff Pearson and Emily Eustachy

BACKGROUND:

Due to the unavailability of fully qualified and acceptable teaching candidates to teach for the 2023-2024 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 November 10, 2023 – November 14, 2023. Applicants have been prepared and are ready to be submitted to the commission on Teacher Credentialing for, Jeff Pearson, D.H. White Elementary School and Emily Eustachy, D.H. White Elementary School.

PRESENTER:

Kathy 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 Jeff Pearson and Emily Eustachy.

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.

Jeff Pearson
Emily Eustachy

D.H. White Elementary School
D.H. White Elementary School

Multiple Subject Credential
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, November 10, 2023, at 5:00 p.m. and will end on Tuesday, October 14, 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).]

11-9-23
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.

Jeff Pearson
Emily Eustachy

Escuela Primaria D.H. White
Escuela Primaria D.H. White

Credencial de Materia Multiple
Credencial de Materia Multiple

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, 10 de noviembre de 2023, a las 5:00 p.m. y finalizara el martes, 14 de noviembre 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 complacerle. [Codigo de Gobierno § 54954.2; Ley de Estadounidenses con Discapacidades de 1990, § 202 (42 U.S.C. § 12132).]

11-9-23

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

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2023

Attachments: X

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

Item Number: 16

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

SUBJECT:

Request to Amend and Restate the Joint Use Agreement Between the Sacramento Public Library Authority and the River Delta Unified School District Regarding the Use of District Property for the Courtland Library Operations and the Isleton Library Operations

BACKGROUND:

The District and The Sacramento Public Library Authority has held a Joint Use Agreement since 2008 located on the Bates Elementary School Site in Courtland and Isleton Elementary School in Isleton.

STATUS:

Assistant Superintendent of Business Services negotiated a ten-year lease with payment for janitorial services.

PRESENTER:

Tammy Busch, Assistant Superintendent of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT: N/A

COST AND FUNDING SOURCES: N/A

RECOMMENDATION:

That the Board approves to Amend and Restate the Joint Use Agreement Between the Sacramento Public Library Authority and the River Delta Unified School District Regarding the Use of District Property for the Courtland Library Operations and the Isleton Library Operations

Time allocated: 5 minutes

**AMENDED AND RESTATED
JOINT USE AGREEMENT BETWEEN
THE SACRAMENTO PUBLIC LIBRARY AUTHORITY AND
THE RIVER DELTA UNIFIED SCHOOL DISTRICT
REGARDING USE OF DISTRICT PROPERTY
FOR COURTLAND LIBRARY OPERATIONS**

This Amended and Restated Joint Use Agreement (the “Agreement”) is entered into as of _____, 2023, by and between the Sacramento Public Library Authority, a joint powers authority (“Authority”), and the River Delta Unified School District, a political subdivision of the State of California (“District”), amending and restating an agreement entitled, “Land Use Agreement between the Sacramento Public Library Authority and the River Delta School District Re Use of District Property for Courtland Library Operations” entered into as of April 15, 2008 (the “Initial Agreement”).

RECITALS

WHEREAS, pursuant to the provisions of Title 1, Division 1, Part 7, Chapter 10 of the California Education Code (commencing with Section 10900), each party to this Agreement is authorized and empowered to acquire, construct, improve, operate, and maintain property for the purpose of providing recreational, cultural, and educational services to the public;

WHEREAS, the District owns property at Bates Elementary School and the building located at 170 Primasing Avenue, Courtland, CA 95615 on which the Authority has historically operated a library;

WHEREAS, District and Authority entered into the Initial Agreement, the term of which expired on April 15, 2023, and has since automatically renewed for a one-year term to expire on April 15, 2024; and

WHEREAS, District and Authority desire to continue their ongoing customary joint use arrangement of the Library Building (as defined herein) pursuant to the updated terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Amended and Restated Agreement.

This Agreement restates the Initial Agreement and amends the terms and conditions of the Initial Agreement, as mutually agreed to by the District and the Authority. District and Authority hereby acknowledge and agree that the Initial Agreement is superseded and replaced by this Agreement, and this Agreement shall govern as of the term of this Agreements, set forth below in Paragraph 2.

2. Term of Agreement.

The term of this Agreement shall commence on the last date it is executed by both parties and shall continue for 10 years (the “Initial Term”). Twelve months/days before the expiration of the Initial Term, the parties shall commence discussions concerning the extension of this Agreement. The parties may agree, in writing, to extend this Agreement for additional one-year terms, subject to all of the same terms and provisions of this Agreement, unless terminated in accordance with Paragraph 14 hereof.

3. Subject Property.

The property to be used by Authority herein is described as:

Courtland Library building
170 Primasing Ave.,
Courtland, CA
(the “Library Building”)

4. Use by Authority.

Authority shall be permitted to continue to use the existing Library Building for the provision of library, educational, recreational, and cultural purposes as determined by the governing board of the Authority. District acknowledges that Authority’s operations will provide substantial benefit to the District by providing convenient library services for students and their families. Such benefit plus Authority’s compliance with the terms of this Agreement shall constitute the consideration given by Authority for this Agreement. District shall not permit any activities on the adjacent property that interferes with Authority’s use of the Library Building.

5. Payment.

Authority agrees to pay District annual payments in the amount of \$ 500 /monthly payments in the amount of \$ 6,000 annually for janitorial and landscaping services. Ninety (90) days before the end of each fiscal year, ending on June 30 of each year, Authority and District shall meet and confer to adjust such annual/monthly payment for the subsequent fiscal year. Any adjustment in the annual/monthly payment shall be confirmed in a written agreement between Authority and District, and shall become an addendum to this Agreement, incorporated herein by this reference.

6. Permitted Improvements.

Authority shall be permitted to improve or expand the Library Building at Authority’s sole cost, with the prior written consent of the District, and subject to pre-approval by the Division of the State Architect as deemed necessary.

7. Custodial Services, Maintenance and Repairs.

Per section 12 C of the 2007 Sacramento Public Library Authority Joint Powers Agreement, Parties that own library facilities shall be responsible for all capital improvements and capital repairs made to their respective library facilities, including major repair and replacement of building structure, HVAC systems, plumbing, roofing and other elements. Should the Authority incur any costs for a capital improvement or capital repair, the Authority shall, with appropriate approval of the Party, bill the Party for costs that were the responsibility of the Party.

The Authority shall be responsible for providing and funding janitorial, landscape and other routine maintenance for all facilities. Due to inability to secure janitorial and landscaping services for the site, the Authority shall annually reimburse River Delta Unified School District for these services per section 5 of this agreement.

Authority is responsible for safety, and routine maintenance.

Safety-Safety includes burglar alarm, fire alarm, fire extinguishers, emergency exits, keycards and camera systems.

Routine maintenance shall include, but not be limited to, the following: replacing lighting, maintaining outdoor spaces (e.g. power washing and windows washing) inspecting Library Building for damage, maintaining and testing of safety equipment, repairing broken fixtures as a result of vandalism, and touching up paint.

Repairs shall include, but not be limited to, the following: replacing and repairing broken doors and windows as a result of vandalism, and replacing and repairing electrical outlets and light fixtures.

District will provide daily custodial services in the Library Building and shall annually reimburse River Delta Unified School District for these services per section 5 of this agreement.

8. Utilities.

District will supply all necessary utilities for the Library Building.

9. Parking.

Parking areas adjacent to the Library Building shall be shared among school attendees and library customers. River Delta Unified School District is responsible for repair and maintenance of the parking lot.

10. Meet and Confer.

Upon the request of either party, representatives of both parties shall meet and confer on any issues affecting Authority or District operations at the Library Building.

11. Insurance.

During the term of this Agreement, Authority shall maintain a comprehensive liability policy providing coverage for public liability, bodily injury and property damage in an amount no

less than \$1,000,000 and shall name District as an additional insured. During the term of this Agreement, Authority shall maintain worker's compensation insurance as required by law.

12. Indemnification.

Authority agrees to indemnify, defend, and hold harmless District, the governing board of the District and each member thereof, and every officer, employee, and agent of the District and its governing board, from all claims, suits, or actions of every name, kind, and description, including reasonable attorney fees and costs, arising from the acts or omissions of Authority in connection with its obligations and performance under this Agreement.

Authority agrees to require any third-party organization authorized to use the Library Building to indemnify, defend, and hold harmless the District and each member thereof, and every officer, employee, and agent of the District and its governing board, from all claims, suits, or actions of every name, kind, and description, including reasonable attorney fees and costs, arising from the acts or omissions of such third-party organization in connection with its use of the Library Building.

This Paragraph 11 shall survive the expiration or earlier termination of this Agreement.

13. Assignment.

Neither party may assign or transfer this Agreement, or any part thereof, without the prior written consent of the other party.

14. Termination.

After the expiration of the Initial Term, either party may terminate this Agreement for any reason upon giving the other party ninety (90) days prior written notice. Upon termination all Authority materials and equipment will be returned to Authority and the Library Building will be made available to District for purposes as it sees fit. Authority agrees to quit claim or execute, deliver, and file any documents necessary to return the Library Building to the District.

15. Title.

No use of the Library Building by Authority shall be interpreted as conveying any ownership or other property interest in the facility.

16. Notices:

Notices and communications concerning this Agreement shall be directed as follows, or as either party shall subsequently designate in writing:

TO DISTRICT:

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

TO AUTHORITY:

Library Director
Sacramento Public Library
828 I Street
Sacramento, CA 95814

Written notice shall be deemed given when personally delivered, when transmitted by facsimile, or two (2) business days after being sent by United States mail or other reliable delivery service.

17. Amendments.

No amendment to this Agreement shall be of any force or effect, unless the same is in writing and executed by the parties hereto.

18. Recitals.

All recitals stated herein are hereby incorporated into the terms and provisions of this Agreement by this reference.

19. Entire Agreement.

This Agreement represents the entire integrated agreement between District and Authority, and supersedes all prior negotiations, representations, or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their officers thereunto duly authorized as of the day and year first written beneath each signature.

**SACRAMENTO PUBLIC LIBRARY
AUTHORITY**
A Joint Powers Agency

**RIVER DELTA UNIFIED SCHOOL
DISTRICT**

By: _____
[NAME], [TITLE]

By: _____
[NAME], [TITLE]

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
[NAME], [TITLE]

By: _____
[NAME], [TITLE]

Date: _____

Date: _____

**AMENDED AND RESTATED
JOINT USE AGREEMENT BETWEEN
THE SACRAMENTO PUBLIC LIBRARY AUTHORITY AND
THE RIVER DELTA UNIFIED SCHOOL DISTRICT
REGARDING USE OF DISTRICT PROPERTY
FOR ISLETON LIBRARY OPERATIONS**

This Amended and Restated Joint Use Agreement (the “Agreement”) is entered into as of _____, 2023, by and between the Sacramento Public Library Authority, a joint powers authority (“Authority”), and the River Delta Unified School District, a political subdivision of the State of California (“District”), amending and restating an agreement entitled, “Land Use Agreement between the Sacramento Public Library Authority and the River Delta School District Re Use of District Property for Isleton Library Operations” entered into as of April 15, 2008 (the “Initial Agreement”).

RECITALS

WHEREAS, pursuant to the provisions of Title 1, Division 1, Part 7, Chapter 10 of the California Education Code (commencing with Section 10900), each party to this Agreement is authorized and empowered to acquire, construct, improve, operate, and maintain property for the purpose of providing recreational, cultural, and educational services to the public;

WHEREAS, The District owns property at Isleton Elementary School, located at 412 Union Street, Isleton, California, on which the Authority has historically operated a library;

WHEREAS, District and Authority entered into the Initial Agreement, the term of which expired on May 20, 2023, and has since automatically renewed for a one-year term to expire on May 20, 2024; and

WHEREAS, District and Authority desire to continue their ongoing customary joint use arrangement of the Isleton Library Building (as defined herein) pursuant to the updated terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Amended and Restated Agreement.

This Agreement restates the Initial Agreement and amends the terms and conditions of the Initial Agreement, as mutually agreed to by the District and the Authority. District and Authority hereby acknowledge and agree that the Initial Agreement is superseded and replaced by this Agreement, and this Agreement shall govern as of the term of this Agreements, set forth below in Paragraph 2.

2. Term of Agreement.

The term of this Agreement shall commence on the last date it is executed by both parties and shall continue for 10 years (the “Initial Term”). Twelve months/days before the expiration of the Initial Term, the parties shall commence discussions concerning the extension of this Agreement. The parties may agree, in writing, to extend this Agreement for additional one-year terms, subject to all of the same terms and provisions of this Agreement, unless terminated in accordance with Paragraph 14 hereof.

3. Subject Property.

The property to be used by Authority herein is described as:

Isleton Library Building

412 Union Street,

Isleton, CA (the “Library Building”)

4. Use by Authority.

Authority shall be permitted to continue to use the existing Library Building for the provision of library, educational, recreational, and cultural purposes as determined by the governing board of the Authority. District acknowledges that Authority’s operations will provide substantial benefit to the District by providing convenient library services for students and their families. Such benefit plus Authority’s compliance with the terms of this Agreement shall constitute the consideration given by Authority for this Agreement. District shall not permit any activities on the adjacent property that interferes with Authority’s use of the Library Building.

5. Payment.

Authority agrees to pay District annual payment in the amount of \$ 2600 annually for janitorial services ninety (90) days before the end of each fiscal year, ending on June 30 of each year. Authority and District shall meet and confer to adjust such annual/monthly payment for the subsequent fiscal year. Any adjustment in the annual/monthly payment shall be confirmed in a written agreement between Authority and District, and shall become an addendum to this Agreement, incorporated herein by this reference.

6. Permitted Improvements.

Authority shall be permitted to improve or expand the Library Building at Authority’s sole cost, with the prior written consent of the District, and subject to pre-approval by the Division of the State Architect as deemed necessary.

7. Custodial Services, Maintenance and Repairs.

Per section 12 C of the 2007 Sacramento Public Library Authority Joint Powers Agreement, Parties that own library facilities shall be responsible for all capital improvements and capital repairs made to their respective library facilities, including major repair and replacement of building structure, HVAC systems, plumbing, roofing and other elements. Should the Authority incur any costs for a capital improvement or capital repair, the Authority shall, with appropriate approval of the Party, bill the Party for costs that were the responsibility of the Party.

The Authority shall be responsible for providing and funding janitorial and other routine maintenance for this facility.

Routine maintenance shall include, but not be limited to, the following: replacing lighting, inspecting Library Building for damage, repairing broken fixtures as a result of vandalism, and touching up paint.

Repairs shall include, but not be limited to, the following: replacing and repairing broken doors and windows as a result of vandalism, and replacing and repairing electrical outlets and light fixtures.

District will provide daily custodial services in the Library Building and the Library shall annually reimburse River Delta Unified School District for these services per section 5 of this agreement.

8. Utilities.

District will supply all necessary utilities for the Library Building.

9. Parking.

Parking areas adjacent to the Library Building (if applicable) shall be shared among school attendees and library customers.

10. Meet and Confer.

Upon the request of either party, representatives of both parties shall meet and confer on any issues affecting Authority or District operations at the Library Building.

11. Insurance.

During the term of this Agreement, Authority shall maintain a comprehensive liability policy providing coverage for public liability, bodily injury and property damage in an amount no less than \$1,000,000 and shall name District as an additional insured. During the term of this Agreement, Authority shall maintain worker's compensation insurance as required by law.

12. Indemnification.

Authority agrees to indemnify, defend, and hold harmless District, the governing board of the District and each member thereof, and every officer, employee, and agent of the District and its governing board, from all claims, suits, or actions of every name, kind, and description,

including reasonable attorney fees and costs, arising from the acts or omissions of Authority in connection with its obligations and performance under this Agreement.

Authority agrees to require any third-party organization authorized to use the Library Building to indemnify, defend, and hold harmless the District and each member thereof, and every officer, employee, and agent of the District and its governing board, from all claims, suits, or actions of every name, kind, and description, including reasonable attorney fees and costs, arising from the acts or omissions of such third-party organization in connection with its use of the Library Building.

This Paragraph 11 shall survive the expiration or earlier termination of this Agreement.

13. Assignment.

Neither party may assign or transfer this Agreement, or any part thereof, without the prior written consent of the other party.

14. Termination.

After the expiration of the Initial Term, either party may terminate this Agreement for any reason upon giving the other party ninety (90) days prior written notice. Upon termination all Authority materials and equipment will be returned to Authority and the Library Building will be made available to District for purposes as it sees fit. Authority agrees to quit claim or execute, deliver, and file any documents necessary to return the Library Building to the District.

15. Title.

No use of the Library Building by Authority shall be interpreted as conveying any ownership or other property interest in the facility.

16. Notices:

Notices and communications concerning this Agreement shall be directed as follows, or as either party shall subsequently designate in writing:

TO DISTRICT:

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

TO AUTHORITY:

Library Director
Sacramento Public Library
828 I Street
Sacramento, CA 95814

Written notice shall be deemed given when personally delivered, when transmitted by facsimile, or two (2) business days after being sent by United States mail or other reliable delivery service.

17. Amendments.

No amendment to this Agreement shall be of any force or effect, unless the same is in writing and executed by the parties hereto.

18. Recitals.

All recitals stated herein are hereby incorporated into the terms and provisions of this Agreement by this reference.

19. Entire Agreement.

This Agreement represents the entire integrated agreement between District and Authority, and supersedes all prior negotiations, representations, or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their officers thereunto duly authorized as of the day and year first written beneath each signature.

**SACRAMENTO PUBLIC LIBRARY
AUTHORITY**
A Joint Powers Agency

**RIVER DELTA UNIFIED SCHOOL
DISTRICT**

By: _____
[NAME], [TITLE]

By: _____
[NAME], [TITLE]

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
[NAME], [TITLE]

By: _____
[NAME], [TITLE]

Date: _____

Date: _____

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2023

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 17

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

SUBJECT:

Request to Approve the Memorandum of Understanding (MOU) Between California State Employees Association (CSEA) Chapter 319 and River Delta Unified School District Regarding Increase to the Article 16: Pay Allowances and Article 17: Health and Welfare Benefits Contribution in accordance with RDUSD Approval of the River Delta Unified Teachers Association (RDUTA) Tentative Agreement on October 10, 2023

BACKGROUND:

The District and CSEA entered into a MOU for 2023-24 which settles Salary and Health and Welfare Benefits for FY 2023-24. CSEA bargaining members voted and ratified on November 2, 2023 to approve the MOU. Salary disclosure has been submitted to Sacramento County Office of Education (SCOE).

STATUS:

The terms and condition of this MOU are non-precedent setting. This signed MOU fulfills the District's obligation to negotiate and agree upon Article 16: Pay Allowances and Article 17: Health & Welfare Benefits for the 2023-2024 Negotiations.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff members

COST AND FUNDING SOURCES:

The salary schedules for 2023-24 will be paid from General Fund, Adult Education, Child Development, and Cafeteria. One-time funding may also be used.

RECOMMENDATION:

That the Board approves the Memorandum of Understanding between the California School Employees Association and its River Delta Chapter 319 and the River Delta Unified School District fulfilling the District's obligation to negotiate the agreed upon Article 16 and Article 17.

Time allocated: 5 minutes

**Memorandum of Understanding
Between
River Delta Unified School District (District)
and the
California School Employee Association, Delta Chapter 319 (CSEA)**

Regarding

Increase to the Article 16: Pay Allowances and Article 17: Health and Welfare Benefits Contributions in accordance with RDUSD BOARD APPROVAL of the Tentative Agreement with RDUTA on 10/10/23

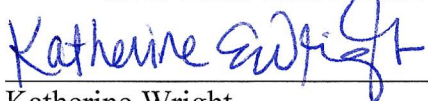
Effective July 1, 2023, each cell of the CSEA salary schedule shall be increased by 8.0%. Any CSEA members employed by the District as of October 10, 2023 when the District's Board of Trustees approved the retroactive salary increases in the Tentative Agreement with RDUTA will receive retroactive pay to be prorated, if necessary, based on their actual date of employment. Any former CSEA unit members who retired between July 1, 2023 and the date of District's Board of Trustees approves this retroactive salary increases will also receive retro pay to be prorated, if necessary, based on their actual dates of employment.

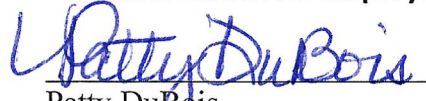
Bargaining unit members who retire July 1, 2023 or thereafter, have been employed by the District for a minimum of fifteen (15) years and who have reached the age of fifty-five (55) shall be entitled the following retirement benefits, up to the age of sixty-five (65) years. Starting November 1, 2023, the District will pay up to \$750 (seven hundred fifty hundred dollars) monthly for the purchase of health and welfare benefits. Such coverage shall be in the same group plans available to active bargaining unit members.

The terms and condition of this agreement are non-precedent setting. This signed MOU fulfills the District's obligation to negotiate and agree upon Article 16: Pay Allowances and Article 17: Health & Welfare Benefits for the 2023-2024 Negotiations.

River Delta Unified School District

California School Employees Association


 10/12/23

 10/12/23

Katherine Wright
Superintendent

Patty DuBois
CSEA President

 10.12.23



Tammy Busch
Asst. Superintendent of Business Services

Carol Black
CSEA Labor Relations
Representative

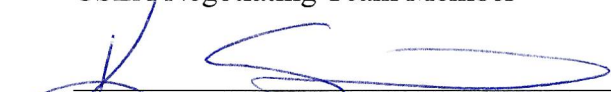
 10.12.23



Codi Agan
Director of Personnel

Shereen Dart
CSEA/Negotiating Team Member

 10/12/23



Tracy Barbieri
Director of Special Education

Kellee Sisneros
CSEA Negotiating Team Member

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 12, 2023

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 18

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

SUBJECT:

Request to Approve Resolution #856 to Pay Absent Board Member Marilyn Riley Due to Family Illness or Injury from the September 12, 2023, Regular Meeting of the Board of Trustees.

BACKGROUND:

California Education Code Section 35120(c) provides that a member of the Board of Education may be paid for any meeting when absent if the Board, by resolution duly adopted and included in its minutes, finds that at the time of the meeting the member is performing services outside the meeting for the school district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board.

STATUS:

Board Member Marilyn Riley was unable to be present at the September 12, 2023 Regular meeting due to family illness or injury.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

N/A

COST AND FUNDING SOURCES:

Regular rate of compensation for the meeting of the Board of Trustees

RECOMMENDATION:

That the Board authorizes the compensation for Board Member Riley for the missed meeting on September 12, 2023

Time allocated: 2 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 856

RESOLUTION AUTHORIZING PAYMENT TO TRUSTEE ABSENT FROM BOARD MEETING

WHEREAS, California Education Code Section 35120(c) provides that a member of the Board of Education may be paid for any meeting when absent if the Board, by resolution duly adopted and included in its minutes, finds that at the time of the meeting the member is performing services outside the meeting for the school district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board; and,

WHEREAS, on September 12, 2023, the Board of Education held a meeting; and,

WHEREAS, Board Member Marilyn Riley was unable to be present at the meeting; and,

WHEREAS, the Board has determined that Board Member Marily Riely was absent due to a hardship caused by family illness or injury.

NOW, THEREFORE, BE IT RESOLVED the Board of Trustees of the River Delta Unified School District authorizes Board Member Marily Riley shall be paid at the regular rate of compensation for the meeting of the Board of Trustees held on September 12, 2023.

PASSED AND ADOPTED the 14th day of November 2023, by the Board of Trustees of the River Delta Unified School District of Sacramento County, California, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

IN WITNESS WHEREOF, I, Randall Jelly, Clerk of the Board of Trustees of the River Delta Unified School District of Sacramento County, California, certify that the foregoing is a full, true, and correct copy of Resolution No. 856 adopted by the said Board at a Regular Business meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

Randall Jelly, Clerk
Board of Trustees
River Delta Unified School District

November 14, 2023
(Date)

ATTEST:

Katherine Wright, Secretary of the Board of Trustees
and Superintendent of the
River Delta Unified School District

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2023

Attachments: X

From: Tammy Busch, Asst. Supt. of Business

Item Number: 19

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

SUBJECT:

Request to Approve the Agreement with Cooperative Strategies for Developer Fee Justification Study.

BACKGROUND:

The State of California updates their Developer Fees every two (2) years. If a district desires to increase the rate of developer fees collected it must have a study performed to justify the increase, which in turn takes Board action to approve.

STATUS:

Cooperative Strategies will work with Asst. Supt. of Business Services, Superintendent, and other consultants to perform the scope or work outlined in the attachment.

PRESENTER:

Tammy Busch, Asst. Supt. of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Unrestricted General Fund will pay for the cost not to exceed \$12,500.

RECOMMENDATION:

The Board approve the agreement with Cooperative Strategies for Developer Fee Justification Study.

Time allocated: 3 minutes



AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into this 1st day of November 2023 ("Effective Date"), by and between River Delta Unified School District at 445 Montezuma Street, Rio Vista, CA 94571, hereinafter called "Client", and Cooperative Strategies, LLC at 4675 Lakehurst Ct., Ste. 200, Dublin, OH 43016, hereinafter "Consultant" and each, a "Party" or together, the "Parties". The Parties, in consideration of the mutual promises and conditions herein contained agree as follows:

ARTICLE 1

SERVICES TO BE PERFORMED BY CONSULTANT

Section 1.1 Services, Statement of Work. Client hereby retains Consultant to perform the services ("Services") set forth in the Statement of Work (the "SOW") attached as Exhibit A to this Agreement, which is hereby incorporated by reference. In the event of a conflict between this Agreement and the SOW, the SOW shall prevail for the purposes of such SOW only.

Section 1.2 No Agency. The relationship of the Parties is that of independent contractors. Nothing herein will be deemed to create an employment, agency, joint venture, or partnership relationship between the Parties or any of their agents or employees. Neither Party will have the power to enter into any contracts or to incur any liabilities on behalf of the other. Consultant shall retain the exclusive right to control and direct all details of the Services, within the proscribed guidelines set by Client.

ARTICLE II

OWNERSHIP, USE

Section 2.1 Consultant Materials. Consultant owns any and all work product created in the performance of this Agreement, including all intellectual property rights therein, including, but not limited to: (a) computer software (including financial models, compilations of formulas and spreadsheet models), inventions, designs, programs, improvements, techniques, ideas, concepts, trade secrets and know-how, proprietary models, processes and methods, and (b) reports, drawings, templates, specifications, computer files, field data, notes, other documents and instruments and other works of authorship and developments conceived, created, discovered, invented, or reduced to practice ("Consultant Materials").

Section 2.2 Client's Rights and Obligations. This Agreement only entitles Client to a right to use the hard copy or electronic reports portion of the Consultant Materials (each a "Report"). Client shall not reuse Reports for any unlawful purpose.

Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its shareholders, officers, directors, members, managers, employees, and subcontractors ("Consultant Indemnified Parties") against any damages, losses, liabilities, and costs and expenses, including reasonable attorneys' fees and costs, arising from or allegedly arising from the unauthorized use of the Consultant Materials or Reports by or through Client.

AGREEMENT FOR CONSULTING SERVICES

Section 2.3 Rights. Consultant reserves all rights in Consultant Materials, including the Reports. Consultant may use Consultant Materials for any purpose during the term of this Agreement or thereafter. Client agrees that Consultant has spent and will spend substantial time and effort in collecting and compiling data and information (including Client Data, as defined below) (the "Data Compilations") in order to produce the Report(s). Data Compilations may be used by Consultant for its own purposes, including, without limitation, sale, or distribution to third parties, provided that Consultant will not sell or distribute Client's Confidential Information that may be contained in Data Compilations unless such information is used on an aggregated, anonymous basis.

ARTICLE III **COMPENSATION**

Section 3.1 Fees. Client shall pay Consultant a professional fee according to the fee schedule attached as Exhibit B hereto (the "Fee Schedule") for the Services rendered hereunder. Consultant may adjust its rates in the event of an amendment of the SOW.

Section 3.2 Invoices. Consultant shall deliver to Client an invoice for Services performed and reimbursable expenses incurred in the prior month. Client shall pay all invoices within forty-five (45) days of the date of each invoice. A monthly charge of 1.2% may be imposed on past due accounts. Payment shall not be subject to any discounts or set-offs.

ARTICLE IV **OTHER AGREEMENTS OF CONSULTANT**

Section 4.1 Performance. Consultant shall perform the Services in accordance with the SOW and generally accepted industry standards.

Section 4.2 Necessary tools. Consultant shall supply all tools and instrumentalities required to perform the Services under the Agreement.

Section 4.3 Workers' Compensation. Consultant shall maintain workers' compensation insurance for Consultant's employees and agents performing Services as required by law. Consultant shall comply with all federal, state, and local laws and ordinances as it relates to the work to be performed under this Agreement.

Section 4.4 Liability Insurance. Consultant shall, at its sole cost and expense, carry and maintain throughout the term of this Agreement professional liability insurance covering errors and omissions, with limits of not less than \$1,000,000 per occurrence or \$2,000,000 aggregate. Evidence of such insurance shall be provided to Client as soon as reasonably practicable following Client's written request.

AGREEMENT FOR CONSULTING SERVICES

ARTICLE V **OTHER AGREEMENTS OF CLIENT**

Section 5.1 Client's Assistance. Client shall provide all information, data and documents as specified in the SOW, or reasonably requested by Consultant. Client shall also satisfy any assumptions, perform any SOW obligations, and comply with all applicable laws and regulations.

Section 5.2 Client Responsibility.

(a) Client acknowledges Consultant will be using various data, reports, studies, computer printouts and other information, documents, and representations as to facts, the source of which may be Client ("Client Data"), and data from public agencies or third-parties ("Other Data"). Client agrees that Consultant is entitled to use and rely upon such Client Data in performing Services, and that Consultant shall not be obligated to verify the accuracy of the Client Data or Other Data or be responsible for its impact of on its work products (including without limitation the Reports).

(b) Client represents and warrants to Consultant that Client has the right to deliver the Client Data to Consultant and neither the Client Data, nor its use shall (i) infringe any intellectual property rights of any third party, (ii) violate any laws or privacy rights of any third party, or (iii) violate any third parties' privacy policies, and Client shall use commercially reasonable efforts to ensure that Client Data does not contain any viruses or other damaging or disabling code.

Section 5.3 Non-Solicitation. Client shall not solicit for employment Consultant's employees during the term and for one year following the termination of this Agreement; provided, however, that this shall not prohibit Client from generalized solicitation or advertising, including the use of an independent agency or search firm whose efforts are not specifically directed at Consultant's employees. Such employees shall not include any individual (a) whose employment with Consultant has terminated for any reason, or (b) whose solicitation has been agreed upon in writing by Consultant.

ARTICLE VI **TERM, TERMINATION**

Section 6.1 Term. This Agreement shall become effective on the Effective Date and will continue in effect until the earlier of (a) completion of performance under the SOW, or (b) termination as provided herein.

Section 6.2 Convenience. Either Party may terminate this Agreement (and the SOW) for convenience upon thirty (30) days' prior written notice to the other Party.

AGREEMENT FOR CONSULTING SERVICES

Section 6.3 Breach. Either Party may immediately terminate this Agreement with written notice to the other Party in the event of a material breach which is not cured within ten (10) days. Without limiting the foregoing, if Client fails to make payments when due, Consultant may suspend Services upon notice. Consultant shall have no liability to Client for any costs or damages arising as a result of such suspension. Upon payment in full by Client (if Consultant has not terminated the Agreement), Consultant shall resume Services and the SOW shall be adjusted for the suspension period plus reasonable time and expense for the Consultant to resume performance.

Section 6.4 Fees. Upon expiration or termination of this Agreement, Client shall pay all of Consultant's fees, expenses, and other costs payable by Client pursuant to Article III, which have accrued through the date of expiration or termination.

Section 6.5 Mutual Indemnification. Each Party shall defend, indemnify and hold the other Party harmless from and against all obligations, losses, liabilities, damages, claims, attachments, executions, demands, actions and/or proceedings (collectively, "Claims") and all costs and expenses in connection therewith, including reasonable attorneys' fees and expenses, arising out of or connected with this Agreement when such Claims arise from, relate to, or in any way result from (i) breach of any representation or warranty in this Agreement, (ii) any claim by either Party's employees related to the payment of wages, workers' compensation, or any employment-related claims to the fullest extent permitted by applicable law; (iii) breach of any applicable law, or (iv) gross negligence or willful misconduct.

Section 6.6 Survival. Sections 1.2, 5.2, 5.3, 6.4, 6.5, 6.6, and Articles II, III, VII, and VIII shall survive the expiration or termination of this Agreement.

ARTICLE VII **CONFIDENTIALITY**

Section 7.1 Definition. "Confidential Information" means all information that is disclosed by a Party to the other Party and that: (a) is designated as confidential, regardless of the form in which it is disclosed; or (b) relates to a Party's markets, customers, patents, trade secrets, inventions, procedures, methods, designs, strategies, distributors, or business in general. It shall not include any item which: (i) the receiving party can prove was in its possession prior to disclosure thereof by the disclosing Party whether prior to or during the term of this Agreement; (ii) is or becomes generally available to the public other than as a result of any action or omission by the receiving Party; (iii) is rightfully disclosed to the receiving Party by a third party without the imposition on the third party of any confidentiality obligation or restrictions on use; or (iv) is independently developed by the receiving Party without reference to the disclosing Party's Confidential Information, as evidenced by the receiving Party's written records. The Consultant Materials are Consultant's Confidential Information (subject to the rights set forth in Section 2.2).

AGREEMENT FOR CONSULTING SERVICES

Section 7.2 Obligation. Each Party, as a receiving Party, shall (a) hold all Confidential Information in confidence and not disclose same to anyone except its employees who have a need to know and who are bound by the confidentiality and nondisclosure restrictions herein; (b) use the other Party's Confidential Information only as necessary for its performance hereunder; and (c) hold and protect Confidential Information with the same degree of care it uses with its own information of like importance, but in no event less than a reasonable standard of care.

Section 7.3 Compelled Disclosure. If either receiving Party is required by law to disclose any Confidential Information of the other Party, the receiving Party shall provide the disclosing Party with prompt oral and written notice, so that the latter may seek a protective order or other appropriate remedy. In the event that such a protective order or other remedy is not promptly obtained, the receiving Party shall furnish only that portion of the Confidential Information which is legally required and shall exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded to the disclosing Party's Confidential Information.

Section 7.4 Injunctive Relief. Each Party agrees that remedies at law are inadequate to protect against its breach or threatened breach of this Article VII. Accordingly, each Party agrees that the other Party may obtain injunctive relief against it in the event of any such breach or threat thereof, in addition to any other legal or equitable remedies that may be available.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1 Notice. Any notices to be given hereunder may be effected either by personal delivery in writing, by mail or by electronic mail (reader receipt requested). Mailed notices shall be addressed to the Parties at the addresses appearing in the introductory paragraph of this Agreement, or at the following email addresses (Consultant: Justin.Rich@woolpert.com; Client: _____), but each Party may change the address by written notice in accordance with this Section 8.1. Notices delivered personally or by electronic mail (reader receipt requested) will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

Section 8.2 Assignment. Neither Party may assign or delegate this Agreement, in whole or in part without the express written consent of the other Party, with the exception of an assignment carried out as part of a merger, restructuring or reorganization, or as a sale or transfer of all or substantially all of a Party's equity or assets. Any such attempted assignment or delegation shall be void. This Agreement shall inure to the benefit of and shall be binding upon the Parties' successors and permitted assigns.

Section 8.3 Not Public Official. Neither this Agreement, nor any duties or obligations under this Agreement, nor the intentions or expectations of Client will cause Consultant to be a "public official" as that term, or a similar term, is used under applicable law.

AGREEMENT FOR CONSULTING SERVICES

The Parties agree that Consultant is not a "public official" or "participating in governmental decision" as those terms, or similar terms, are used under applicable law, and that no actions and opinions necessary for the performance under this Agreement will cause Consultant to be a "public official" or "participating in a governmental decision" as those terms, or similar terms, are used under applicable law.

Section 8.4 Entire Agreement. This Agreement and Exhibits A and B supersede any and all agreements, either oral or written, between the Parties with respect to Services. Any reference to any statute herein shall be construed as including all statutory provisions consolidating, amending, or replacing such statute. In entering into this Agreement, neither Party has relied on any warranties, representations, or promises not expressly set forth herein.

Section 8.5 Amendment. This Agreement and any exhibit hereto may not be modified except as expressly provided herein or in writing by the Parties and signed by authorized representatives of both Parties.

Section 8.6 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 8.7 Dispute Resolution.

(a) Except as set forth in Section 7.4, the Parties agree to first try in good faith to settle any dispute hereunder by mediation pursuant to the Mediation Rules of the American Arbitration Association (AAA). If the dispute is not settled by mediation, the dispute may be resolved by final and binding arbitration under subsection (b).

(b) Except as set forth in Section 7.4, upon written, served request, the dispute shall be submitted to binding arbitration in accordance with the commercial rules and regulations of the AAA and the provisions of applicable law. The arbitration shall take place in a location mutually agreed to by the Parties. Consultant shall select the arbitrator. If Consultant and Client do not agree on such arbitrator, however, Client shall select a second arbitrator. The first and second arbitrator shall then select a third arbitrator who shall conduct the arbitration. The Parties may select arbitrators from JAMS, ADR, ARC or any independent arbitrator/neutral for dispute resolution. No arbitration shall include by way of consolidation or joinder any parties or entities not a Party to this Agreement without the express written consent of Parties and any party or entity sought to be joined with an express reference to this provision. Any party or entity joined in the arbitration, after mutual consent, shall be bound by this provision. The decree or judgment of an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing Party shall be entitled, in addition to any other rights and remedies, to reimbursement for its expenses, including court costs and reasonable attorneys' fees. The non-prevailing Party shall be liable, to the extent allowable under law, for all arbitrator fees and expenses and all arbitration costs.

AGREEMENT FOR CONSULTING SERVICES

Section 8.8 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding choice of law rules.

Section 8.9 Third Parties. Nothing contained in this Agreement shall create a contractual relationship with cause of action in favor of a third party against either Party.

Section 8.10 DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR DAMAGES ARISING FROM BREACH OF SECTION 2.2 or ARTICLE VII, NEITHER PARTY, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OF USE, LOSS OF INCOME, LOSS OF REPUTATION, PERSONAL INJURY OR THE LIKE) RESULTING FROM OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LIABILITY ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, TO THE EXTENT SUCH LIMITS ARE ALLOWABLE UNDER APPLICABLE LAW.

Section 8.11 Force Majeure. Neither Party will be liable for failure to perform (except for payments owing) due to circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, war, acts of terrorism, embargoes, acts of civil or military authorities, fire, flood, accident, strikes, inability to secure transportation, facilities, fuel, energy, labor, or materials. In the event of force majeure, time for delivery or other performance will be extended for a period equal to the duration of the delay.

Section 8.12 Limitation of Liability. The Parties intend that the Services shall not subject Consultant Indemnified Parties to personal legal exposure. Therefore, notwithstanding anything to the contrary, Client agrees that Client's sole and exclusive remedy, and any claim, demand or suit shall be directed and/or asserted only against Consultant and not against Consultant Indemnified Parties, to the extent permitted by applicable law. Consultant's total liability for any cause of action, including contract, tort and otherwise, shall not exceed the sum paid to Consultant under this Agreement unless otherwise required by applicable law. The limitations of liability and exclusion of certain damages shall apply regardless of the effectiveness of any of the remedies provided for under this Agreement.

Section 8.13 DISCLAIMER. EXCEPT AS MAY BE SPECIFIED IN THIS AGREEMENT, CONSULTANT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND WARRANTIES ARISING UNDER COURSE OF DEALING OR TRADE USAGE. CONSULTANT CANNOT GUARANTEE RESULTS AND CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT USE OF CONSULTANT MATERIALS AND IMPLEMENTATION THEREOF WITHIN CLIENT'S ORGANIZATION IS AT CLIENT'S OWN DISCRETION AND RISK.

AGREEMENT FOR CONSULTING SERVICES


IN WITNESS WHEREOF, this Agreement has been executed on the Effective Date.

CONSULTANT:

CLIENT:

Cooperative Strategies, LLC

River Delta Unified School District

By:  _____ By: _____
Scott Newell
Chief Executive Officer

Date: NOVEMBER 1, 2023 _____ Date: _____

EXHIBIT A – STATEMENT OF WORK
RIVER DELTA UNIFIED SCHOOL DISTRICT

STATEMENT OF WORK
DEVELOPER FEE JUSTIFICATION STUDY

Cooperative Strategies, LLC (CS or “We”) will prepare a Developer Fee Justification Study (“Study”) for River Delta Unified School District (RDUSD or “School District”). The Study will identify the justified statutory school fees (“School Fees”) of the School District and will also identify the full school facilities impacts to be mitigated by the future residential and commercial/industrial development within the School District. The table below details the specific activities and tasks we will perform under this Statement of Work.

ACTIVITY	TASKS
<p>1. Background Research</p>	<p>1.A. Kick-Off Meeting</p> <p>CS will facilitate a Kick-Off Meeting to review process, timeline, and any requests for data. We will use this meeting with administration to discuss any issues that may impact RDUSD’s developer fees such as enrollment, residential development, and capacity.</p> <p>1.B. Data Collection</p> <p>CS will collect the following data to be used in the create of the study:</p> <ul style="list-style-type: none"> • Current school year student data • Current parcel data • Existing capacity study from district and / or SAB Form 50-02 • Future planned residential units • U.S. Census Data <ul style="list-style-type: none"> ○ Employment Data ○ Commercial / Industrial Data ○ Household Occupancy Data ○ Travel to time to employer <p>1.C. Student Generation Factors</p> <p>This task involves calculating student generation factors (“SGF”) by housing category (i.e., single family detached, and multi-family attached) and school level. SGFs will be calculated by comparing student enrollment of RDUSD to residential data provided from the County Office of the Assessor (“Assessor”).</p>

EXHIBIT A – STATEMENT OF WORK
RIVER DELTA UNIFIED SCHOOL DISTRICT

ACTIVITY	TASKS
<p>2.</p> <p>Determine School Facility Needs</p>	<p>2.A. Determine School Facility Needs</p> <p>CS will perform the following analyses:</p> <ul style="list-style-type: none"> • Existing Capacity vs. Current Enrollment • Student Generated from Residential Development • Future School Facility needs by grade level based on estimated future residential development
<p>3.</p> <p>School Facilities Impact Per Category</p>	<p>3.A. School Facility Costs</p> <p>This task involves reviewing and analyzing data and documents from RDUSD to estimate the cost of constructing or expanding the school facilities identified.</p> <p>3.B. School Facilities Impact Analysis for Residential and Commercial / Industrial Development</p> <p>This task involves estimating the full school facilities impacts per unit and square footage of residential floor space that must be mitigated by each housing category. Residential housing impacts will be based on data and material assembled in Activities I, II, and III. If full school facilities impact per square foot of residential floor space exceeds the new School Fee for a housing category, then the full new School Fee is justified for such housing category.</p>
<p>4.</p> <p>Study Preparation</p>	<p>4.A. Study Preparation</p> <p>This task involves preparing one (1) draft and one (1) final version of the report and discuss findings of the Developer Fee Justification Study in PDF format with the district.</p>

EXHIBIT B – FEE SCHEDULE
RIVER DELTA UNIFIED SCHOOL DISTRICT

FEE SCHEDULE

The proposed fee for Cooperative Strategies, LLC (CS or “We”) to provide Developer Fee Studies to River Delta Unified School District (RDUSD or “School District”) as described in the Statement of Work, is shown in the table below. This fee shall be payable in monthly installments based on the percentage of work completed. Fees below are based on Agreement being entered into prior to December 31, 2023.

SERVICE DESCRIPTION	PROPOSED FEE
Developer Fee Studies School Year 2023-24	\$11,500 (*plus reimbursable expenses)

***REIMBURSABLE EXPENSES**

In addition to professional fees, RDUSD is responsible for expenses including travel (mileage, lodging, parking, etc.), meals, all printing, postage, overnight delivery service, and other direct expenses associated with the project. Reimbursable expenses will be invoiced monthly with professional fees.

LIMITATIONS

It is assumed that the School District or its consultants will provide all required enrollment, school facility, and other data and materials identified in the Statement of Work. If Cooperative Strategies must assume primary responsibility for any responsibilities of the School District or attend additional meetings at the School District, such tasks may be defined as Additional Work if they cause the maximum budget amount to be exceeded. Additional Work may also include other tasks not described in the Statement of Work.

EXHIBIT B – FEE SCHEDULE
RIVER DELTA UNIFIED SCHOOL DISTRICT

STANDARD HOURLY RATES

Should RDUSD request meetings or additional services outside the scope outlined in this proposal—such as our attendance at Board Meetings—the fee for such services, including meeting preparation and travel time, will be billed at the standard hourly rates below, plus reimbursable expenses.

POSITION	RATE
CEO	\$300/hour
Executive Director / Partner	\$275/hour
Senior Director	\$225/hour
Senior Associate Director	\$200/hour
Associate Director	\$175/hour
Senior Associate	\$150/hour
Associate	\$120/hour

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2023

Attachments: 1

From: Tammy Busch, Asst. Superintendent of Business Services

Item Number: 21

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

SUBJECT:

Request to Approve the Contract with F3 & Associates, Inc. to Provide Professional Land Surveying Services (Topographic Survey, Topographic Survey Map, Utility Locating) for the Riverview Middle School Temporary Interim Housing Portable Project

BACKGROUND:

On March 14, 2023, the Board approved the Riverview Building A Modernization Project. In preparation of construction, a topographic survey is needed at the playground and field for the ten (10) portables that will be brought on campus for temporary classrooms.

STATUS:

RGMK has obtained a proposal for topographic and underground utility survey services from F3 & Associates. This is needed to support the temporary portable project and is required by the Division of the State Architect.

PRESENTER:

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

OTHER PEOPLE WHO MIGHT BE PRESENT:

Maria Denney and Ralph Caputo, RGM Kramer

COST AND FUNDING SOURCES:

Measure J not to exceed \$11,520

RECOMMENDATION: Staff recommends:

1. The Board approve the attached proposal from F3 & Associates in the amount of \$11,520.
2. The Superintendent or designee be authorized to approve additional miscellaneous consulting services and expenses provided for in the budget in accordance with existing Board policy as may be required to complete the design and obtain approval from DSA.

Time allocated: 3 minutes

October 31, 2023

P-112Rich Dunlap
RGMK
3230 Monument Way
Concord, CA 94520
(925) 671-7717

Ref: Riverview Middel School Project – Rio Vista, CA

Thank you for your consideration of F3 & Associates, Inc. to provide professional land surveying services for your project. Based on the information which you have provided and our own preliminary review of the public records, we are pleased to offer the following proposal for your consideration:

Survey Services

Topographic Survey	\$ 5,040
Topographic Survey Map	\$ 2,720
Utility Locating	\$ 3,760

Total (Time and Materials, Not to Exceed) = \$ 11,520.00

Proposal is based on the following.

- Topographic survey to be based on assumed horizontal and vertical datum.
- Perform topographic survey of project site. Locate ground topography to produce 1' contours, visible surface utilities, utility marks, edge of pavement, edge of traveled way, driveways, fences, buildings, structures, striping, signs, walls, planters, trees (6" diameter or larger) including drip lines, utility poles.
- Prepare base mapping of topographic survey data. Prepare surface file with 1' contour intervals. Deliverables to include AutoCAD Civil 3D file, PDF, field notes, and site photos.
- Identify and mark utilities within surveyed area.
 - A combination of "GSSI" GPR equipment and supporting equipment will be used. We will attempt to locate underground utilities within the scope, but for technical reasons, cannot guarantee to do so. Some short lengths of abandoned lines may not be found.
- If storm or sewer is present, one drain/manhole will be located beyond the scope.
- Utilities will be marked on the ground with spray paint and or flags. Marks will be surveyed as part of topographic survey scope.
- Depths will be provided when possible.

Exclusions and Additional Considerations:

Additional work not included in this estimate will only be undertaken with the express agreement of client or their assigned representative.

Payment Terms: Net 30 days, no retention

Client to provide access to subject property and assist with coordination with access to adjacent properties. Access will be granted to all places requiring admission for the purpose of tracking and identifying the utilities.

Any existing utility/structural drawings will be made available.

Thank you for the opportunity to provide our services on your project. If you have any questions please give me a call. We will begin work upon receipt of a signed professional services agreement.

Todd Tillotson, PLS
Division Manager

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2023

Attachments: 1

From: Tammy Busch, Asst. Superintendent of Business Services

Item Number: 22

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

SUBJECT:

Request to Approve the Proposal from Wilson Architecture for Design Services for the Riverview Middle School Temporary Interim Housing Portable Project

BACKGROUND:

On March 14, 2023, the Board approved the Riverview Building A Modernization Project. Construction of the modernization project is anticipated to take one year. Students will need to be housed in temporary portables during construction. Division of the State Architect (DSA) requires approval of temporary portables.

STATUS:

RGMK has obtained a proposal for architectural services from Wilson Architecture.

PRESENTER:

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

OTHER PEOPLE WHO MIGHT BE PRESENT:

Maria Denney and Ralph Caputo, RGM Kramer

COST AND FUNDING SOURCES:

Measure J not to exceed \$54,700

RECOMMENDATION: Staff recommends:

1. The Board approve the attached proposal from Wilson Architecture in the amount of \$54,700.
2. The Superintendent or designee be authorized to approve additional miscellaneous consulting services and expenses provided for in the budget in accordance with existing Board policy as may be required to complete the design and obtain approval from DSA.

Time allocated: 3 minutes



WILSON ARCHITECTURE, INC.

609 15TH STREET
MODESTO, CA 95354-2510
(209) 577-0114
(209) 577-0116 FAX
arcnorm@pacbell.net

PROPOSAL/AGREEMENT

When returning this document to Wilson Architecture, Inc. please return all pages (by fax or mail). Thank you.

October 24, 2023

Katherine Wright
River Delta Unified School District
445 Montezuma Street
Rio Vista, California 94571

**RE: Installation of 10 Emergency
Portable CR's @ Riverview MS, Rio
Vista,**

Dear Ms. Wright,

We have reviewed the information forwarded to our office for the work by Maria Denney at RGMK, and our site visit. We understand that we will need to develop approval and bidding plans to install (10) Emergency Portables to house students during the modernization of the Campus. This project will be submitted to DSA for review and approval. It is assumed that the portables will be leased and previously manufactured under a DSA PC or other approval, which has been certified by DSA for use on other sites, placed on previously approved DSA temporary wood foundations, and there will be no plumbing in the portable CR's.

The District should prepare a letter to DSA similar to the attached informing DSA of their intent to install temporary portables under the DSA IR. This will allow the District to minimize some of the requirements from DSA being that they are temporary in nature and will be removed after the modernization of the main building is completed.

Based on the information received, our office will prepare the architectural site plan, floor plans, electrical connection and FA plans, and other related drawings and details to obtain DSA approval. Please be aware that the site does not currently have enough electrical power to adequately supply/power up this number of portables, and a temporary electrical service or service upgrade will be necessary from PG&E in order to connect these proposed buildings, for continued use during the Campus Modernization work.



TO: Katherine Wright, River Delta Unified School District
FROM: Norman Wilson, Wilson Architecture, Inc.
SUBJECT: Riverview MS Temporary Portable CR Buildings

October 24, 2023
Page 2

The District will supply as-built site drawings, as necessary, acknowledged by the District that the original building drawings may not fully show the on site conditions at the present time or any past remodels/modification done to the building. We also will need the DSA approval numbers for the (3) existing portable CR buildings and (1) portable Restroom building currently on site. The Restroom portable will be required to meet the needs of the displaced students. The District needs to provide us with the DSA approved drawings for the portable restroom modular currently located on the playground area as it will serve these temporary portables.

Note this work for the Temporary CR buildings, based on DSA standards, will require upgrades to the current Path-of-Travel (P.O.T.), parking, staff restroom upgrades, and possible drinking fountain. A civil survey/topo and grading design maybe required to comply with some of the site upgrades.

The District will immediately need to apply to PG&E for the Temporary Electrical Service (we will facilitate), as the utility company time frame/backlog is extensive and could take more than 8-9 months to secure approval and installation.

Our fee for the above project will be \$54,100.00.

Reimbursables are in addition to the Fee as quoted above. Reimbursables include, but are not limited to: large format prints/copies, xerox copies, shipping, mileage, and postage. We estimate the reimbursables for this project to be \$600.

Excluded from our fees:

1. Payments of submittal/permit fees with DSA or any jurisdictions.
2. Prints and reproducibles will be billed separately in addition to our fee.
3. No civil surveying / grading design is included in this proposal.

The site will need a site plan review and signature by the local fire authority and may need a new hydrant, or Fire Department required access and gates. New handicapped parking, striping and access may be required.

We will need a PTN (Project Tracking Number) as assigned by the Office of Public School Construction (OPSC). The PTN is a joint tracking number that is used by DSA, OPSC, and other government agencies. A username and password must be used to obtain the PTN from the OPSC website. DSA will no longer accept any plans that do not have a PTN as part of the application.

All billings will be monthly as work is completed with carrying charges at 1½% monthly (18% Annually) on any amount unpaid for 10 days. Payment of invoices from Wilson Architecture, Inc. are not contingent on receipt of any loan proceeds, draws from loans/lines, escrow proceeds, payments from any Financial Institutions/Government Agencies, and/or tenant(s)/lessee(s). A copy of our "Standard Provisions of Agreement" (attached) are hereby part of this agreement. All permit and application fees, any required engineering, reimbursables, planning approval for uses is not part



TO: Katherine Wright, River Delta Unified School District
FROM: Norman Wilson, Wilson Architecture, Inc.
SUBJECT: Riverview MS Temporary Portable CR Buildings

October 24, 2023
Page 3

of the scope of work.

Please review this information and confirm by signing below and returning (1) copy by fax immediately and the original by mail. Please attach any necessary billing information or purchase order numbers required.

The "Standard Provisions of Agreement" are part of this agreement and are attached hereto.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Norman E. Wilson
License #C10851

NEW:jph K:\WPData\Contracts\232803 River Delta USD Riverview Temp Portables.frm



TO: Katherine Wright, River Delta Unified School District
FROM: Norman Wilson, Wilson Architecture, Inc.
SUBJECT: Riverview MS Temporary Portable CR Buildings

October 24, 2023
Page 4

By signing this, I state that I am authorized representative to sign for the company / partnership / corporation / limited liability company / government agency as indicated in this document and agree to the terms and conditions set out in this agreement and have received the "Standard Provisions of Agreement" as part of this agreement.

Approved
River Delta Unified School District

October 24, 2023

Authorized Signature

Date

Name and Title

Purchase Order/Internal #: _____



TO: Katherine Wright, River Delta Unified School District
 FROM: Norman Wilson, Wilson Architecture, Inc.
 SUBJECT: Riverview MS Temporary Portable CR Buildings

October 24, 2023
 Page 5



WILSON ARCHITECTURE, INC.
 609 15TH STREET
 MODESTO, CA 95354-2510
 (209) 577-0114
 (209) 577-0116 FAX

Job #: 232803

CURRENT BILLING INFORMATION

Name/Address: Katherine Wright
 River Delta Unified School District
 445 Montezuma Street
 Rio Vista, California 94571

REVISED BILLING INFORMATION

Name:	
Address:	
City, State & Zip:	
Contact:	
Phone No.:	
Fax No.:	

Approved By:	
Date:	



STANDARD PROVISIONS OF AGREEMENT

The Client and Architect agree that the following provisions shall be part of their agreement.

1. The client binds itself and its, successors, and assigns to the Architect of this agreement in respect to all of the terms and conditions of this agreement. Architect, as used hereinafter in the agreement, shall be the Architect and his separate engineering consultants, if any.
2. Neither the client nor Architect shall assign his interest in this agreement without the written consent of the other which will not be unreasonably withheld.
3. In the event any provisions of this agreement shall be held to be invalid and unenforceable, the other provisions of this agreement shall be valid and binding on the parties hereto.
4. Architect and Client hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Architect against Client or Client against Architect on any matter whatsoever arising out of, or in any way connected with, this agreement, the relationship of Architect and Client, Client use or occupancy of the Premises, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect. If any action at law or inequity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and other necessary disbursements in addition to any other releases he may be entitled. Client and Architect hereby agree that if any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing becomes necessary to enforce or interpret the terms of this agreement, the place of venue shall be Stanislaus County, California.
5. All original papers, documents, copies, and computer tapes and files thereof, produced as a result of this contract, except documents which are required to be filed with public agencies, shall remain the sole property of the Architect. Services provided within this agreement are for the exclusive use of the client for the project only. The client may retain one reproducible sets of drawings plus prints of such work for project reference only and shall not reuse documents for other projects, and shall further hold the architect harmless from use of drawings for whatever purpose.
6. The Architect makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and the Architect shall not be responsible for fluctuations in cost factors, or partial or overall costs.
7. Architect does not guarantee the completion or quality of performance of contracts by the construction contractor or contractors, or other third parties, not is he responsible for their acts or omissions.
8. In the event that any changes are made in the plans and specifications by the client or persons other than Architect, which affects the Architect's work, any and all liability arising out of such changes is waived as against the Architect and the client assumes full responsibility for such changes unless client has given Architect prior notice and has received from Architect written consent for such changes.
9. The Architect is not responsible, and liability is waived by client against Architect, for use by client of any other person of any plans and drawings not signed by Architect. **The Client agrees that the Architect has no responsibility for the design or their respective drawings, for any other items noted as "excluded" from the project on our attached proposal.**
10. The client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours; and the client further agrees to defend, indemnify and hold the Architect harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the negligence of the Architect.
11. A late payment FINANCE CHARGE (including bookkeeping charges) will be computed at the periodic rate of 1.5% per month, which is an ANNUAL PERCENTAGE RATE OF 18%, and will be applied to any unpaid balances commencing 30 days after the date of the original invoice. A written notice of late payment must be given to the Client notifying him of default.
12. In the event that the plans, specifications, and/or field work covered by this contract are those required by various governmental agencies and in the event that due to change of policy of said agencies after the date of this agreement, additional office or field work is required the said additional work shall be paid by client as extra work.
13. Limitation of Liability: The entire and combined liability of the Architect, with the exception of liability for personal injury, shall in no event exceed the total amount actually paid to the Architect by the Owner for services performed hereunder, due to the limited scope of services.
14. In the event all or any portion of the work prepared or partially prepared by the Architect by suspended, abandoned, or terminated, the client shall pay the Architect for the work performed on the agreed hourly basis, not to exceed any maximum contract amount specified herein.
15. Rights of Lien: The owner and/or client acknowledges and accepts the architect and consultants rights to protect their rights to fair compensation for services performed. The owner herein acknowledges the consultants' right and recourse to file notice of liens, preliminary, and final actions as necessary to protect such rights of collection whether on developed or unimproved lands where professional services have been performed for the owner, or title holder, or optionee of such lands where studies, drawings or other services have been performed under this agreement.
16. All public advertising, mailers, sales information, and other publicity where the building or project, is shown as a significant portion of the advertisement, shall bear the Architect's name with the building/project photos/prints and other advertisements, unless so directed otherwise by the Architect, and shall be done in a professional manner acceptable to the Architect. The Client agrees to allow the Architect to install a job sign on the project.
17. Unless stipulated otherwise, the client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessments fees, engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, travel, courier service, blueprints and reproductions. All such costs shall be charged to client separately on each invoice as reimbursable expenses to this agreement in addition to the fee. Consultants services to the Architect shall be billed at 1.5 x Architect's direct costs when such work is not part of Architect's basic services.
18. Asbestos and other Hazardous Materials: The Architect and his consultants do not perform services related to the identification, containment, design, control, or removal of asbestos or other hazardous materials nor will they assume liability for any damages or costs related to these materials. This includes all hazardous materials including the newly discovered implications or "acid rain" and "indoor pollution".
19. It is understood between the Owner and the Architect that any construction project involves interpretation of codes and information from many sources, and that during the course of construction various items of correction are needed, due to these circumstances and errors/omissions from the drawings, therefore the Owner will provide sufficient construction contingency funds equal to a minimum of 10-15% of project budgets (building) to cover field and change orders and other necessary changes/modifications required for a completed project. The architect will not pay for change orders or back charges, but will provide prompt and free services to correct such oversights as necessary for such related responsibilities.
20. Time for review and recommendations for field and change orders that are not the direct responsibility of the architect or their engineers shall be additional services based on standard hourly rates and charges.
21. This agreement when executed and returned with any other requested documents/fees shall authorize the Architect and Consultants to proceed immediately under the terms of the agreement. This agreement shall automatically terminate twelve (12) months from execution of this agreement or sooner if all services have



- been performed.
22. The Client will supply the Architect all information known about underground site utilities or other underground concerns. The Architect will not be held responsible for job related problems relating to underground items not transmitted to the Architect.
 23. This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party, but only after the other party is given:
 - a. not less than ten (10) days' written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
 24. This Agreement may be terminated in whole or in part by CLIENT for its convenience; but only after the ARCHITECT is given:
 - a. not less than fifteen (15) days' written notice of intent to terminate; and
 - b. an opportunity for consultation with CLIENT prior to termination.
 25. If termination for default is effected by CLIENT, CLIENT will pay ARCHITECT that portion of the compensation which has been earned as of the effective date of termination but:
 - a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - b. any payment due to the ARCHITECT at the time of termination may be adjusted to the extent of any additional costs occasioned to CLIENT by reason of the ARCHITECT's default.
 26. If termination for default is effected by the ARCHITECT, or if termination of convenience is effected by CLIENT, an equitable adjustment in the compensation shall be made, which shall include a reasonable profit for services or other work performed up to the effective date of termination less all previous payments.
 27. Upon receipt or delivery by ARCHITECT of a termination notice, the ARCHITECT shall:
 - a. promptly discontinue all services affected (unless the notice directs otherwise); and
 28. Upon termination, CLIENT may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the ARCHITECT shall cease conduction business, CLIENT shall have the right to offer employment to any employee of the ARCHITECT assigned to the performance of this Agreement.
 29. The rights and remedies of CLIENT and the ARCHITECT provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
 30. Neither party shall be considered in default in the performance of its obligations hereunder, or any of them, to the extent that performance of such obligations, or any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.
 - a. Delays arising from the actions or inactions of one or more of ARCHITECT's principals, officers, employees, agents, subcontractors, consultants, vendors or suppliers are expressly recognized to be within ARCHITECT's control.
 31. If additional services are required, in addition to the signed contract, written authorization from the CLIENT will be obtained prior to the start of work. The ARCHITECT will request from the CLIENT additional services, by way of a Change Order or Professional Services Supplement. The request for additional services will include our Job Number/Job Description, Scope of Additional Work, Estimated Additional Fee, and Time Frame to complete work. The ARCHITECT may also commence work upon written authorization from the CLIENT in the form of a letter or fax.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2023

Attachments: 1

From: Tammy Busch, Asst. Superintendent of Business Services

Item Number: 23

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

SUBJECT:

Request to Approve the Proposal from Wilson Architecture for Design Services through DSA Approval for the Fencing Projects at Rio Vista High School and Isleton Elementary School

BACKGROUND: The campuses at Rio Vista High School and Isleton Elementary are open and need to be enclosed with fencing for the safety of students and staff. Division of the State Architect (DSA) requires review and approval of fencing and gates for accessibility and emergency egress.

STATUS:

RGMK has obtained a proposal for architectural services from Wilson Architecture.

PRESENTER:

Tammy Busch, Asst. Superintendent of Business Services and Katherine Wright,
Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Maria Denney and Ralph Caputo, RGM Kramer

COST AND FUNDING SOURCES:

Measure J not to exceed \$24,200

RECOMMENDATION: Staff recommends:

1. The Board approves the attached proposal from Wilson Architecture in the amount of \$10,800 including reimbursables.
2. The Board approves the attached proposal from Wilson Architecture in the amount of \$13,400 including reimbursables.

Time allocated: 3 minutes



WILSON ARCHITECTURE, INC.

609 15TH STREET
MODESTO, CA 95354-2510
(209) 577-0114
(209) 577-0116 FAX
arcnorm@pacbell.net

PROPOSAL/AGREEMENT

When returning this document to Wilson Architecture, Inc. please return all pages (by fax or mail). Thank you.

October 30, 2023

Katherine Wright
River Delta Unified School District
445 Montezuma Street
Rio Vista, California 94571

**RE: Installation of Security Fencing at
Isleton ES and Rio Vista HS**

Dear Ms. Wright,

We have reviewed the information forwarded to our office for the work by Maria Denney at RGMK. We understand that we will need to develop approval and bidding plans to install Security perimeter chain-link fencing at each of these sites, per the provided sketches. This project will be submitted to DSA for review and approval.

Based on the information received, our office will prepare the architectural site plan, layout plans for the fencing and gate locations, and details to obtain DSA approval. Note the existing 3' fence posts at Isleton ES may not be acceptable to DSA during the review due to unknown footing sizes, therefore we may have to remove all these and install new posts and footings. This will also necessitate the replacement of a good portion of the existing concrete sidewalk along the front of the existing building.

The District will supply as-built site drawings, and a current civil topo/survey as necessary, acknowledged by the District that the original building drawings may not fully show the on site conditions at the present time. We also will need the DSA approved drawings showing the status of the current accessible restrooms on site, as this project may "trigger" Access upgrades on the site.

Note this work for the fencing, based on DSA standards, may require upgrades to the current Path-of-Travel (P.O.T.), parking, staff restroom upgrades, and possible drinking fountain. A civil survey/topo will be required for the fencing areas and possible additional grading design to comply with some of the site upgrades (not included in our fee).

Our fee for the above project will be:

Isleton ES: \$ 9,800.00 + reimbursables
Rio Vista HS: \$12,400.00 + reimbursables



TO: Katherine Wright, River Delta Unified School District
FROM: Norman Wilson, Wilson Architecture, Inc.
SUBJECT: New Security Fencing Isleton ES and Rio Vista HS Campuses

October 30, 2023
Page 2

Reimbursables are in addition to the Fee as quoted above. Reimbursables include, but are not limited to: large format prints/copies, xerox copies, shipping, mileage, and postage. We estimate the reimbursables for this project to be \$1,000.

Excluded from our fees:

1. Payments of submittal/permit fees with DSA or any jurisdictions.
2. Prints and reproducibles will be billed separately in addition to our fee.
3. No civil surveying / grading design is included in this proposal.

The site will need a site plan review and signature by the local fire authority and may need a new hydrant, or Fire Department required access and gates. New handicapped parking, striping and access may be required.

We will need a PTN (Project Tracking Number) as assigned by the Office of Public School Construction (OPSC). The PTN is a joint tracking number that is used by DSA, OPSC, and other government agencies. A username and password must be used to obtain the PTN from the OPSC website. DSA will no longer accept any plans that do not have a PTN as part of the application.

All billings will be monthly as work is completed with carrying charges at 1½% monthly (18% Annually) on any amount unpaid for 10 days. Payment of invoices from Wilson Architecture, Inc. are not contingent on receipt of any loan proceeds, draws from loans/lines, escrow proceeds, payments from any Financial Institutions/Government Agencies, and/or tenant(s)/lessee(s). A copy of our "Standard Provisions of Agreement" (attached) are hereby part of this agreement. All permit and application fees, any required engineering, reimbursables, planning approval for uses is not part of the scope of work.

Please review this information and confirm by signing below and returning (1) copy by fax immediately and the original by mail. Please attach any necessary billing information or purchase order numbers required.

The "Standard Provisions of Agreement" are part of this agreement and are attached hereto.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Norman E. Wilson
License #C10851

NEW:jph K:\WPData\Contracts\232812 & 232813 River Delta USD Isleton ES & Rio Vista HS Fencing.frm



TO: Katherine Wright, River Delta Unified School District
FROM: Norman Wilson, Wilson Architecture, Inc.
SUBJECT: New Security Fencing Isleton ES and Rio Vista HS Campuses

October 30, 2023
Page 3

By signing this, I state that I am authorized representative to sign for the company / partnership / corporation / limited liability company / government agency as indicated in this document and agree to the terms and conditions set out in this agreement and have received the "Standard Provisions of Agreement" as part of this agreement.

Approved
River Delta Unified School District

October 30, 2023

Authorized Signature

Date

Name and Title

Purchase Order/Internal #: _____



TO: Katherine Wright, River Delta Unified School District
 FROM: Norman Wilson, Wilson Architecture, Inc.
 SUBJECT: New Security Fencing Isleton ES and Rio Vista HS Campuses

October 30, 2023
 Page 4



WILSON ARCHITECTURE, INC.
 609 15TH STREET
 MODESTO, CA 95354-2510
 (209) 577-0114
 (209) 577-0116 FAX

Job #: 232803

CURRENT BILLING INFORMATION

Name/Address: Katherine Wright
 River Delta Unified School District
 445 Montezuma Street
 Rio Vista, California 94571

REVISED BILLING INFORMATION

Name:	
Address:	
City, State & Zip:	
Contact:	
Phone No.:	
Fax No.:	

Approved By:	
Date:	



STANDARD PROVISIONS OF AGREEMENT

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4. Architect and Client hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Architect against Client or Client against Architect on any matter whatsoever arising out of, or in any way connected with, this agreement, the relationship of Architect and Client, Client use or occupancy of the Premises, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect. If any action at law or inequity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and other necessary disbursements in addition to any other releases he may be entitled. Client and Architect hereby agree that if any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing becomes necessary to enforce or interpret the terms of this agreement, the place of venue shall be Stanislaus County, California.
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9. The Architect is not responsible, and liability is waived by client against Architect, for use by client of any other person of any plans and drawings not signed by Architect. **The Client agrees that the Architect has no responsibility for the design or their respective drawings, for any other items noted as "excluded" from the project on our attached proposal.**
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14. In the event all or any portion of the work prepared or partially prepared by the Architect by suspended, abandoned, or terminated, the client shall pay the Architect for the work performed on the agreed hourly basis, not to exceed any maximum contract amount specified herein.
15. Rights of Lien: The owner and/or client acknowledges and accepts the architects and consultants rights to protect their rights to fair compensation for services performed. The owner herein acknowledges the consultants' right and recourse to file notice of liens, preliminary, and final actions as necessary to protect such rights of collection whether on developed or unimproved lands where professional services have been performed for the owner, or title holder, or optionee of such lands where studies, drawings or other services have been performed under this agreement.
16. All public advertising, mailers, sales information, and other publicity where the building or project, is shown as a significant portion of the advertisement, shall bear the Architect's name with the building/project photos/prints and other advertisements, unless so directed otherwise by the Architect, and shall be done in a professional manner acceptable to the Architect. The Client agrees to allow the Architect to install a job sign on the project.
17. Unless stipulated otherwise, the client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessments fees, engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, travel, courier service, blueprints and reproductions. All such costs shall be charged to client separately on each invoice as reimbursable expenses to this agreement in addition to the fee. Consultants services to the Architect shall be billed at 1.5 x Architect's direct costs when such work is not part of Architect's basic services.
18. Asbestos and other Hazardous Materials: The Architect and his consultants do not perform services related to the identification, containment, design, control, or removal of asbestos or other hazardous materials nor will they assume liability for any damages or costs related to these materials. This includes all hazardous materials including the newly discovered implications or "acid rain" and "indoor pollution".
19. It is understood between the Owner and the Architect that any construction project involves interpretation of codes and information from many sources, and that during the course of construction various items of correction are needed, due to these circumstances and errors/omissions from the drawings, therefore the Owner will provide sufficient construction contingency funds equal to a minimum of 10-15% of project budgets (building) to cover field and change orders and other necessary changes/modifications required for a completed project. The architect will not pay for change orders or back charges, but will provide prompt and free services to correct such oversights as necessary for such related responsibilities.
20. Time for review and recommendations for field and change orders that are not the direct responsibility of the architect or their engineers shall be additional services based on standard hourly rates and charges.
21. This agreement when executed and returned with any other requested documents/fees shall authorize the Architect and Consultants to proceed immediately under the terms of the agreement. This agreement shall automatically terminate twelve (12) months from execution of this agreement or sooner if all services have



- been performed.
22. The Client will supply the Architect all information known about underground site utilities or other underground concerns. The Architect will not be held responsible for job related problems relating to underground items not transmitted to the Architect.
 23. This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party, but only after the other party is given:
 - a. not less than ten (10) days' written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
 24. This Agreement may be terminated in whole or in part by CLIENT for its convenience; but only after the ARCHITECT is given:
 - a. not less than fifteen (15) days' written notice of intent to terminate; and
 - b. an opportunity for consultation with CLIENT prior to termination.
 25. If termination for default is effected by CLIENT, CLIENT will pay ARCHITECT that portion of the compensation which has been earned as of the effective date of termination but:
 - a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - b. any payment due to the ARCHITECT at the time of termination may be adjusted to the extent of any additional costs occasioned to CLIENT by reason of the ARCHITECT's default.
 26. If termination for default is effected by the ARCHITECT, or if termination of convenience is effected by CLIENT, an equitable adjustment in the compensation shall be made, which shall include a reasonable profit for services or other work performed up to the effective date of termination less all previous payments.
 27. Upon receipt or delivery by ARCHITECT of a termination notice, the ARCHITECT shall:
 - a. promptly discontinue all services affected (unless the notice directs otherwise); and
 28. Upon termination, CLIENT may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the ARCHITECT shall cease conduction business, CLIENT shall have the right to offer employment to any employee of the ARCHITECT assigned to the performance of this Agreement.
 29. The rights and remedies of CLIENT and the ARCHITECT provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
 30. Neither party shall be considered in default in the performance of its obligations hereunder, or any of them, to the extent that performance of such obligations, or any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.
 - a. Delays arising from the actions or inactions of one or more of ARCHITECT's principals, officers, employees, agents, subcontractors, consultants, vendors or suppliers are expressly recognized to be within ARCHITECT's control.
 31. If additional services are required, in addition to the signed contract, written authorization from the CLIENT will be obtained prior to the start of work. The ARCHITECT will request from the CLIENT additional services, by way of a Change Order or Professional Services Supplement. The request for additional services will include our Job Number/Job Description, Scope of Additional Work, Estimated Additional Fee, and Time Frame to complete work. The ARCHITECT may also commence work upon written authorization from the CLIENT in the form of a letter or fax.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2023

Attachments: 3

From: Tammy Busch, Asst. Superintendent of Business Services

Item Number: 24

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

SUBJECT:

Approve to the Delta High School/Clarksburg Middle School Septic System Replacement Project

BACKGROUND: During the construction of the Delta HS/Clarksburg MS Cafeteria Modernization it was discovered that tree roots damaged the existing septic system and it is in need of replacement. This work impacts the completion of the cafeteria project in a timely manner.

STATUS:

RGMK has obtained proposals from contractors to perform this work. Warren Gomes Excavating, Inc. has provided the lowest proposal which includes a new septic tank, distribution lines, cleanouts, concrete distribution boxes, perforated leach line and permitting as required by the county. Soil samples from a geotechnical engineer will likely be needed and will be brought back to the Board for their approval at a future meeting.

PRESENTER:

Tammy Busch, Asst. Superintendent of Business Services and Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Maria Denney and Ralph Caputo, RGM Kramer

COST AND FUNDING SOURCES:

\$58,000 Deferred Maintenance Funds

RECOMMENDATION:

Staff recommends:

1. The Board approves the attached proposal from Warren Gomes Excavating in the amount of \$58,000.
2. The Superintendent for designee be authorized to approve additional miscellaneous expenses in accordance with existing Board policy as may be required to complete the project.

Attachments: Yolo County Inspection Report
Warren Gomes Excavating Proposal
Drain Time Plumbing Proposal (Addition Estimate for Comparison)

Time allocated: 3 minutes



County of Yolo

Department of Community Services

Environmental Health Division

292 W. Beamer Street, Woodland CA 95695

Phone (530) 666-8646 Fax (530) 669-1448

Page 1 of 1

April Meneghetti, REHS
Environmental Health Division Manager

INSPECTION REPORT/OFFICIAL NOTICE

FA ID# 134
or 14171

Address Delta High School, Clarksburg DBA _____
Owner/Manager _____ Phone #: _____

• Inspection after notification of septic repair without permit -

Met w/ Rachel Matsumoto + Chris Gallup,
(RGM Kamer) (AQ Inspections)

- There is ~~work~~ ^{work} done @ old HS kitchen (end date: March 2024)
- Old septic tank collapsed - plan to replace
- Entire system to be replaced

Points discussed :

- ▷ leach field replacement = requires first a complete site/soils evaluation
- Hire a Qualified Professional
- ▷ System replacement = requires a septic installation permit.

* Prior to any ^{septic} work done obtain required permits.

(System not currently used and no surfacing effluent)

Environmental Health Specialist: Deb Anderson Date: 11/6/23

Received By: [Signature] Date: 11/6/2023

REVISION 1

Bid Date: 11/02/2023

Time: 12:00PM

Quote Number: 23032

River Delta Unified School District

445 Montezuma Street

Rio Vista, CA 94571

Jobsite Address: 52870 Netherlands Road, Clarksburg, CA

Proposal for:
Septic Tank & Leach Field Installation
 from
WARREN E. GOMES EXCAVATING, INC.
 P.O. BOX 369, RIO VISTA, CA 94571
 (707) 374-2881
 License: 279646 Type: A/HAZ



Item	Description	Quantity	Unit	Total Price
01	Provide & Install 1500 Gallon Septic Tank Jensen Precast JP1500 Tank. 4" inlet and outlet. Tank is UPC & IAMPO listed. 24" cast iron rings and covers.	1.00	LS	
02	Install 4" Distribution Line Parking lot section with 12" base rock at surface.	120.00	LF	
03	Install 4" SS Cleanout to Grade w/G5 Traffic Box	2.00	EA	
04	Install D3 Concrete Distribution Box	4.00	EA	
05	Install 4" Perforated Leach Line Leach line trench 24" wide. 12" of crushed rock under pipe. Minimum of 2" of crushed rock above pipe. Crushed rock covered with filter fabric. Native soil to surface.	400.00	LF	
06	Raise Lids & Boxes to Grade/Clean Up Lids and boxes set to grades provided by owner.	1.00	LS	
07	Disconnect & Abandon Existing Septic Tank In Place	1.00	LS	
08	Pull required Permits (excludes Engineering, Drawings and Soil Samples)			
Total:				<u><u>58,000.00</u></u>

Attachment Enclosed

Job Conditions - Attachment 'A'

Septic Tank & Leach Field Installation

Exclusions

- Engineering or construction staking.
- Inspection, permits, fees, or testing.
- Relocation, removal or replacement of existing utilities.
- Repair or replacement of existing utilities that have not been identified by Owner prior to construction work and are damaged in the course of Contractor's work.
- Pot holing or finding any public or private utilities, including, but not limited to gas, phone, water or electricity.
- Removal or handling of hazardous, contaminated or buried materials.
- Winter maintenance, erosion control and other work required by a SWPP plan.
- Landscape and irrigation work.
- Concrete work.
- Construction Water.
- Asphalt or concrete restoration.
- Overexcavation of unstable soils.
- Dewatering.
- As-built drawings.

Qualifications

- Using the adjacent property as a borrow/disposal site
- Placing all strippings in the rear of the lots or in landscape areas.
- Providing dust control only when WEG crews are physically working on the project.
- Prices may need to be revised to reflect any changes shown on the final approved plans.
- This a unit price proposal. Total amount due shall be based upon the unit price and actual quantities performed.
- Working five eight hour shifts per week.
- One move-in for each major phase of work.
- Additional work at cost plus 15% or at a mutually agreed upon price.
- Proposal is contingent upon execution of a mutually agreeable contract which would include the above conditions.
- Proposal valid for 30 days.

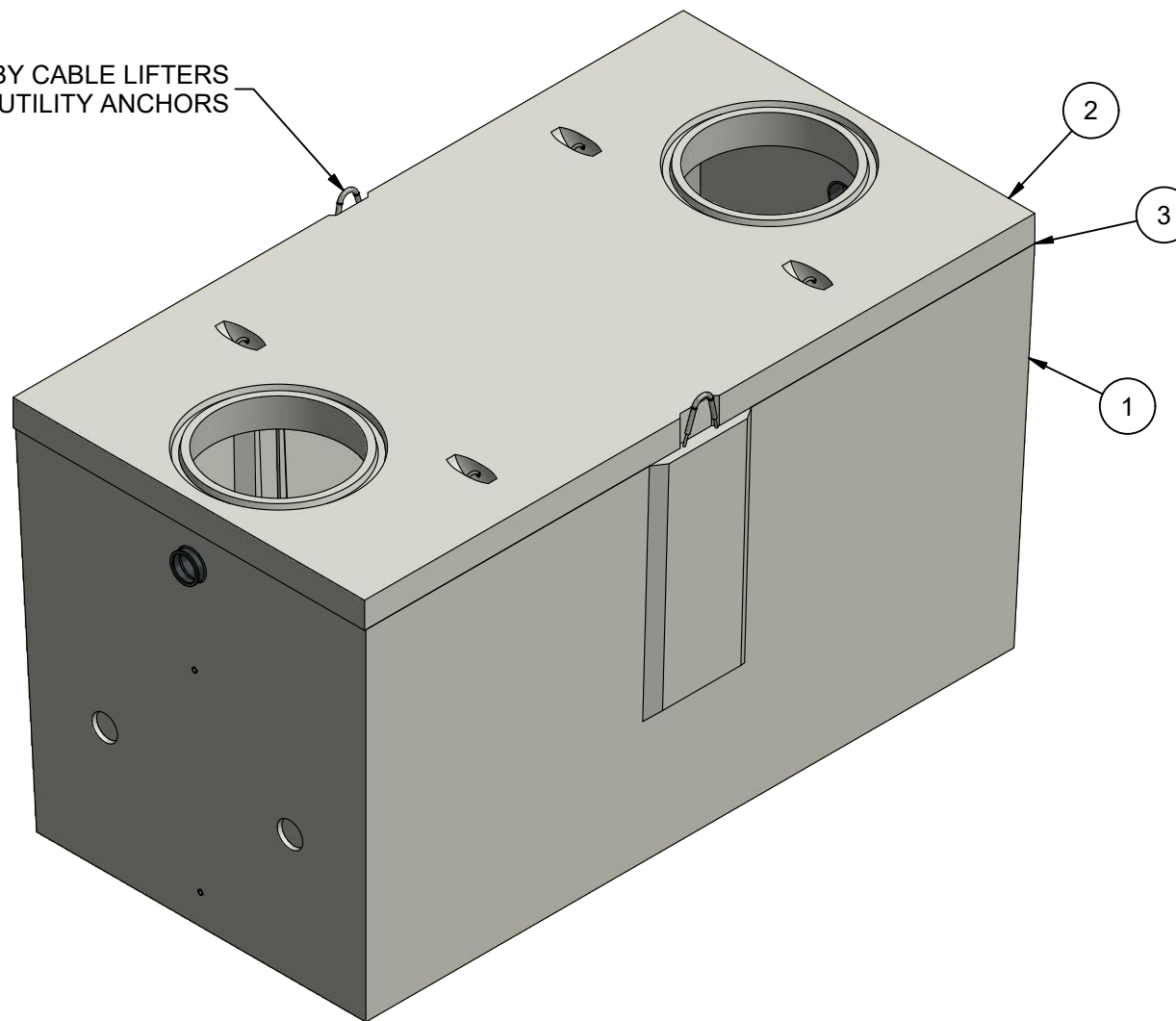
DESIGN NOTES

- MINIMUM EXCAVATION SIZE: 11'-8" X 6'-7" DEPTH REQ'D.
- FOR COMPLETE DESIGN AND PRODUCT INFORMATION CONTACT JENSEN PRECAST.

BILL OF MATERIALS

ITEM	QTY	PART NUMBER	DESCRIPTION
1	1	200015857	Tank JP 1500 Gallon 4 Inch Rect. Bottom Section Single Baffle
2	1	200014202	Tank JP 1500 Gallon x 5 Slab Top 24 EE
3	3	100013648	SEALANT JOINT BUTYL RUBBER ASTM C-990 AND M198 CS-102 1IN EQUIV X14.5FT PER ROLL

ASSEMBLY TO BE LIFTED BY CABLE LIFTERS
NOT BY UTILITY ANCHORS



ISO LAYOUT

LIFTING NOTES

- FIELD INSTALLATION: PLANT DEMOLDING: MINIMUM HANDLING CONCRETE STRENGTH F_c = 2500 PSI RIGGING EQUALIZER REQUIRED TO EQUALIZE LOAD TO 2 LIFTING POINTS WITH A SLING ANGLE OF 90°

BURY DEPTH:	1.1' - 6.0' to Top of Top Slab		
WATER LEVEL:	Below Structure	WEIGHT:	15580.01 Lbs
DESIGN SPEC:	ASTM C890, ACI 318	LOADING SPEC:	A-16 (AASHTO HS20-44)
REINFORCEMENT TYPE:		LIFTING TYPE:	Cable

REVISION HISTORY

REV	DESCRIPTION	DATE	BY
A	DRAWING CREATED	11/20/2018	T.Larson
B-1	TOP SLAB LIFTING UPDATED	1/29/2021	T.Larson



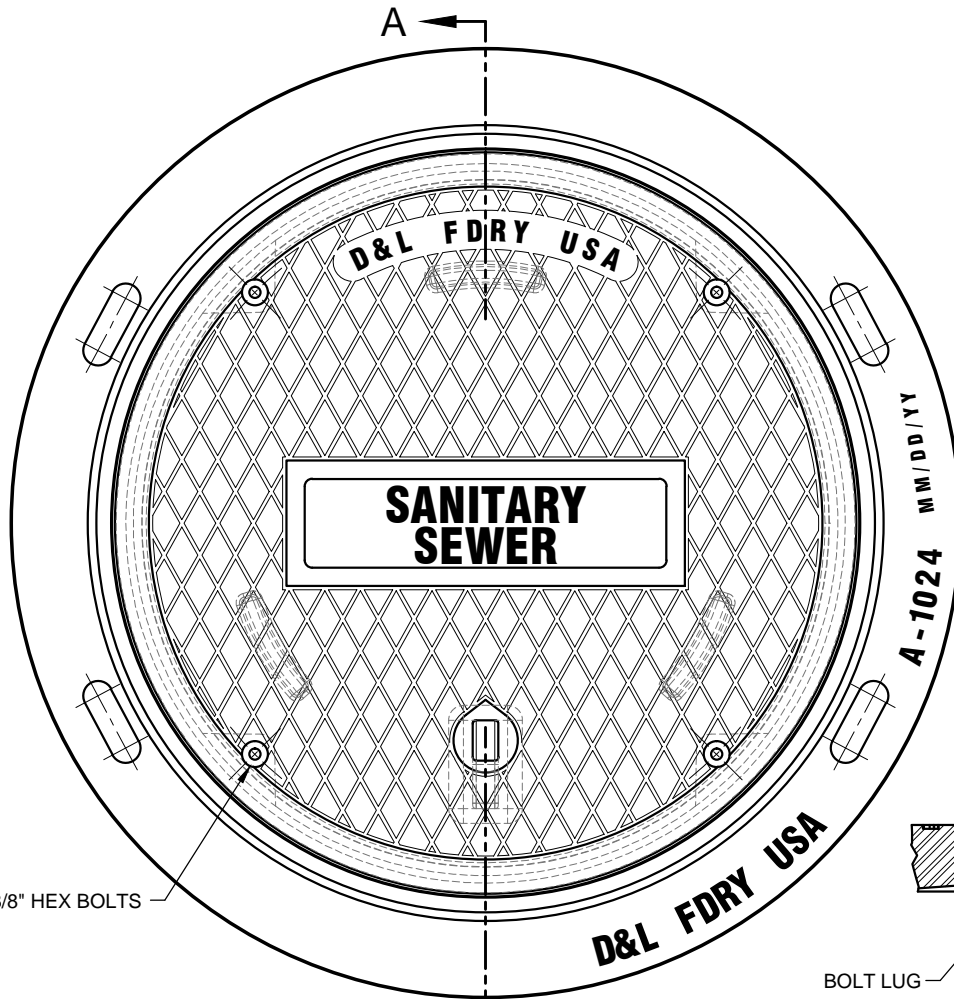
WWW.JENSENPRECAST.COM

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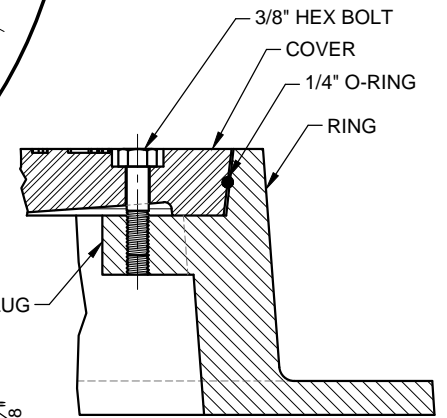
DESCRIPTION:		Tank JP 1500 Gallon 4 Inch Assembly EE Single Baffle		REV:	B-2
LAYOUT REVIEW					
PART NUMBER:	200018452	DRAWN BY:	M.Vallarino	SHEET:	
CREATED:	11/20/2018	MODIFIED:	3/15/2021	1 OF 1	

200018452.dwg

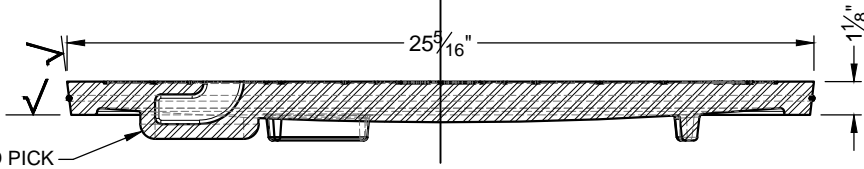
A-1024



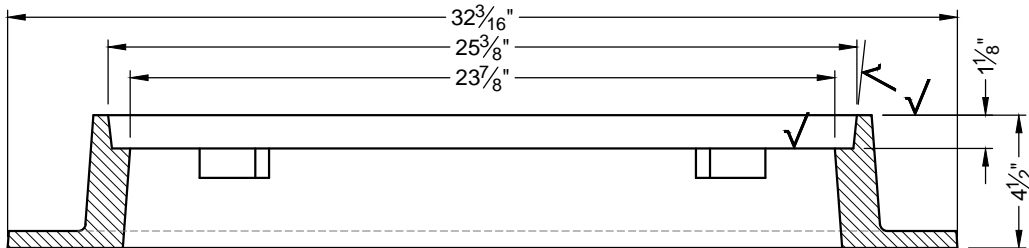
(4) 3/8" HEX BOLTS



TYPICAL, BOLTED CONNECTION DETAIL



(1) CLOSED PICK



MADE IN USA

SECTION A-A
VIEW IS ROTATED

CONFIDENTIALITY STATEMENT

D&L Supply Co. (DLS) claims proprietary rights to the information disclosed in this document. The document is issued for information only and may not, in part or in whole, be reproduced or disclosed to anyone without the direct written consent of DLS. Dimensions are for reference ONLY. DLS reserves the right to change dimensions and or weights at its own discretion.

Washington Sales:
(509) 766-3131 Fax: (509) 765-8124
California Sales:
(707) 557-4525 Fax: (707) 557-4655
Utah Sales:
(801) 785-5015 Fax: (801) 785-0835



DRAWN BY: CDILLEY	DATE: 3/16/2015
PRODUCT NUMBER:	MATERIAL TYPE:
COVER: A-1024-16	GRAY IRON: ASTM A-48 CL 35B
RING: A-1024-R3	GRAY IRON: ASTM A-48 CL 35B
MEETS:	H20 / HS-44 LOADING
B:_D&L SUPPLY CO_WA-A-1024A-1024-R3_A-1024-16.DWG	

√= INDICATES MACHINED SURFACE



Drain Time Inc.
9880 Waterman Rd #140
Elk Grove, CA 95624

BILL TO

Jessie Elquist
52810 netherlands ave
Clarksburg, CA 95612 USA

ESTIMATE 427660	ESTIMATE DATE Nov 01, 2023
---------------------------	--------------------------------------

Home Improvement Contract
License #1106923

JOB ADDRESS

Jessie Elquist
52810 netherlands ave
Clarksburg, CA 95612 USA

Job: 1265

Technician: Jarod Schnetz

Technician: Tommy Angiano

DESCRIPTION OF THE PROJECT & DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED & EQUIPMENT TO BE INSTALLED

Jessie Elquist: Estimate to install a new 1500 gallon septic tank and leak lines.

1. We will first get a perk and mantel test completed.
2. We will pull all permits needed.
3. We will excavate the area for the new septic tank and for the new leak lines.
4. We will install a new 1500 gallon septic tank. We will connect the main sewer line from the building to the new septic tank.
We will install a new distribution box on the outlet of the new septic tank. We will install 3 new leak lines from the distribution box out approximately 50' feet. We will install gravel for the new leak lines.
5. We will install new risers with lids for the new septic tank.
6. Once inspection is complete, we will backfill all soil.

Warranty: 5 year parts and labor warranty

TASK	DESCRIPTION	QTY
CPR-8.00.0000	Install new 1500 gallon septic tank and leak lines.	1.00

POTENTIAL SAVINGS	\$0.00
SUB-TOTAL	\$113,986.00
TAX	\$0.00
CONTRACT PRICE	\$113,986.00

Thank you for choosing Drain Time Inc.

CONTRACT PRICE: \$113,986.00

APPROXIMATE START DATE: 11/1/2023

APPROXIMATE COMPLETE DATE: 11/1/2023

ANY CHANGES IN THE SCOPE OF WORK OR EXTRA WORK MUST BE CONFIRMED IN WRITING BY BOTH THE CONTRACTOR AND HOMEOWNER IN ADVANCE OF THE WORK COMMENCING. EXTRA WORK OR A CHANGE ORDER IS NOT ENFORCEABLE AGAINST YOU UNLESS THE CHANGE ORDER ALSO IDENTIFIES ALL OF THE FOLLOWING IN WRITING PRIOR TO THE COMMENCEMENT OF ANY WORK COVERED BY THE NEW CHANGE ORDER: (I) THE SCOPE OF WORK ENCOMPASSED BY THE ORDER; (II) THE AMOUNT TO BE ADDED OR SUBTRACTED FROM THE CONTRACT; AND (III) THE EFFECT THE ORDER WILL MAKE IN THE PROGRESS PAYMENTS OR THE COMPLETION DATE. HOWEVER, FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS PARAGRAPH DOES NOT PRECLUDE THE RECOVERY OF COMPENSATION FOR WORK PERFORMED BASED UPON LEGAL OR EQUITABLE REMEDIES DESIGNED TO PREVENT UNJUST ENRICHMENT.

DOWNPAYMENT

THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.

THE SCHEDULE OF PROGRESS PAYMENTS MUST SPECIFICALLY DESCRIBE EACH PHASE OF WORK, INCLUDING THE TYPE AND AMOUNT OF WORK OR SERVICES SCHEDULED TO BE SUPPLIED IN EACH PHASE, ALONG WITH THE AMOUNT OF EACH PROPOSED PROGRESS PAYMENT. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

YOU, THE HOMEOWNER (BUYER) OR TENANT HAVE THE RIGHT TO REQUIRE THE CONTRACTOR TO FURNISH YOU WITH A PERFORMANCE AND PAYMENT BOND, HOWEVER THE CONTRACTOR CAN REQUIRE YOU TO PAY FOR THAT BOND.

INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD (CSLB)

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

VISIT CSLB's website at www.cslb.ca.gov

CALL CSLB at 1-800-321-CSLB (2752)

WRITE CSLB at P.O. Box 26000, Sacramento, CA 95826

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Drain Time Inc. as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. **THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED.** I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Sign here

Date

THREE DAY RIGHT TO CANCEL

You may cancel this transaction without any penalty within three business days of the signed contract.

Sign here

Date

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2023

Attachments: 2

From: Tammy Busch, Asst. Superintendent of Business Services

Item Number: 25

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

SUBJECT:

Request to Award a Contract to S&S Fencing Company for the Bates Elementary School Fencing Project

BACKGROUND:

The Bates campus is open and needs to be enclosed with fencing for the safety of students and staff. The new fence will separate the campus playground from the public parking lot.

STATUS:

RGMK has obtained a proposal for construction services from S&S Fencing Company.

PRESENTER:

Tammy Busch, Asst. Superintendent of Business Services and Katherine Wright,
Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Maria Denney and Ralph Caputo, RGM Kramer

COST AND FUNDING SOURCES:

Measure K not to exceed \$24,990

RECOMMENDATION: Staff recommends:

1. The Board approves the attached contract for S&S Fencing Company in the amount of \$24,990.

Time allocated: 3 minutes

Agreement

S&S Fencing Company Inc.

Amount: \$24,990.00

This attachment amends the District's Purchase Order Terms and Conditions for small contract purposes. The Terms and Conditions are as follows:

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California.
2. **SELLER'S INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain: purchase order number and date, descriptions of items, sizes, quantities, unit prices, extended total, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the vendor or person furnishing the supplies or services. Every invoice shall be properly itemized.
3. **CHANGES:** No change or modification in terms, quantities, or specification may be made without express authorization from the District. This will be followed by a written change order. No other departments/schools, officer, or employee may authorize changes.
4. **OSHA REQUIREMENTS:** All equipment shall conform to the Safety Orders of the California Division of Industrial Safety and to current OSHA requirements.
5. **AGREEMENT AUTHORITY:** It is understood that the aforementioned terms and conditions are the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or agreements, oral or written, and all other communications between the parties relating to the subject matter hereof.
6. **PREVAILING WAGES:** For all public works contracts in excess of \$1,000.00, contractor shall pay prevailing wages in accordance with Labor Code Section 1770 *et seq.*
7. **PAYMENT AND PERFORMANCE BONDS:** Contractor agrees to furnish a 100 % Performance Bond and a 100% Payment Bond in a form acceptable to the District. (This section does not apply if this contract is less than \$25,000.)
8. **EMPLOYMENT OF APPRENTICES:** Contractor agrees to comply with all provisions of the law regarding the employment of apprentices. (Labor Code §§, 1777.5 and 3077 *et seq.*) These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one (1) apprentice for each five (5) journeyman hours, unless an exemption is granted, and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age. Only apprentices who are in training under written apprenticeship agreements will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions for all apprenticeable occupations rests with the Contractor. (This section does not apply if this contract is less than \$30,000)
9. **INSURANCE:** Without limiting Contractor's indemnification duties, it is agreed that Contractor shall maintain in force at all time during the performance of the contract the policies of insurance hereinafter described:
 - a. Contractor shall secure and maintain in force during the term of this contract a comprehensive General Liability policy, including broadform property damage and automobile liability insurance, with combined single limits of One Million Dollars (\$1,000,000.00).
 - b. Contractor shall maintain a policy of workers' compensation insurance as required by Labor Code sections 3200 *et seq.*
 - c. Any deductibles or self-insured retention must be declared to and approved by the District in its sole discretion.
 - d. Insurance afforded under the Contractor's policy is primary and any insurance maintained by the District shall apply, if required by law, in excess of, and not contributory with, insurance required under the terms of this contract.
 - e. Insurance carriers must provide at least thirty (30) days to the District prior to cancellation, failure to renew, or other termination.

- f. Certificates of insurance evidencing the existence of coverage shall be filed with the District prior to commencement of work and not later than ten (10) calendar days after the date of this contract. Such certificates shall affirm the carrier's duty to provide notice pursuant to this contract.
 - g. **The River Delta Unified School District, its trustees, officers, officials, employees, agents, volunteers, architect, construction manager and consultants shall be named as an additional insured on the policies by endorsements that shall be attached to the Certificate as proof of Insurance.**
10. LICENSES AND PERMITS: The Contractor shall, at his own expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and the preservation of the public health and safety. The Contractor shall pay for all taxes on materials and equipment. The District is exempt from Federal Excise Tax and Contractor shall not pay such tax on any item under this Contract.
 11. DIR REGISTRATION: California Law requires that all contractors and subcontractors bidding on Public Works Construction Projects be registered with the Director of Industrial Relations (DIR) prior to submitting a bid and pay a \$300 annual fee to the DIR. Additional information is available on the DIR's website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html> and contractors may register and pay their fee on-line.
 12. SAFETY / INSPECITON: The Contractor shall at all times maintain proper facilities and provide safe access for inspection by the District to all part of the work, and to the shops wherein the work is in preparation. Where the specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the Superintendent, or his representative, of its readiness for inspection, and without the approval thereof, or consent thereto by the latter. Should any such work be covered up without such notice, approval or consent, it must, if required by the Superintendent, or his representative, be uncovered for examination at the Contractor's expense.
 13. HOLD HARMLESS: Contractor shall indemnify, hold harmless and defend District and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorney's' fees, arising out of or resulting from Contractor's performance of the Work, or work performed by Contractor's agents or employees, or subcontractors employed on the project, their agents or employees, or products installed on the project by Contractor or subcontractors, excepting only such injury or harm as may be caused solely and exclusively by District's fault or negligence. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work.
 14. CONTRACTOR'S LICENSE: Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, and P.O. Box 26000, Sacramento, California 95826.
 15. NO DISCRIMINATION: It is the policy of the District that in connection with all work performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Sections 1735, 1777.5, 1777.6, and 3077.5. In addition, the Contractor agrees to require like compliance by and subcontractors employed on the work.
 16. THE PURCHASER IS AND EQUAL OPPORTUNITY, AFFIRMATIVE ACTION EMPLOYER.

Contractor (Print)

Contractor (signature)

Date:

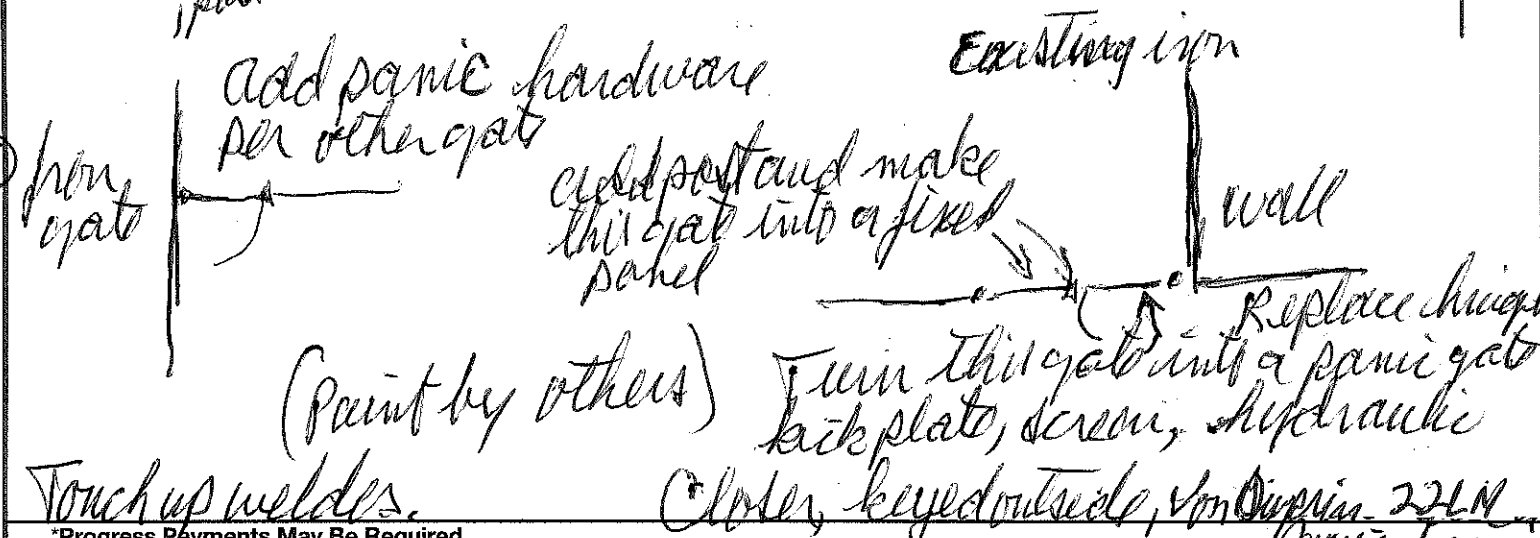
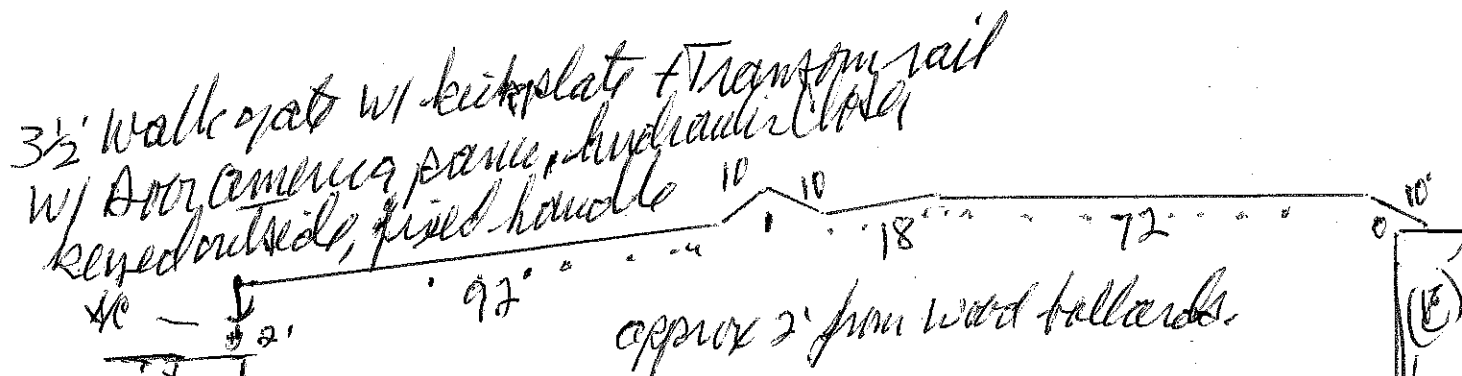
Rachel

Project Name & Address: **REMK** Phone: **925-899-8535** **S & S Fence Company Inc.**
 Name: **REMK** fencing-contractors.com
 Street: **180 Praemasing Ave**
 City: **Courtland** State: **CA** Zip: _____
D.V.B.E./S.B.E. 7448 Reese Road
 Contractor License #910283 Sacramento, California 95828
 Insured • Bonded 916-682-1100 / FAX 916-682-4433

Total Length	Total Height	Fabric Gauge	Diam. Term. Posts	Diam. Gate Posts	Diam. Line Post	Top Rail	Bracing	Barb/Raz	Line Post Spacing	Set Instr.
218'	6'	11ga	2 3/8	2 7/8	1 7/8	1 5/8	/	/	10'	2'
Total			dish40	dish40	dish40	dish40				10' dia

Prevailing Wage
 Pre Lien
 Water / Electrical Avail.
 Needs USA Called
 Meet Cust. At Site
 Corners Marked
 Obstructions Marked
 Haul Off Dirt
 Salvage

Billing Name: **218'** Billing Address: **709 Tension Wire bottom**
 Comments: **CL** Gates/Locks/Hold Backs: **1-walk gate w/ panic**
iron **convert gate to panic.**
 Diagram: **NO 211120**



*Progress Payments May Be Required

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of: **Expanded steel screen is** dollars (\$ **24,990.00**) with payment to be made as follows: **(3)**
included in bid to prevent reach around gates.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. This proposal subject to acceptance within **30** days and is void thereafter at the option of the undersigned. Terms of invoices are net 30 days. All bills not paid within 30 days will incur a 1.5% late charge.
 *If contract is not paid in full within 30 days property is subject to lien.

Date of Proposal **10-31-23** Authorized Signature **[Signature]**

ACCEPTANCE OF PROPOSAL

The above prices, specifications, payment terms and conditions are hereby accepted. S & S Fence Company is authorized to perform the work as described above. Upon acceptance of proposal, please sign and return white copy.

Signature _____ ** Date _____
 Accepted this _____ day of _____.

****Customer Please Note**** It is the responsibility of the customer to clearly mark sprinkler lines. Broken sprinkler lines not marked will be repaired at the expense of the customer. S & S Fencing will exercise caution to those areas marked.

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2023

Attachments: 4

From: Tammy Busch, Asst. Superintendent of Business Services

Item Number: 26

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

SUBJECT: District Office Miscellaneous Repairs

BACKGROUND:

Request to Approve Needed Repairs at the District Office, Including Roof, Exterior Stairs, Ceiling Tiles, Interior Painting and the Replacement of Two Windows

STATUS:

RGMK has obtained proposals from contractors to perform various scopes of work. Before the windows can be removed, they need to have lead and asbestos remediation.

Professional Asbestos & Lead Services LLC (PALS) has provided a proposal to perform this work.

Construction West has provided a proposal to repair exterior concrete stairs.
Construction West has provided a proposal to replace damaged and stained ceiling tiles, paint walls and install two (2) new windows.

Clark Roofing has provided a proposal for roof repair.

PRESENTER:

Tammy Busch, Asst. Superintendent of Business Services and Katherine Wright,
Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

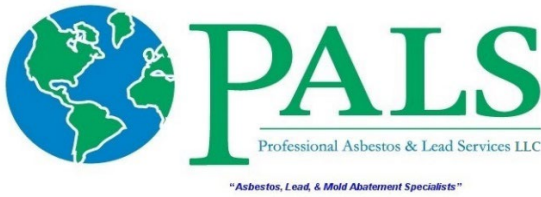
Maria Denney and Ralph Caputo, RGM Kramer

COST AND FUNDING SOURCES: \$51,354 funded by RRMA

RECOMMENDATION: Staff recommends:

1. The Board approve the attached proposal from PALS in the amount of \$2,932.
2. The Board approve the attached proposal from Construction West in the amount of \$27,118.
3. The Board approve the attached proposal from Construction West in the amount of \$14,304.
4. The Board approve the attached proposal from Clark Roofing in the amount of \$7,000.
5. The Superintendent or designee be authorized to approve additional miscellaneous expenses in accordance with existing Board policy as may be required to complete the project.

Time allocated: 3 minutes



PROPOSAL# MB23093

10/10/2023

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

Attn: Jessie Elquist
 Phone: 925-787-0811
 Email: jessiee@rgmkramer.com

Project: RDUSD Window Abatement

We propose to furnish all materials, labor, disposal, and permits necessary to complete the following scope of work according to regulatory agencies and as specified below.

Abatement/Demo Scope of work:

- 1.1 Work will need to be performed on a Saturday due to blocking off a high traffic area.
- 1.2 All movable/salvage items are to be removed from work area prior to PALS arrival to jobsite.
- 1.3 PALS will set up, contain, and install engineering controls as per regulations.
- 1.4 PALS will utilize wet methods during the removal process.
- 1.5 PALS will properly manifest and transport the waste to a certified landfill for disposal.
- 1.6 Power and water to be provided to jobsite at no cost to PALS.
- 1.7 Pricing is based on current overtime prevailing wage rates.
- 1.8 **PALS will remove and dispose of the following asbestos/hazardous materials only as described below:**

Material	Location	Approx. Qty.
Loose and flakey paint	Exterior Horizontal Window Sill	1 SF
Wooden Window Trim	Interior Window	8 LF

Exclusions:

- 2.1 Adherence to Specifications, procedures or other requirements submitted to PALS after the execution of this proposal.
- 2.2 Any additional work, costs or expenses caused by delays by the Client or others which are beyond the control of PALS.
- 2.3 Costs for additional work caused by hidden obstructions or conditions caused by floors, walls, slabs, ceilings, or other portions of the property not observed prior to the execution of this proposal.
- 2.4 MEP termination or demolition
- 2.5 Floor preparation
- 2.6 Material sampling
- 2.7 Permits (other than OSHA)
- 2.8 Clearance Sampling/consulting fees
- 2.9 Disposal of RCRA and Non RCRA waste
- 2.10 Any items not specifically called out on the Survey report provided to PALS at the time this proposal was created.

ADD/ALT:

- 3.1 N/A

Owner/Contractor will pay PALS LLC, the following for the above-described project:

\$2,932

Matthew Berube
 For PALS, Inc.

10/10/2023
 Date

Acceptance of proposal: The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

 Owner/ Owner's Rep.

 Date

TERMS AND CONDITIONS

Proposal Expiration.

The offer to perform the work for the price and terms set forth in the Proposal and Agreement is valid for thirty (30) days and may be contingent upon a satisfactory credit report. The Proposal shall be attached and incorporated by reference into any subcontract returned to Subcontractor for signature.

Scope of Work.

Items not expressly included in the attached Proposal shall be deemed excluded from PALS' scope of work, including, without limitation: Layout, traffic control; permits; utilities; air quality control and monitoring; erosion control; including without limitation, blocking storm drains, or catch basins; water or dust barriers; patching; shoring; access to work area; safety rails/barriers; protection of open areas resulting from saw cuts, core holes, demolition or excavation work performed by PALS and directed by others, or open areas; protection from water, dust damage or staining; water for dust control; and hazardous conditions, including removal. PALS shall only be bound to the schedule for work as stated in bid or Proposal or according to a schedule which PALS and Owner/Contractor have expressly approved in writing.

Hazardous Materials Removal.

Hazardous waste, and/or contaminated debris, will be transported by PALS, or its authorized agent. PALS is a licensed and certified hazardous waste transporter and waste will be transported in accordance with the EPA, AQMD, DTSC, and the California Highway Patrol. All Hazardous waste will be disposed of at a state certified landfill.

Hazardous Waste Manifest.

The hazardous waste manifest will designate the owner of the Property as the generator. The owner will be responsible for obtaining an asbestos generator EPA ID number if the materials are classified as RACM. This number can be obtained from the following link: <https://tempid.dtsc.ca.gov/Default.aspx>. The Owner authorizes PALS to act as their agent in signing the manifest and related documents if no one is available.

Limitation of Liability.

(a) IN NO EVENT SHALL PALS BE LIABLE TO CONTRACTOR/OWNER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY LIQUIDATED, CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT PALS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL PALS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO PALS FOR THE SERVICES PROVIDED.

(b) The limitation of liability set forth herein shall not apply to liability resulting from PALS' gross negligence or willful misconduct.

(c) Contractor or Owner, as the case may be, should expect a minimum amount of damage or marring from the abatement process as a result of tape and adhesive which may be used to isolate the work areas. PALS shall not be responsible for such damage. Further, if it is necessary for PALS to remove fixtures and/or cabinets in order to access the asbestos containing material, PALS will not be responsible for any damage to or replacement of these materials.

Commencement and Progress of Work; Delay.

PALS will prosecute the work diligently to completion and will conform to any progress schedule established by Contractor or Owner. PALS will coordinate work with Contractor or Owner and other subcontractors so that there will be no delay to or interference with other work on the project. PALS shall not be liable for delays in its commencement of the Work caused by the Contractor, Owner or other subcontractors.

Material Price Increase.

In the event that there are significant increases in the prices for materials, supplies, fuel and/or equipment (collectively, "Materials") for the work to be performed hereunder, between the date of this proposal and the date such Materials are purchased, PALS shall be entitled to additional compensation as described herein. A Significant Price Increase shall be defined herein as an increase as to any specific items of Materials of twenty percent (20%) or more. In the event a significant increase in price occurs, the contract price shall automatically be increased, a change order may be issued, and Owner/Contractor agrees to pay to PALS the increased contract price. Upon reasonable request by Owner/Contractor, PALS is entitled to demonstrate a Significant Price Increase through the use of quotes, supplier list prices, invoices, or receipts. PALS shall in no way be responsible for increased prices of materials when caused by delays shortages, or unavailability of materials due to conditions not caused by PALS.

Payment.

All payments, including payments for extra work or payments hereunder, shall be made in accordance with the California Civil Code, prompt payment statutes, but in no event shall payment be made later than ten (10) days from the date Contractor receives payment for the work to be performed or within thirty (30) days of request for payment to Owner. In addition to any other remedies available, work not paid for in a timely fashion shall be subject to a late charge of 2%, compounded monthly and any unpaid amounts shall be subject to interest at 18% per annum. In the event PALS is forced to file a claim or lawsuit in order to enforce any agreement and/or collect any fees due hereunder, Owner or Contractor will be responsible for all such fees, including any and all reasonable attorney's fees. Notwithstanding anything herein to the contrary, PALS shall have the right to stop work in the event it fails to receive payment for any work following 45 days after satisfactory performance thereof. Payments shall not include a deduction for retention unless otherwise agreed in writing.

Back Charges and Opportunity to Cure Defects.

Back charges will not be paid unless Owner/Contractor: (a) notifies PALS within seventy-two (72) hours of discovery of a defect in PALS' work; (b) PALS provides written approval before any remedial work is performed; and (c) Owner/Contractor provides PALS a reasonable opportunity to cure the alleged defect. Back charges may not be deducted from payments due; back charges instead will be billed.

Indemnification.

To the greatest extent permitted by law, Owner and Contractor agrees to defend, indemnify, and hold harmless PALS and its employees, agents, and officers from and against all claims and suits by Owner/Contractor or third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, PALS' performance under this Agreement, including all allegations of negligent or intentional acts on the part of PALS, its officers, employees, agents, subcontractors, licensees, or invitees, except for the gross negligence or willful misconduct on the part of PALS.

Access to Area of Work.

The party accepting this Agreement agrees to ensure that the area of work is free of vehicles, garbage bins, storage bins or other blocking items, or water which would prevent the work called for in this Agreement. Should PALS be prevented from commencing work because of vehicles, garbage bins, storage bins or other blocking items, or wet or damp conditions, or other customer related activity, the accepting party agrees to pay PALS the sum of \$850.00, which the parties agree is a fair and reasonable calculation of PALS costs for coming to the work site. The area in which the asbestos is to be removed will be occupied by PALS' personnel or its authorized agents and will be off limits to any and all persons during the entire abatement process. Proper signage will be posted.

Default and Termination.

If Contractor or Owner fails to perform in accordance with this Agreement, PALS shall give Contractor or Owner notice of such default, including a description of the default. If Contractor or Owner fails to cure the default within 72 hours after the notice (time being of the essence), PALS may terminate this Agreement. Contractor or Owner shall promptly pay, but within thirty (30) days of termination of this Agreement, PALS for all work performed.

I have read and understand the "terms and conditions" as stated above:

Please Initial _____



Construction West

Services, Inc.

Lic #964217

RGMK

Attention: Cade Roper

10/11/23

Re: Rio Vista, District office repairs

Construction West is pleased to submit our proposal for the above-referenced project. Our proposal is based upon the information received and our (2) site visit, materials, labor, and other clarifications listed below.

Scope of work

Repair damaged and stained acoustic ceiling tiles in **Main hallway**. 5' on walls and ceiling complete. Repaint the **Main hallway** acoustical tile only. (white)

"Prior to final painting the intent on the repairs is to replace the damaged tile that is buckled, and mis formed, prime and seal blocker on the water damaged tile."

Price for this work

\$ 7,171.00

Repair the balance of the acoustical tile **throughout all offices**, 5' on walls and ceilings completely. Repaint all acoustical tiles. (White)

"Prior to final painting the intent on the repairs is to replace the damaged tile that is buckled, and mis formed, prime and seal blocker on the water damaged tile."

Price for this work

\$ 19,917.00

Spot repairs and touch up of areas repaired, **throughout all offices**, 5' on walls and ceilings completely. Identified by pictures sent 10/10/23.

Price for this work

\$ 15,728.00

Furnish and install two new single Low E, dual pane, vinyl frame, single hung windows into lower portion of existing frame, repair visible dry rot and replace trim removed by others, repaint new interior trim and sill plate on the exterior to match existing color, CWSI to demo the aluminum frame part only ready to accept new windows (*interior dry rot and paint removal is by others*)

Price for this work

\$ 3,429.00

Depending on the items selected and approved please add 3% for bonding if required.

The proposal is based on work being done during off hours.

Exclusions: Permits and fees, bonding, and any work other than listed in the above scope.

We appreciate the opportunity to present our proposal and thank you for your consideration of Construction West Services, Inc. Please feel free to contact us with any questions.

Sincerely,

Alistair Kettlewell

Alistair "Scotty" Kettlewell
President

Bonding amount: \$790.00
Total contract amount: \$27,118.00

837 Arnold Dr. Suite 220
Martinez, CA 94553
925 387 8177



Construction West

Services, Inc.

Lic #964217

RGMK

Attention: David Adams

10/11/23

Re: Rio Vista, District office repairs, exterior entry stairs

Construction West is pleased to submit our proposal for the above-referenced project. Our proposal is based upon the information received and our (2) site visit, materials, labor, and other clarifications listed below.

Scope of work

Patch and repair cracked stairs and repaint stairs and landing to match existing colors.
Prep prime and repaint handrails black to match existing.

****Note** Existing railings are rusted and rotted will perp and paint to best of our ability.**

Price for this work

\$ 9,824.00

Saw cut and remove top portion of stairs, (4) treads, avoid damaging iron fencing, dowel into existing concrete, add base rock and recompact, form and pour to match existing finish.
Prep prime and repaint handrails black to match existing.

****Note** Existing railings are rusted and rotted will perp and paint to best of our ability.**

Price for this work

\$ 14,304.00

Demo existing stairs, and handrails, existing landing to remain.
Form and pour new stairs to match the existing layout.
Repaint new work and existing landing to match existing colors.
Furnish and install new pipe handrails paint black to match existing.

Price for this work

\$ 27,118.00

Depending on the items selected and approved please add 3% for bonding if required.

The proposal is based on work being done during regular hours; entry will be closed off during this work.

Exclusions: Permits and fees, bonding, and any work other than listed in the above scope.

We appreciate the opportunity to present our proposal and thank you for your consideration of Construction West Services, Inc. Please feel free to contact us with any questions.

Sincerely,

Alistair Kettlewell

Alistair "Scotty" Kettlewell
President

837 Arnold Dr. Suite 220
Martinez, CA 94553
925 387 8177

Clark Roofing, Inc.

Lic. No. 461137

2076 Acoma Street • Sacramento, CA 95815-3507 • OFFICE: (916) 929-3311 • FAX: (916) 929-3321

Date: Thursday, October 19, 2023

Project: Rio Vista School District

Attention: Jessie Elquist

DIR#	Spec Section	Prevailing Wage	Addenda	Tax Incl.	Installed	F.O.B
1000024627	Division 7	YES	N/A	YES	YES	YES

Scope of Work - Repair lower roof above storage closet

- 1 Remove old 2 piece counter metal from wall to expose cap sheet
- 2 Furnish and install mastic in 3 course fashion with webbing to top of cap sheet behind counter metal
- 3 Repair stucco wall above roof at corners of parapet wall to the top of the upper roof deck with competition material and paint after curing of the material used (Stucco Patch , Stucco caulking)
- 4 Furnish and install mastic to upper roofs parapet wall in 3 course fashion with webbing about 5 feet out from both corners approx. 20'
- 5 Furnish and install new 2 piece counter metal to area where old metal was removed attached 2" to 3" higher with the counter metal flush with old exposure
- 6 Provide Clark Roofing Inc. 2 year Contractor Warranty

Proposed Costs \$ **7,000.00**

EXCLUSIONS

- 1 Lead and architectural metal not listed above
- 2 Sheet metal components not listed above
- 3 Wood and Carpentry not listed above
- 4 Permits & Fees
- 5 Mold

Note: This proposal may be withdrawn by us if not accepted within -15- days

Signed

Destin Tabatt
Estimator
Dtabatt@clarkroofinginc.com

Date Thursday, October 19, 2023

ph: (916)929-3311
fx: (916)929-3321

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2023

Attachments: 2

From: Tammy Busch, Asst. Superintendent of Business Services

Item Number: 27

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

SUBJECT:

Request to Approve Needed Repairs at the Rio Vista High School (RVHS) Workshop, Including Leaking Skylights, Electrical and Dust Collection Systems

BACKGROUND:

The Woodshop at Rio Vista High School is in need of repairs. Leaks from the skylights, have damaged electrical systems and the dust collection system at the RVHS woodshop.

STATUS:

The wood shop is closed to students until these repairs are made. RGMK has obtained proposals from contractors to perform various scopes of work.

East County Glass has provided a proposal to replace six (6) panes of broken glass and seal ninety-six (96) existing skylights.

Steve Smith has provided a proposal for electrical services including repair of outlets, repair of electrical for dust collector/install new motor starter with electric overload and service & lubricate and install two (2) new belts; new panel and circuit wiring.

Pricing to replace the dust collection system is in progress and will be brought to the Board at a future meeting.

PRESENTER: Tammy Busch, Asst. Superintendent of Business Services and Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Maria Denney and Ralph Caputo, RGM Kramer

COST AND FUNDING SOURCES: \$35,842 Measure J Bond Funds

RECOMMENDATION: Staff recommends:

1. The Board approves the attached proposal from East County Glass in the amount of \$28,907.
2. The Board approves the attached proposal from Steve Smith in the amount of \$6,935.

Time allocated: 3 minutes

BID PROPOSAL

November 3, 2023

RGM Kramer

3230 Monument Way

Concord, CA 94518

Attn: Cade Roper

cade.roper@rgmkramer.com



Project: Rio Vista High School – Seal Wood Shop Skylights – Prevailing Wage

We are pleased to provide you with a proposal for this project.

Scope of work: Replace/Seal Glass in Existing Skylights

Supply and install 6 ea. 5/16" Heat Strengthened Clear Laminated Glass. Seal ALL Glass in Skylight Frames (approx. 96) Using Pecora 895 Limestone Sealant

Disclaimer: There is a risk that some of the glass adjacent to items being replaced will crack or chip during this process, as well as while applying sealant. This additional expense would not be covered by us.

Pricing includes 4 technicians x 3 days @ Prevailing wage and scissor lift rental.

Materials, Tax, & labor \$28,907.00

Qualifications:

1. A 10% deposit is required to proceed with a completed property information form or executed contract.
2. This proposal is good for 30 Days. Pricing will need to be revisited beyond that.
3. All work is figured as installed during normal working hours, Monday through Friday.
4. Includes Payment & Performance Bonds.
5. Acceptance of a contract is based upon mutually agreeable terms.
6. **Standard One [1] Year Warranty only on work performed.**
7. All materials are covered by their individual manufacturer's standard warranties.
8. GC to provide temporary power service to all work areas, at no cost to East County Glass and Window.
9. GC to provide sanitary facilities at no cost to East County Glass and Window.

Exclusions:

1. Water spray tests and reports.
2. Final cleaning, and protection of installed materials.
3. Replacement of breakage or damage.
4. Bonds, Permits, Fees, etc.
5. Abatement, handling, and/or disposal of any hazardous materials.
6. Any materials and/or labor not specifically listed above as included.
7. Signage, Alarms, Film, Blinds.

Proposed by:

Kris Poulter, Project Manager

East County Glass & Window, Inc.

Accepted By:

_____ date _____

Printed Name & Title:

Steve Smith Electric

Quotation

PO Box 386
Rio Vista CA 94571
PH 7072491848 Fax 7073745997
Lic# 511118

DATE October 30, 2023
Quotation # 2032023

Quotation valid until: December 31, 2023
Prepared by: Steve

Quotation prepared for.
RDUSD

Comments or special instructions:

Description	AMOUNT
Repair outlets and machine drops in woodshop	\$350.00
Repair electrical for dust collector/ install new motor starter with electronic overload. Service and lubricate and install (2) new belts	\$960.00
Install new panel interior with new breakers and dead front covers for two existing panels. Connect existing circuit wiring. Label and test.	5,625.00
TOTAL	\$6,935.00

THANK YOU FOR YOUR BUSINESS!

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2023

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 28

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

SUBJECT:

Request to Approve the Joint Use Agreement Between the City of Rio Vista and River Delta Unified School District Related to Use of City and District Facilities

BACKGROUND:

California Education Code sections 10900 et. seq., the "Community Recreation Act," permits governing boards of public authorities to cooperate with each other in the development and execution of programs of community recreation and to enter into agreements to carry out such purposes.

Except as provided otherwise by this Agreement, City's use of District property shall be subject to District's Board Policy 1330 and District regulations implementing the Policy, which are hereby incorporated into this Agreement by reference and as may be amended from time to time.

STATUS:

City Council Members and the City Manager of the City of Rio Vista and Superintendent Wright, Trustee Jelly, and Trustee Mahoney have been working collaboratively to revise the Joint Use Agreement between the two parties.

This Agreement shall be effective immediately until the first to occur of the following:

- i. Five (5) years from the Effective Date, unless extended.
 - ii. Any Party provides three (3) months' written notice of intent to terminate.
 - iii. A Party is in breach of any material term of this Agreement following at least thirty (30) calendar days' written notice of breach and opportunity to cure from a non-breaching Party.
- b. Parties agree that this Agreement may be extended, with no maximum amount of extensions, with mutual written consent of Parties.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

N/A

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

That the Board approves the Joint Use Agreement between the City of Rio Vista and the River Delta Unified School District.

Time allocated: 3 minutes

**JOINT USE AGREEMENT BETWEEN THE CITY OF RIO VISTA
AND RIVER DELTA UNIFIED SCHOOL DISTRICT RELATED
TO USE OF CITY AND DISTRICT FACILITIES**

This Joint Use Agreement Between the City of Rio Vista, a municipal corporation ("City"), and the River Delta Unified School District, a public school district ("District"), related to the use of City facilities and District facilities ("Agreement") is made this ___ day of _____, 2023 ("Effective Date") by and between the City and the District. The City and District are collectively referred to herein as "Parties" and singularly as "Party."

RECITALS

WHEREAS, the City owns and controls certain property the periodic use of which by the District would benefit the District; and

WHEREAS, the District owns and controls certain property the periodic use of which by the City would benefit the City; and

WHEREAS, Parties wish to enter into an Agreement for the use by one Party of certain property owned and controlled by the other Party in accordance with the terms contained in this Agreement; and

WHEREAS, in addition to supporting the District's educational purposes, the District desires to support City programs and services by allowing City to use District property according to the terms of this Agreement; and

WHEREAS, Parties have determined that the Agreement will result in both economic and operational benefits to both Parties that could not be fully realized if each Party were acting independently; and

WHEREAS, California Education Code sections 38130-38139, the "Civic Center Act," generally controls use of District property by the public and provides District property may be made available to groups that wish to conduct supervised recreational activities or to discuss issues of public concern; and

WHEREAS, California Education Code sections 10900 et. seq., the "Community Recreation Act," permits governing boards of public authorities to cooperate with each other in the development and execution of programs of community recreation and to enter into agreements to carry out such purposes; and

WHEREAS, except as provided otherwise by this Agreement, City's use of District property shall be subject to District's Board Policy 1330 and District regulations implementing the Policy, which are hereby incorporated into this Agreement by reference and as may be amended from time to time and a true and correct copy of which is attached hereto as **EXHIBIT A**. To the extent any provision of this Agreement conflicts with the Policy and Regulation, the terms of this Agreement shall control; and

WHEREAS, Parties wish to establish the terms and conditions for the joint use of Parties' facilities.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the Parties agree as follows:

- I. Incorporation of Recitals. The Recitals set forth above, as well as defined terms and exhibits therein, are true and correct and are hereby incorporated herein as if set forth here in full.
- II. Term.
 - a. This Agreement shall be effective on the Effective Date written above until the first to occur of the following:
 - i. Five (5) years from the Effective Date, unless extended.
 - ii. Any Party provides three (3) months' written notice of intent to terminate.
 - iii. A Party is in breach of any material term of this Agreement following at least thirty (30) calendar days' written notice of breach and opportunity to cure from a non-breaching Party.
 - b. Parties agree that this Agreement may be extended, with no maximum amount of extensions, with mutual written consent of Parties.
- III. Use of District Facilities.
 - a. District agrees to make available and grants City the right to use certain District facilities identified in **EXHIBIT B**, including grounds, buildings, middle and high school classrooms, multi-purpose rooms, cafeterias, gymnasiums, playing fields, and meeting rooms therein (collectively "District Facilities"), except for the Rio Vista High School Theatre. If City desires to use the Rio Vista High School Theatre or any other District facilities, such use shall be governed by separate agreement and/or established District policies and procedures.
 - b. Subject to the District's notice and approval, City may use District Facilities on weekdays after regular school hours, and all day on weekends, District holidays, and any other day that school is not in session.
 - c. Unless Parties agree otherwise, City use of District Facilities shall include access to restroom facilities and toiletry supplies, and equipment (tables, chairs, etc.) located therein. If on-site equipment requires special skill, training, or supervision or has been reserved by the District for another use, the District may, at its discretion, deny the City use of such equipment.
 - d. Where applicable and the City is given reasonable notice of such, City shall comply with operational procedures adopted by the District governing the maintenance, clean-up and use of District Facilities.
- IV. Use of City Facilities.
 - a. City agrees to make available and grants District the right to use certain City facilities identified in **EXHIBIT C**, including grounds, buildings, rooms, and administrative offices therein (collectively "City Facilities"). Use of all other City facilities shall be governed by established City policies and procedures.
 - b. Subject to the City's notice and approval, District may use City Facilities at any time.

- c. Unless Parties agree otherwise, District use of City Facilities shall include access to restroom facilities, equipment (tables, chairs, etc.) and supplies located therein. If on-site equipment requires special skill, training, or supervision or has been reserved by the City for another use, the City may, at its discretion, deny the District use of such equipment.
 - d. District shall comply with operational procedures adopted by the City governing the maintenance, clean-up and use of City Facilities.
- V. Scheduling and Manner of Use.
- a. Any and all persons using City Facilities or District Facilities (collectively, "Parties' Facilities" or "Party Facility") pursuant to this Agreement shall abide by all federal, State, local, and District laws, policies, and regulations related to that use. This expressly includes regulations and prohibitions related to smoking, tobacco, cannabis products, alcohol, or illegal drugs on Parties' Facilities. The Party that owns the Facility at use ("Owning Party") shall retain the right to immediately terminate a use should that Party determine, at its sole discretion, a person using their Facilities pursuant to this Agreement appears to violate this Agreement.
 - b. Parties agree that the Party using the Facilities owned by the other Party ("Using Party") shall be responsible for organizing, supervising, and monitoring all activities at the Facility during the use as well as during a reasonable time before and reasonable time after the use for compliance with federal, State, local, and District laws, policies, and regulations.
 - c. Parties agree to cooperate in good faith to schedule and coordinate programs and activities at Parties' Facilities. Parties agree the process to schedule and coordinate joint use of Parties' Facilities shall be the following:
 - i. On or before January and July 15th each year of the Term of this agreement, City and District staff authorized to schedule and permit use of Parties' Facilities shall meet and agree on a master schedule of uses of the other Party's Facilities (e.g. date, time, topic, and specific facility).
 - ii. Unless Parties mutually agree in writing otherwise, City use of District Facilities shall be subordinate to District needs, meaning events planned by or for the benefit of the District. Unless Parties mutually agree in writing otherwise, District use of City Facilities shall be subordinate to City needs, meaning events planned by or for the benefit of the City. Events proposed by third parties at either Facility shall have priority thereafter and on a first-come, first-served basis and pursuant to policies and procedures established by the Owning Party.
 - iii. So long as the proposed use is not in conflict with any federal, State, local, or District law or policy or the terms of this Agreement, authorized City and District staff shall schedule and authorize the requested use of the Party's Facility.
 - iv. A Party shall notify the other of any change in the master schedule as soon as possible, not less than sixty (60) calendar days before the anticipated use.

- v. A scheduled use of Parties' Facilities may only be cancelled by the Owning Party due to emergency circumstances, meaning an event or occurrence that causes the Party's Facility to be uninhabitable. The Owning Party shall make reasonable efforts to procure a suitable alternative site for the Using Party.
 - d. Parties agree that the Using Party shall be responsible for any damage and cost of repair to the Owning Party's Facility incurred while using the Facility, except that which incurred through normal use. Cost of repair shall include parts, labor, and fees reasonably necessary to return the Facility to the condition it was in before the use. It is the responsibility of the Using Party to inspect the Facility prior to and after the use and immediately alert the Owning Party of any pre-existing or incurred damage. Failure to report pre-existing damage shall not release Using Party of the costs for repair.
- VI. Access.
 - a. Owning Party shall provide Using Party access to the Facility by ensuring an authorized representative of the Owning Party is present at the Facility to open and close the Facility. Parties may agree to alternative means to ensure the Using Party is provided access.
 - b. Each Party shall provide the other Party contact information for personnel with knowledge of and authority over each of Parties' Facilities (e.g. maintenance, technology, security, access)
 - c. Unless expressly agreed to by Parties, parking spaces shall not be guaranteed by the Owning Party.
- VII. Capital Improvements.
 - a. Parties agree that all permanent fixtures ("Capital Improvements") to Parties' Facilities that involve the Using Party may only be installed after agreed upon by Parties via separate agreement and only with requisite approval as provided by law, policies, and procedures. Capital Improvements include but are not limited to bleachers, storage facilities, restrooms, field improvements, lighting, wall shelving, furniture, chairs, site furnishings, picnic tables and restroom hand dryers.
 - b. All Capital Improvements constructed, erected, or installed on Parties' Facilities with both City and District funds shall become the property of the Owning Party.
 - c. All Capital Improvements constructed, erected, or installed on District Facilities with solely City funds shall become the property of the District. City shall not install any Capital Improvements on District Facilities without District's written consent, which the District may withhold at its sole discretion.
 - d. All Capital Improvements constructed, erected, or installed on City Facilities with solely District funds shall become the property of the City. District shall not install any Capital Improvements on City Facilities without City's written consent, which the City may withhold at its sole discretion.
- VIII. Fees.
 - a. Parties agree no use fees shall be imposed on the Using Party for use of Parties' Facilities in their generally-intended manner (i.e. classrooms for small meetings,

gymnasiums for City or District managed and operated sports or group activities, fields for City or District-associated games).

- b. When the use requires unusual set-up and/or take-down, the Owning Party may charge the Using Party a reasonable amount to accommodate such needs including the cost of overtime. The Owning Party shall provide advance notice of such fee, whenever possible.

IX. Insurance.

- a. Prior to the commencement of the activities under this Agreement, each Party shall meet the insurance requirements set forth in this section. The Parties shall have on file for inspection an affidavit of all required insurance. Each Party shall add the other Party as an additional insured on its respective insurance policies. A copy of the insurance policy adding the other Party as an additional insured shall be provided to the other Party prior to the commencement of this Agreement. Notice of cancellation of an insurance policy shall be provided to the other Party upon cancellation of an insurance policy by the primary Party.
- b. The City, at its sole cost and expense and for the full term of this Agreement, shall obtain and maintain at least the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program or pooled insurance, if any:
 - i. A policy with a minimum limit of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence for bodily injury and property damage, providing at least all of the following minimum coverage: (1) Premises Operation; (2) Blanket Contractual; and (3) Personal Injury.
 - ii. The City shall have and maintain a Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of California ("State") and providing coverage for any and all employees of the City. This policy shall provide coverage for Workers' Compensation with statutory limits (Coverage A) and provide coverage of \$1,000,000 Employers' Liability (Coverage B).
 - iii. The City shall maintain a Comprehensive Business Auto policy with a minimum of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement.
 - iv. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the City, and any approval of said insurance by the District, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the City pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
- c. The District, at its sole cost and expense and for the full term of this Agreement, shall obtain and maintain at least all of the following minimum insurance

requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program or pooled insurance, if any:

- i. The District shall maintain a policy with a minimum limit of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence for bodily injury and property damage, providing at least all of the following minimum coverage: (1) Premises Operations; (2) Blanket Contractual; and (3) Personal Injury.
 - ii. The District shall have and maintain a Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the District. This policy shall provide coverage for Workers' Compensation with statutory limits (Coverage A) and provide coverage of \$100,000 Employers' Liability (Coverage B).
 - iii. The District shall have a Comprehensive Business Auto policy with a minimum of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement.
 - iv. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the District, and any approval of said insurance by the City, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the District pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
- X. Indemnification. Each Party shall indemnify, defend, and hold harmless each other Party, its employees, officials, officers, contractors, subcontractors, volunteers, and other agents against all claims, damages, demands, liability, costs, losses, and expenses, including without limitation court costs and reasonable attorneys' fees, arising from the indemnifying Party's negligent acts or negligent failure to act, errors, omissions, or willful misconduct incident to the performance of this Agreement, except such loss or damage caused by the negligence or willful misconduct of the other Party, its employees, officials, officers, contractors, subcontractors, volunteers, or other agents. Where applicable, principles of comparative fault shall be applied. The provisions of this paragraph shall survive termination or suspension of this Agreement for any reason.
- XI. Successors and Assigns. This Agreement is binding on Parties and may not be assigned, except with the express, written consent of all Parties.
- XII. Integration. This is an integrated Agreement containing all of the consideration, understandings, promises, and covenants exchanged by Parties. This Agreement constitutes the entire agreement between Parties pertaining to its subject matter and supersedes any prior or contemporaneous written or oral agreement between Parties on the same subject.
- XIII. Amendment. This Agreement cannot be altered, amended, or modified in any way without the express written consent of each Party hereto or their authorized successor-in-interest.

- XIV. Construction and Interpretation. It is agreed and acknowledged by Parties that the provisions of this Agreement have been arrived at through negotiation, and that the Parties have had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in construing or interpreting this Agreement.
- XV. Choice of Law and Venue. This Agreement shall be interpreted under and governed by the laws of the State of California, except for those provisions preempted by federal law. However, the laws of the State of California shall not be applied to the extent that they would require or allow the court to use the laws of another state or jurisdiction. All Parties to this Agreement agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the County of Solano or the United States District Court for the Eastern District of California.
- XVI. Attorneys' Fees. In the event legal proceedings are instituted to enforce any provision of this Agreement, the prevailing Party in said proceedings is entitled to its costs, including reasonable attorneys' fees.
- XVII. Time is of Essence. Time is of the essence for this Agreement.
- XVIII. Notice. Notices under this Agreement shall be deemed given when delivered by First Class Mail, Postage Prepaid, at the locations as follows. In addition, notice shall also be served via email, whenever possible. Either Party may change its address or contact person by giving written notice to the other Party.
- | | |
|---|--|
| CITY:
City of Rio Vista
Attn: Kristina Miller, City Manager
One Main Street
Rio Vista, CA 94571
kmiller@ci.rio-vista.ca.us | DISTRICT:
River Delta Unified School District
Attn: Katherine E. Wright, Superintendent
445 Montezuma Street
Rio Vista, CA 94571
kwright@rdusd.org |
| Courtesy Copy:
Kronick, Moskovitz, Tiedemann & Girard
Attn: Mona Ebrahimi, City Attorney
1331 Garden Hwy, 2 nd Floor
Sacramento, CA 95833
mebrahimi@kmtg.com | Courtesy Copy:
Parker & Covert, LLP
Attention: Addison Covert, Attorney at Law
2520 Venture Oaks Way Suite 190
Sacramento, CA 95833
acovert@parkercovert.com |
- XIX. Relationship of Parties. It is understood that this Agreement is by and between independent parties and does not create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship other than expressly provided by this Agreement.
- XX. Severability. If any portion of this Agreement, or the application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, all remaining portions of this Agreement, or application thereof, will remain in full force and effect.
- XXI. Counterparts. This Agreement may be executed in counterparts.
- XXII. Warranty of Authority to Execute Agreement. Each Party to this Agreement represents and warrants that each person whose signature appears hereon is

authorized and has the full authority to execute this Agreement on behalf of the entity that is a Party to this Agreement.

[Signatures on following page]

IN WITNESS HEREOF, the Parties hereto have caused this Agreement to be executed by Parties on the Effective Date first written above as follows:

CITY OF RIO VISTA,
A Municipal Corporation

RIVER DELTA UNIFIED SCHOOL DISTRICT,
A Public School District

Kristina Miller, City Manager

Katherine E. Wright, Superintendent

ATTEST:

ATTEST:

Pam Caronongan, City Clerk

Randall Jelly, District Board Clerk

APPROVED AS TO FORM:

Mona Ebrahimi, City Attorney

EXHIBIT A
District Policy and Regulation 1330

Policy 1330: Use Of School Facilities

Status: ADOPTED

Original Adopted Date: 10/09/2018 | Last Revised Date: 04/12/2022 | Last Reviewed Date: 04/12/2022

The Governing Board believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

The Superintendent or designee shall give priority to school-related activities in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities
2. Preserve order in school facilities and on school grounds and protect school facilities, designating a person to supervise this task, if necessary
3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities or grounds on those days on which district schools are closed. (Education Code 37220)

There shall be no advertising on school facilities and grounds except as allowed by district policy specified in BP 1325 - Advertising and Promotion.

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the district and the community.

Fees

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041. (5 CCR 14041)

The Board authorizes the use of school facilities or grounds without charge to school-related organizations whose activities are directly related to or for the benefit of district schools. All other groups requesting the use of school facilities under the Civic Center Act shall be charged an amount not exceeding direct costs determined in accordance with 5 CCR 14037-14041.

Additionally, when any use of school facilities or grounds is for religious services, the district shall charge an amount at least equal to the district's direct costs. (Education Code 38134)

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

Calculating Direct Costs

Direct costs to be charged for community use of each, or each type of, school facility or grounds shall be calculated in accordance with 5 CCR 14039 and may reflect the community's proportionate share of the following costs: (Education Code 38134; 5 CCR 14038-14041)

1. Capital direct costs calculated in accordance with 5 CCR 14039, including the estimated costs of maintenance, repair, restoration, and refurbishment of non-classroom space school facilities or grounds
2. Operational direct costs calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services performed by district employees and/or contracted workers, and salaries and benefits paid to district employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and grounds

Direct cost fees shall not be discounted to any group or organization except when the discount is specifically authorized in the adopted fee schedule. (5 CCR 14041)

Expending Funds Collected as Capital Direct Costs

Any funds collected as capital direct costs shall be deposited into a special fund to be used only for capital maintenance, repair, restoration, and refurbishment of school facilities and grounds. (5 CCR 14042)

Use of School Facility as Polling Place

The Board may authorize the use of school buildings as polling places on any election day, and may also authorize the use of school buildings, without cost, for the storage of voting machines and other vote-tabulating devices. However, if a city or county elections official specifically requests the use of a school building as a polling place, the Board shall allow its use for such purpose. If school will be in session, the Superintendent or designee shall identify to elections officials the specific areas of the school buildings not occupied by school activities that will be allowed for use as polling places. (Elections Code 12283)

When a school is used as a polling place, the Superintendent or designee shall provide the elections official a site with an adequate amount of space that will allow the precinct board to perform its duties in a manner that will not impede, interfere, or interrupt the normal process of voting and shall make a telephone line for Internet access available for use by local elections officials if so requested. He/she shall make a reasonable effort to ensure that the site is accessible to persons with disabilities. (Elections Code 12283)

The Superintendent or designee shall establish procedures to ensure student safety and minimize disruptions whenever school is in session while the facilities are being used as a polling place.

EXHIBIT B
District Facilities

D.H. White Elementary School
Riverview Middle School
Rio Vista High School
River Delta Unified School District Board Room

EXHIBIT C
City Facilities

City Council Chambers
45 Main Youth Center
Bruning Park
Crescent Park
Drouin Park
Egbert Field
Homecoming Park
Liberty Neighborhood Park
Memorial Park
Waterfront Promenade
Val de Flores Park
Sierra Park

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2023

Attachments: X

From: Board President Lamera

Item Number: 29

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

SUBJECT:

Request for Future Board Agenda Items from Board Members

BACKGROUND:

During the course of time, topics from community members, staff and other notable topics of interest within the Board's jurisdiction arise. Board members need a platform to address their fellow Board colleagues to discuss future items within their jurisdiction to be added to future agendas for discussion or action.

STATUS:

The Board will consider upcoming events, related issues, and, study sessions, to identify future agenda items.

PRESENTER:

Board President Lamera

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

No cost to request future Board agenda items.

RECOMMENDATION:

That the Board identifies future agenda items if applicable

Time allocated: 3 minutes