



San Ramon Valley Unified School District  
699 Old Orchard Drive, Danville  
925-552-2933 \* www.srvusd.net



**BOARD OF EDUCATION MEETING AGENDA**  
**June 15, 2021**

**San Ramon Valley High School Theater**  
**501 Danville Blvd, Danville, CA**

**6:30PM Closed Session**

Ken Mintz, Vice-President  
Rachel Hurd, Clerk

Susanna Ordway, President

**7:00PM Open Session**

Laura Bratt, Member  
Shelley Clark, Member

Welcome to the San Ramon Valley Unified School District Board of Education meeting. Your interest in our schools is greatly appreciated.

The SRVUSD Board of Education temporarily transitioned to holding their board meetings and accepting public comment virtually due to the physical distancing and social gathering limitations in effect during the COVID-19 pandemic. Beginning March 30, 2021, board meetings will be held at the San Ramon Valley High School Theater

Members of the public who wish to submit public comment at the SRVUSD Board Meetings, may do so in one of two ways.

1. Attend the meeting and complete a Public Comment Card. Give the card to Cindy Fischer and you will be called up to the podium to present your comments in person.
2. Email your comments to [publiccomments@srvusd.net](mailto:publiccomments@srvusd.net). Emails will be automatically forwarded to each board member and will be entered into the official minutes.
  - a. Public comments received from the time the agenda is posted through the end of the open session portion of the meeting, will be included in the minutes.
  - b. Public comments received 4 hours or less prior to the start of open session will be included in the minutes, but may not be read by all Board Members prior to the meeting.
  - c. No email attachments will be accepted with electronically submitted public comment.
  - d. Email addresses will not be included in the public record in order to protect the privacy of commenters.

By law, board members can only discuss items that appear on the agenda. For this reason, board members do not engage in dialogue with individuals speaking during the non-agenda public comment section of the meeting. For individuals who wish to speak with board members in depth about an issue, contacting board members on an individual basis is recommended, although individual board members have no legal authority to make decisions without consideration by the whole board.

**All public comments during the meeting will be limited to three minutes.**

**Closed Session:** Closed session meetings are not open to the public. By law, matters dealing with students and district employees are reserved for closed session to provide confidentiality. Other closed session topics can include litigation, property negotiations, and collective bargaining issues with employee associations. Members of the public are given the opportunity to speak regarding closed session items prior to the closed session.

**Action items** are considered and voted on individually by the board. **Consent items** are considered routine in nature and are approved by combining them into a single vote. A member of the Board of Education or a member of the public may request that a consent item be removed from the consent agenda and voted on separately.

Copies of board agenda backup and other informational materials provided to members of the Board of Education are available for review in the Office of the Superintendent beginning at 4:00 PM on the last working day of the week preceding each meeting of the Board of Education. For disability related modification or accommodation, please contact the Office of the Superintendent at 552-2933 during business hours.

*In compliance with Brown Act regulations, this agenda was posted 72 hours before the noted meeting.*  
*Cindy Fischer, Executive Assistant*



**CLOSED SESSION**  
**June 15, 2021**  
**6:30PM**

- 1.0 Call to Order**
- 2.0 Attendance**
- 3.0 Acceptance of Closed Session Agenda and Public Comment**

**Adjournment to Closed Session**

- 4.0 Closed Session Agenda**
  - 4.1 Public Employee Appointments**
    - a) Principal(s) – Elementary
    - b) Special Education – Program Supervisor

**Adjournment**



**OPEN SESSION**  
**San Ramon Valley High School Theater**  
**June 15, 2021**  
**7:00PM**

Please Note: All Public Comment is Limited to Three (3) Minutes

- 5.0 Pledge of Allegiance/Attendance**
- 6.0 Report of Actions Taken in Closed Session**
- 7.0 Acceptance of Minutes**
  - 7.1 Minutes of June 1, 2021 **Action**
- 8.0 Agenda Approval and Consent Action**
  - 8.1 Acceptance of Open Session Agenda **Action**
  - 8.2 Approval of Consent Agenda **Action**
- 9.0 Reports to the Board**
  - 9.1 Recognition of Dan Luu as California Classified Employee of the Year **Oral**
  - 9.2 Public Comment for Non-Agenda Items (Comments Limited to Three Minutes) **Oral**
  - 9.3 Association Presidents' Report **Oral**
- 10.0 Action Items/Public Hearings**
  - 10.1 Approval of SRVUSD Strategic Plan **Enclosure Action**
  - 10.2 Consideration of Adoption of the 2021-24 Local Control and Accountability Plan (LCAP) **Enclosure Action**
  - 10.3 Consideration of Adoption of the 2021-22 District Budget Including the Excess Reserves Report **Enclosure Action**
  - 10.4 Consideration of Adoption of Resolution #81/20-21 Proclaiming the Month of June as Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ+) Pride Month and to Fly the Pride Flag **Enclosure Action**
  - 10.5 Consideration of Approval of the College and Career Access Pathways Partnership Agreement (CCAP) **Enclosure Action**
  - 10.6 Consideration of Approval of Addenda to Employment Agreements for Superintendent and Certain Contracted Management Employees Applying a Salary Adjustment and a One Year Extension of Term **Enclosure Action**

- 10.7 Consideration of Approval of a New Administrative Regulation 4119.12, 4219.12, 4319.12 Personnel, and AR 5145.71 Students – Title IX Sexual Harassment Complaint Procedures Enclosure  
**Action**

**11.0 Consent Items**

- 11.1 Consideration of Approval of Certificated Personnel Changes Enclosure  
**Consent**
- 11.2 Consideration of Approval of Classified Personnel Changes Enclosure  
**Consent**
- 11.3 Ratification of Warrants Enclosure  
**Consent**
- 11.4 Ratification of Contracts and Purchase Orders Enclosure  
**Consent**
- 11.5 Declaration of Surplus Property Enclosure  
**Consent**
- 11.6 Consideration of Approval of Contacts/Purchases over \$50,000 Enclosure  
**Consent**
- 11.7 Consideration of Adoption of Resolution #76/20-21, Approving Routine Budget Revisions Enclosure  
**Consent**
- 11.8 Consideration of Adoption of Resolution #77/20-21, Authorizing the Approval of Year-End 2021-21 Budget Transfers Enclosure  
**Consent**
- 11.9 Consideration of Adoption of Resolution #78/20-21, Commitment of Funds for 2021-22 Enclosure  
**Consent**
- 11.10 Consideration of Adoption of Resolution #79-20-21, Authorizing the Allocation of Funds in the 2021-22 Education Protection Account Enclosure  
**Consent**
- 11.11 Consideration of Adoption of Resolution #80/20-21, Authorizing 2021-22 Intra-Fund Transfers in Accordance with Education Code Section 35161 Enclosure  
**Consent**
- 11.12 Consideration of Approval of Bid Award for Warehouse (Service Center) Seismic Upgrade Project Enclosure  
**Consent**
- 11.13 Consideration of Approval of Bid Award for Venture High School Science & Art Remodel Project Enclosure  
**Consent**
- 11.14 Preview of Textbook Enclosure  
**Consent**
- 11.15 Adoption of Textbook Enclosure  
**Consent**
- 11.16 Consideration of Approval of Revision to Administrative Regulation 3311 – Business and Noninstructional Operations Enclosure  
**Consent**

- |       |  |                             |
|-------|--|-----------------------------|
| 11.17 | Consideration of Approval of 2021-22 Non-Public School and Non-Public Agency Master Contract       | Enclosure<br><b>Consent</b> |
| 11.18 | Consideration of Annual Approval of Membership of Committee on Assignments (Teacher Credentialing) | Enclosure<br><b>Consent</b> |

**12.0 Administrative Matters**

- 12.1 Board Members' Reports
- 12.2 Superintendent's Report

**Adjournment**

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
699 Old Orchard Drive, Danville, CA 94526

BOARD OF EDUCATION MEETING  
June 1, 2021  
MINUTES

The video from this meeting can be found on the District website at [www.srvusd.net](http://www.srvusd.net).  
The audio timestamp associated with the agenda item is noted under the title – *there is no audio from this meeting*.

- 1.0 Call to Order** The Board of Education held its regular meeting at the San Ramon Valley High School Theater. The meeting was called to order at 5:00PM.
- 2.0 Attendance** Board Members Present: Board President Susanna Ordway, Board Vice President Ken Mintz, Board Clerk Rachel Hurd, Board Members Laura Bratt and Shelley Clark
- Administrators Present: Superintendent John Malloy, Assistant Superintendents Keith Rogenski, Danny Hillman and Christine Huajardo, Chief Business Officer Greg Medici and Recording Secretary Cindy Fischer. Legal Representation – Karen Samman and Jackie Litra from Fagen, Friedman & Fulfrost.
- 3.0 Acceptance of Closed Session Agenda and Public Comment** On a motion by Laura Bratt, seconded by Shelley Clark the closed session agenda was approved (5/0). There was no public comment.
- 4.0 Closed Session** The closed session was adjourned at 7:01PM.
- Board President Susanna Ordway reconvened the meeting in open session at 7:05PM.
- 5.0 Pledge of Allegiance/Attendance** Board Members Present: Board President Susanna Ordway, Board Vice President Ken Mintz, Board Clerk Rachel Hurd, Board Members Shelley Clark and Laura Bratt
- Administrators Present: Superintendent John Malloy, Assistant Superintendents Keith Rogenski, Danny Hillman and Christine Huajardo, Chief Business Officer Greg Medici, Executive Directors Nadine Rosenzweig and Jon Campopiano and Directors Deb Petish, Ken Nelson and Greg Pitzer
- Others Present: 22 visitors attended. Recording Secretary Cindy Fischer
- 6.0 Report of Action Taken in Closed Session** The Board voted to appoint Angie Corritone, Assistant Principal, Monte Vista High School, Katherine Nolda, Assistant Director, Special Education, Zetta Reicker, Director II, Child Nutrition & Warehouse, Hong Nguyen, Director II, Educational Equity, and Latonya Williams, Director I, Human Resources, Classified effective July 1, 2021. (5/0)
- 7.0 Acceptance of Minutes** On a motion by Ken Mintz seconded by Rachel Hurd, the May 18, 2021 minutes were approved. (5/0)
- 8.0 Agenda Approval and Consent Action**
- 8.1 Acceptance of Open Session Agenda** On a motion by Laura Bratt seconded by Shelley Clark the open session agenda was approved. (5/0)
- 8.2 Approval of Consent Agenda** On a motion by Shelley Clark seconded by Rachel Hurd, the consent agenda was approved as amended. Items 12.5 and 12.10 were moved to action by Helen of the Dougherty Valley. (5/0).

- 9.0 Reports to Board**
- 9.1 Strategic Direction  
Draft Strategic Plan & Local  
Control & Accountability Plan** Superintendent Malloy  
Public Comment: Helen of the Dougherty Valley
- 9.2 Additional Stakeholder Input  
Results** Assistant Superintendent Danny Hillman  
Public Comment: None
- 9.3 Public Comment for Non-  
Agenda Items** Public Comment  
Nicole Horder  
John Vespi  
Shirley Convirs  
Helen of the Dougherty Valley  
Rachel Chandramouli  
Marylou Young  
Eileen Rosenberg  
Jennifer Jones  
Margaret Baxesole
- 9.4 Association Presidents'  
Comments** SRVEA President Ann Katzburg  
Public Comment  
Laura Finco  
Jordan Cummings  
Helen of the Dougherty Valley
- 10.0 Action Items/Public Hearings**
- 10.1 Public Hearing for the  
Proposed 2021-24 Local  
Control and Accountability  
Plan (LCAP)** Board President Ordway opened the public hearing.  
Public comment: None  
Board President Ordway closed the public hearing.
- 10.2 Public Hearing for the  
Proposed 2021-22 District  
Budget** Board President Ordway opened the public hearing.  
Public comment: None  
Board President Ordway closed the public hearing.
- 10.3 Consideration of Adoption of  
the Expanded Learning  
Opportunities (ELO) Grant  
Plan** Assistant Superintendent Christine Huajardo and Chief Business Officer Greg Medici  
Public comment: None  
On a motion by Rachel Hurd, seconded by Laura Bratt the Board adopted the Expanded Learning Opportunities (ELO) Grant Plan (5/0)
- 10.4 Consideration of Adoption of  
Resolution #75/20-21,  
Authorizing the Establishment  
of the Student Activity Special  
Revenue Fund – Fund 08** Chief Business Officer Greg Medici  
Public Comment: None  
On a motion by Ken Mintz, seconded by Shelley Clark the Board adopted resolution #75/20-21 (5/0)
- 10.5 Consent Item 12.5  
Consideration of Approval of  
Contracts/Purchases over  
\$50,000** Chief Business Officer Greg Medici  
Public Comment: Helen of the Dougherty Valley  
On a motion by Laura Bratt, seconded by Rachel Hurd the Board approved contracts and purchases over \$50,000 (5/0)
- 10.6 Consent Item 12.10  
Consideration of Rejection of  
Claim #593565 Against the  
District** Chief Business Officer Greg Medici  
Public Comment: Helen of the Dougherty Valley  
On a motion by Rachel Hurd, seconded by Shelley Clark the Board approved the rejection of claim #593565 (5/0)

**11.0 Discussion/Information**

**11.1 First Reading of New Administrative Regulation 4119.12, 4219.12, 4319.12 Personnel, and AR 5145.71 Students – Title IX Sexual Harassment Complain Procedures**

Assistant Superintendent Christine Huajardo reviewed the AR and answered questions from the Trustees.  
Public Comment: None

**12.0 Consent Items**

- 12.1 Consideration of Approval of Certificated Personnel Changes
- 12.2 Consideration of Approval of Classified Personnel Changes
- 12.3 Ratification of Warrants
- 12.4 Declaration of Surplus Property
- ~~12.5 Consideration of Approval of Contracts/Purchases over \$50,000~~
- 12.6 Consideration of Approval of Bid Award for Monte Vista High School Swimming Pool Renovation Project
- 12.7 Consideration of Approval of Revisions to the Measure D Master Program Budget
- 12.8 Preview of Textbook
- 12.9 Adoption of Textbook
- ~~12.10 Consideration of Rejection of Claim #593565 Against the District~~

**13.0 Administrative Matters**

**13.1 Board Member's Reports**

Board members shared their reports and comments, noting attendance at the following:  
Board Member Clark met with the racial equity petitioners  
Board Member Bratt requested, in a commitment to inclusion to LGBTQ+ students and community, for the Board to consider a resolution for PRIDE month and to fly the progress flag at the District office.  
Board Clerk Hurd attended the San Ramon Valley Diversity Coalition.  
Board Vice President Mintz attended the military swearing-in for students joining the service or attending a military academy, watched the virtual musical presentations from Coyote Creek Elementary and Iron Horse Middle and will be attending the "Be Real" Awards for Street Smarts.  
Board President Ordway also attended the San Ramon Valley Diversity Coalition.

**13.2 Superintendent's Report**

Dr. Malloy acknowledged the work done by Executive Director Jon Campopiano on the LCAP and Director Deb Petish on the strategic direction plan. He extended his thanks and best wishes to SRVEA President Katzburg who is retiring.

**Adjourned**

The meeting was adjourned at 9:13pm back to closed session

Adjourned 9:42PM



**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
699 Old Orchard Drive, Danville, CA 94526

**DATE:** June 15, 2021

**TOPIC:** APPROVAL OF STRATEGIC DIRECTION

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**DISCUSSION:**

At the June 1, 2021 Board of Education meeting, staff presented the FIRST DRAFT of the Strategic Plan Document. The plan was adjusted for clarity based on stakeholder and Board input and is being presented to the Board for approval.

The Strategic Plan will guide District and site work beginning in the 2021-22 school year and is aligned with these six strategic directions: Equity, Deep Learning/Innovation, Social Emotional Well-Being, Shared Leadership, Effective Stewardship of Resources, and Culture of Responsiveness. The plan contains specific goals to clarify purpose and desired outcomes for our students.

The Strategic Planning process is organized into six phases. This presentation will focus on Phase 5, Develop District Strategic Plan.

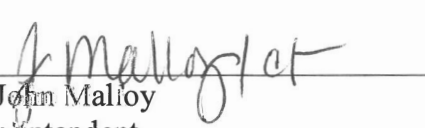
**Six Phases/Timing**

1. Needs Assessment and Preliminary Priorities - *March*
2. Input from the Board of Education (link to meeting) – *March*
3. Stakeholder Engagement – Focus of this information item- *April, May*
4. Refine Priorities based on Board and Stakeholder Input - *May*
5. **Develop District (3-5 year) Strategic Plan - June**
6. Site Specific Strategic Plans Developed –*school year 2021*

The plan defined clear goals and desired outcomes so that we can measure progress. Once the plan is approved, the strategic planning process, the evidence and measurement part of the work, will take place. From August to January, schools will create site-specific goals that they will implement over the course of the school year.

**RECOMMENDATION:** The Board approves the recommendation of staff to approve the Strategic Plan and to direct staff to continue with the implementation of the plan, bringing regular reports back to the Board on the progress.

**BUDGET IMPLICATIONS:** Unknown. One-time COVID-relief dollars from the state and federal government will be utilized to implement the priorities as defined in the plan.

  
Dr. John Malloy  
Superintendent

10.1

Item Number



# San Ramon Valley Unified School District Strategic Directions Process



SRVUSD... An education community dedicated to academic excellence where all students succeed in innovative and inclusive learning environments.

**Success means our students:**

- Achieve academically
- Experience social and emotional well-being
- Develop curiosity, confidence and independence as learners
- Appreciate the importance of teams and collaboration
- Demonstrate empathy and compassion
- Determine their purpose and understand the importance of service
- Set and achieve goals
- Love learning

**Success means all work is guided by our shared priorities:**

Equity      Deep Learning and Innovation      Social and Emotional Well-Being

**Success means our teams create and nurture:**

- **Equity** -- Safe, equitable and caring school communities where all students enjoy and take ownership for their learning leading to independent and collaborative learners, critical and creative thinkers who excel academically. Equity means that we remove barriers, confront bias and challenge systems that do not support all students.
- **Deep Learning and Innovation** -- Effective programs, support services and resources so that all students experience relevant learning opportunities, a sense of belonging and purpose, and are supported to achieve their full potential.
- **Social Emotional Well-Being** -- Multiple strategies aligned with each student's interests, strengths, passions and needs, to engage our students and bring joy to their learning, leading to their success.



# San Ramon Valley Unified School District Strategic Directions Process



- **Continuous Improvement Cycles** -- Characterized by the following:
  1. Examine data leading to focused improvement goals in each school and department
  2. Determine the evidence that will be collected to show improvement
  3. Create learning plans so that staff may achieve continuous improvement goals
  4. Monitor improvement throughout the year
  5. Engage all stakeholders in all aspects of continuous improvement efforts
  6. Communicate results, celebrating successes and learning from challenges
  
- **Shared Leadership, Responsiveness and Community Trust to Enhance Outcomes for All Students** -- By engaging all stakeholders to strengthen relationships, encourage productive student-focused dialogue, confront bias and discrimination, and provide effective service leading to enhanced outcomes for all students.

**Success requires that District leadership and the Board provide:**

- **Space, Pace and Resources** -- Our District leadership team commits to a phased approach to planning and resource development, providing each school the time and support needed to create plans that ensure that all students thrive in innovative and inclusive communities. (August to January)
- **Effective Stewardship of Resources** -- Responsible allocation of financial and other resources to provide all students equitable access to programs, services and opportunities.
- **A Culture of Responsiveness** -- With students' learning and well-being as our priority, we will cultivate a culture of collective responsibility and shared investment in the success of each of our students.
- **Effective Governance** -- Our District leadership team will provide on-going information to our Board illustrating progress in the key areas of this strategic plan so the Board may provide continuous oversight and direction.

**Success requires systemic shifts in culture and practice:**

- Broadening definition of success while maintaining high standards for academic achievement
- Strengthening and enhancing shared leadership and responsiveness
- Prioritizing equity and inclusion as a condition for all students' success
- Changing instruction, assessment, and intervention strategies as necessary to support the strategic directions



# San Ramon Valley Unified School District

## Strategic Directions Process



<p><b>Strategic Direction: Equity</b> -- SRVUSD will ensure that all students are empowered to reach their full potential by valuing student voice, addressing systemic inequities, and closing opportunity gaps.</p>	<p><b>Strategic Direction: Equity</b> -- SRVUSD will ensure that all students are empowered to reach their full potential by valuing student voice, addressing systemic inequities, and closing opportunity gaps.</p>
<p><b>Inclusive Learning Environments</b>  <b>Goal One:</b> Create learning environments that are safe, equitable, and provide a sense of belonging for all students and staff.</p>	<p><b>Strategies</b></p> <ul style="list-style-type: none"> <li>Engage all staff in differentiated professional development that focuses on the attitudes, knowledge, and skills needed to create inclusive practices and culturally sustaining learning environments for students and work environments for staff. This includes training specifically in the areas of implicit and explicit bias.</li> <li>Develop an Equity Steering Committee composed of individuals from existing diversity, equity, and inclusion groups to advise on equity topics including professional learning opportunities.</li> <li>Engage all students in age-appropriate learning opportunities on issues of diversity, equity, and inclusion.</li> <li>Utilize restorative practices so students learn from their choices, understand the impact of their choices, and grow personally in their ability to make sound decisions.</li> <li>Continue to develop and refine responses to discrimination and hate, including how we effectively use the <i>Responding to Discrimination and Hate Handbook</i>.</li> <li>Develop a process to increase representation and engagement from underrepresented students, staff, and community members by changing how we engage stakeholders.</li> <li>Ensure that appropriate time, space, and structures are provided for student and staff affinity groups to meet.</li> <li>Strengthen and clearly communicate the process for reporting complaints of bias and discrimination.</li> </ul>
<p><b>Systemic Inequities</b>  <b>Goal Two:</b> Create culturally responsive and</p>	<p><b>Strategies</b></p> <ul style="list-style-type: none"> <li>Perform a system-wide review of policies and practices to determine their</li> </ul>



# San Ramon Valley Unified School District Strategic Directions Process



<p>equity-informed policies, procedures, and practices that lead to equitable outcomes for students.</p>	<ul style="list-style-type: none"> <li>potential impact on disproportionality and/or inequitable outcomes for students.</li> <li>Review and revise policies, procedures, and practices that may lead to disproportionate and/or inequitable outcomes.</li> <li>Hire a full-time Director of Equity.</li> </ul>
<p><b>Curriculum and Instruction</b> <b>Goal Three:</b> Develop teaching and learning experiences that are responsive to and supportive of diverse cultures and identities.</p>	<p><b>Strategies</b></p> <ul style="list-style-type: none"> <li>Conduct a review of District curriculum and standards to increase the representation of more diverse narratives.</li> <li>Engage all staff in differentiated professional development that supports the shift from teachers' personal learning on equity to teachers facilitating learning for all students.</li> <li>Continue to enhance course offerings that support students in understanding the importance of diversity, equity and inclusion including the incorporation of Ethnic Studies as an elective at all high schools.</li> <li>Increase the cultural competence of all staff to provide the appropriate classroom support for all students to learn at high levels.</li> </ul>
<p><b>Diverse Staff</b> <b>Goal Four:</b> Recruit, hire, and retain a more diverse staff.</p>	<p><b>Strategies</b></p> <ul style="list-style-type: none"> <li>Conduct an audit of current interview and hiring policies, procedures and practices.</li> <li>Based on audit, revise recruiting, interviewing, and onboarding protocols to align with the District's strategic direction.</li> <li>Engage all staff in professional development regarding anti-bias hiring practices.</li> <li>Develop Black, Indigenous and People of Color (BIPOC) facilitated Leadership Development Program for BIPOC staff.</li> </ul>

**Strategic Direction: Social Emotional Well-Being --** SRVUSD is committed to creating and nurturing inclusive learning environments where all students, staff, and families feel deeply connected to their school community.



# San Ramon Valley Unified School District Strategic Directions Process



### Culture of Wellness

**Goal One:** Develop a shared commitment to a culture of wellness, where every student's emotional health is respected and supported across the system.

### Strategies

- Design opportunities for staff to connect, listen to one another, and build capacity to support students.
- Cultivate a sense of collective responsibility by creating awareness and ownership over the social emotional well-being of students and staff.
- Develop a Culture of Wellness Steering Committee composed of individuals who have a stake or interest in social emotional learning and well-being to advise on issues pertaining to the health and well-being of our students.
- Continue to prioritize staff-student relationships in order to ensure that all students can identify at least one caring adult on campus that they can connect with when needed.
- Enhance and expand support services (e.g. elementary counselors, Multi-Tiered Systems of Support liaisons, etc.) in order to build capacity throughout the organization.
- Coordinate and align the work of support providers (e.g. counselors and social workers) and community-based organizations.

### Curriculum and Instruction

**Goal Two:** Create and nurture instructional environments that prioritize students' social emotional well-being.

### Strategies

- Engage staff in professional development on relationship-centered, culturally responsive teaching strategies that nurture and create supportive classroom and school environments.
- Embed Social Emotional Learning (SEL) standards and goals across the curriculum (e.g. resiliency and collaboration skills).
- Create learning experiences that nurture a sense of purpose, honor a broad range of perspectives, and engage students as leaders, problem-solvers and innovators.
- Incorporate instructional strategies that integrate and provide access to the visual and performing arts and other evidence-based social emotional strategies into the curriculum.
- Develop equitable grading policies, procedures and practices that more accurately reflect student learning.



# San Ramon Valley Unified School District Strategic Directions Process



<p><b>Strategic Direction: <i>Deep Learning and Innovation</i></b> -- SRVUSD will create learning environments that empower students to take ownership over their learning in order for them to find purpose, meaning, and joy in their education and to excel in post-high school endeavors.</p>	<p><b>System Coherence</b>  <b>Goal One:</b>            Create a coherent system that is aligned to support instruction.</p>
	<p><b>Strategies</b></p> <ul style="list-style-type: none"> <li>• Develop a Deep Learning Steering Committee composed of individuals who have a stake or interest in teaching and learning to advise on issues pertaining to deep learning and innovation.</li> <li>• Collaborate with stakeholders to develop a graduate profile that describes the essential knowledge, skills, and habits of mind our students need to succeed in our ever-changing global society.</li> <li>• Develop a shared vision for high quality instruction across the organization based on the graduate profile.</li> <li>• Consistently deliver high quality, differentiated professional development that meet the needs of our staff and fulfill the goals outlined in the strategic plan.</li> <li>• Utilize high quality standards-based curriculum that align with our vision for instruction, are updated regularly, and are consistent with the current State standards and curriculum frameworks.</li> <li>• Align the policies, procedures and practices from all departments (e.g. facilities, human resources, educational services) to support instruction that drives deep learning and innovation.</li> </ul>



# San Ramon Valley Unified School District Strategic Directions Process



### Instructional Model

**Goal Two:** Develop and implement instructional models to engage students in learning at deep levels.

### Strategies

- Create rigorous instructional environments where students meet or exceed all standards and develop their creativity, critical thinking, communication, and collaboration skills through deep learning tasks.
- Engage students in learning experiences that are purposeful, relevant, and allow them to apply their learning to new situations.
- Engage staff in professional development on instructional strategies that promote deep learning.
- Provide access to new and emerging technology resources to support student learning in a one-to-one environment..
- Support students to explore the ways they can contribute to the betterment of our community and beyond, by knowing themselves, enhancing their talents, and being of service to others.
- Empower students to make more choices about what they are learning and how they are learning it.
- Enhance course and program offerings to reflect the needs of all students.
- Strengthen and expand Career Technical Education (CTE) pathways to meet the needs of all students.
- Strengthen the District and site-level elements that lead to effective Multi-Tiered Systems of Support which reliably and consistently provide the appropriate levels of intervention and extension to students based on data.
- Develop equitable access to the visual and performing arts across the system.





# San Ramon Valley Unified School District Strategic Directions Process



<p><b>Assessment</b> <b>Goal Three:</b> Use authentic forms of assessment where students are expected to meaningfully apply essential knowledge and skills to new situations.</p>	<p><b>Strategies</b></p> <ul style="list-style-type: none"> <li>• Engage staff in professional development on accurate, authentic, and equitable assessment and grading practices.</li> <li>• Utilize new or existing assessments in order to measure what we want students to know and be able to do.</li> <li>• Leverage our Learning Management System and assessment screening platform(s) to enhance assessment practices.</li> <li>• Review and update existing grading policies, procedures and practices to enhance deep learning outcomes.</li> <li>• Use data to inform instruction and continuous cycles of improvement.</li> </ul>
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<p><b>Strategic Direction: Shared Leadership</b> -- SRVUSD will create the conditions for shared leadership by building a culture of trust, collegiality, and shared responsibility with students, staff, and families.</p> <p><b>Collective Responsibility</b> <b>Goal One:</b> Cultivate a culture of collective responsibility and shared investment in the success of each of our students.</p>	<p><b>Strategies</b></p> <ul style="list-style-type: none"> <li>• Focus on school-family partnerships that place student learning at the center.</li> <li>• Support our staff in understanding their role in building community confidence in our schools when engaging with stakeholders.</li> <li>• Encourage and support sites in innovative practices and calculated risk-taking when advancing the goals of the strategic plan.</li> <li>• Develop strategies to include all stakeholders in the improvement process.</li> <li>• Increase efforts to include student voice in all areas of decision-making, particularly the voice of underrepresented students.</li> </ul>
<p><b>Collaboration</b> <b>Goal Two:</b> Engage in collaborative decision-making</p>	<p><b>Strategies</b></p> <ul style="list-style-type: none"> <li>• Provide learning opportunities within the District around effective</li> </ul>



# San Ramon Valley Unified School District Strategic Directions Process



<p>with students, staff, and families.</p>	<ul style="list-style-type: none"> <li>• collaborative skills and structures for students, staff, and families.</li> <li>• Expand and empower student voice through the newly-formed Student Senate, Student Trustee position, and other mechanisms.</li> <li>• Create systems for two-way communication between staff and District administration to allow for shared decision-making.</li> <li>• Engage stakeholders in both District and school site cycles of continuous improvement.</li> <li>• Enhance staff collaboration time to review assessment data to inform instruction and innovative practices.</li> </ul>
<p><b>Trust</b> <b>Goal Three:</b> Continue to develop and improve relational trust amongst all stakeholders</p>	<ul style="list-style-type: none"> <li>• Explore meaningful ways to engage all stakeholders including focus groups, parent education nights, small group discussions, town hall meetings, surveys, and crowdsourcing.</li> <li>• Ensure that the information gathered through stakeholder input influences our strategies and decisions moving forward.</li> </ul>

<p><b>Strategic Direction: Effective Stewardship of Resources --</b> SRVUSD will maximize resources including time, talent and finances, to advance our student success goals.</p>	
<p><b>Standard of Excellence</b> <b>Goal One:</b> Define the standard of excellence that all SRVUSD students deserve.</p>	<p><b>Strategies</b></p> <ul style="list-style-type: none"> <li>• Collaborate with stakeholders to determine the standard of excellence across all areas of the operation.</li> <li>• Provide equitable access to programs and resources such as the visual and performing arts, technology, and curriculum materials.</li> <li>• Provide equitable access to support services such as counselors and social workers.</li> <li>• Examine/address class sizes and administrative support to equitably support students.</li> </ul>



# San Ramon Valley Unified School District Strategic Directions Process



<p><b>Equitable Resource Allocation</b> <b>Goal Two:</b> Ensure that strategy drives budgetary decisions.</p>	<p><b>Strategies</b></p> <ul style="list-style-type: none"> <li>Assess the organization for system-wide gaps and challenges with regard to equitable allocation of resources.</li> <li>Review allocation of resources and where appropriate, identify new models that prioritize resources toward the greatest area of student need.</li> </ul>
<p><b>Advocacy</b> <b>Goal Three:</b> Participate in advocacy and community outreach efforts to support our students.</p>	<p><b>Strategies</b></p> <ul style="list-style-type: none"> <li>Create and implement an advocacy plan to secure the necessary resources to provide the SRVUSD standard of educational excellence.</li> </ul>

<p><b>Strategic Direction: Culture of Responsiveness</b> -- SRVUSD will effectively serve all stakeholders by listening, responding to questions and concerns in a timely fashion, changing processes and practices when appropriate, and communicating the rationale for decisions so our students' learning and social emotional well-being remain the focus of our efforts.</p>	
<p><b>Communication</b> <b>Goal One:</b> Ensure timely, relevant and accurate communication with all stakeholders.</p>	<p><b>Strategies</b></p> <ul style="list-style-type: none"> <li>Respond to questions in a respectful manner, and within two school days.</li> <li>Clearly communicate when more than two school days are required to properly address an issue.</li> <li>Resolve challenging situations through dialogue and discussion.</li> <li>Provide all staff members with opportunities to share what they are learning from stakeholders so this information can improve systems and processes.</li> <li>Seek feedback from stakeholders in a variety of ways to improve service.</li> </ul>
<p><b>Decision Making</b> <b>Goal Two:</b> Engage stakeholders in decision-making to promote student learning and social emotional well-being in equitable and inclusive learning environments.</p>	<p><b>Strategies</b> All Teams will:</p> <ul style="list-style-type: none"> <li>Gather stakeholder input to examine all processes and procedures that can be improved as part of our commitment to service excellence.</li> </ul>



# San Ramon Valley Unified School District Strategic Directions Process



	<ul style="list-style-type: none"> <li>• Seek out and engage the stakeholder voices, perspectives and experiences that historically have not influenced decision-making.</li> <li>• Communicate the results of feedback/decision-making processes to ensure that stakeholders understand the importance of their role in the decision-making process.</li> </ul>
<p><b>Facilitate Service</b> <b>Goal Three:</b> Enhance the service we provide to our community.</p>	<p><b>Strategies</b></p> <ul style="list-style-type: none"> <li>• Reflect on the policies, procedures and practices within each site and department in order to increase efficiency, effectiveness, and responsiveness to stakeholders.</li> <li>• Create District and school-based websites that enhance the user's experience by being easy to navigate and by providing updated and relevant information.</li> <li>• Support staff to respond to questions from the community effectively and, when necessary, by directing them to the appropriate personnel.</li> </ul>

**San Ramon Valley Unified School District**  
699 Old Orchard Drive, Danville, CA 94526

**DATE:** June 15, 2021

**TOPIC:** CONSIDERATION OF ADOPTION OF THE 2021-24 LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP)

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**DISCUSSION:** In accordance with Education Code Section 52062(b)(1), a public hearing was held on June 1, 2021 to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the 2021-24 Local Control and Accountability Plan. This year's LCAP includes two different reports.

This is the first year of a new three year LCAP cycle. This report includes reflection on the greatest progress and identified needs that surfaced this school year as well as the district's vision for the next three years. This vision is explained through the action steps, metrics and expected outcomes for each of the district's goals identified through stakeholder engagement with feedback from the community and staff. Financial projections related to each goal for 2021-22 are included.

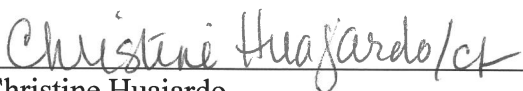
The three year LCAP document also includes an annual update from 2019-20, containing data that was captured just before COVID-19 closed our classrooms. The data is what would have been presented and approved last year. The financial components include an analysis of our goals, measurable outcomes, actions and services on the ways in which the district adapted its budget to support COVID related expenses. The 2020-21 LCP Annual Update provides an update on the 2020-21 Learning Continuity and Attendance Plan. This plan was created last fall in place of formalizing the 2019-20 LCAP and provides an update on the successes, challenges and financial spending related to implementing in-person and distance learning programs and the ongoing response to COVID-19 pandemic.


All other procedural and technical requirements have been met and as such, staff has provided the 2021-24 LCAP for your consideration and adoption. All 2021-24 LCAP expenditures have been included in the District budget. Following adoption, the LCAP will be posted on the district website and forwarded to the Contra Costa County Office of Education along with the District budget for review and approval.

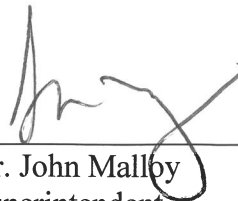
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**RECOMMENDATION:** Adopt the 2021-24 Local Control and Accountability Plan

**BUDGET IMPLICATIONS:** Various, as indicated in the LCAP under budget expenditures.

  
Christine Huajardo  
Assistant Superintendent, Educational Services

  
Greg Medici  
Chief Business Officer

  
Dr. John Malloy  
Superintendent

**San Ramon Valley Unified School District**  
699 Old Orchard Drive, Danville, CA 94526

**DATE:** June 15, 2021

**TOPIC:** CONSIDERATION OF ADOPTION OF THE 2021-22 DISTRICT BUDGET  
INCLUDING THE EXCESS RESERVES REPORT

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**DISCUSSION:**

The proposed 2021-22 General Fund budget and multi-year projection are attached for the Board's consideration. The complete budget for all funds, including backup schedules and criteria and standards are available to review on the district's website at [www.srvusd.net/business](http://www.srvusd.net/business).

The State Constitution requires that the State Budget Bill be presented to the Governor on or before June 15<sup>th</sup>. This deadline has been met. After June 15<sup>th</sup>, budget trailer bills can follow for days or even weeks after the State Budget Bill has been approved by the Legislature. The Governor has until June 30<sup>th</sup> to sign the State's 2021-22 Budget Bill and any trailer bills.

Based on the final version of the State's 2021-22 Budget, any necessary adjustments to the District's 2021-22 Budget will be presented to the Board for consideration in August under a "45 Day Budget Revision" agenda item.

The attached summary includes the key General Fund assumptions, revenues and expenditures, ending balance detail, multi-year projection and a summary of other funds operated by the district.

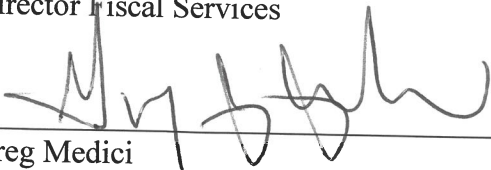
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**RECOMMENDATION:** Adopt the 2021-22 District Budget for all funds.

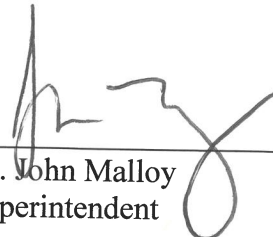
**BUDGET IMPLICATIONS:** As included in the attached.



Gael Treible  
Director Fiscal Services



Greg Medici  
Chief Business Officer



Dr. John Malloy  
Superintendent

10.3

Item Number

# 2021-22 Adopted Budget Report

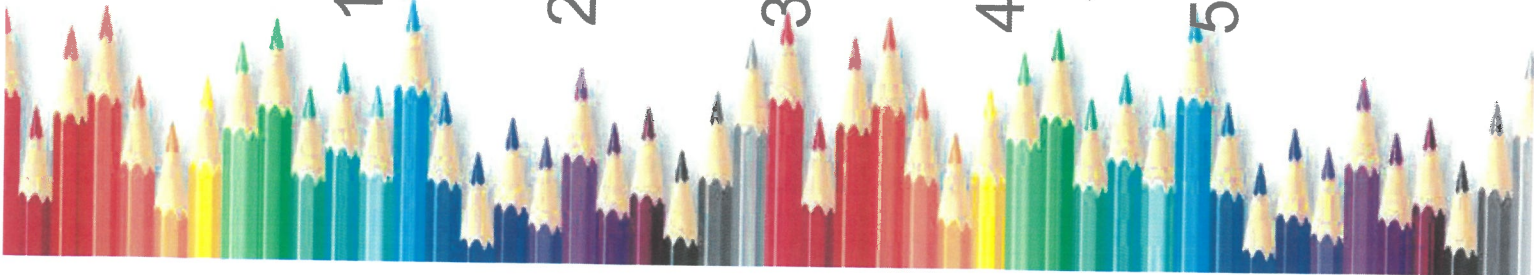
## Summary San Ramon Valley Unified



June 15, 2021

## Context

1. SRVUSD's 2021-22 Adopted Budget Action (Last Board Meeting of the Year --- June 15th)
2. Sacramento's 2021-22 Adopted Budget Action (prior- to June 30<sup>th</sup>)
3. SRVUSD's "45 Day Revision" (August 2021) to Align with Sacramento's Adoption
4. Start of School and Into the Fall Actual SRVUSD Enrollment (August to October 2021)
5. Next Major and Required 2021-22 Comprehensive Financial Budget Update = 2021-22 First Interim (December 2021)





# Board Fiscal Oversight

State law requires all school districts to submit comprehensive financial reports aligned with the timeline below.

Sacramento also requires submission of the reports utilizing a proprietary format and accounting codes.

Report	Period Covered	Due Date
Adopted Budget	New fiscal year	July 1st
First Interim	July 1 - October 31	December 15
Second Interim	July 1 - January 31	March 15
Estimated Actuals	July 1 - June 30	July 1st
Unaudited Actuals	July 1 - June 30	September 15



# 2021-22 Adopted Budget Report 4

## Purpose

- Evaluate District's Financial Position
- Integral Component of Checks and Balances and Board Direction
- Adopt Appropriate Certification (Criteria and Standards Reference)

## SRVUSD Board Oversight

### Board Certifies:

- Positive
  - Qualified
  - Negative
- (Criteria and Standards Reference)

## Result

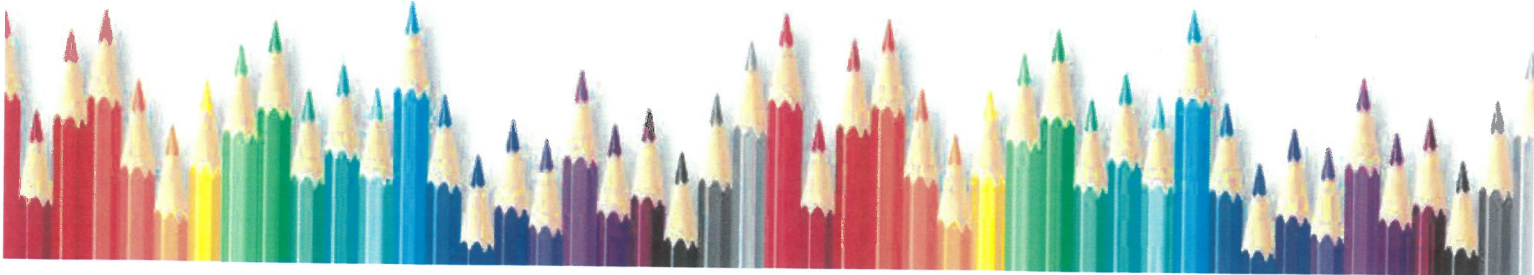
Board Adoption → Report to Contra Costa County Office of Education → Report to Sacramento

# Multi-Year Projection

## 2021-22 Adopted Budget

# 5

Revenues	2021-22 Budget	2022-23 Projection	2023-24 Projection
LCFF Sources	\$287,991,481	\$282,510,611	\$288,751,623
Federal Revenue	\$6,849,930	\$6,679,647	\$6,679,647
Other State Revenue	\$46,113,360	\$45,179,178	\$45,345,633
Other Local Revenue	\$24,249,971	\$24,862,826	\$24,875,924
Transfers In	\$533,980	\$5,140,000	\$0
<b>Total</b>	<b>\$365,738,722</b>	<b>\$364,372,262</b>	<b>\$365,652,827</b>
<b>Expenditures</b>			
Certificated Salaries	\$158,210,577	\$158,615,895	\$156,868,399
Classified Salaries	\$55,587,980	\$56,044,889	\$56,556,238
Employee Benefits	\$109,702,077	\$114,112,259	\$116,059,886
Books and Supplies	\$9,706,926	\$9,042,256	\$8,888,637
Services	\$32,240,528	\$31,214,212	\$31,490,382
Capital Outlay	\$521,085	\$521,085	\$521,085
Other Outgo	\$1,092,091	\$1,092,091	\$1,092,091
Transfers Out	\$2,916,282	\$2,916,282	\$2,916,282
<b>Total</b>	<b>\$369,977,546</b>	<b>\$373,558,969</b>	<b>\$374,393,000</b>
<b>Net Increase (Decrease) in Fund Balance</b>			
	<b>(\$4,238,824)</b>	<b>(\$9,186,707)</b>	<b>(\$8,740,173)</b>



# Multi-Year Projection 2021-22 Adopted Budget

# 6

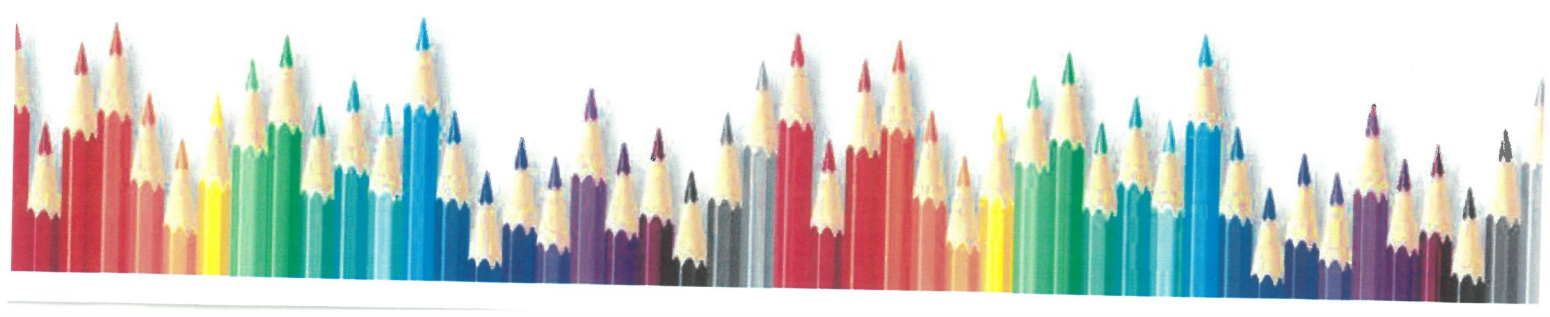
Fund Balance	2021-22 Budget	2022-23 Projection	2023-24 Projection
Net Beginning Fund Balance	\$46,992,900	\$42,754,076	\$33,567,369
Ending Fund Balance	\$42,754,076	\$33,567,369	\$24,827,196
Components of Ending Fund Balance			
Nonspendable	\$673,537	\$581,513	\$581,513
Legally Restricted	\$23,665,830	\$23,264,607	\$22,889,178
Assigned	\$18,414,709	\$9,721,250	\$1,356,506
Designated for Economic Uncertainties (Fund 17)	\$11,514,746	\$11,714,746	\$11,914,746
Declining Enrollment (Fund 17)	\$5,000,000	\$0	\$0
Undesignated/Unappropriated	\$0	\$0	\$0
<b>Totals</b>	<b>\$59,268,822</b>	<b>\$45,282,116</b>	<b>\$36,741,943</b>
<b>Unrestricted Reserve % (EU + Unapprop. )</b>	<b>3.12%</b>	<b>3.14%</b>	<b>3.18%</b>
<b>Unrestricted Reserve % (EU + Unapprop. + 1x Assigned)</b>	<b>9.45%</b>	<b>5.74%</b>	<b>3.54%</b>



# Multi-Year Projection 2021-22 Adopted Budget

# 7

Reserve Components	
Unrestricted General Fund (Fund 01)	
Instructional Materials	0.00
Professional Development	0.00
<b>Site/Department Designated</b>	<b>30,947.00</b>
Technology End User Devices	0.00
<b>LCFF Shortfall</b>	<b>15,110,764.41</b>
Safety and Mental Wellness	0.00
Efficiency Investments	0.00
<b>Bridge Funding</b>	<b>2,719,110.00</b>
<b>LCFF Supplemental Services</b>	<b>464,355.00</b>
<b>Lottery</b>	<b>89,532.37</b>
<b>Total =</b>	<b>18,414,708.78</b>
Restricted General Fund (Fund 01)	
Non-spendable	673,537.00
Legally Restricted	23,665,830.00
<b>Total =</b>	<b>24,339,367.00</b>
Special Reserve (Fund 17)	
Reserve for Economic Uncertainty	
(3% Required for all District under 30,000 ADA)	\$ 11,514,746.00
Declining Enrollment	\$ 5,000,000.00
<b>Total =</b>	<b>16,514,746.00</b>
<b>Grand Total =</b>	<b>\$ 59,268,821.78</b>



# Staff Recommendation 8

- For the Board to Evaluate the District's Financial Position and Adopt the Appropriate Financial Certification



## – “Positive”

District Will Meet Financial Obligations for Current and Two Subsequent Fiscal Years

## – Qualified

District May Not Meet Financial Obligations for Current Fiscal Year or Two Subsequent Fiscal Year

## – Negative

District Unable to Meet Financial Obligations for Remainder of Current Fiscal Year or Subsequent Fiscal Year

- Take Action to Adopt the 2021-22 Adopted Budget

## Next Steps

- 45-Day Budget Revision (August 2021)
- 2020-21 Unaudited Actuals (September 2021)
- 2021-22 First Interim (December 2021)

# Thank you



July 1 Budget  
FINANCIAL REPORTS  
2021-22 Budget  
School District Certification

ANNUAL BUDGET REPORT:  
July 1, 2021 Budget Adoption

Insert "X" in applicable boxes:

- This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.
- If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Public Hearing:

Place: SRVUSD Education Center  
Date: June 01, 2021

Place: SRVUSD Education Center  
Date: June 01, 2021  
Time: 07:00 PM

Adoption Date: June 15, 2021

Signed: \_\_\_\_\_  
Clerk/Secretary of the Governing Board  
(Original signature required)

Contact person for additional information on the budget reports:

Name: Gael Treible Telephone: 925-552-2909  
Title: Director, Fiscal Services E-mail: gtreible@srvusd.net

**Criteria and Standards Review Summary**

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	

July 1 Budget  
FINANCIAL REPORTS  
2021-22 Budget  
School District Certification

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.		X
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.	X	
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.		X
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.		X
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?		X



July 1 Budget  
FINANCIAL REPORTS  
2021-22 Budget  
School District Certification

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2020-21) annual payment?		X
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, are they lifetime benefits?		X
		• If yes, do benefits continue beyond age 65?		X
		• If yes, are benefits funded by pay-as-you-go?	X	
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation)?		X
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for:		
		• Certificated? (Section S8A, Line 1)		X
		• Classified? (Section S8B, Line 1)		X
		• Management/supervisor/confidential? (Section S8C, Line 1)	n/a	
S9	Local Control and Accountability Plan (LCAP)	• Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?		X
		• Adoption date of the LCAP or an update to the LCAP:		Jun 15, 2021
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?		X

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?		X
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	

<b>ADDITIONAL FISCAL INDICATORS (continued)</b>			<b>No</b>	<b>Yes</b>
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?		X
A7	Independent Financial System	Is the district's financial system independent from the county office system?		X
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?		X

District: San Ramon Valley Unified School District  
CDS #: 07-61804

**Adopted Budget  
2021-22 Budget Attachment  
Balances in Excess of Minimum Reserve Requirements**

**Reasons for Assigned and Unassigned Ending Fund Balances in Excess of Minimum Recommended Reserves**

**Education Code Section 42127(a)(2)(B) requires a statement of the reasons that substantiates the need for assigned and unassigned ending fund balances in excess of the minimum reserve standard for economic uncertainties for each fiscal year identified in the budget.**

<b>Combined Assigned and Unassigned/unappropriated Fund Balances</b>			<u>Reference</u>
Form	Fund	2021-22 Budget	
01	General Fund/County School Service Fund	\$18,414,708.78	Resource 0000-1999, Objects 9780/9789/9790
17	Special Reserve Fund for Other Than Capital Outlay Projects	\$16,514,745.77	Form 01
			Form 17
	<b>Total Assigned and Unassigned Ending Fund Balances</b>	<b>\$34,929,454.55</b>	
	District Standard Reserve Level	3%	Form 01CS Line 10B-4 (enter % from line B-4 of 01CS)
	Less District Minimum Reserve for Economic Uncertainties	\$11,206,345.74	Form 01CS Line 10B-7 (enter the \$ from line 7 of 01CS)
	<b>Remaining Balance to Substantiate Need</b>	<b>\$23,723,108.81</b>	

<b>Reasons for Fund Balances in Excess of Minimum Reserve for Economic Uncertainties</b>			
Form	Fund	2021-22 Budget	Description of Need
01	General Fund/County School Service Fund	\$2,341,150.00	22-23 expense greater than revenue in Lottery rs 1100 and Supplemental Services rs 0787.
01	General Fund/County School Service Fund	\$3,000,000.00	Text book adoptions 2022, 2023
01	General Fund/County School Service Fund	\$584,834.37	Site/Dept. controlled carry over
01	General Fund/County School Service Fund	\$2,719,110.00	Negotiated Bridge Funding - one time staffing
01	General Fund/County School Service Fund	\$9,662,595.44	reserve for unanticipated impact of declining enrollment deficit spending
01	General Fund/County School Service Fund		
17	Special Reserve Fund for Other Than Capital Outlay Projects	\$5,415,419.00	LCFF shortfall, unanticipated impact of state budget changes
17	Special Reserve Fund for Other Than Capital Outlay Projects		
	<b>Total of Substantiated Needs</b>	<b>\$23,723,108.81</b>	

Insert Lines above as needed

**Remaining Unsubstantiated Balance** \$0.00 **Balance should be Zero**

**Education Code Section 42127 (d)(1) requires a county superintendent to either conditionally approve or disapprove a school district budget if the district does not provide for EC 42127 (a)(2)(B) public review and discussion at its public budget hearing.**

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	287,991,481.00	-1.90%	282,510,611.00	2.21%	288,751,623.00
2. Federal Revenues	8100-8299	0.00	0.00%		0.00%	0.00
3. Other State Revenues	8300-8599	6,254,908.00	-1.43%	6,165,174.00	-0.93%	6,107,544.00
4. Other Local Revenues	8600-8799	9,190,093.00	6.67%	9,802,948.00	0.13%	9,816,046.00
5. Other Financing Sources						
a. Transfers In	8900-8929	533,980.00	862.58%	5,140,000.00	-100.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(46,576,244.00)	6.08%	(49,410,138.00)	0.56%	(49,686,116.00)
6. Total (Sum lines A1 thru A5c)		257,394,218.00	-1.24%	254,208,595.00	0.31%	254,989,097.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				132,976,209.00		133,082,414.00
b. Step & Column Adjustment				1,259,832.00		1,264,888.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(1,153,627.00)		(2,780,402.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	132,976,209.00	0.08%	133,082,414.00	-1.14%	131,566,900.00
2. Classified Salaries						
a. Base Salaries				32,424,131.00		32,633,361.00
b. Step & Column Adjustment				300,056.00		303,056.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(90,826.00)		(41,693.00)
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	32,424,131.00	0.65%	32,633,361.00	0.80%	32,894,724.00
3. Employee Benefits	3000-3999	73,444,543.00	4.20%	76,528,082.00	1.93%	78,005,825.00
4. Books and Supplies	4000-4999	3,327,635.00	-19.08%	2,692,635.00	-5.20%	2,552,635.00
5. Services and Other Operating Expenditures	5000-5999	15,961,031.00	-0.16%	15,934,715.00	1.73%	16,210,885.00
6. Capital Outlay	6000-6999	5,000.00	0.00%	5,000.00	0.00%	5,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%	0.00	0.00%	0.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(798,410.00)	0.00%	(798,410.00)	0.00%	(798,410.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	2,916,282.00	0.00%	2,916,282.00	0.00%	2,916,282.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		260,256,421.00	1.05%	262,994,079.00	0.14%	263,353,841.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)</b>						
		(2,862,203.00)		(8,785,484.00)		(8,364,744.00)
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 01, line F1e)		21,950,449.30		19,088,246.30		10,302,762.30
2. Ending Fund Balance (Sum lines C and D1)		19,088,246.30		10,302,762.30		1,938,018.30
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	673,537.52		581,513.00		581,513.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		
2. Other Commitments	9760	0.00		0.00		
d. Assigned	9780	18,414,708.78		9,721,249.30		1,356,505.30
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		19,088,246.30		10,302,762.30		1,938,018.30

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789	11,514,745.77		11,374,745.77		11,374,745.77
c. Unassigned/Unappropriated	9790	0.00				
3. Total Available Reserves (Sum lines E1a thru E2c)		11,514,745.77		11,374,745.77		11,374,745.77

**F. ASSUMPTIONS**  
 Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

B1d - 22/23 = Reduced by 10 FTE teachers due to declining enrollment -\$754,221, reduced on-time Supplemental Svcs -\$368, 810, reduced one-time Bridge expense -\$30,596. 23/24 = Reduced 10 FTE teachers due to declining enrollment -\$754,221, reduced one time expense in Supplemental Svcs -\$464,355, reduced one-time Bridge expense -\$1,561,826. B2d - 22/23 = reduced hourly salary expense in Lottery rs 1100 due to reduced revenue -\$90,826. 23/24 = Reduced hourly salary expense in Lottery rs 1100 due to reduced revenue = -\$41,693.

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%	0.00	0.00%	0.00
2. Federal Revenues	8100-8299	6,849,930.00	-2.49%	6,679,647.00	0.00%	6,679,647.00
3. Other State Revenues	8300-8599	39,858,452.00	-2.12%	39,014,004.00	0.57%	39,238,089.00
4. Other Local Revenues	8600-8799	15,059,878.00	0.00%	15,059,878.00	0.00%	15,059,878.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	46,576,244.00	6.08%	49,410,138.00	0.56%	49,686,116.00
6. Total (Sum lines A1 thru A5c)		108,344,504.00	1.68%	110,163,667.00	0.45%	110,663,730.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				25,234,368.00		25,533,481.00
b. Step & Column Adjustment				226,459.00		229,450.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				72,654.00		(461,432.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	25,234,368.00	1.19%	25,533,481.00	-0.91%	25,301,499.00
2. Classified Salaries						
a. Base Salaries				23,163,849.00		23,411,528.00
b. Step & Column Adjustment				201,782.00		204,089.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				45,897.00		45,897.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	23,163,849.00	1.07%	23,411,528.00	1.07%	23,661,514.00
3. Employee Benefits	3000-3999	36,257,534.00	3.66%	37,584,177.00	1.25%	38,054,061.00
4. Books and Supplies	4000-4999	6,379,291.00	-0.47%	6,349,621.00	-0.21%	6,336,002.00
5. Services and Other Operating Expenditures	5000-5999	16,279,497.00	-6.14%	15,279,497.00	0.00%	15,279,497.00
6. Capital Outlay	6000-6999	516,085.00	0.00%	516,085.00	0.00%	516,085.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,092,091.00	0.00%	1,092,091.00	0.00%	1,092,091.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	798,410.00	0.00%	798,410.00	0.00%	798,410.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		109,721,125.00	0.77%	110,564,890.00	0.43%	111,039,159.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b>						
(Line A6 minus line B11)						
		(1,376,621.00)		(401,223.00)		(375,429.00)
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 01, line F1e)		25,042,450.69		23,665,829.69		23,264,606.69
2. Ending Fund Balance (Sum lines C and D1)		23,665,829.69		23,264,606.69		22,889,177.69
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	23,665,829.69		23,264,606.69		22,889,177.69
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance						
(Line D3f must agree with line D2)						
		23,665,829.69		23,264,606.69		22,889,177.69

San Ramon Valley Unified  
Contra Costa County

July 1 Budget  
General Fund  
Multiyear Projections  
Restricted

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
<b>F. ASSUMPTIONS</b>						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
B1d = 22/23 Added 1 FTE SE teacher +\$72,654. 23/24 = Added 1 FTE SE Teacher +\$72,654, redmoved one time Bridge expense -\$534,086. B2d = 22/23 Added 1 FTE SE Para +\$45,897. 23/24 Added 1 FTE SE Para +\$45,897.						

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	287,991,481.00	-1.90%	282,510,611.00	2.21%	288,751,623.00
2. Federal Revenues	8100-8299	6,849,930.00	-2.49%	6,679,647.00	0.00%	6,679,647.00
3. Other State Revenues	8300-8599	46,113,360.00	-2.03%	45,179,178.00	0.37%	45,345,633.00
4. Other Local Revenues	8600-8799	24,249,971.00	2.53%	24,862,826.00	0.05%	24,875,924.00
5. Other Financing Sources						
a. Transfers In	8900-8929	533,980.00	862.58%	5,140,000.00	-100.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		365,738,722.00	-0.37%	364,372,262.00	0.35%	365,652,827.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				158,210,577.00		158,615,895.00
b. Step & Column Adjustment				1,486,291.00		1,494,338.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(1,080,973.00)		(3,241,834.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	158,210,577.00	0.26%	158,615,895.00	-1.10%	156,868,399.00
2. Classified Salaries						
a. Base Salaries				55,587,980.00		56,044,889.00
b. Step & Column Adjustment				501,838.00		507,145.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(44,929.00)		4,204.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	55,587,980.00	0.82%	56,044,889.00	0.91%	56,556,238.00
3. Employee Benefits	3000-3999	109,702,077.00	4.02%	114,112,259.00	1.71%	116,059,886.00
4. Books and Supplies	4000-4999	9,706,926.00	-6.85%	9,042,256.00	-1.70%	8,888,637.00
5. Services and Other Operating Expenditures	5000-5999	32,240,528.00	-3.18%	31,214,212.00	0.88%	31,490,382.00
6. Capital Outlay	6000-6999	521,085.00	0.00%	521,085.00	0.00%	521,085.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,092,091.00	0.00%	1,092,091.00	0.00%	1,092,091.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	0.00	0.00%	0.00	0.00%	0.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	2,916,282.00	0.00%	2,916,282.00	0.00%	2,916,282.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		369,977,546.00	0.97%	373,558,969.00	0.22%	374,393,000.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b>						
(Line A6 minus line B11)						
		(4,238,824.00)		(9,186,707.00)		(8,740,173.00)
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 01, line F1e)		46,992,899.99		42,754,075.99		33,567,368.99
2. Ending Fund Balance (Sum lines C and D1)		42,754,075.99		33,567,368.99		24,827,195.99
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	673,537.52		581,513.00		581,513.00
b. Restricted	9740	23,665,829.69		23,264,606.69		22,889,177.69
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	18,414,708.78		9,721,249.30		1,356,505.30
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance						
(Line D3f must agree with line D2)		42,754,075.99		33,567,368.99		24,827,195.99



Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	11,514,745.77		11,374,745.77		11,374,745.77
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		11,514,745.77		11,374,745.77		11,374,745.77
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		3.11%		3.04%		3.04%
<b>F. RECOMMENDED RESERVES</b>						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	No					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds						
(Column A: Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00		0.00		0.00
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form A, Estimated P-2 ADA column, Lines A4 and C4; enter projections)						
		29,555.99		29,289.87		29,023.75
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		369,977,546.00		373,558,969.00		374,393,000.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		369,977,546.00		373,558,969.00		374,393,000.00
d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		11,099,326.38		11,206,769.07		11,231,790.00
f. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		11,099,326.38		11,206,769.07		11,231,790.00
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
699 Old Orchard Drive, Danville, CA 94526

**DATE:** June 15, 2021

**TOPIC:** CONSIDERATION OF APPROVAL OF RESOLUTION #81/20-21,  
PROCLAIMING THE MONTH OF JUNE AS LESBIAN, GAY,  
BISEXUAL, TRANSGENDER, AND QUEER (LGBTQ+) PRIDE MONTH

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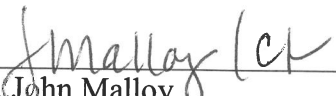
**DISCUSSION:**

The San Ramon Valley Unified School District honors, supports and promotes the inclusive and respectful treatment of all students, employees, family members and community members, including the LGBTQ+ community, and recognizes that the most vulnerable members of the LGBTQ+ community are the youth in TK-12 schools.

In recognition of these beliefs, the District has put forth this resolution declaring June as LGBTQ+ Pride Month in the SRVUSD and to fly the Pride Flag at the District office beginning June 2021 and at all District sites beginning June 2022 to honor the contributions of the LGBTQ+ community and to show solidarity as an ally.

**RECOMMENDATION:** The Board approves the recommendation of staff to approve Resolution #81/20-21.

**BUDGET IMPLICATIONS:** Unknown

  
\_\_\_\_\_  
Dr. John Malloy  
Superintendent

10.4

Item Number

**RESOLUTION NO. 81/20-21  
PROCLAIMING THE MONTH OF JUNE AS LESBIAN, GAY, BISEXUAL,  
TRANSGENDER, AND QUEER (LGBTQ+) PRIDE MONTH**

**WHEREAS**, the San Ramon Valley Unified School District models, advocates, actively supports and promotes the inclusive and respectful treatment of all students, employees, family members, and community members; and

**WHEREAS**, the strength and richness of our community is in its diversity. The vibrance and character of the San Ramon Valley Unified School District education community is enhanced by each individual's unique identities; and

**WHEREAS**, the San Ramon Valley Unified School District values and welcomes diversity of our student body, our teachers, our staff, our administrators, and our families; and is committed to embracing, supporting, and celebrating our community's diversity through inclusion, equity, and belonging, as well as preventing discrimination and bullying based on sexual orientation and gender identity, thereby empowering each and every student to reach their full potential; and

**WHEREAS**, education regarding Lesbian, Gay, Bisexual, Transgender, Queer and similar historically marginalized communities (LGBTQ+) issues increases understanding and cultivates allies for LGBTQ+ children and youth; and

**WHEREAS**, students are empowered to reach their full potential when their voices are valued, systemic inequities are addressed and opportunity gaps are closed; and

**WHEREAS**, the SRVUSD recognizes that the most vulnerable members of the LGBTQ+ community are the youth in TK-12 schools and that the lack of awareness and understanding of issues facing LGBTQ+ children and youth has contributed to higher rates of school dropout, academic failure, school disengagement, and self harm; and

**WHEREAS**, June is a time to celebrate our dynamic LGBTQ+ community, raise awareness of services, and foster a dialogue to promote healthy, safe, and fulfilling school climates for all; and

**WHEREAS**, flying the progress pride flag throughout the month of June further symbolizes the District's celebration of diversity and support for the LGBTQ+ community. The pride flag will be flown at the District office beginning June 2021 and at all District

sites beginning June 2022.

6/15/21  
Page 44 of 139  
Item 10.4

**THEREFORE, BE IT RESOLVED**, that the San Ramon Valley Unified School District Board of Education proclaims the month of June as Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) Pride Month, proudly flies the progress pride flag, and encourages recognition of the contributions made by members of the LGBTQ+ community.

**PASSED AND ADOPTED** by the Governing Board of Education of the San Ramon Valley Unified School District of the County of Contra Costa, on this 15th day of June 2021, by the following vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

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President of the Board of Trustees  
San Ramon Valley Unified School District  
Contra Costa County, California

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
699 Old Orchard Drive, Danville, CA 94526

**DATE:** June 15, 2021

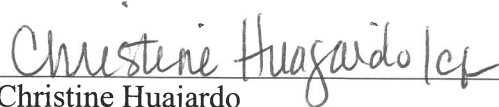
**TOPIC:** CONSIDERATION OF APPROVAL OF THE COLLEGE AND CAREER  
ACCESS PATHWAYS PARTNERSHIP AGREEMENT (CCAP)


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**DISCUSSION:** The College and Career Access Pathways (CCAP) is a partnership agreement between SRVUSD and Diablo Valley College, San Ramon Campus (DVC - SR), for the 2021-2022 school year. In general, the goal of CCAP agreements is to improve the college and career readiness of high school students by increasing the opportunities for dual enrollment at the community college associated with the school district. The courses designated in the CCAP agreement are associated with the CollegeConnect program and include four enrichment courses independent of the CollegeConnect program that will be available in the spring 2022 semester. The College and Career Access Pathways Partnership Agreement, if approved, would expire in July of 2022.

**RECOMMENDATION:** Administration supports the College and Career Access Pathways Partnership Agreement and will open the floor to public comment and Board approval.

**BUDGET IMPLICATIONS:** The total cost of books and instructional materials for SRVUSD students in the CollegeConnect program will be borne by the District and taken out of textbook funds. The five enrichment courses will use OERs (Online Educational Resources) and/or zero-cost textbooks, therefore having no financial impact to the District.

  
Christine Huajardo  
Assistant Superintendent

  
Dr. John Malloy  
Superintendent

**CONTRA COSTA COMMUNITY COLLEGE DISTRICT  
COLLEGE AND CAREER ACCESS PATHWAYS  
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT  
2021-2022**

This College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Diablo Valley College, San Ramon Campus (“COLLEGE”) a college of the Contra Costa Community College District (“4CD”), 500 Court Street, Martinez, CA 94553, and San Ramon Valley Unified School District (“SCHOOL DISTRICT”).

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the Contra Costa Community College District; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, SCHOOL DISTRICT is a public school district serving grades 9-12 located in Contra Costa County and within the regional service area of 4CD, unless otherwise specified and agreed to as specified in Sec. 2 (e); and

WHEREAS, 4CD and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 30, for high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school, including continuation high school, to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness” as specified in Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor’s Office, 4CD and COLLEGE;

NOW THEREFORE, 4CD, the COLLEGE and SCHOOL DISTRICT agree as follows:

**1. TERM OF AGREEMENT**

- 1.1 The term of this CCAP Agreement shall be for one year beginning on *July 1, 2021*, and ending on *June, 30, 2022*, and requires annual renewal each year by July 1, unless otherwise terminated in accordance with Section 20 of this Agreement.

*Note: All referenced Sections from AB 30 (Education Code 76004)*

- 1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. Sec. 2 (c)(1)
- 1.3 The CCAP Agreement Appendix shall identify a point of contact for the participating community college district (COLLEGE and 4CD) and SCHOOL DISTRICT partners. Sec. 2 (c)(2)
- 1.1 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department [California Department of Education] before the start of the CCAP partnership. Sec. 2 (c)(3)

## **2. DEFINITIONS**

- 2.1 CCAP Agreement Courses - Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of 4CD and applicable law. Sec. 2 (a)
- 2.2 Consistent with AB 30, this CCAP Agreement may include “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- 2.3 Pupil or Student - A resident or nonresident student attending high school in California. Pursuant to SB 150, Concurrent enrollment in secondary school and community college: nonresident tuition exemption: Effective January 1, 2014, concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for the SB 150 waiver of nonresident tuition while still in high school. Students must be special admit part-time students who are attending high school in California.

## **1. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY**

*Note: All referenced Sections from AB 30 (Education Code 76004)*

- 2.4 Student Eligibility – Eligible students include those who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” as specified Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- 2.5 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall be in compliance with applicable law and 4CD standards and policies.
- 2.6 College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and 4CD policy.
- 2.7 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.
- 2.8 Priority Enrollment - A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil’s CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001. Sec. 2 (g)(1) Units completed by a high school student may count towards determining a student’s registration priority for enrollment and course registration at the community college. Sec. 2 (g)(2)
- 2.9 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)
- 2.10 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 30, Sec. 2 (p)(1)(2)(3). Specifically, the units must constitute no more than four community college

*Note: All referenced Sections from AB 30 (Education Code 76004)*



courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.

- 2.11 Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

### **3. COLLEGE APPLICATION PROCEDURE**

- 3.1 The COLLEGE will be responsible for processing student applications.
- 3.2 The COLLEGE will provide the necessary admission and registration forms and procedures and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.
- 4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.
- 4.4 The SCHOOL DISTRICT and COLLEGE understand and agree that successful COLLEGE admission and registration requires that each participating student has completed the COLLEGE enrollment application process.
- 4.5 High school students participating in a CCAP partnership will only be required to submit one parental consent form and principal recommendation for the duration of the pupil's participation in the CCAP partnership, Sec. 2 (c) (1)
- 4.6 Participating students enrolled in a course offered through a CCAP Agreement shall not be assessed any fee described in the following California Education Code Sections: 49011 Pupil fees; 76060.5 Student representation fee; 76140, 76141, and 76142 Nonresident tuition and corresponding permissible "capital outlay" fee and/or "processing fee"; 76223 Transcript fees; 76300 Course enrollment fees; 76350 Apprenticeship course fees; and 79121 Child development center fees. Sec. 2 (f)(q)

### **4. PARTICIPATING STUDENTS**

- 4.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011 Pupil fees. See also Sec. 2 (f)(q). The governing board of a community college district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5 Student representation fee; 76140, 76141 and 76142 Nonresident tuition and corresponding permissible "capital

*Note: All referenced Sections from AB 30 (Education Code 76004)*

outlay” fee and/or “processing fee”; 76223 Transcript fees; 76300 Course enrollment fees; 76350 Apprenticeship course fees; and 79121 Child development center fees.

- 4.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Costs will be borne by SCHOOL DISTRICT.
- 4.3 Participating students must meet all 4CD prerequisite requirements as established by the 4CD and stated in the college catalog before enrolling in a course offered as part of this CCAP Agreement.
- 4.4 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COLLEGE transcript. Students may submit a request for Pass/No Pass if the course is designated as such in the COLLEGE catalog.
- 4.5 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COLLEGE for information regarding applicable policies and procedures.
- 4.6 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement will be eligible for student support services, which shall be available to them at the COLLEGE or through the SCHOOL DISTRICT. COLLEGE shall ensure that student support services, including counseling and guidance, assistance with placement, and tutoring are available to participating students at the COLLEGE. SCHOOL DISTRICT shall ensure that support services, including counseling and guidance, and assistance with placement are available to students at the SCHOOL DISTRICT.
- 4.7 Students who withdraw from courses offered as part of this CCAP Agreement will not receive COLLEGE credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines. Transcripts will be annotated according to COLLEGE policy.
- 4.8 A course dropped within the 4CD drop “without a W” deadline will not appear on the SCHOOL DISTRICT or the COLLEGE transcript.

## **5. CCAP AGREEMENT COURSES**

- 5.1 A COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus within the SCHOOL DISTRICT during the regular school day and the community college course is offered pursuant to a CCAP Agreement. Sec. 2 (o)(1)

*Note: All referenced Sections from AB 30 (Education Code 76004)*

- 5.2 Courses offered as part of this CCAP Agreement at the COLLEGE must be open to community college students. Sec. 2 (o)(1)
- 5.3 The COLLEGE is responsible for all courses and educational programs offered as part of CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 5.4 The scope, nature, time, location, and listing of courses offered by a COLLEGE shall be determined by COLLEGE with the approval of the Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c)(1)
- 5.5 Courses offered as part of a CCAP Agreement either at the COLLEGE or SCHOOL DISTRICT shall be jointly reviewed and approved.
- 5.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with 4CD academic standards.
- 5.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits.
- 5.8 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department.
- 5.9 Courses offered as part of this CCAP Agreement and taught by SCHOOL DISTRICT instructors are part of an approved Instructional Service Agreement as required by 4CD Business Procedure 2.02.
- 5.10 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to 4CD and COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between 4CD and/or COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the 4CD and/or COLLEGE regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 5.11 Site visits and instructor evaluations by one or more representatives of the COLLEGE and/or 4CD shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement within the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE campus and in compliance with 4CD academic standards.

*Note: All referenced Sections from AB 30 (Education Code 76004)*

- 5.12 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with 4CD and COLLEGE guidelines, policies, pertinent statutes and regulations.
- 5.13 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with 4CD guidelines, policies, pertinent statutes, and regulations.
- 5.14 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.
- 5.15 This CCAP Agreement certifies that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering SCHOOL DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT and the COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. Sec. 2 (n)

## 6. INSTRUCTOR(S)

- 6.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the 4CD.
- 6.2 The CCAP Agreement Appendix shall specify which participating SCHOOL DISTRICT or COLLEGE will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. Sec. 2 (m)(1)
- 6.3 This CCAP Agreement specifies that the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m)(2)
- 6.4 Instructors who teach COLLEGE courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
- 6.5 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to

*Note: All referenced Sections from AB 30 (Education Code 76004)*

teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site.

- 6.6 The COLLEGE may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of 4CD specifically with regard to their duties and qualifications as instructors.
- 6.7 Prior to teaching, faculty provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.
- 6.8 Faculty provided by the SCHOOL DISTRICT will participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to addressing course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 6.9 Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for faculty of the COLLEGE, subject to the approval of 4CD.
- 6.10 The COLLEGE shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction, subject to approval by 4CD.

## **7. ASSESSMENT OF LEARNING AND CONDUCT**

- 7.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 7.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those applied to students in courses taught on the COLLEGE campus.
- 7.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.

*Note: All referenced Sections from AB 30 (Education Code 76004)*

- 7.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

**8. LIAISON AND COORDINATION OF RESPONSIBILITIES**

- 8.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with 4CD policies and standards. Sec. 2 (c)(2)
- 8.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c)(2)
- 8.3 The COLLEGE will provide SCHOOL DISTRICT personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments, outreach/recruitment activities and compliance with 4CD policy and COLLEGE procedures and academic standards.
- 8.4 The SCHOOL DISTRICT shall provide personnel to perform clerical services and services associated with student outreach and recruitment activities, student placement and college applications, the enrollment of eligible students and other related services as deemed necessary.
- 8.5 The SCHOOL DISTRICT's personnel will perform services specified in 9.4 as part of their regular assignment. SCHOOL DISTRICT personnel performing these services will be employees of SCHOOL DISTRICT, subject to the authority of SCHOOL DISTRICT, but will also be subject to the direction of COLLEGE, specifically with regard to their duties pertaining to the COLLEGE courses.
- 8.6 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information: Sec. 2 (t)(1)(A-E)
- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t)(1)(A)
  - The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2 (t)(1)(B)

*Note: All referenced Sections from AB 30 (Education Code 76004)*

- The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t)(C)
- The total number of full-time equivalent students (FTES) generated by CCAP partnership community college district participants. Sec. 2 (t)(1)(D)
- The total number of full-time equivalent students served online generated by CCAP partnership community college district participants. Sec. 2 (t)(1)(E)

## 9. APPORTIONMENT

- 9.1 4CD shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 9.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o)(2)
- 9.3 4CD shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. Sec. 2 (r)
- 9.4 The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Sec. 2 (s)
- 9.5 Effective January 1, 2017, AB 2364, amended California Education Code 76140 to exempt specific nonresident students who live and attend high school in California from nonresident tuition for community college dual enrollment coursework. With the passage of AB 2364 Districts are allowed to claim apportionment for students eligible for nonresident tuition exemption.

## 10. CERTIFICATIONS

- 10.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.

*Note: All referenced Sections from AB 30 (Education Code 76004)*

- 10.2 4CD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- 10.3 The SCHOOL DISTRICT agrees and acknowledges that 4CD will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.
- 10.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)
- 10.5 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)
- 10.6 This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. Sec. 2 (j)
- 10.7 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (l)

## **11. STUDENT ACCESS**

- 1.1 4CD and the COLLEGE certify that the execution of this Agreement will not reduce access to courses offered at the COLLEGE, that courses included in this Agreement are not oversubscribed, and that students participating in this Agreement will not result in enrollment displacement of otherwise eligible adults at the COLLEGE. Sec. 2 (k)(1-3).
- 1.2 The CCAP Agreement Appendix specifies scheduling and enrollment protocols to be observed by 4CD and the COLLEGE to ensure compliance with 12.1. Sec. 2 (k)(1-3).

## **12. PROGRAM IMPROVEMENT**

- 12.1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

*Note: All referenced Sections from AB 30 (Education Code 76004)*



### **13. RECORDS**

- 13.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.
- 13.2 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

### **14. REIMBURSEMENT**

- 14.1 The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.

### **15. FACILITIES**

- 15.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to 4CD or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 15.2 The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. SCHOOL DISTRICT understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.
- 15.3 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

### **16. INDEMNIFICATION**

- 16.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and 4CD and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL

*Note: All referenced Sections from AB 30 (Education Code 76004)*

DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.

- 16.2 The 4CD agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of 4CD and COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the 4CD and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

## **17. INSURANCE**

- 17.1 The SCHOOL DISTRICT, in order to protect the 4CD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE and 4CD, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including such endorsement shall be furnished to the COLLEGE and to 4CD.
- 17.2 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COLLEGE and 4CD, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

## **18. NON-DISCRIMINATION**

*Note: All referenced Sections from AB 30 (Education Code 76004)*

- 18.1 Neither the SCHOOL DISTRICT nor the COLLEGE and 4CD shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

## **19. TERMINATION**

- 19.1 Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Section 20 below.

## **20. NOTICES**

- 20.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

**COLLEGE**

Diablo Valley College, San Ramon Campus  
1690 Watermill Road  
San Ramon, CA 94582  
Attn: Kenyetta Tribble, Senior Dean

**4CD**

Contra Costa Community College District  
500 Court St.  
Martinez, CA 94553  
Attn: Kelly Schelin, Associate Vice Chancellor, Educational Services

**SCHOOL DISTRICT**

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
699 Old Orchard Drive  
Danville, CA 94526  
Attn: Dr. John Malloy, Superintendent

## **21. INTEGRATION**

- 21.1 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

## **22. MODIFICATION AND AMENDMENT**

*Note: All referenced Sections from AB 30 (Education Code 76004)*

22.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

**23. GOVERNING LAWS**

23.1 This agreement shall be interpreted according to the laws of the State of California.

**24. COMMUNITY COLLEGE DISTRICT BOUNDARIES**

24.1 For locations outside the geographical boundaries of 4CD, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

**25. SEVERABILITY**

25.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

**26. COUNTERPARTS**

26.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on *May 25, 2021*

By: \_\_\_\_\_  
Dr. John Malloy  
Superintendent  
San Ramon Valley Unified School District

By: \_\_\_\_\_  
Susan Lamb  
President  
Diablo Valley College

By: \_\_\_\_\_  
Eugene Huff,  
Executive Vice Chancellor, Admin. Services  
Contra Costa Community College District

*Note: All referenced Sections from AB 30 (Education Code 76004)*

## APPENDIX

### COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS, the College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Diablo Valley College, San Ramon Campus (“COLLEGE”) a college of the Contra Costa Community College District (4CD), 500 Court Street, Martinez, CA 94553 and San Ramon Valley Unified School District (“SCHOOL DISTRICT”).

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and *Sec. 2 (c)(1)*

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and *Sec. 2 (c)(1)*

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; *Sec. 2 (k)(3)*

NOW THEREFORE, 4CD, the COLLEGE and SCHOOL DISTRICT agree as follows:

#### 1. CCAP AGREEMENT

- a. COLLEGE and SCHOOL DISTRICT, at an open public meeting of the each district’s governing board, shall present, take comments from the public regarding, and approve or disapprove this CCAP Agreement. *Sec. 2 (b)*
- b. COLLEGE and SCHOOL DISTRICT shall consult with, and consider the input of, the local workforce development board to determine the extent to which career technical education pathways to be provided under the partnership are aligned with regional and statewide employment needs. *Sec. 2.5 (b)(1)*
- c. COLLEGE shall file this CCAP Agreement with the office of the Chancellor of the California community colleges prior to the start of the partnership. *Sec. 2 (c)(3)*
- d. COLLEGE and SCHOOL DISTRICT shall review and establish new or amended CCAP Agreements annually on or before July 1 and follow the protocols set forth in (a) and (b) of this section.<sup>4</sup>

*Note: All referenced Sections from AB 30 (Education Code 76004)*

- e. 4CD, COLLEGE and SCHOOL DISTRICT point of contact: *Sec. 2 (c)(2)*

LOCATION	NAME	TELEPHONE	EMAIL
4CD:	Kelly Schelin Associate Vice Chancellor, Ed. Svcs.	925-229-6826	kschelin@4cd.edu
College:	Kenyetta Tribble, Senior Dean, DVC- SRC	925-551-6204	ktribble@dvc.edu
School District:	Dave Kravitz Director of Instructional Services	925-552-2939	dkravitz@srvusd.net

## 2. STUDENT SELECTION

- a. SCHOOL DISTRICT shall certify that all participating students meet the minimum school day reporting requirements as specified in California Education Code 46114 and 41146. In all circumstances the COLLEGE shall claim allowable FTES for the enrollment of high school students in a CCAP Agreement community college course.
- b. SCHOOL DISTRICT shall select students consistent with the intent of AB 30 to include: high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” *Sec. 2 (a)* and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” *Sec. 1 (d)*
- c. COLLEGE and SCHOOL DISTRICT shall certify that participating students will have a signed parental consent form on file with the COLLEGE. *Sec. 2 (c)(1)*
- d. COLLEGE and SCHOOL DISTRICT shall certify that participating students may enroll in up to a maximum of 15 units per term, the units may not constitute more than four courses per term, the units are part of an academic (educational) program identified as part of this CCAP Agreement, and the units are part of an academic (educational) program designed to award students both a high school diploma and an associate degree or a certificate or credential. *Sec. 2 (p)(1-3)*

## 3. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

- a. COLLEGE is responsible for all educational program(s) and course(s) offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

*Note: All referenced Sections from AB 30 (Education Code 76004)*

*Note: All referenced Sections from AB 30 (Education Code 76004)*

4. CCAP AGREEMENT PROGRAM YEAR 2021-2022 -

PROGRAM YEAR: 2021-2022 COLLEGE: Diablo Valley College, San Ramon Campus  
 EDUCATIONAL PROGRAM: College Connect/CA - IGECT SCHOOL DISTRICT: San Ramon Valley Unified School District  
 HIGH SCHOOL(S): California, Del Amigo, Dougherty Valley, Monte Vista, San Ramon Valley & Venture

**TOTAL NUMBER OF STUDENTS TO BE SERVED: up to 270** **TOTAL PROJECTED FTES: 24 Fall/40 Spring and 4 Summer**

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD*	LOCATION
ADJUS	120	SP22	ONLINE	ONLINE	TBD	■ CC <input type="checkbox"/> HS <input type="checkbox"/>	■ CC <input type="checkbox"/> HS <input type="checkbox"/> ■ ONLINE
ANTHRO	130	SP22	ONLINE	ONLINE	TBD	■ CC <input type="checkbox"/> HS <input type="checkbox"/>	■ CC <input type="checkbox"/> HS <input type="checkbox"/> ■ ONLINE
BIOSC	102	FA21/SP22	ONLINE w/Synchronous Meetings 2:30-3:30PM/ 2:30PM-3:55PM 4:20PM-7:30PM	T 2:30-3:30PM / T TH 2:30PM-3:55PM TH 4:20PM-7:30PM	GALVAN, KATHERINE	■ CC <input type="checkbox"/> HS <input type="checkbox"/>	■ CC <input type="checkbox"/> HS <input type="checkbox"/> ■ ONLINE
BUS	109	SP22	ONLINE w/Synchronous Meetings 4:05-5:30PM	ONLINE W 4:05-5:30PM	TBD	■ CC <input type="checkbox"/> HS <input type="checkbox"/>	■ CC <input type="checkbox"/> HS <input type="checkbox"/> ■ ONLINE
COUNS	120	SU21/SU22	ONLINE	ONLINE	HANNA, GEORGE	■ CC <input type="checkbox"/> HS <input type="checkbox"/>	■ CC <input type="checkbox"/> HS <input type="checkbox"/> ■ ONLINE
ECON	221	FA21	ONLINE	ONLINE	LACAYO, ALLAN	■ CC <input type="checkbox"/> HS <input type="checkbox"/>	■ CC <input type="checkbox"/> HS <input type="checkbox"/> ■ ONLINE
ENGL	222	SP22	4:05-5:30PM	T TH 4:05-5:30PM	TBD	■ CC <input type="checkbox"/> HS <input type="checkbox"/>	■ CC <input type="checkbox"/> HS <input type="checkbox"/> ■ ONLINE
FTVE	210	FA21/SP22	ONLINE 4:05-7:15pm	TH 4:05-7:15 PM	CEMBELLIN, DOUG	■ CC <input type="checkbox"/> HS <input type="checkbox"/>	■ CC <input type="checkbox"/> HS <input type="checkbox"/> ■ ONLINE

Note: All referenced Sections from AB 30 (Education Code 76004)



HIST	124	SP22		ONLINE w/Synchronous Meetings 2:30- 3:30PM	ONLINE Th 2:30- 3:30PM	SCHAFFER, BRIDGITTE	■ CC ■ HS	□	■ CC ■ HS	■ CC ■ ONLINE
OCEAN	102	SP22		ONLINE w/Synchronous Meetings 2:30- 3:30PM and 4:20PM-7:30PM	ONLINE Lecture T Th 2:30-3:30PM Lab T 4:20PM- 7:30PM	REYES, BRANDON	■ CC ■ HS	□ HS	■ CC ■ HS	■ ONLINE
NUTRI	115	SP22		ONLINE	ONLINE	TBD	■ CC ■ HS	□ HS	■ CC ■ HS	■ ONLINE
POLSC	121	FA21		ONLINE/ONLINE 6:00-7:00 PM	ONLINE/ ONLINE T 6:00-7:00 PM	WING, LAURA/ KROPF, JOHN	■ CC ■ HS	□	■ CC ■ HS	■ ONLINE
PSYCH	101	FA21/SP22		ONLINE 2:30-3:55 PM	ONLINE T TH 2:30- 3:55PM	LOPEZ, NOELLE	■ CC ■ HS	□	■ CC ■ HS	■ ONLINE
SOCIO	120	FA21/SP22		ONLINE 5:00-7:00 PM	ONLINE T 5:00-7:00pm	BROWN, NANCY	■ CC ■ HS	□	■ CC ■ HS	■ ONLINE

\*Pursuant to 4CD Business Procedure 2.02, Instruction Service Agreement (ISA), the college must complete and submit an ISA if the Employer of Record is the School District for the instructor teaching the course(s) listed.

**Required:** Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Sec. 2 (c)(1)):

Juniors and Seniors who are on track to graduate from high school, who are thinking of attending community college, who have expressed interest in attending DVC, and who have high potential, will be recruited for this program based on a minimum GPA of 2.5. Priority will be given to first generation college students and under-served populations. The program is not designed for students who may not graduate from high school, have behavioral issues, or who have high absentee rates, nor is it designed for highly motivated students who have a clear trajectory towards a 4-year university or college.

Please Note: The times listed for SP22 classes are subject to change.

**5. BOOKS AND INSTRUCTIONAL MATERIALS** - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

<b>COURSE NAME</b>	<b>TEXT</b>	<b>COST</b>	<b>OTHER INSTRUCTIONAL MATERIALS</b>	<b>COST</b>
ADJUS 120 Introduction to Administration of Justice	Open Educational Resources/Zero Cost Textbooks	\$0		
ANTHRO 130 Cultural Anthropology	Open Educational Resources/Zero Cost Textbooks	\$0		
BIOOSC 102 Fundamentals of Biological Science	CAMPBELL: ESSENTIAL BIOLOGY WITH PHYSIOLOGY (SIMON)	\$182.65	BIOOSC 102 LAB MANUAL	\$19.95
COUNS 120 Student Success	NO TEXTBOOK/ SEE INSTRUCTOR FOR CLASS MATERIALS	\$0		
ECON 221 Principles of Microeconomics	ECONOMICS (KARLAN)	\$68.90		
ENGL 222 Creative Writing	Open Educational Resources/Zero Cost Textbooks	\$0		

FTVE 210 American Ethnic Cultures in Film	FILM STUDIES (SIKOV)	\$24.10		
HIST 124 History of California	CALIFORNIA (ROLLE)/ ALICE MEMOIRSOFA BARBARY COAST or CHERNY / COMPETING VISIONS: HISTORY OF CALIFORNIA	\$59.00/\$17.6 0		
OCEAN 102 Fundamentals of Oceanography with Laboratory	OCEANOGRAPHY: AN INVITATION TO MARINE SCIENCE, + MINDTAP	\$60.80		
POLSC 121 Introduction to United States Government	OPENSTAX.ORG/DETAILS/BOOKS/AMERICAN -GOVERNMENT / AMERICAN GOVERNMENT (HEINEMAN)	\$0/\$17.85		
PSYCH 101 Introduction to the Psychology	MYERS / EXPLORING PSYCHOLOGY (LOOSE- LEAF)	\$53.94		
NUTRI 115 Nutrition and Health: Personal Applications	Open Educational Resources/Zero Cost Textbooks	\$0		
SOCIO 120 Introduction to Sociology	BASIRICO/INTRODUCTION TO SOCIOLOGY (LOOSE LEAF)	\$55.05		

BIOSC 102 Fundamentals of Biological Science	CAMPBELL: ESSENTIAL BIOLOGY WITH PHYSIOLOGY (SIMON)	\$182.65	BIOSC 102 LAB MANUAL	\$19.95
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**Note:** Local agreement regarding books used for the program.

DVC San Ramon Campus Department Chairs agree to select faculty for the College Connect and other CCAP designated courses who are willing to use the textbooks purchased by SRVUSD for several years (to be updated annually), as long as the books is still available from the publisher. Faculty may use free Open Educational Resources (OERs)/ Zero Costa Textbooks in lieu of the textbooks listed above or use textbooks purchased by the SRVUSD for previous courses in the program.

**6. MANDATED ANNUAL STATE REPORTING**

- a. COLLEGE and SCHOOL DISTRICT shall ensure accurate and timely reporting of the total number of full-time equivalent students generated by CCAP partnership community college district participants.
- b. COLLEGE and SCHOOL DISTRICT shall report the annual total number of unduplicated high school student headcount by school site enrolled in each CCAP Agreement, aggregated by gender and ethnicity and reconciled on or before **September 1, 2022** and shall be reported annually in compliance with all applicable state and federal privacy laws. 4CD shall annually report the student data to the office of the Chancellor of the California Community Colleges. *Sec. 2 (t)(1)(A)*
- c. COLLEGE and SCHOOL DISTRICT shall report the annual total number of community college courses by category and type and by school site enrolled in by this CCAP Agreement. *Sec. 2 (t)(1)(B)*
- d. COLLEGE and SCHOOL DISTRICT shall report the annual total number of the unduplicated high school student headcount and the percentage of successful course completions, by course category and type and by school site. *Sec. 2 (t)(1)(C)*
- e. COLLEGE and SCHOOL DISTRICT shall report the annual total number of full-time equivalent students generated by this CCAP Agreement. *Sec. 2 (t)(1)(D)*
- f. SCHOOL DISTRICT shall be responsible for assignment monitoring and reporting to the county office of education. *Sec. 2 (m)(1)*
- g. SCHOOL DISTRICT shall be responsible for all reporting requirements pursuant to applicable federal teacher quality mandates. *Sec. 2 (m)(2)*
- h. COLLEGE and SCHOOL DISTRICT shall ensure that the point of contact for each site establish protocols for the collection and dissemination of participating student data each semester within 30 days of the end of the term.

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**CCAP AGREEMENT DATA MATCH AND REPORTING**

- a. COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- b. COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

**8. STUDENT ACCESS**

- a. 4CD and the COLLEGE shall abide by the following protocols to ensure that a community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE. Sec. 2 (k)(1)
- The COLLEGE shall not reduce the frequency or number of a community college course(s) at the COLLEGE as a result of offering the same course(s) for college credit at the participating SCHOOL DISTRICT.
  - Example: Courses that are typically offered one time per academic year at the COLLEGE will continue to be offered at the same frequency, even if the course is simultaneously offered for college credit at the participating SCHOOL DISTRICT.
- b. 4CD and the COLLEGE shall abide by the following protocols to ensure that a community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement. Sec. 2 (k)(2)
- The COLLEGE shall analyze historical fill-rate data in order to determine which courses are eligible for inclusion in this Agreement. Eligible courses are those that regularly have open seats at census when offered at the COLLEGE.
  - The COLLEGE shall monitor waitlists for courses scheduled to be offered for college credit at the participating SCHOOL DISTRICT.
  - In the event that a course included in this agreement and scheduled to be offered for college credit at the participating SCHOOL DISTRICT has a waitlist one week prior to the census date, the COLLEGE will employ standard institutional enrollment management strategies to determine whether an additional section will be offered at the COLLEGE.
  - If a community college course included in this Agreement is determined to be oversubscribed at the census date, and equivalent courses are simultaneously oversubscribed at other 4CD colleges, the course will not be included in future Agreements until the COLLEGE can ensure additional capacity for otherwise eligible adults at the COLLEGE.
- c. 4CD and the COLLEGE shall abide by the following protocols to ensure that the Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this Agreement will not lead to enrollment displacement of otherwise eligible adults at the COLLEGE. Sec. 2 (k)(3)

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- The COLLEGE shall select courses for inclusion in this Agreement that are consistent with the core mission of the COLLEGE pursuant to Section 66010.4.
- 4CD shall review courses included in this Agreement to confirm consistency with 66010.4 and the protocols included in 8a and 8b above.

## 9. PRIVACY OF STUDENT RECORDS

- a. COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in the CCAP course(s) and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)
- b. Limitation on Use. COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)
- c. Recordkeeping Requirements. COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- d. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

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## 10. FACILITIES USE

- a. COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 16, Facilities, of this CCAP Agreement.

*Note: All referenced Sections from AB 30 (Education Code 76004)*

- b. COLLEGE, as part of Section 16.3 of this CCAP Agreement, shall extend access and use of the following COLLEGE facilities:

BUILDING	CLASSROOM	DAYS	HOURS
EAST	187	T TH	2:30PM-3:55PM
	235	TH	4:20PM-7:30PM
EAST	188	T TH	4:05PM-5:30PM
EAST	188	T TH	2:30PM-3:55PM
	235	T	4:20PM-7:30PM
WEST	212	TH	4:05PM-7:15PM
<b>Note: Rooms subject to change based on master scheduling</b>			

**11. INSURANCE**

- a. The 4CD, in order to protect the SCHOOL DISTRICT, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the SCHOOL DISTRICT, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including such endorsement shall be furnished to the SCHOOL DISTRICT.
- b. For the purpose of Workers' Compensation, COLLEGE and 4CD shall be the "primary employer" for all its personnel who perform services as instructors and support staff. COLLEGE and/or 4CD shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective personnel made in connection with performing services and receiving instruction under this Agreement. COLLEGE AND 4CD agree to hold harmless, indemnify, and defend SCHOOL DISTRICT, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by COLLEGE and/or 4CD personnel connected with providing services under this Agreement. COLLEGE and 4CD are not responsible for non-COLLEGE and/or non-4CD personnel who may serve as instructors or students who are not affiliated with the COLLEGE and/or 4CD.

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**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
699 Old Orchard Drive, Danville, CA 94526

**DATE:** June 15, 2021

**TOPIC:** **CONSIDERATION OF APPROVAL OF ADDENDA TO EMPLOYMENT AGREEMENTS FOR SUPERINTENDENT AND CERTAIN CONTRACTED MANAGEMENT EMPLOYEES APPLYING A ONE-YEAR EXTENSION OF TERM AND/OR A SALARY ADJUSTMENT**

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**DISCUSSION:**

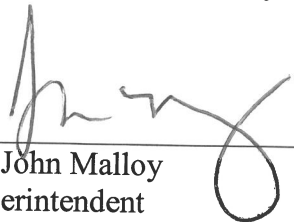
The current employment agreements of the Assistant Superintendent, Business Operations & Facilities, the Assistant Superintendent, Educational Services and the Assistant Superintendent, Human Resources will expire on June 30, 2022 and the Superintendent's employment agreement expires on June 30, 2023. To maintain consistency and stability in District leadership and in the major operations which these managers lead and oversee, staff requests approval of the attached addenda to those employment agreements which will extend the term of each by one calendar year. In addition to the extension of term, pursuant to the provisions of his employment agreement, the addendum for the Assistant Superintendent, Human Resources also applies a longevity step increment effective July 1, 2021.

**RECOMMENDATION:**

Approve the addenda to the agreements for employment of the contracted management employees as described above.

**BUDGET IMPLICATIONS:**

There total cost to the General Fund associated with approving these addenda is approximately \$14,500, including salary and statutory costs.

  
\_\_\_\_\_  
Dr. John Malloy  
Superintendent

10.6

Item Number



**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
699 Old Orchard Drive, Danville, California 94526  
**Board of Education**  
(925) 552-2933 • FAX (925) 838-3147  
[www.srvusd.net](http://www.srvusd.net)

**ADDENDUM TO AGREEMENT FOR EMPLOYMENT FOR  
DANNY HILLMAN, ASSISTANT SUPERINTENDENT, BUSINESS OPERATIONS & FACILITIES**

Addendum to Section 1: **TERM/TERMINATION/EXTENSIONS**

The Governing Board hereby extends the Assistant Superintendent's employment contract through June 30, 2023 effective July 1, 2021.

All other provisions of the existing Assistant Superintendent's contract remain unchanged.

**Signed:**

**For the District:**

**Recommended by:**

\_\_\_\_\_  
Susanna Ordway  
President, Board of Education

DATE

\_\_\_\_\_  
John Malloy  
Superintendent

DATE

\_\_\_\_\_  
Ken Mintz  
Vice-President, Board of Education

DATE

**Signed:**

\_\_\_\_\_  
Rachel Hurd  
Clerk, Board of Education

DATE

\_\_\_\_\_  
Danny Hillman  
Assistant Superintendent,  
Business Operations & Facilities

DATE

\_\_\_\_\_  
Laura Bratt  
Member, Board of Education

DATE

\_\_\_\_\_  
Shelley Clark  
Member, Board of Education

DATE





**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
699 Old Orchard Drive, Danville, California 94526  
**Board of Education**  
(925) 552-2933 • FAX (925) 838-3147  
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**ADDENDUM TO AGREEMENT FOR EMPLOYMENT FOR  
CHRISTINE HUAJARDO, ASSISTANT SUPERINTENDENT, EDUCATIONAL SERVICES**

Addendum to Section 1: **TERM/TERMINATION/EXTENSIONS**

The Governing Board hereby extends the Assistant Superintendent's employment contract through June 30, 2023 effective July 1, 2021.

All other provisions of the existing Assistant Superintendent's contract remain unchanged.

**Signed:**

**For the District:**

**Recommended by:**

\_\_\_\_\_  
Susanna Ordway  
President, Board of Education

\_\_\_\_\_  
DATE

\_\_\_\_\_  
John Malloy  
Superintendent

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Ken Mintz  
Vice-President, Board of Education

\_\_\_\_\_  
DATE

**Signed:**

\_\_\_\_\_  
Rachel Hurd  
Clerk, Board of Education

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Christine Huajardo  
Assistant Superintendent,  
Educational Services

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Laura Bratt  
Member, Board of Education

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Shelley Clark  
Member, Board of Education

\_\_\_\_\_  
DATE





**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
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**ADDENDUM TO AGREEMENT FOR EMPLOYMENT FOR  
KEITH ROGENSKI, ASSISTANT SUPERINTENDENT, HUMAN RESOURCES**

Addendum to Section 1: **TERM/TERMINATION/EXTENSIONS**

The Governing Board hereby extends the Assistant Superintendent's employment contract through June 30, 2023 effective July 1, 2021.

Addendum to Section 2: **SALARY**

Section 2.1: The Governing Board confirms that the 5% longevity step increment will occur on July 1 of the year of eligibility provided the provisions of the contract are met.

The Governing Board confirms that Mr. Rogenski qualifies for the 5% longevity step effective July 1, 2021. Provided this contract is renewed or extended, the Assistant Superintendent shall be eligible for a 5% longevity step increment on July 1, 2021 and every three years following the most recent longevity increase up to four increments subject to the stated conditions in the contract. The annual salary for the Assistant Superintendent with the 5% longevity step increment will be \$249,701.00.

All other provisions of the existing Assistant Superintendent's contract remain unchanged.

**Signed:**

**For the District:**

\_\_\_\_\_  
Susanna Ordway  
President, Board of Education

DATE

\_\_\_\_\_  
Ken Mintz  
Vice-President, Board of Education

DATE

\_\_\_\_\_  
Rachel Hurd  
Clerk, Board of Education

DATE

\_\_\_\_\_  
Laura Bratt  
Member, Board of Education

DATE

\_\_\_\_\_  
Shelley Clark  
Member, Board of Education

DATE

**Recommended by:**

\_\_\_\_\_  
John Malloy  
Superintendent

DATE

**Signed:**

\_\_\_\_\_  
Keith Rogenski  
Assistant Superintendent,  
Human Resources

DATE





**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
699 Old Orchard Drive, Danville, California 94526  
**Board of Education**  
(925) 552-2933 • FAX (925) 838-3147  
[www.srvusd.net](http://www.srvusd.net)

**ADDENDUM TO AGREEMENT FOR EMPLOYMENT FOR JOHN MALLOY  
DISTRICT SUPERINTENDENT**

Addendum to Section 1: **TERM/TERMINATION/EXTENSIONS**

The Governing Board hereby extends the Superintendent’s employment contract from July 1, 2021 through July 31, 2024.

All other provisions of the existing Superintendent’s contract remain unchanged.

**Signed:**

**For the District:**

**Superintendent:**

\_\_\_\_\_  
Susanna Ordway  
President, Board of Education

DATE

\_\_\_\_\_  
John Malloy

\_\_\_\_\_  
DATE

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Ken Mintz  
Vice-President, Board of Education

DATE

\_\_\_\_\_  
Rachel Hurd  
Clerk, Board of Education

DATE

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Laura Bratt  
Member, Board of Education

DATE

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Shelley Clark  
Member, Board of Education

DATE



**DATE:** June 15, 2021

**TOPIC:** CONSIDERATION OF APPROVAL OF NEW ADMINISTRATIVE  
REGULATION 4119.12, 4219.12, 4319.12 PERSONNEL AND AR 5145.71  
STUDENTS - TITLE IX SEXUAL HARASSMENT COMPLAINT  
PROCEDURES

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**DISCUSSION:** As discussed at the June 1, 2021 Board meeting, this Administrative Regulation (AR) was drafted and reviewed by District legal counsel. This final version of the (AR) is being brought back to the Board for approval without any edits/changes from the DRAFT version that was presented as a first reading at the June 1 meeting.


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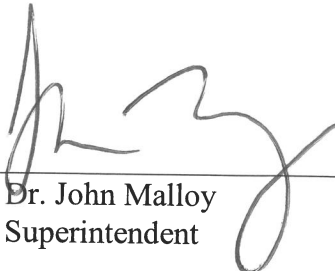
**RECOMMENDATION:**

Administration recommends approval of the new administrative regulation 4119.12, 4219.12, 4319.12 Personnel and AR 5145.71 Students.

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**BUDGET IMPLICATIONS:** None

  
Christine Huajardo  
Assistant Superintendent  
Educational Services

  
Dr. John Malloy  
Superintendent

### **Title IX Sexual Harassment Complaint Procedures**

The district does not discriminate on the basis of sex in any of its programs or activities, and it complies with Title IX of the Education Amendments of 1972 (Title IX) and its implementing regulations (34 C.F.R. Part 106). The district is committed to maintaining an educational and workplace environment free from sexual harassment.

### **Title IX Sexual Harassment Prohibited**

Sexual Harassment as defined in Title IX (Title IX Sexual Harassment) is prohibited in district education programs or activities. Title IX Sexual Harassment is conduct on the basis of sex in an education program or activity that satisfies one or more of the following: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault as defined in 20 U.S.C. §1092(f)(6)(A)(v)  
For the purpose of this AR, the district defines "consent" as defined in California Penal Code Section 261.6
4. Dating violence as defined in 34 U.S.C. §12291(a)(10)
5. Domestic violence as defined in 34 U.S.C. §12291(a)(8)
6. Stalking as defined in 34 U.S.C. §12291(a)(30).

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

### **Term Definitions (34 C.F.R. §106.30)**

The following Title IX definitions apply to the following terms used in this Administrative Regulation:

**Complainant** - an individual who is alleged to be the victim of conduct that could constitute Title IX Sexual Harassment.

**Education program or activity** - locations, events, or circumstances where the district has substantial control over both respondent(s) and the context in which alleged Title IX Sexual Harassment occurred.

**Formal Complaint** - a document filed by a complainant (or a complainant's parent or guardian) or signed by the Title IX Coordinator alleging Title IX Sexual Harassment against a respondent(s) and requesting that the District investigate the allegation.

Respondent - an individual who has been reported to be the perpetrator of the conduct that could constitute Title IX Sexual Harassment.

Supportive measures - non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to complainant(s) or respondent(s) before or after the filing of a formal complaint or where no formal complaint has been filed.

### **Title IX Sexual Harassment Complaints**

The complaint procedures set forth in this Administrative Regulation will be used to address any report of Title IX Sexual Harassment in a district education program or activity to the extent required by Title IX.

Should the Title IX Regulations be modified or repealed, the district will implement only the aspects of these procedures required by law. If permitted by law, the district will address reports of sexual harassment, including Title IX Sexual Harassment, in accordance with AR 4030, Nondiscrimination in Employment, or AR 1312.3, Uniform Complaint Procedure, as applicable.

### **Non-Title IX Sexual Harassment Complaints**

Reports of sexual harassment not covered by the definition of Title IX Sexual Harassment will be addressed in accordance with AR 4030, Nondiscrimination in Employment, or AR 1312.3, Uniform Complaint Procedure, as applicable. The determination of whether the allegations meet the definition of Title IX Sexual Harassment under Title IX will be made by the district's Title IX Coordinator.

(cf. 4030 - Nondiscrimination in Employment)

(cf. 1312.3 - Uniform Complaint Procedure)

### **Reporting Title IX Sexual Harassment**

Anyone who believes they have experienced, witnessed or received a report of Title IX Sexual Harassment is strongly encouraged to report the incident to the district's Title IX Coordinator, district administrator, or any district employee with whom the person is comfortable.

District employees receiving a report of or witnessing Title IX Sexual Harassment are required to report it to the Title IX Coordinator. An employee who fails to promptly report or forward a report of Title IX Sexual Harassment to the Title IX Coordinator may be disciplined, up to and including dismissal.

#### **Title IX Coordinator**

Director of Student Services

699 Old Orchard Drive, Danville, CA 94526

(925) 552-5052



**Processing Reports of Title IX Sexual Harassment**

Upon receiving such a report, the Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, inform the complainant of the right to file a formal complaint and explain the process for filing a formal complaint. (34 CFR 106.44)

**Supportive Measures**

Upon receipt of a report of Title IX Sexual Harassment, the Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures and will consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures must be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures must be non-disciplinary, non-punitive, and designed to restore or preserve equal access to the district's education program and activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escorts, mutual restrictions on contact between parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures to complainants and respondents. (34 CFR 106.30, 106.44)

The district will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

**Administrative Leave**

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

**Emergency Removal**

A student may not be disciplined for alleged Title IX Sexual Harassment until the formal complaint process is completed and a determination of responsibility has been made. However, the district may remove a student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

## **Formal Complaint**

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email. (34 CFR 106.30)

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator may sign a formal complaint in situations when a safety threat exists and in other situations as permitted under Title IX, including as part of the district's obligation to not be deliberately indifferent to known allegations of Title IX Sexual Harassment. In such cases, the Title IX Coordinator is not a party to the formal complaint. The Title IX Coordinator will provide notices to the complainant as required by Title IX.

The district may consolidate formal complaints of Title IX Sexual Harassment against more than one respondent, or by more than one complainant, or by one party against another, where the allegations of Title IX Sexual Harassment arise out of the same facts or circumstances.

## **Formal Complaint Process**

The district treats complainants and respondents engaging in the formal complaint process equitably. Respondents are presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of this formal complaint process. (34 CFR 106.45(b)(1)(iv)) The district complies with this formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent. (34 CFR 106.45(b)(1)(i))

Anyone designated by the district as a Title IX Coordinator, investigator, decisionmaker, appeal decisionmaker, or informal resolution facilitator will not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent and will receive training in accordance with 34 CFR 106.45. (34 CFR 106.45(b)(1)(iii))

## Written Notice of Allegations

Upon receipt of a formal complaint, the Title IX Coordinator must provide the known parties with written notice of allegations including the following: (34 CFR 106.45(b)(2))

1. Notice of this formal complaint process, including any informal resolution process
2. The allegations potentially constituting Title IX Sexual Harassment with sufficient details known at the time, including the identities of parties involved in the incident, if known, the conduct allegedly constituting Title IX Sexual Harassment, and the date and location of the alleged incident, if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, new Title IX Sexual Harassment allegations arise about the complainant or respondent that are not included in this

initial notice of allegations, the Title IX Coordinator must provide notice of the additional allegations to the parties.

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3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. Notice that the parties may have an advisor of their choice who may be, but is not required to be, an attorney.
5. Notice that the parties and their advisors, if any, will have an opportunity to inspect and review evidence
6. Advise the parties that the district's code of conduct prohibits knowingly making false statements or knowingly submitting false information during the formal complaint process
7. When possible, the name of the investigator, informal resolution facilitator, decisionmaker and appeal decisionmaker, and inform the parties that, if at any time a party has concerns regarding a conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator.

#### Dismissal of Formal Complaint

The Title IX Coordinator must dismiss a formal complaint if the alleged conduct: (1) would not constitute Title IX Sexual Harassment as defined in 34 CFR 106.30 even if proved, (2) did not occur in the district's education program or activity, or (3) did not occur against a person in the United States. Such conduct may still be addressed pursuant to other district Board policies and administrative regulations including, but not limited to, AR 4030 - Nondiscrimination in Employment, or BP/AR 1312.3, Uniform Complaint Procedure, as applicable.

At any time during the investigation, the Title IX Coordinator may dismiss a formal complaint of Title IX Sexual Harassment if: (1) the complainant notifies the district in writing that the complainant would like to withdraw the formal complaint or any allegations in the formal complaint, (2) the respondent is no longer enrolled or employed by the district, or (3) sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the formal complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator will promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties and inform them of their right to appeal the dismissal of a formal complaint or any allegation in the formal complaint in accordance with the appeal procedures described in the "Appeals" section below. (34 CFR 106.45)

#### Informal Resolution

After a formal complaint of Title IX Sexual Harassment is filed, but at any time before a determination regarding responsibility is reached, the district may facilitate an informal

resolution process, such as mediation, that does not involve a full investigation and adjudication. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

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Prior to facilitating an informal resolution process, the district must: (34 CFR 106.45(b)(9))

1. Provide the parties with written notice disclosing:
  - a. the allegations;
  - b. the requirements of the informal resolution process including the circumstances under which the parties are precluded from resuming the formal complaint process arising from the same allegations;
  - c. the right of either party to withdraw from the informal resolution process and resume the formal complaint process at any time prior to agreeing to a resolution; and
  - d. that the district's informal resolution process is confidential and any consequences resulting from participating in the informal resolution process, including the records of the informal resolution process that will be maintained or could be shared.
2. Obtain the parties' voluntary, written consent to the informal resolution process

Informal resolution is not available to resolve allegations of Title IX Sexual Harassment by a student against an employee.

#### Investigation Procedures

The burden of proof and the burden of gathering evidence sufficient to reach a determination of responsibility rest on the district and not the parties.

Unless a party provides voluntary, written consent, the district cannot access, consider, disclose, or otherwise use a party's records maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in their professional capacity, which are made and maintained in connection with the provision of treatment to the party. (34 CFR 106.45(b)(5)(i))

During the investigation process, the district's designated investigator will: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney

4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding. All party advisors are limited to providing support and may not be direct participants. This conduct expectation applies equally to complainants and respondents.
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Prior to the completion of the investigative report, provide the parties, and their advisors, if any, an equal opportunity to inspect and review any evidence directly related to the allegations in the formal complaint including evidence the district does not intend to rely in reaching a determination, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

The district's investigator must not require, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under legally recognized privilege unless the person holding the privilege has waived the privilege. (34 CFR 106.45(b)(1)(x))

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with Title IX.

#### Written Determination

The Title IX Coordinator shall designate a decisionmaker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator, investigator or appeal decisionmaker on the formal complaint. (34 CFR 106.45(b)(7))

After the investigative report has been sent to the parties, but before reaching a determination of responsibility, the decisionmaker will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

The decisionmaker will notify the parties and witnesses of the following applicable timelines for the submission of questions and responses:

1. The parties have 7 calendar days to submit their questions to the decisionmaker after receiving notice of the opportunity to submit questions from the decisionmaker.

2. After receipt of the questions, the parties and witnesses will have 7 calendar days to submit their responses to the questions to decisionmaker. 6/15/21  
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3. When providing the questions and responses to both parties, the decisionmaker must explain to the party proposing the questions any decision to exclude a question as not relevant. Upon receipt of the responses to the questions, the parties will have 5 calendar days to submit limited follow-up questions.

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. (34 CFR 106.45(b)(6)(ii)) The district's decisionmaker must not require, rely upon, allow, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under legally recognized privilege unless the person holding the privilege has waived the privilege. (34 CFR 106.45(b)(1)(x))

The written determination shall be issued within 120 calendar days of the receipt of the formal complaint. However, the time for completing the formal complaint process will be temporarily delayed during school recess periods exceeding three days. The timeline may be extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. Good cause may include, but is not limited to, absence of a party, witness, or party advisor; concurrent law enforcement activity; participation in the informal resolution process; or need for language assistance or disability accommodation. (34 CFR 106.45(b)(1)(v))

The decisionmaker shall issue, and simultaneously provide to both parties, a written determination as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45(b)(7)) In making this determination, the decisionmaker shall use the "preponderance of the evidence" standard for all formal complaints of Title IX Sexual Harassment. (34 CFR 106.45(b)(1)(vii)) The decisionmaker will objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness. (34 CFR 106.45(b)(1)(ii))

The written determination will include the following: (34 CFR 106.45(b)(7))

1. Identification of the allegations potentially constituting Title IX Sexual Harassment as defined in 34 CFR 106.30;
2. A description of the procedural steps taken from receipt of the formal complaint through the written determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
3. Findings of fact supporting the determination;
4. Conclusions regarding the application of the district's code of conduct or policies to the facts;
5. A statement of, and rationale for, the result as to each allegation, including a

determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant

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6. The district's procedures and permissible bases for the complainant and respondent to appeal

Unless a party provides voluntary, written consent, the district cannot access, consider, disclose, or otherwise use a party's records maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in their professional capacity, which are made and maintained in connection with the provision of treatment to the party. (34 CFR 106.45(b)(5)(i))

### Appeals

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the formal complaint, if: (1) the party believes that a procedural irregularity affected the outcome, (2) new evidence is available that could affect the outcome, or (3) a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decisionmaker(s) affected the outcome. An appeal must be filed in writing with the Title IX Coordinator within 10 calendar days of receiving the written determination or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

If an appeal is timely filed, the district shall: (34 CFR 106.45(8))

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the appeal decisionmaker is trained in accordance with 34 CFR 106.45 and is not the decisionmaker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties 10 calendar days to submit a written statement in support of or challenging the outcome
4. Issue a written decision describing the result of the appeal (e.g., affirms, reverses, remands, or amends the written determination regarding responsibility) and the rationale for the result within 20 calendar days from the deadline for the parties to submit their written statement in support of or challenging the outcome
5. Provide the written decision simultaneously to both parties within 5 business days of issuing the decision

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised 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 antidiscrimination laws, if applicable.

**Remedies**

When a determination of responsibility for Title IX Sexual Harassment has been made against the respondent, the district shall provide remedies to the complainant. Remedies must be designed to restore or preserve equal access to the district's education program or activity. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be non-disciplinary or non-punitive and need not avoid burdening the respondent. (34 CFR 106.45) The Title IX Coordinator is responsible for effective implementation of any remedies. (34 CFR 106.45(b)(7)(iv))

**Sanctions/Disciplinary Actions/Corrective Actions**

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the formal complaint process has been completed and a determination of responsibility has been made. (34 CFR 106.44)

For students in grades 4-12, discipline for sexual harassment may include suspension and/or expulsion. After the completion of the formal complaint process, if it is determined that a student at any grade level has committed sexual assault or sexual battery at school or at a school activity off school grounds, the principal or Superintendent shall immediately suspend the student and shall recommend expulsion. (Education Code 48900.2, 48915)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

Other actions that may be taken with a student who is determined to be responsible for sexual harassment include, but are not limited to:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education of the student regarding the impact of the conduct on others
4. Positive behavior support
5. Referral of the student to a student success team  
(cf. 6164.5 - Student Success Teams)
6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

(cf. 6145 - Extracurricular and Cocurricular Activities)



**Personnel  
Students**

AR 4119.12, 4219.12, 4319.12 (k)  
AR 5145.13 (k)

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When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

- (cf. 4117.7/4317.7 - Employment Status Report)
- (cf. 4118 - Dismissal/Suspension/Disciplinary Action)
- (cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
- (cf. 4218 - Dismissal/Suspension/Disciplinary Action)

**Recordkeeping**

The Title IX Coordinator shall maintain records of the following for a period of seven years: (34 CFR 106.45(b)(10))

1. All reported allegations and Title IX Sexual Harassment investigations, any determinations of responsibility, any disciplinary sanctions imposed on respondent, and any remedies provided to the complainant designed to restore equal access to the District's education program or activity
2. Any appeal and the result
3. Any informal resolution and the results.
4. Any actions, including any supportive measures, taken in response to a report or formal complaint of Title IX Sexual Harassment. In each instance, the district must document the basis for its conclusion that its response was not deliberately indifferent and the measures taken that were designed to restore or preserve equal access to the education program or activity. If no supportive measures were provided to the complainant, the district must document the reasons that such a response was not unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district from providing additional explanations or detailing additional measures in the future.
5. All materials used to train the Title IX Coordinator, investigator(s), decisionmaker(s), and informal resolution facilitators. The district shall make such training materials publicly available on its website.

- (cf. 1113 - District and School Web Sites)
- (cf. 3580 - District Records)

**Legal Reference:**

**EDUCATION CODE**

200-262.4 Prohibition of discrimination on the basis of sex

48900 Grounds for suspension or expulsion

48900.2 Additional grounds for suspension or expulsion; sexual harassment

48985 Notices, report, statements and records in primary language

**CIVIL CODE**

51.9 Liability for sexual harassment; business, service and professional relationships

**Personnel**  
**Students**

**AR 4119.12, 4219.12, 4319.12 (I)**  
**AR 5145.13 (I)**

1714.1 Liability of parents/guardians for willful misconduct of minor  
GOVERNMENT CODE  
12950.1 Sexual harassment training  
CODE OF REGULATIONS, TITLE 5  
4600-4670 Uniform complaint procedures  
4900-4965 Nondiscrimination in elementary and secondary education programs  
UNITED STATES CODE, TITLE 20  
1092 Definition of sexual assault  
1221 Application of laws  
1232g Family Educational Rights and Privacy Act  
1681-1688 Title IX of the Education Amendments of 1972  
UNITED STATES CODE, TITLE 34  
12291 Definition of dating violence, domestic violence, and stalking  
UNITED STATES CODE, TITLE 42  
1983 Civil action for deprivation of rights  
2000d-2000d-7 Title VI, Civil Rights Act of 1964  
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended  
CODE OF FEDERAL REGULATIONS, TITLE 34  
99.1-99.67 Family Educational Rights and Privacy  
106.1-106.82 Nondiscrimination on the basis of sex in education programs  
COURT DECISIONS  
Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567  
Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130  
Reese v. Jefferson School District, (2000, 9th Cir.) 208 F.3d 736  
Davis v. Monroe County Board of Education, (1999) 526 U.S. 629  
Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274  
Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473  
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

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**Management Resources:**

**CSBA PUBLICATIONS**

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

**FEDERAL REGISTER**

Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, May 19, 2020, Vol. 85, No. 97, pages 30026-30579

**U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS**

Q&A on Campus Sexual Misconduct, September 2017

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Sexual Harassment: It's Not Academic, September 2008

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

**WEB SITES**

CSBA: <http://www.csba.org>

**Personnel**  
**Students**

**AR 4119.12, 4219.12, 4319.12 (m)**  
**AR 5145.13 (m)**

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr/>

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Policy  
adopted:

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
Danville, California



## TITLE IX SEXUAL HARASSMENT FORMAL COMPLAINT

*Please note that this information is intended to give you an overview of certain rights and options under the Title IX grievance process. For full policy definitions and San Ramon Valley Unified School District ("District") procedures, see Title IX Sexual Harassment Complaint Procedure.*

This form should be completed by any Title IX Complainant who seeks to have the District process a complaint of "Title IX Sexual Harassment," as defined in the District's Title IX Sexual Harassment Complaint Procedure. This form may be filed with the Title IX Coordinator in person, by mail or by email at:

Title IX Coordinator(s):

Director, Student Services  
699 Old Orchard Drive, Danville, CA 94526

Please contact the Title IX Coordinator if you have any questions regarding the process for filing or investigating Formal Complaints of Title IX Sexual Harassment.

Complainant Name:	Address:
Telephone:	Email Address:
Respondent(s) Name(s):	Respondent(s) Relationship(s) to the Complainant:

### 1. What is your role in the District?

- Student  
 Employee  
 Other: \_\_\_\_\_

**2. Is/are the Respondent(s) enrolled or employed by the District and, if so, what is/are the Respondent(s) role(s) with the District (check all that apply)?**

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- Student(s)
- Employee(s)
- Other: \_\_\_\_\_  
\_\_\_\_\_
- Not enrolled or employed by the District

**3. Where did the alleged conduct occur?**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Check the box(es) below that best describe(s) the alleged incident (Note: may include online misconduct)**

- Sexual harassment that is severe, pervasive, and objectively offensive that it effectively denied you equal access to the school's education program or activity (hostile environment sexual harassment)
- Stalking
- Sexual Assault
- Domestic Violence
- Dating Violence
- An employee of the District conditioned an aid, service, or benefit on your participation in unwelcome sexual conduct (quid pro quo sexual harassment)
- Other: \_\_\_\_\_  
\_\_\_\_\_

**5. Date(s) of Incident(s) (or time frame during which behavior persisted):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Describe the alleged incident(s) with as much detail as possible including the place it occurred, date, time, and individuals involved (additional pages may be attached as needed):

[Empty rectangular box for incident description]

**Retaliation**

Neither the District nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or the District’s Title IX policies or procedures, or because an individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an Title IX investigation, proceeding, or hearing. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or Title IX Sexual Harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or Formal Complaint of Title IX Sexual Harassment, for the purpose of interfering with any right or privilege secured by Title IX or the District’s Title IX policies or procedures, constitutes retaliation. Complaints alleging retaliation may be filed according to the District’s Board Policy and Administrative Regulation 1312.3, Uniform Complaint Procedure.

*By signing this document, I assert that the information listed above is true to the best of my knowledge and that I am requesting the District to investigate this Formal Complaint of Title IX Sexual Harassment.*

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
699 Old Orchard Drive, Danville, California 94526

**DATE:** June 15, 2021

**TOPIC:** CONSIDERATION OF APPROVAL OF CERTIFICATED PERSONNEL  
CHANGES

---

**DISCUSSION:**

The attached personnel changes require Board approval.

**RECOMMENDATION:**

The Administration recommends approval of the Certificated Personnel Changes.

**BUDGET IMPLICATIONS:**

All recommendations for changes are presently within approved budget categories or have received specific Board approval.



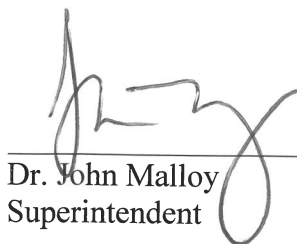
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Keith Rogenski  
Assistant Superintendent  
Human Resources



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Aileen Parsons  
Director  
Human Resources



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Dr. John Malloy  
Superintendent

Item Number

11.1

CONSIDERATION OF APPROVAL OF CERTIFICATED PERSONNEL CHANGES - June 15, 2021

**Resignations/Retirements/Deceased**

<u>First</u>	<u>Last</u>	<u>Assignment</u>	<u>FTE</u>	<u>Loc</u>	<u>Effective Date</u>	<u>Reason</u>
Dina	Anderson	Teacher, High	0.400	CH	06/04/21	Resignation
Karla	Angle	Teacher, Elementary	0.200	CR	06/04/21	Resignation
Michelle	Berry	Health Educator	1.000	ES	06/04/21	Resignation
Neelam	Bhojani	Teacher, Middle	0.667	WR	06/04/21	Resignation
Neelam	Bhojani	Teacher, Middle	0.166	GR	06/04/21	Resignation
Dawn	Brown	Teacher, Elementary	1.000	QR	06/04/21	Resignation
Meghan	Bruss	Teacher, High	0.400	MV	06/04/21	Resignation
Monica	Ehlers	Teacher, Elementary	1.000	GL	06/04/21	Retirement
Kimberly	Factor	School Psychologist	0.100	SE	06/11/21	Resignation
Jacqueline	Guerrero	Teacher, High	1.000	CH	06/04/21	Resignation
Nannette	Houghton	Teacher, Elementary	1.000	GV	06/04/21	Retirement
Courtney	Hoyt	Teacher, Elementary	0.200	MT	06/04/21	Resignation
Lynnette	Kaashoek	Teacher, Elementary	1.000	JB	06/04/21	Retirement
Deanna	Karlson	Health Educator	1.000	ES	06/04/21	Resignation
Joell	Marchese	Teacher, Middle	1.000	PV	06/04/21	Retirement
Sara	McClain	Teacher, Elementary	1.000	TC	06/04/21	Retirement
Jillian	Menjivar	Teacher, Elementary	1.000	GL	06/04/21	Resignation
Michelle	Moody	School Psychologist	1.000	BV	06/11/21	Resignation
Lisa	Olson	Counselor, High	0.400	CH	06/15/21	Resignation
Susan	Robinson	Teacher, Elementary	1.000	NA	06/04/21	Retirement
Nicole	Rogers	TSA, Elementary	0.500	SY	06/04/21	Resignation
Anna	Roshal	Teacher, Middle	1.000	DV	06/04/21	Resignation
Elena	Scott*	Teacher, Special Ed	1.000	DV	06/04/21	Resignation
Dana	Shinn	Teacher, Middle	1.000	SV	06/04/21	Resignation
Ryan	Tenney	Teacher, Middle	0.333	CW	06/04/21	Resignation
Austen	Thompson	Teacher, Middle	0.167	CW	06/04/21	Resignation
Paula	Tye	Teacher, Elementary	1.000	NA	06/04/21	Retirement
Jacqueline	Wimmer	Teacher, Elementary	1.000	CR	06/04/21	Resignation

**2020-21 Leaves of Absence - Partial Year**

<u>First</u>	<u>Last</u>	<u>Assignment</u>	<u>FTE</u>	<u>Loc</u>	<u>Effective Dates</u>
Rachelle	Carwin*	Speech Therapist	0.600	SY	01/05/21-06/03/21
Rachelle	Carwin*	Speech Therapist	0.400	AL	01/05/21-06/03/21

**Substitute Employment**

<u>First</u>	<u>Last</u>	<u>Effective Date</u>
Julie	Bauhs	05/03/21
Shuchiao	Chen	05/19/21
Jennifer	Jackson	05/18/21
Wyatt	Potter	05/20/21
Alan	Tahrán	05/25/21
Scott	Thompson	05/24/21

\*Revised



**CONSIDERATION OF APPROVAL OF CERTIFICATED PERSONNEL CHANGES - June 15, 2021**

**Coach Employment**

<u>First</u>	<u>Last</u>	<u>Sport</u>	<u>Location</u>
Jayla	Allen	Head JV Softball	CH
Andrew	Brewer	Assistant Track & Field	DV
Jennifer	Brochu	Head Women's JV Volleyball	CH
Stanley	Cheung	Head Men's Volleyball	CH
Steve	Cornell	Assistant Men's Basketball	SR
Da Juan	Davison	Assistant Women's Basketball	DH
Tiana	Day	Assistant Cheer & Stunt	DH
Gregory	Depaco	Head Men's Freshman Soccer	MV
Kianna-Marie	Ebueng	Assistant Men's Volleyball	SR
Cameron	Edwards	Assistant Track & Field	MV
Arthur	Flores	Assistant Varsity Football	CH
Reed	Gaynor	Assistant Badminton	DH
Shannon	George	Assistant Cheer	CH
Tyler	Gormly	Assistant Lacrosse	CH
Bridget	Heins	Assistant Volleyball	CH
Jose	Herrera-Preza	Assistant Wrestling	DH
Kyle	Kong	Assistant Men's Lacrosse	DH
George	Mayer II	Assistant Women's Soccer	DH
Patrick	Nevins	Assistant Men's Freshman Basketball	SR
Huy	Nguyen	Head Wrestling	DH
Casey	Overfield	Assistant Softball	SR
Joe	Reid	Head Freshman Football	CH
Abigail	Savoy	Assistant Women's Lacrosse	DH
Frances	Scanlan	Assistant Water Polo	CH
Rachael	Shaw	Assistant Lacrosse	SR
Kelsey	Smith	Assistant Softball	SR
Cynthia	Zhu	Assistant Women's Volleyball	DH

\*Revised

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
699 Old Orchard Drive, Danville, California 94526

**DATE:** June 15, 2021

**TOPIC:** CONSIDERATION OF APPROVAL OF CLASSIFIED PERSONNEL  
CHANGES

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**DISCUSSION:**

The attached personnel changes require Board approval.

**RECOMMENDATION:**

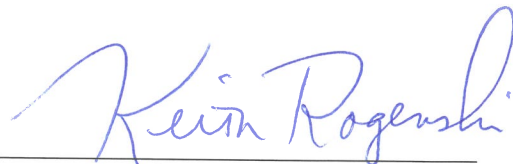
The Administration recommends approval of the Classified Personnel Changes.

**BUDGET IMPLICATIONS:**

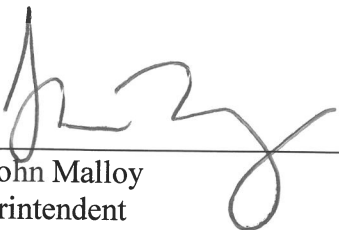
All recommendations for changes are presently within approved budget categories or have received specific Board approval.



Nancy J. Gamache  
Director, Human Resources



Keith Rogenski  
Assistant Superintendent, Human Resources



Dr. John Malloy  
Superintendent

11.2

Item Number

CONSIDERATION OF APPROVAL OF CLASSIFIED PERSONNEL CHANGES - June 15, 2021

**Separation**

<u>First</u>	<u>Last</u>	<u>Classification</u>	<u>Loc</u>	<u>Action</u>	<u>Eff Date</u>
Autumn	Burkhart Parrott	Bus Driver	TRAN	Retire	03/10/21
Anne	Cherniss-Cooke	Speech Language Pathology Assistant	MT	Retire	06/04/21
Noreen	Hudson	Sr. Primary Intervention Para	MO	Retire	08/16/21

**Employment**

<u>First</u>	<u>Last</u>	<u>Classification</u>	<u>Loc</u>	<u>Wkly Hrs</u>	<u>Fund</u>	<u>Eff Date</u>
Eva Miran	Beveridge	Autism Specialist Para	BC	29.50	Cat.	05/25/21
Bonnie	Brors	Crossing Guard	VG	15.00	Dist.	05/18/21

**Voluntary Change in Classification**

<u>First</u>	<u>Last</u>	<u>Classification</u>	<u>Loc</u>	<u>Wkly Hrs</u>	<u>Fund</u>	<u>Eff Date</u>
Ashlynn	Sala	Custodian to Lead Custodian	DV MO	40.00 40.00	Dist. Dist.	05/17/21

**District Initiated Reclassification**

<u>First</u>	<u>Last</u>	<u>Classification</u>	<u>Loc</u>	<u>Hours</u>	<u>Months</u>	<u>Eff Date</u>
Gabriela	McVay	Department Secretary III to Executive Secretary	ES ES	40.00 40.00	11 12	07/01/21

**Probationary Release**

<u>EID#</u>	<u>Classification</u>	<u>Eff Date</u>
16236	Classroom Para	06/04/21

**Classified Summer Employment**

<u>First</u>	<u>Last</u>	<u>Classification</u>	<u>Action</u>	<u>Eff Date</u>
Risha	Jain	Student Worker - Speech & Debate Camp	Hire	05/28/21
Francis	Hourigan	Substitute Summer Maintenance Helper	Add	05/25/21
Sorin	Neagu	Substitute Summer Maintenance Helper	Add	05/20/21

**Classified Employment - Other**

<u>First</u>	<u>Last</u>	<u>Classification</u>	<u>Action</u>	<u>Eff Date</u>
Margaret	Fleming	Substitute Clerical	Add	05/26/21
John	Jackson	Substitute Custodian	Hire	05/21/21
Taqdees	Wajahat	Substitute Special Education Para	Hire	05/28/21
Jeanne	Emmons	Substitute Special Phy Health Care Asst.	Resign	04/29/21

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
699 Old Orchard Drive, Danville, CA 94526

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**DATE:** June 15, 2021

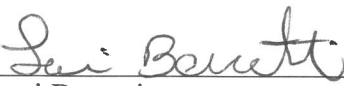
**TOPIC:** RATIFICATION OF WARRANTS


**DISCUSSION:** In accordance with Policy 3300, listed below is a summary of warrants issued for the following dates June 9, 2021 through June 29, 2021 . Detailed warrant registers are available in the District's Business Office for public inspection.

<b>Fund Number</b>	<b>Fund Name</b>	<b>Vendor Warrants</b>	<b>Salary Warrants</b>	<b>Total</b>
1	General Fund	1,338,607.88	12,429,982.56	<b>13,768,590.44</b>
5	Warrant Pass Through Fund	363,082.67	-	<b>363,082.67</b>
13	Child Nutrition Fund	81,076.07	147,564.76	<b>228,640.83</b>
21	Building Fund	1,068,146.37	59,085.27	<b>1,127,231.64</b>
25	Capital Facilities Fund	-	-	-
30	State School Building Fund	12.78	-	<b>12.78</b>
35	County School Facilities Fund	-	-	-
40	Special Reserve Capital Outlay	25,672.69	-	<b>25,672.69</b>
51	Bond Interest & Redemption	-	-	-
53	Tax Override Fund	-	-	-
67	Self-Insurance Fund	119,637.65	-	<b>119,637.65</b>
71	Retiree Benefit Fund	3,169,274.71	-	<b>3,169,274.71</b>
76	Warrant Pass Through Fund	-	-	-
77	Payroll A/P Clearing	-	-	-
<b>Total All Funds</b>		<b>6,165,510.82</b>	<b>\$12,636,632.59</b>	<b>\$18,802,143.41</b>

**RECOMMENDATION:** The Administration recommends ratification of the warrants issued on the above dates.

**BUDGET IMPLICATIONS:** As noted above.

  
\_\_\_\_\_  
Lori Benetti  
Director, Accounting/Payroll

  
\_\_\_\_\_  
Dr. John Malloy  
Superintendent

  
\_\_\_\_\_  
Greg Medici  
Chief Business Office

<p><b>11.3</b> Item Number</p>
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**San Ramon Valley Unified School District**  
699 Old Orchard Drive, Danville, California, 94526

**DATE:** June 15, 2021

**TOPIC:** RATIFICATION OF CONTRACTS AND PURCHASE ORDERS

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**DISCUSSION:** The Board of Education has authorized the Superintendent or designee to enter into contracts in the amount of \$50,000 or less. Per Education Code 17604, for the contract/purchase order to be valid or to constitute an enforceable obligation against the district, all contracts/purchase orders made under this delegation must be approved and/or ratified by the Board.


Attached is a summarized list of contracts and purchase orders executed and or revised for the period of May 1, 2021 through May 31, 2021.

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**RECOMMENDATION:** The Administration requests ratification of the contracts and purchase orders executed between the above dates.

**BUDGET IMPLICATIONS:** Contract expenditures are within approved limits for various budgets.

  
\_\_\_\_\_  
Greg Medici  
Chief Business Officer

  
\_\_\_\_\_  
Dr. John Malloy  
Superintendent

PO#	Req#	Date	Vendor Id	Vendor Name	Amount	Site
104567	14981	5/7/2021	480775	SURTEC SYSTEM CORP	147.82	0002-ALAMO SCHOOL
104597	14957	5/5/2021	445169	SCHOLASTIC	561.58	0004-HIDDEN HILLS SCHOOL
104480	14907	5/3/2021	247055	HILLYARD	1,166.50	0004-HIDDEN HILLS SCHOOL
104693	15058	5/13/2021	112751	BYOG (BUILD YOUR OWN GARMENT)	1,914.91	0005-JOHN BALDWIN SCHOOL
104605	14965	5/6/2021	247055	HILLYARD	433.58	0006-BOLLINGER CANYON SCHOOL
104615	15038	5/11/2021	445606	SCHOOL MATE	854.13	0006-BOLLINGER CANYON SCHOOL
104646	15095	5/18/2021	126449	COLE SUPPLY COMPANY INC.	1,065.75	0006-BOLLINGER CANYON SCHOOL
104669	15108	5/19/2021	114692	YALE UNIVERSITY	8,000.00	0007-COUNTRY CLUB SCHOOL
104719	15069	5/14/2021	445169	SCHOLASTIC	494.81	0008-GOLDEN VIEW SCHOOL
104570	14993	5/7/2021	445492	SCHOOL DATEBOOKS INC.	1,172.42	0008-GOLDEN VIEW SCHOOL
104639	15064	5/14/2021	327801	MEET THE MASTERS	2,514.50	0008-GOLDEN VIEW SCHOOL
104589	15018	5/10/2021	368309	HERFF JONES LLC	5,824.91	0008-GOLDEN VIEW SCHOOL
104729	15157	5/25/2021	187220	EDUCATIONAL PRODUCTS INC	977.45	0010-GREENBROOK SCHOOL
104675	15044	5/12/2021	302679	LIFETOUCH PUBLISHING INC.	6,501.47	0010-GREENBROOK SCHOOL
104468	14909	5/3/2021	17776	AMAZON COM	310.11	0011-GREEN VALLEY SCHOOL
104715	15071	5/14/2021	247055	HILLYARD	439.48	0013-MONTAIR SCHOOL
104720	15102	5/18/2021	214923	ACCO/ GBC	1,823.41	0013-MONTAIR SCHOOL
104501	14932	5/4/2021	109405	ALL SPORTS	38.15	0015-RANCHO ROMERO SCHOOL
104522	14929	5/4/2021	102528	CREATIVE MATHEMATICS	319.00	0015-RANCHO ROMERO SCHOOL
104668	15124	5/20/2021	506913	UNISOURCE WORLDWIDE INC.	378.85	0015-RANCHO ROMERO SCHOOL
104721	15123	5/20/2021	445169	SCHOLASTIC	462.30	0015-RANCHO ROMERO SCHOOL
104523	14933	5/4/2021	247055	HILLYARD	534.46	0015-RANCHO ROMERO SCHOOL
104655	15077	5/17/2021	247055	HILLYARD	326.09	0016-SYCAMORE VALLEY SCHOOL
104627	14959	5/5/2021	247055	HILLYARD	129.08	0017-TWIN CREEKS SCHOOL
104604	14908	5/3/2021	4083	ACADEMIC THERAPY PUBLICATIONS	1,507.28	0017-TWIN CREEKS SCHOOL
104727	15126	5/20/2021	321400	MATH LEARNING CENTER, THE	2,141.63	0017-TWIN CREEKS SCHOOL
104625	15046	5/12/2021	17776	AMAZON COM	75.35	0018-TASSAJARA ELEMENTARY SCHOOL
104606	14992	5/7/2021	111698	CAMPUS AGENDAS	464.98	0018-TASSAJARA ELEMENTARY SCHOOL
104462	14901	5/1/2021	17776	AMAZON COM	525.09	0018-TASSAJARA ELEMENTARY SCHOOL
104582	14994	5/7/2021	109691	FUTUREFUND	1,699.00	0018-TASSAJARA ELEMENTARY SCHOOL
104748	15185	5/28/2021	200969	FAR WESTERN TROPHY AWARD	83.19	0019-VISTA GRANDE SCHOOL
104666	15085	5/17/2021	112373	AP VISIONS PHOTOGRAPHY	108.75	0019-VISTA GRANDE SCHOOL
104687	15142	5/24/2021	112373	AP VISIONS PHOTOGRAPHY	217.50	0019-VISTA GRANDE SCHOOL
104667	15129	5/20/2021	17776	AMAZON COM	366.53	0019-VISTA GRANDE SCHOOL
104637	15081	5/17/2021	17776	AMAZON COM	372.85	0019-VISTA GRANDE SCHOOL
104747	15184	5/28/2021	106386	SIERRA OUTDOOR SCHOOL	400.00	0019-VISTA GRANDE SCHOOL
104533	14945	5/5/2021	446345	SCHOOL SPECIALTY INC	1,130.06	0020-LIVE OAK ELEMENTARY SCHOOL
104722	15135	5/21/2021	369891	OFFICE DEPOT-BUSINESS SERVICES	2,881.88	0020-LIVE OAK ELEMENTARY SCHOOL
104700	15116	5/19/2021	110807	SILKE COMMUNICATIONS	6,581.25	0020-LIVE OAK ELEMENTARY SCHOOL
104703	15122	5/20/2021	114504	LIGHTING RESOURCES LLC	94.00	0021-QUAIL RUN ELEMENTARY
104628	14972	5/6/2021	247055	HILLYARD	712.62	0021-QUAIL RUN ELEMENTARY
104526	14956	5/5/2021	17776	AMAZON COM	72.81	0022-CREEKSIDE ELEMENTARY
104609	15042	5/11/2021	17776	AMAZON COM	91.94	0022-CREEKSIDE ELEMENTARY
104473	14914	5/3/2021	17776	AMAZON COM	161.94	0022-CREEKSIDE ELEMENTARY
104504	14923	5/4/2021	446345	SCHOOL SPECIALTY INC	179.39	0022-CREEKSIDE ELEMENTARY
104518	14921	5/4/2021	292261	LAKESHORE LEARNING	353.70	0022-CREEKSIDE ELEMENTARY
104631	15039	5/11/2021	247055	HILLYARD	1,023.84	0022-CREEKSIDE ELEMENTARY
104616	15029	5/11/2021	477891	SUCCESS BY DESIGN	1,231.92	0022-CREEKSIDE ELEMENTARY
104521	14915	5/3/2021	108246	FOLLETT SCHOOL SOLUTIONS INC	1,766.49	0022-CREEKSIDE ELEMENTARY
104571	14998	5/7/2021	236657	HAMMONS SUPPLY COMPANY	78.03	0023-BELLA VISTA SCHOOL
104626	14953	5/5/2021	247055	HILLYARD	890.77	0023-BELLA VISTA SCHOOL
104726	15079	5/17/2021	180098	HAND2MIND	1,318.83	0023-BELLA VISTA SCHOOL
104519	14911	5/3/2021	108246	FOLLETT SCHOOL SOLUTIONS INC	2,600.00	0023-BELLA VISTA SCHOOL
104624	15065	5/14/2021	17776	AMAZON COM	358.85	0032-GALE RANCH MIDDLE SCHOOL
104649	15055	5/13/2021	114683	PARTY PEOPLE PRODUCTIONS	800.00	0032-GALE RANCH MIDDLE SCHOOL
104603	14951	5/5/2021	107537	PRIME TIME ENTERTAINMENT INC.	1,970.00	0032-GALE RANCH MIDDLE SCHOOL
104527	14958	5/5/2021	17776	AMAZON COM	79.84	0034-STONE VALLEY MIDDLE SCHOOL
104654	15067	5/14/2021	247055	HILLYARD	218.52	0034-STONE VALLEY MIDDLE SCHOOL
104662	15103	5/18/2021	165660	DENON & DOYLE ENTERTAINMENT	1,845.00	0034-STONE VALLEY MIDDLE SCHOOL
104623	15066	5/14/2021	165660	DENON & DOYLE ENTERTAINMENT	500.00	0035-DIABLO VISTA MIDDLE SCHOOL

PO#	Req#	Date	Vendor Id	Vendor Name	Amount	Site
104629	14973	5/6/2021	247055	HILLYARD	1,514.31	0035-DIABLO VISTA MIDDLE SCHOOL
104732	15173	5/27/2021	411864	PROMOTIONAL EDGE	954.93	0037-CHARLOTTE WOOD MIDDLE SCHOOL
104547	14978	5/6/2021	30965	AMOS PRODUCTIONS	5,240.00	0037-CHARLOTTE WOOD MIDDLE SCHOOL
104530	14920	5/4/2021	165191	DEMCO INC	6,572.72	0037-CHARLOTTE WOOD MIDDLE SCHOOL
104632	14948	5/5/2021	215583	GAGNON'S	587.89	0039-IRON HORSE MIDDLE SCHOOL
104695	15093	5/18/2021	112954	BRINGCHANGE PBC	12,000.00	0039-IRON HORSE MIDDLE SCHOOL
104711	15149	5/24/2021	107205	ACCWOA	110.00	0051-CALIFORNIA HIGH SCHOOL
104746	15176	5/27/2021	150907	CROWN TROPHY OF PLEASANTON	117.73	0051-CALIFORNIA HIGH SCHOOL
104681	15089	5/17/2021	108980	STREAMLINE GRAPHICS	155.39	0051-CALIFORNIA HIGH SCHOOL
104635	15050	5/12/2021	108639	SUMDOG INC	156.35	0051-CALIFORNIA HIGH SCHOOL
104553	14988	5/7/2021	17776	AMAZON COM	167.29	0051-CALIFORNIA HIGH SCHOOL
104645	15049	5/12/2021	114685	BAY AREA BALLOON	250.00	0051-CALIFORNIA HIGH SCHOOL
104554	14990	5/7/2021	17776	AMAZON COM	397.22	0051-CALIFORNIA HIGH SCHOOL
104658	15099	5/18/2021	461714	SOCCER PRO	397.81	0051-CALIFORNIA HIGH SCHOOL
104657	15088	5/17/2021	461714	SOCCER PRO	548.10	0051-CALIFORNIA HIGH SCHOOL
104555	14986	5/7/2021	396690	PHOTO WAREHOUSE	615.39	0051-CALIFORNIA HIGH SCHOOL
104723	15147	5/24/2021	101127	BALLOON THRILLS	747.50	0051-CALIFORNIA HIGH SCHOOL
104540	14966	5/6/2021	108980	STREAMLINE GRAPHICS	791.70	0051-CALIFORNIA HIGH SCHOOL
104677	15056	5/13/2021	102182	BSN SPORTS LLC	827.24	0051-CALIFORNIA HIGH SCHOOL
104566	14985	5/7/2021	112577	LIVERMORE-PLEASANTON UMPIRES	1,099.00	0051-CALIFORNIA HIGH SCHOOL
104656	15087	5/17/2021	461714	SOCCER PRO	1,607.87	0051-CALIFORNIA HIGH SCHOOL
104733	15172	5/27/2021	114698	BAY AREA OFFICIALS ASSOCIATION	1,930.00	0051-CALIFORNIA HIGH SCHOOL
104545	14976	5/6/2021	112577	LIVERMORE-PLEASANTON UMPIRES	2,046.00	0051-CALIFORNIA HIGH SCHOOL
104486	14916	5/3/2021	112368	GOLDEN GATE SPORTS	2,944.00	0051-CALIFORNIA HIGH SCHOOL
104621	15047	5/12/2021	113032	TEAM FITZ GRAPHICS	3,303.75	0051-CALIFORNIA HIGH SCHOOL
104586	15009	5/10/2021	106058	JOSTENS INC.	3,615.95	0051-CALIFORNIA HIGH SCHOOL
104696	15101	5/18/2021	100453	CONTRA COSTA ASSIGNORS	10,750.93	0051-CALIFORNIA HIGH SCHOOL
104565	14968	5/6/2021	111419	EVENTS TO THE 'T' INC	13,275.00	0051-CALIFORNIA HIGH SCHOOL
104576	14996	5/7/2021	17776	AMAZON COM	32.57	0053-MONTE VISTA HIGH SCHOOL
104643	15068	5/14/2021	17776	AMAZON COM	206.52	0053-MONTE VISTA HIGH SCHOOL
104744	15136	5/21/2021	107518	HOME TEAM SPORTS PHOTOGRAPHY	312.00	0053-MONTE VISTA HIGH SCHOOL
104602	14919	5/4/2021	17776	AMAZON COM	343.61	0053-MONTE VISTA HIGH SCHOOL
104705	15130	5/21/2021	114387	WRIGHT'S MEDIA LLC	350.00	0053-MONTE VISTA HIGH SCHOOL
104578	15006	5/10/2021	17776	AMAZON COM	426.70	0053-MONTE VISTA HIGH SCHOOL
104600	14942	5/4/2021	17776	AMAZON COM	589.65	0053-MONTE VISTA HIGH SCHOOL
104591	14970	5/6/2021	114680	HONORS GRADUATION LLC	615.72	0053-MONTE VISTA HIGH SCHOOL
104745	15170	5/26/2021	433816	RYDIN SIGN & DECAL	619.40	0053-MONTE VISTA HIGH SCHOOL
104642	15048	5/12/2021	17776	AMAZON COM	645.98	0053-MONTE VISTA HIGH SCHOOL
104610	15043	5/11/2021	369891	OFFICE DEPOT-BUSINESS SERVICES	659.99	0053-MONTE VISTA HIGH SCHOOL
104583	15000	5/7/2021	102182	BSN SPORTS LLC	900.45	0053-MONTE VISTA HIGH SCHOOL
104689	15097	5/18/2021	17776	AMAZON COM	650.33	0054-DOUGHERTY VALLEY HIGH SCHOOL
104768	15169	5/26/2021	65488	BEST BUY FOR EDUCATION	670.33	0054-DOUGHERTY VALLEY HIGH SCHOOL
104688	15140	5/24/2021	468088	SPINITAR	1,089.30	0054-DOUGHERTY VALLEY HIGH SCHOOL
104676	15054	5/13/2021	351797	NATIONAL CONSTRUCTION	1,197.98	0054-DOUGHERTY VALLEY HIGH SCHOOL
104538	14946	5/5/2021	112893	SCHOOL SPECIALTY	1,326.55	0054-DOUGHERTY VALLEY HIGH SCHOOL
104762	15105	5/18/2021	107537	PRIME TIME ENTERTAINMENT INC.	2,101.50	0054-DOUGHERTY VALLEY HIGH SCHOOL
104590	15020	5/10/2021	111313	RP SPORTS	2,101.83	0054-DOUGHERTY VALLEY HIGH SCHOOL
104594	15022	5/10/2021	111279	THERAGUN	2,191.44	0054-DOUGHERTY VALLEY HIGH SCHOOL
104751	15180	5/28/2021	111419	EVENTS TO THE 'T' INC	3,940.00	0054-DOUGHERTY VALLEY HIGH SCHOOL
104690	15117	5/19/2021	86880	CDW GOVERNMENT INC	5,920.87	0054-DOUGHERTY VALLEY HIGH SCHOOL
104539	14960	5/5/2021	326856	MEDCO SUPPLY COMPANY	6,151.90	0054-DOUGHERTY VALLEY HIGH SCHOOL
104760	15183	5/28/2021	86880	CDW GOVERNMENT INC	6,391.61	0054-DOUGHERTY VALLEY HIGH SCHOOL
104529	14925	5/4/2021	17776	AMAZON COM	7,174.24	0054-DOUGHERTY VALLEY HIGH SCHOOL
104742	15164	5/25/2021	112893	SCHOOL SPECIALTY	10,344.30	0054-DOUGHERTY VALLEY HIGH SCHOOL
104763	15182	5/28/2021	86880	CDW GOVERNMENT INC	21,625.99	0054-DOUGHERTY VALLEY HIGH SCHOOL
104738	15179	5/27/2021	112893	SCHOOL SPECIALTY	33,779.95	0054-DOUGHERTY VALLEY HIGH SCHOOL
104680	15031	5/11/2021	114694	SNO SITES	400.00	0055-SAN RAMON HIGH SCHOOL
104585	14903	5/3/2021	17776	AMAZON COM	7,144.88	0055-SAN RAMON HIGH SCHOOL
104593	15021	5/10/2021	140165	CONTINENTAL ATHLETIC SUPPLY	9,280.61	0055-SAN RAMON HIGH SCHOOL
104614	15019	5/10/2021	108980	STREAMLINE GRAPHICS	208.80	0059-VENTURE



PO#	Req#	Date	Vendor Id	Vendor Name	Amount	Site
104630	15016	5/10/2021	247055	HILLYARD	218.15	0059-VENTURE
104653	15106	5/18/2021	17776	AMAZON COM	29.70	0062-BUSINESS SERVICES
104467	14906	5/3/2021	17776	AMAZON COM	48.45	0062-BUSINESS SERVICES
104505	14937	5/4/2021	141925	CONTRA COSTA COUNTY OFFICE OF	2,500.00	0062-BUSINESS SERVICES
104718	15148	5/24/2021	114371	THOUGHTEXCHANGE	25,200.00	0062-BUSINESS SERVICES
104686	15137	5/24/2021	89732	CALSTRS/EMPLOYEE INSTITUTE	698.02	0063-PERSONNEL OFFICE
104548	14975	5/6/2021	88975	CODESP	2,600.00	0063-PERSONNEL OFFICE
104712	15141	5/24/2021	144038	CORE	21,280.00	0064-ED SERVICES-INSTRUCTION
104524	14926	5/4/2021	126658	THE COLLEGE BOARD	24,342.49	0064-ED SERVICES-INSTRUCTION
104531	14934	5/4/2021	17776	AMAZON COM	36.21	0065-SPECIAL PROGRAMS
104608	15014	5/10/2021	17776	AMAZON COM	43.36	0065-SPECIAL PROGRAMS
104592	14963	5/6/2021	114679	THE LOW VISION SHOP	64.11	0065-SPECIAL PROGRAMS
104525	14930	5/4/2021	488485	THERAPY SHOPPE	65.24	0065-SPECIAL PROGRAMS
104650	15076	5/17/2021	104656	PEARSON CLINICAL ASSESSMENT	83.67	0065-SPECIAL PROGRAMS
104611	15015	5/10/2021	488213	THERAPRO INC.	101.96	0065-SPECIAL PROGRAMS
104607	15011	5/10/2021	17776	AMAZON COM	102.69	0065-SPECIAL PROGRAMS
104577	14999	5/7/2021	17776	AMAZON COM	103.22	0065-SPECIAL PROGRAMS
104574	14995	5/7/2021	17776	AMAZON COM	112.99	0065-SPECIAL PROGRAMS
104638	15070	5/14/2021	17776	AMAZON COM	131.37	0065-SPECIAL PROGRAMS
104573	14962	5/6/2021	17776	AMAZON COM	132.47	0065-SPECIAL PROGRAMS
104725	15163	5/25/2021	104656	PEARSON CLINICAL ASSESSMENT	155.74	0065-SPECIAL PROGRAMS
104652	15092	5/18/2021	17776	AMAZON COM	159.12	0065-SPECIAL PROGRAMS
104472	14905	5/3/2021	17776	AMAZON COM	166.35	0065-SPECIAL PROGRAMS
104612	15017	5/10/2021	104656	PEARSON CLINICAL ASSESSMENT	183.05	0065-SPECIAL PROGRAMS
104730	15162	5/25/2021	86880	CDW GOVERNMENT INC	362.34	0065-SPECIAL PROGRAMS
104613	15023	5/10/2021	104656	PEARSON CLINICAL ASSESSMENT	745.87	0065-SPECIAL PROGRAMS
104670	15112	5/19/2021	108147	BYLUND PSY.D, JAMES	5,000.00	0065-SPECIAL PROGRAMS
104671	15113	5/19/2021	108147	BYLUND PSY.D, JAMES	5,000.00	0065-SPECIAL PROGRAMS
104644	15059	5/13/2021	105690	CHILDREN'S HEALTH COUNCIL	15,468.00	0065-SPECIAL PROGRAMS
104706	15053	5/13/2021	107335	N2Y LLC	36,538.30	0065-SPECIAL PROGRAMS
104743	15134	5/21/2021	111308	ASSISTIVE TECH 4 ALL INC.	37,600.00	0065-SPECIAL PROGRAMS
104770	15168	5/26/2021	102695	BOULDER CREEK ACADEMY	49,000.00	0065-SPECIAL PROGRAMS
190163	15024	5/11/2021	107038	CENTRAL SANITARY SUPPLY	10.56	0078-PURCHASING/WAREHOUSE
190172	15151	5/25/2021	112689	HOME DEPOT U.S.A.	301.07	0078-PURCHASING/WAREHOUSE
190160	15004	5/10/2021	480775	SURTEC SYSTEM CORP	511.13	0078-PURCHASING/WAREHOUSE
190159	15003	5/10/2021	112689	HOME DEPOT U.S.A.	516.13	0078-PURCHASING/WAREHOUSE
190161	15008	5/10/2021	112689	HOME DEPOT U.S.A.	627.05	0078-PURCHASING/WAREHOUSE
190173	15152	5/25/2021	480775	SURTEC SYSTEM CORP	1,022.69	0078-PURCHASING/WAREHOUSE
190174	15153	5/25/2021	107038	CENTRAL SANITARY SUPPLY	1,508.36	0078-PURCHASING/WAREHOUSE
190164	15025	5/11/2021	506913	UNISOURCE WORLDWIDE INC.	5,696.54	0078-PURCHASING/WAREHOUSE
190175	15154	5/25/2021	506913	UNISOURCE WORLDWIDE INC.	8,503.71	0078-PURCHASING/WAREHOUSE
104579	14997	5/7/2021	412438	PUBLIC WORKS DEPARTMENT	400.65	0161-FACILITIES
104479	14904	5/3/2021	99669	STATE OF CALIFORNIA	500.00	0161-FACILITIES
104704	15128	5/20/2021	139662	CONTAINER SOLUTIONS INC	1,000.00	0161-FACILITIES
104535	14947	5/5/2021	149685	CRESKO EQUIPMENT RENTALS	1,121.80	0161-FACILITIES
104568	14984	5/7/2021	105162	PROTECH CONSULTING &	1,280.00	0161-FACILITIES
104575	14987	5/7/2021	105162	PROTECH CONSULTING &	1,430.00	0161-FACILITIES
104678	15060	5/13/2021	139662	CONTAINER SOLUTIONS INC	1,548.60	0161-FACILITIES
104588	15010	5/10/2021	149685	CRESKO EQUIPMENT RENTALS	1,582.37	0161-FACILITIES
104717	15146	5/24/2021	108284	UNITED SITE SERVICES	1,998.62	0161-FACILITIES
104484	14912	5/3/2021	139662	CONTAINER SOLUTIONS INC	2,920.72	0161-FACILITIES
104617	15027	5/11/2021	107274	STEEL INSPECTORS OF TEXAS INC	3,000.00	0161-FACILITIES
104698	15110	5/19/2021	108358	NOR-CAL MOVING SERVICES	4,728.00	0161-FACILITIES
104701	15119	5/20/2021	101113	CLOUD ELECTRIC	4,820.00	0161-FACILITIES
104674	15026	5/11/2021	101113	CLOUD ELECTRIC	5,275.00	0161-FACILITIES
104699	15111	5/19/2021	108358	NOR-CAL MOVING SERVICES	5,385.88	0161-FACILITIES
104534	14971	5/6/2021	99669	STATE OF CALIFORNIA	11,770.00	0161-FACILITIES
104707	15127	5/20/2021	51389	BSK	12,600.00	0161-FACILITIES
104737	15167	5/26/2021	499790	TROXELL COMMUNICATIONS INC.	14,045.52	0161-FACILITIES
104739	15181	5/28/2021	292261	LAKESHORE LEARNING	17,137.48	0161-FACILITIES

PO#	Req#	Date	Vendor Id	Vendor Name	Amount	Site
104694	15090	5/17/2021	107781	ALL COUNTY FLOORING	22,150.13	0161-FACILITIES
104735	15159	5/25/2021	114701	SPECTRUM STRUCTURAL INDUSTRIES	22,200.00	0161-FACILITIES
104537	14949	5/5/2021	150836	CROWN MOVING & STORAGE INC	26,706.38	0161-FACILITIES
104528	14922	5/4/2021	111409	BENCHMARK INSPECTIONS	46,200.00	0161-FACILITIES
104546	14936	5/4/2021	101061	IFMA FM LEARNING SYSTEM	219.00	0168-CUSTODIAL
104647	15096	5/18/2021	506913	UNISOURCE WORLDWIDE INC.	233.90	0168-CUSTODIAL
104659	15104	5/18/2021	101061	IFMA FM LEARNING SYSTEM	500.00	0168-CUSTODIAL
104660	15100	5/18/2021	110599	CARQUEST AUTO PARTS	744.44	0168-CUSTODIAL
104708	15098	5/18/2021	109987	SITEONE LANDSCAPE SUPPLY LLC	274.11	0169-MAINTENANCE AND OPERATIONS
104549	14935	5/4/2021	251725	HOME DEPOT (SAN RAMON)	566.59	0169-MAINTENANCE AND OPERATIONS
104682	15037	5/11/2021	103915	SIGLER WHOLESALE DISTRIBUTORS	663.45	0169-MAINTENANCE AND OPERATIONS
104619	15033	5/11/2021	111172	PACE SUPPLY	679.92	0169-MAINTENANCE AND OPERATIONS
104496	14902	5/3/2021	111209	MBS ENGINEERING	750.00	0169-MAINTENANCE AND OPERATIONS
104500	14927	5/4/2021	103916	RSD REFRIGERATION SUPPLIES	762.39	0169-MAINTENANCE AND OPERATIONS
104620	15035	5/11/2021	89697	CAL STEAM	1,151.58	0169-MAINTENANCE AND OPERATIONS
104750	15178	5/27/2021	89697	CAL STEAM	1,541.35	0169-MAINTENANCE AND OPERATIONS
104581	14939	5/4/2021	109987	SITEONE LANDSCAPE SUPPLY LLC	1,586.86	0169-MAINTENANCE AND OPERATIONS
104684	15057	5/13/2021	224979	GLENDON COMPANY	1,612.07	0169-MAINTENANCE AND OPERATIONS
104564	14982	5/7/2021	110807	SILKE COMMUNICATIONS	1,651.95	0169-MAINTENANCE AND OPERATIONS
104691	15063	5/14/2021	68161	BIRDS AWAY / PIGEONS AWAY	1,860.00	0169-MAINTENANCE AND OPERATIONS
104697	15109	5/19/2021	218851	GEARY PACIFIC SUPPLY	3,166.51	0169-MAINTENANCE AND OPERATIONS
104618	15030	5/11/2021	282797	KELLY MOORE PAINT CO. INC	4,725.11	0169-MAINTENANCE AND OPERATIONS
104683	15062	5/14/2021	275118	JOHNSTONE SUPPLY	4,746.87	0169-MAINTENANCE AND OPERATIONS
104510	14917	5/4/2021	125977	COIT COMMERCIAL SERVICES	5,663.00	0169-MAINTENANCE AND OPERATIONS
104636	15028	5/11/2021	113170	EMERGENCY LIGHTING EQUIPMENT	6,370.59	0169-MAINTENANCE AND OPERATIONS
104692	15052	5/13/2021	105345	CONSTRUCTION WEST SERVICES INC	8,755.00	0169-MAINTENANCE AND OPERATIONS
104741	15171	5/27/2021	109987	SITEONE LANDSCAPE SUPPLY LLC	9,787.50	0169-MAINTENANCE AND OPERATIONS
104740	15161	5/25/2021	109987	SITEONE LANDSCAPE SUPPLY LLC	13,117.77	0169-MAINTENANCE AND OPERATIONS
104551	14944	5/5/2021	275118	JOHNSTONE SUPPLY	13,642.97	0169-MAINTENANCE AND OPERATIONS
104734	15155	5/25/2021	429520	ROBERTSON INDUSTRIES INC	25,506.00	0169-MAINTENANCE AND OPERATIONS
104685	15051	5/13/2021	111209	MBS ENGINEERING	26,195.59	0169-MAINTENANCE AND OPERATIONS
104572	14943	5/5/2021	114677	COMMERCIAL PUMP SERVICE INC.	27,671.20	0169-MAINTENANCE AND OPERATIONS
104665	15084	5/17/2021	104653	SERRATO & MCDERMOTT INC	300.00	0170-TRANSPORTATION
104663	15082	5/17/2021	102844	TRI-VALLEY HOSE	500.00	0170-TRANSPORTATION
104664	15083	5/17/2021	80510	BUCHANAN AUTO ELECTRIC	750.00	0170-TRANSPORTATION
190169	15125	5/20/2021	375687	P&R PAPER SUPPLY CO INC.	193.50	0190-CHILD NUTRITION
190177	15177	5/27/2021	375687	P&R PAPER SUPPLY CO INC.	196.50	0190-CHILD NUTRITION
190171	15144	5/24/2021	375687	P&R PAPER SUPPLY CO INC.	322.50	0190-CHILD NUTRITION
190166	15074	5/17/2021	375687	P&R PAPER SUPPLY CO INC.	324.45	0190-CHILD NUTRITION
104728	15165	5/25/2021	114696	VENDNOVATION LLC	360.00	0190-CHILD NUTRITION
190168	15120	5/20/2021	375687	P&R PAPER SUPPLY CO INC.	525.10	0190-CHILD NUTRITION
190162	15013	5/10/2021	375687	P&R PAPER SUPPLY CO INC.	670.53	0190-CHILD NUTRITION
104558	14913	5/3/2021	111012	CYBERSOFT PRIMEROEDGE	990.00	0190-CHILD NUTRITION
190176	15175	5/27/2021	103864	GOLD STAR FOODS INC.	2,526.35	0190-CHILD NUTRITION
190170	15143	5/24/2021	103864	GOLD STAR FOODS INC.	3,061.00	0190-CHILD NUTRITION
190167	15118	5/20/2021	103864	GOLD STAR FOODS INC.	9,487.35	0190-CHILD NUTRITION
190158	14964	5/6/2021	103864	GOLD STAR FOODS INC.	13,568.66	0190-CHILD NUTRITION
190157	14910	5/3/2021	103864	GOLD STAR FOODS INC.	38,950.40	0190-CHILD NUTRITION
190165	15073	5/17/2021	103864	GOLD STAR FOODS INC.	44,930.57	0190-CHILD NUTRITION
104648	15107	5/18/2021	17776	AMAZON COM	47.74	0511-COMPUTER SUPPORT 2
104702	15121	5/20/2021	113047	AG PARTS EDUCATION	65.20	0511-COMPUTER SUPPORT 2
104503	14918	5/4/2021	105480	TECH TO SCHOOL	150.00	0511-COMPUTER SUPPORT 2
104714	15156	5/25/2021	17776	AMAZON COM	326.18	0511-COMPUTER SUPPORT 2
104598	14952	5/5/2021	499790	TROXELL COMMUNICATIONS INC.	520.91	0511-COMPUTER SUPPORT 2
104709	15133	5/21/2021	86880	CDW GOVERNMENT INC	807.14	0511-COMPUTER SUPPORT 2
104596	14961	5/5/2021	17776	AMAZON COM	919.96	0511-COMPUTER SUPPORT 2
104679	15012	5/10/2021	114693	FULLY LLC	1,076.63	0511-COMPUTER SUPPORT 2
104633	14954	5/5/2021	65488	BEST BUY FOR EDUCATION	1,105.14	0511-COMPUTER SUPPORT 2
104584	15005	5/10/2021	112750	PROMEVO LLC	1,500.00	0511-COMPUTER SUPPORT 2
104599	15036	5/11/2021	499790	TROXELL COMMUNICATIONS INC.	1,822.65	0511-COMPUTER SUPPORT 2

PO#	Req#	Date	Vendor Id	Vendor Name	Amount	Site
104601	15034	5/11/2021	101113	CLOUD ELECTRIC	2,232.40	0511-COMPUTER SUPPORT 2
104514	14928	5/4/2021	108105	ADI ALARM DISTRIBUTORS INC.	2,261.13	0511-COMPUTER SUPPORT 2
104731	15158	5/25/2021	499790	TROXELL COMMUNICATIONS INC.	3,397.24	0511-COMPUTER SUPPORT 2
104724	15150	5/24/2021	505636	ULINE	3,897.06	0511-COMPUTER SUPPORT 2
104562	14991	5/7/2021	114663	SIPI ASSET RECOVERY	4,500.00	0511-COMPUTER SUPPORT 2
104736	15160	5/25/2021	499790	TROXELL COMMUNICATIONS INC.	5,132.14	0511-COMPUTER SUPPORT 2
104541	14938	5/4/2021	37125	APPLE COMPUTER INC.	5,557.13	0511-COMPUTER SUPPORT 2
104561	14989	5/7/2021	113047	AG PARTS EDUCATION	7,199.25	0511-COMPUTER SUPPORT 2
104640	15032	5/11/2021	505636	ULINE	7,994.43	0511-COMPUTER SUPPORT 2
104532	14931	5/4/2021	86880	CDW GOVERNMENT INC	9,687.00	0511-COMPUTER SUPPORT 2
104710	15138	5/24/2021	86880	CDW GOVERNMENT INC	11,507.93	0511-COMPUTER SUPPORT 2
104542	14941	5/4/2021	37125	APPLE COMPUTER INC.	14,036.50	0511-COMPUTER SUPPORT 2
104672	14967	5/6/2021	86880	CDW GOVERNMENT INC	22,737.00	0511-COMPUTER SUPPORT 2
104673	14980	5/6/2021	86880	CDW GOVERNMENT INC	30,447.85	0511-COMPUTER SUPPORT 2
104622	14950	5/5/2021	17776	AMAZON COM	217.49	0519-ED SERVICES
104569	14974	5/6/2021	17776	AMAZON COM	277.31	0519-ED SERVICES
104713	15131	5/21/2021	17776	AMAZON COM	626.01	0519-ED SERVICES
104661	15045	5/12/2021	100462	DAVID FLASHNER,	750.00	0519-ED SERVICES
104749	15187	5/30/2021	111572	ORTHOPEDIC OUTFITTERS INC	3,801.81	0519-ED SERVICES
104651	15078	5/17/2021	50075	AVID CENTER	6,800.00	0519-ED SERVICES
104761	15186	5/30/2021	104847	PROJECT LEAD THE WAY	9,589.58	0519-ED SERVICES

\$ 1,172,978.36

**San Ramon Valley Unified School District**  
699 Old Orchard Drive, Danville, CA 94526

**DATE:** June 15, 2021

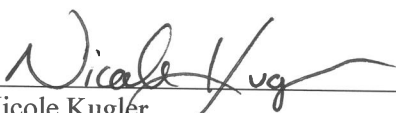
**TOPIC:** DECLARATION OF SURPLUS PROPERTY

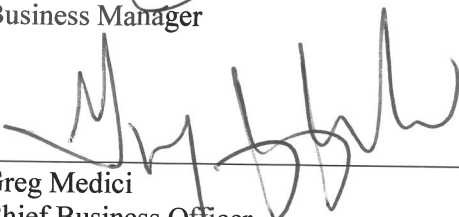
**DISCUSSION:** As per Education Code section 17545-17555, the governing board may sell or dispose of personal property which is unusable, obsolete, or no longer needed by the district. Staff has determined that the item(s) listed below are surplus property and they have been verified as obsolete, unusable and/or cost prohibitive to repair or maintain. If the items do not exceed in value the sum of \$2,500, they may be sold at a private sale without advertising. If the property is of insufficient value to defray the costs of arranging a sale, the items may be donated to a charitable organization or may be disposed of in the local public dump. The items will be removed from the District's fixed asset inventory upon sale or disposal.

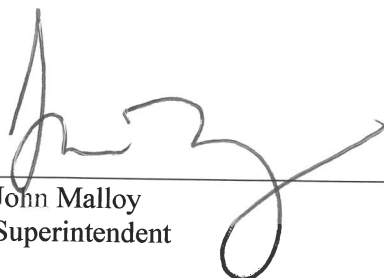
Quantity	Item	Quantity	Item
3	Refrigerators	1	Auto Scrubber
6	Small personal fridges	5	Microwaves
2	Cook Stoves		
3	Dishwashers		
6	Speakers		

**RECOMMENDATION:** Staff recommends approval of the items as surplus property.

**BUDGET IMPLICATIONS:** Any proceeds from the sale of items shall be placed to the credit of the fund from which the original expenditure for the purchase was made or in the general or reserve fund of the district.

  
\_\_\_\_\_  
Nicole Kugler  
Business Manager

  
\_\_\_\_\_  
Greg Medici  
Chief Business Officer

  
\_\_\_\_\_  
John Malloy  
Superintendent

# San Ramon Valley Unified School District

699 Old Orchard Drive, Danville, California, 94526

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Item 11.6

**DATE:** June 15, 2021

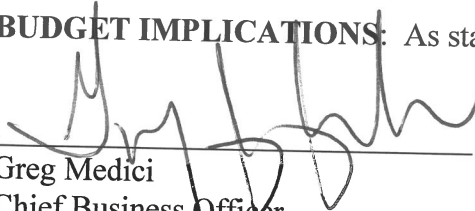
**TOPIC:** CONSIDERATION OF APPROVAL OF CONTRACTS/PURCHASES  
OVER \$50,000

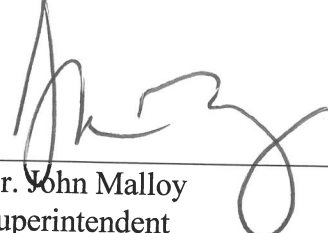
**DISCUSSION:** Contracts and purchases over \$50,000 are routinely brought to the Board for approval. Copies of the contracts are available to the Board and public upon request.

Vendor Name	Item	Amount	Funding
American Chiller Service	Repipe (8) chillars - Cal	\$60,010.	RRM
Cherry Lake Publishing	K-2 Classroom Book Sets	\$70,000	LPG
Follett	Destiny Library Management System	\$73,000	Instr. Materials
Greenfield	Learning Literacy & Language Licenses: Lexia, PowerUp & Rosetta Stone	\$1,215,130	ELO/ESSER
Johnson Supply	(5) Heating Units for Men's Lockerroom - Cal	\$90,465	RRM
Nor-Cal Moving Services	Moving expenses related to 2021-22 Opening	\$150,000	COVID

**RECOMMENDATION:** Authorize the District to execute the above agreements and purchases.

**BUDGET IMPLICATIONS:** As stated above.

  
\_\_\_\_\_  
Greg Medici  
Chief Business Officer

  
\_\_\_\_\_  
Dr. John Malloy  
Superintendent

**DATE:** June 15, 2021

**TOPIC:** CONSIDERATION OF ADOPTION OF RESOLUTION No. 76/20-21,  
APPROVING ROUTINE BUDGET REVISIONS

---

**DISCUSSION:**

**Revenues**

LCFF/Other State Revenues –

LCFF revenues are increased \$28,039,424 primarily due to approval of In-Person Instruction and Expanded Learning Opportunity grants.

Federal Revenues –

Federal revenues are increased \$274 due to a Special Education grant.

Other Local Revenues –

Other Local revenues are increased \$134,535 because of local donations.

**Expenditures**

Salaries and Benefits –

Salaries and benefits are increased \$6,930,193 primarily due to a negotiated one-time salary payment for all employees.

Supplies/Services –

Supplies and services are increased \$986,240 due to use of COVID related grants and Local Donations.

Capital Outlay –

Capital outlay is increased \$7,145 because of intra-program transfers.

11.7

Item Number

**Other Funds**

Building Fund 21 –

Expenses are decreased \$21,147,395 reflecting project expenditures that will occur in the next fiscal year. The projected ending balance is \$43,482,521.

---

**RECOMMENDATION:**

The Administration recommends adoption of Resolution No. 76/20-21, approving the budget adjustments as presented.

**BUDGET IMPLICATIONS:**

Various, as noted above.



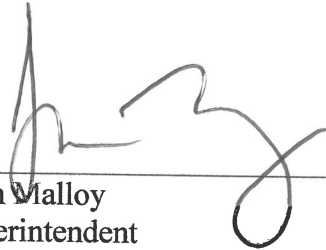
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Gael Treible  
Interim Director, Fiscal Services



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Greg Medici  
Chief Business Officer



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John Malloy  
Superintendent

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 76/20-21  
APPROVING ROUTINE BUDGET REVISIONS**

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Item 11.7

**WHEREAS**, Education Code Sections 42600 – 42603 permit the County Superintendent of Schools with the consent of the Governing Board of the San Ramon Valley Unified School District to make such transfers to revise the adopted budget at any time during a fiscal year; and

**WHEREAS**, the Governing Board believes it to be in the best interest of the District to regularly revise the 2020-21 budget in order to more accurately portray the financial condition of the District;

**NOW, THEREFORE, BE IT RESOLVED** that the Governing Board of the San Ramon Valley Unified School District does hereby authorize the Contra Costa County Superintendent of Schools to revise its 2020-21 budget as hereafter detailed.

**BE IT FURTHER RESOLVED** that the Secretary of the Governing Board is hereby directed to deliver a copy of this Resolution to the County Superintendent of Schools.

**APPROVED, PASSED and ADOPTED** by the Governing Board of the San Ramon Valley Unified School District this 15<sup>th</sup> day of June, 2021, by the following vote:

AYES:

NAYS:

ABSENT:

---

John Malloy  
Secretary of the Board of Education of the  
San Ramon Valley Unified School District of  
Contra Costa County, State of California



**San Ramon Valley Unified School District**  
699 Old Orchard Drive, Danville, California, 94526

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Item 11.8

**DATE:** June 15, 2021

**TOPIC:** **CONSIDERATION OF ADOPTION OF RESOLUTION 77/20-21,  
AUTHORIZING THE APPROVAL OF YEAR-END 2020-21 BUDGET  
TRANSFERS**

---

**DISCUSSION:** The Contra Costa County Superintendent of Schools has recommended that each district adopt a resolution at year-end providing for the reconciliation of major expense categories for year-end closing. These major expenditure categories are certificated salaries, classified salaries, health and welfare benefits, materials and supplies, contracted services, capital outlay projects, tuitions and payments.

California Education Code Section 42600 specifies that these major accounts cannot exceed those accounts established by the board. Action directed by the board or specifically delegated to staff is required to balance any major classifications that may experience a variation.

Due to tight deadlines over the summer months, it is standard practice for California school districts to delegate authority to facilitate year-end closing. All adjustments are made under approval of the County Superintendent of Schools and verified by the district's auditors.

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**RECOMMENDATION:** Staff recommends that the board approve Resolution 77/20-21, authorizing 2020-21 Year-End Budget Transfers.

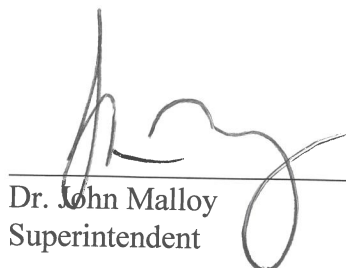
**BUDGET IMPLICATIONS:** N/A



Gael Treible  
Director Fiscal Services



Greg Medici  
Chief Business Officer



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Dr. John Malloy  
Superintendent

11.8

Item Number

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**

**RESOLUTION 77/20-21**

**AUTHORIZING THE APPROVAL OF YEAR-END 2020-21 BUDGET TRANSFERS**

**WHEREAS**, sections 42600 and 42601 of the Education Code of the State of California have been revised in such a manner as to eliminate authorization for year-end blanket transfers; and,

**WHEREAS**, failure to administer year-end budget adjustments would be detrimental to the District.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of the San Ramon Valley Unified School District, at a regular meeting held on June 15, 2021, and in accordance with the provisions of the Education Code Section 35161, delegates its authority for approving year-end budget transfers to the Chief Business Officer, the Superintendent and the Contra Costa County Superintendent of Schools' office;

**BE IT FURTHER RESOLVED** that the Chief Business Officer shall report the results of year-end budget transfers and adjustments to budgets executed by him to the Board of Education of the San Ramon Valley Unified School District following close of the district's ledgers.

**PASSED AND ADOPTED** this day, June 15, 2021.

AYES:

NOES:

ABSTAIN:

ABSENT:

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Susanna Ordway  
President of the Board of Education  
San Ramon Valley Unified School District

**San Ramon Valley Unified School District**  
 699 Old Orchard Drive, Danville, California, 94526

**DATE:** June 15, 2021

**TOPIC:** CONSIDERATION OF ADOPTION OF RESOLUTION 78/20-21, COMMITMENT OF FUNDS FOR 2021-22

**DISCUSSION:** In compliance with Governmental Accounting Standards Board (GASB) Statement No. 54, and Board Policy 3100 Budget/Fund Balances, the Governing Board shall classify fund balances and report those balances within certain classifications based on the relative constraints placed on the purposes for which resources can be used and may commit fund balances for specific purposes as follows:

- 1) Nonspendable fund balance includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.
- 2) Restricted fund balance includes amounts constrained to specific purposes by their providers or by law.
- 3) Committed fund balance includes amounts constrained to specific purposes by the Board.
- 4) For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period (June 30), although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.
- 5) Assigned fund balance includes amounts which are intended for a specific purpose but do not meet the criteria to be classified as restricted or committed.

We request the Board continue the commitment of the following ending balances:

<b>Special Reserve Fund:</b>	
Childcare Buildings	\$503,711
Diablo Vista Middle School Fields	\$363,102
Dougherty Valley High School CSA	\$59,534
Facility Community Use	\$297,015
Capital Investments	\$2,745,486
Technology Infrastructure	\$102,879
Safety Committee	\$1,509,760

The descriptions for the categories above include:

- Childcare Buildings:
  - The District continues to set aside a portion of annual rental income to reinvest in childcare facilities. Investments have historically included, but are not limited to, upgrades to District owned childcare facilities, as well as the purchase of new or existing childcare buildings that are on District land but the District may not have previously owned (example: “portable” or “modular” buildings). The current childcare leases with third party childcare entities are set to expire in Spring of 2025. The expiration may provide the District the opportunity to make additional childcare facilities investments utilizing these reserves.
- Diablo Vista Middle School Fields
  - In partnership with the Town of Danville, these reserves specifically fund infrastructure investments benefitting the sports fields next to Diablo Vista Middle School. Similar to the Dougherty Valley High School CSA below, specific assessment revenues from the communities surrounding Diablo Vista Middle School --- called “Zone 71” --- are transferred to the District from Contra Costa County and fund these committed reserves.

- Dougherty Valley High School CSA
  - The City of San Ramon earmarks funds to provide specific services within the Dougherty Valley “Community Service Area” or “CSA”. In partnership with a commitment from Contra Costa County, the City of San Ramon, and the major developers in Dougherty Valley, the District tracks revenues received from these third parties (that fund this reserve commitment) and expenditures that occur (using these reserved dollars) to cover infrastructure investments at Dougherty Valley High School.
- Facility Community Use
  - Rental income collected from third parties who rent District facilities under the Civic Center Act are deposited in this reserve category. These reserves pay for investments required to maintain rental facilities and cover expenses required to run the facilities use department.
- Capital Investments
  - During the 2018-19 fiscal year and as part of the Board’s financial oversight which led to a Standard & Poors credit rating upgrade in the fall of 2018, the Board took action to reorganize District Reserves --- in part through the creation of “Fund 40”, a special reserve for infrastructure investments --- including this category of reserves that are specifically set aside for capital investments greater than \$50,000. Please note the Standard & Poors credit rating upgrade allowed the Board to structure the Fall 2018 sale of Measure D bonds to save the community millions of dollars in interest payments across the payback period of the bonds. The credit rating upgrade specifically noted the creation of Fund 40 and the set aside of these Fund 40 reserves as an element of the decision to upgrade the District’s credit rating.
- Technology Infrastructure
  - Technology infrastructure is also included in “Fund 40”, a special reserve for infrastructure investments, including this category of reserves that are specifically set aside for technology infrastructure investments. Technology infrastructure includes on-going upgrades to technology equipment to increase speed and bandwidth and improve efficiency and security.
- Safety Committee
  - The Safety Committee is also included in “Fund 40”, a special reserve for infrastructure investments, including this category of reserves that are specifically set aside for safety infrastructure investments. The open session Board Meeting on July 31, 2018 and May 7, 2019 have further details describing this Board commitment, which includes fencing and gating, emergency communication infrastructure, security cameras, visitor pass systems, personnel training and communications.

Please also note, the committed reserves above --- excluding the Diablo Vista Middle School Fields and Dougherty Valley High School CSA --- can be committed for an alternate purpose at anytime with further Board action.

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**RECOMMENDATION:** The staff recommends adoption of Resolution 78/20-21, establishing the commitments in the Special Reserve Funds to the budgeted amounts.

**BUDGET IMPLICATIONS:** Amounts committed for the above purposes will not be available for general operations.

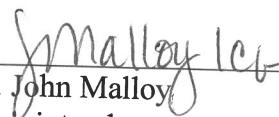
Gael Treible



Gael Treible  
Director Fiscal Services



Greg Medici  
Chief Business Officer



Dr. John Malloy  
Superintendent

11.9 Item Number
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**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 78/20-21,**

**COMMITMENT OF FUNDS 2021-22**

**WHEREAS**, under GASB 54, the Governing Board is required to take action if they wish to formally commit ending balances of funds for a specific purpose; and

**WHEREAS**, the Governing Board wishes to continue the commitment of the ending balance in the Special Reserve Fund of \$503,711 for the purchase of childcare buildings, \$363,102 for Diablo Vista Middle School fields and \$59,534 for Dougherty Valley High School CSA, \$297,015 for facility community use, \$2,745,486 for capital investments, \$102,879 for technology infrastructure and \$1,509,760 for Safety Committee;

**NOW, THEREFORE, BE IT RESOLVED** that the Governing Board of the San Ramon Valley Unified School District does hereby establish these commitments.

**APPROVED, PASSED and ADOPTED** by the Governing Board of the San Ramon Valley Unified School District this 15th day of June 2021, by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

---

Dr. John Malloy  
Secretary of the Board of Education of the  
San Ramon Valley Unified School District of  
Contra Costa County, State of California

**San Ramon Valley Unified School District**  
699 Old Orchard Drive, Danville, CA 94526

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Item 11.10

**DATE:** June 15, 2021

**TOPIC:** CONSIDERATION OF ADOPTION OF RESOLUTION 79/20-21, AUTHORIZING THE ALLOCATION OF FUNDS IN THE 2021-22 EDUCATION PROTECTION ACCOUNT

---

**DISCUSSION:** The passage of Proposition 30 in November 2012 created the Education Protection Account (EPA) in the State General Fund. This EPA was established to receive and disburse the revenues derived from the incremental increase in taxes imposed by Article XIII, Section 36(f) of the California Constitution. These funds are an offset to the State Aid portion of the Local Control Funding Formula and do not increase the total funds available to the District.

The Governing Board has the authority to make spending determinations with respect to these funds. This determination must be made in open session of a public meeting and meet requirements for the approved types of activities the funds may be used for. In addition, they may not be used for salaries or benefits for administrators or any other administrative costs.

The CDE Advanced Apportionment estimates that our district will receive approximately \$6,192,864 in EPA funding for 2021-22, as noted in the proposed district budget. We are recommending that these funds be spent on instructional teacher salaries and benefits, as defined in SACS function 1000.

The district will also publish on its website an accounting of how much EPA funding was received and how the funds were spent. In addition, the annual independent financial and compliance audit shall ascertain and verify that the funds provided from the Education Protection Account have been properly disbursed and expended.

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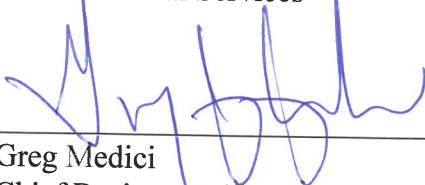
**RECOMMENDATION:** The administration recommends adoption of Resolution 79/20-21, allocating funds from the Education Protection Account for the purpose of paying instructional teacher salaries and benefits.

**BUDGET IMPLICATIONS:** N/A

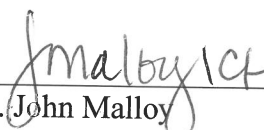
Gael Treible



Gael Treible  
Director Fiscal Services



Greg Medici  
Chief Business Officer



---

Dr. John Malloy  
Superintendent

11.10

Item Number

**RESOLUTION NO. 79/20-21**

**EDUCATION PROTECTION ACCOUNT**

**WHEREAS**, the voters approved temporary sales and income tax increases with Proposition 30 on November 6, 2012; and voters approved Proposition 55 on November 8, 2016 which allowed the sales tax increase to expire in 2016 while extending the increased income tax rates through 2030.

**WHEREAS**, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012; and Proposition 55 amended Article XIII, Section 36 of the California Constitution effective November 8, 2016 and commencing on January 1, 2018.

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

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

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

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

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

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

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

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

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

**WHEREAS**, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and

verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

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

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the Governing Board of the San Ramon Valley Unified School District:

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

**APPROVED, PASSED and ADOPTED** by the Governing Board of the San Ramon Valley Unified School District this 15<sup>th</sup> day of June 2021, by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

DATED: June 15, 2021

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Vice President

\_\_\_\_\_  
Board Clerk

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member



**San Ramon Valley Unified School District**  
699 Old Orchard Drive, Danville, California, 94526

**DATE:** June 15, 2021

**TOPIC: CONSIDERATION OF APPROVAL OF RESOLUTION 80/20-21,  
AUTHORIZING 2021-22 INTRA-FUND TRANSFERS IN ACCORDANCE  
WITH EDUCATION CODE SECTION 35161**

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**DISCUSSION:** The budget is a projection of the revenues and expenditures that have been prepared to support the educational programs of the district. As the year progresses, the needs of various departments and programs change. Principals need to make changes on a regular basis to assure that sufficient appropriations are available in certain major budget classifications such as 4300-Instructional Supplies or 5500-Utilities. These changes are only within the major accounts of the funds and have no impact on the bottom line of the budget. Education Code 42600 requires that budget transfers be made from other major categories to cover the shortages in the major expense classifications. This transfer will result in no change to the total expenditures; it will simply be expended in another category. Education Code 35161 empowers the Governing Board of a school district to delegate this duty in lieu of doing it on a monthly basis. The attached resolution authorizes this duty to be delegated to the Superintendent or designee. Any transfer requiring a change in the ending balance will still be submitted to the Governing Board for approval.

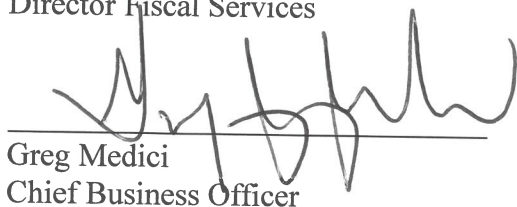
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**RECOMMENDATION:** Staff recommends that the board approve Resolution 80/20-21, authorizing 2021-22 Intra-Fund Transfers in Accordance with Education Code 35161.

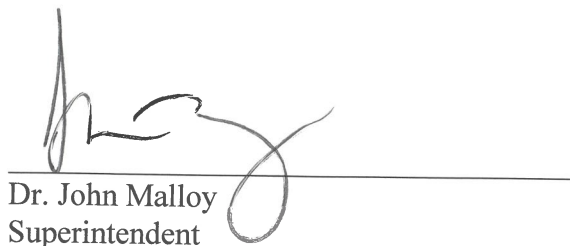
**BUDGET IMPLICATIONS:** N/A



Gael Treible  
Director Fiscal Services



Greg Medici  
Chief Business Officer



Dr. John Malloy  
Superintendent

11.11

Item Number

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 80/20-21

**AUTHORIZING THE SUPERINTENDENT OR DESIGEE TO MAKE 2021-22 INTRA-FUND TRANSFERS IN ACCORDANCE WITH EDUCATION CODE SECTION 35161**

**WHEREAS**, there are necessary adjustments in expenditure appropriations budgeted for 2021-22 without changes in revenues or total appropriations; and

**WHEREAS**, Education Code Section 35161 empowers the governing board of a school district to delegate to an officer or an employee of the district certain powers and duties; and

**WHEREAS**, the governing board retains ultimate responsibility over performance of these powers so delegated.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of the San Ramon Valley Unified School District, at a regular meeting held on June 15, 2021, and in accordance with the provisions of Article 1 Chapter 9, Part 24 of the Education Code, commencing with Section 42600, adopts the following 2021-22 budget authorization to transfer funds within funds for the following provided that the total amount re-appropriated does not exceed the adopted total appropriations and that all transfers are approved by the superintendent designee:

- |  |   |
|--|---|
| General Fund                                       | Capital Facilities Fund                 |
| Adult Education Fund                               | State School Building Fund              |
| Cafeteria Fund                                     | County School Facilities Fund           |
| Child Development Fund                             | Special Reserve Fund (Capital Projects) |
| Deferred Maintenance Fund                          | Bond Interest & Redemption Fund         |
| Special Reserve Fund (Other than Capital Projects) | Tax Override Fund                       |
| Building Fund                                      | Self-Insurance Fund                     |

**PASSED AND ADOPTED** this day, June 15, 2021.

AYES:

NOES:

ABSTAIN:

ABSENT:

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Susanna Ordway,  
President of the Board of Education of the  
San Ramon Valley Unified School District

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
699 Old Orchard Drive, Danville, California

**DATE: JUNE 15, 2021**

**TOPIC: CONSIDERATION OF APPROVAL OF BID AWARD FOR WAREHOUSE (SERVICE CENTER) SEISMIC UPGRADE PROJECT**

**DISCUSSION:** On June 4, 2021 the District received and publicly opened bids for the Warehouse (Service Center) Seismic Upgrade project. The bid results are listed below.

<b>Bid #847</b>			
<b>Contractor</b>	<b>Base Bid</b>	<b>10% Contingency</b>	<b>Total Not to Exceed</b>
Ashron Construction & Restoration, Inc.	\$233,000	\$23,300	\$256,300
J-Walt Construction, Inc.	\$278,000		
W.A. Thomas, Co., Inc.	\$407,000		
Southwest Construction & Property Management	\$464,650		

**RECOMMENDATION:** Staff recommends the Board approve the following bid award.

- Ashron Construction & Restoration, Inc., for a total not-to-exceed amount of \$256,300.

**BUDGET IMPLICATIONS:** As shown above – Fund 21 - Redevelopment Fund



Erin Hirst  
Assistant Director, Facilities



Daniel Hillman  
Assistant Superintendent  
Business Operations and Facilities



Dr. John Malloy  
Superintendent

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
699 Old Orchard Drive, Danville, California

**DATE:** JUNE 15, 2021

**TOPIC:** CONSIDERATION OF APPROVAL OF BID AWARD FOR VENTURE SCHOOL SCIENCE & ART REMODEL PROJECT

**DISCUSSION:** On June 2, 2021 the District received and publicly opened bids for the Venture School Science & Art remodel project. The bid results are listed below.

Bid #848			
Contractor	Base Bid	10% Contingency	Total Not to Exceed
ELLA	\$588,000	\$58,800	\$646,800
W.A. Thomas Co., Inc.	\$588,000		

The controlling UPCCAA statute (Public Contract Code §22038(b)) indicates that “[i]f two or more bids are the same and the lowest, the public agency may accept the one it chooses” or may decide “by lot.” In other words, a public agency can simply pick the contractor that it prefers. However, because both contractors have performed favorably on several District projects, Staff wished to avoid any favoritism between the parties. All parties agreed to flip a coin to determine which bid to recommend for approval. The coin flip was witnessed and recorded by District Staff.

**RECOMMENDATION:** Staff recommends the Board approve the following bid award.

- ELLA for a total not-to-exceed amount of \$646,800.

**BUDGET IMPLICATIONS:** As shown above – Local Building Fund



Erin Hirst  
Assistant Director, Facilities



Daniel Hillman  
Assistant Superintendent  
Business Operations and Facilities



Dr. John Malloy  
Superintendent

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT  
699 Old Orchard Drive, Danville, California 94526

DATE: JUNE 15, 2021

TOPIC: PREVIEW OF TEXTBOOKS

**DISCUSSION:** It is requested that the following textbooks be adopted for use beginning immediately following adoption.

<i>First They Killed My Father: A Daughter of Cambodia Remembers</i>	Loung Ung Harper Perennial Copyright 2006	All High Schools English Grade 12	\$11.16
<i>Stay Alive My Son</i>	Pin Yathay Simon & Schuster/Touchstone Copyright 1988	All High Schools English Grade 12	\$13.39
<i>Never Fall Down</i>	Patricia McCormick Harper Collins Copyright 2012	All High Schools English Grade 12	\$8.99

*First They Killed My Father: A Daughter of Cambodia Remembers*, *Stay Alive My Son*, and *Never Fall Down* will be used with the District's strategic plan focused on equity. Students will be taught English 12: Social Justice with a unit on the Cambodian genocide and want to use these novels to do literary circles. These books have been previewed for age appropriateness and educational content.

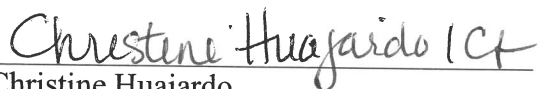
District Policy 6161.1 requires that textbooks be placed on display prior to adoption. This board item is to serve as notice that these textbooks will be on display in the Educational Services Department (Building D) from June 15, 2021 through August 3, 2021. These textbooks will be presented to the School Board on August 3, 2021 for adoption.

**RECOMMENDATION:** The administration recommends adoption of these textbooks after the required preview period.

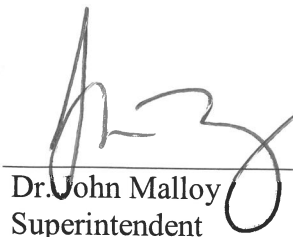
**BUDGET IMPLICATIONS:** District Instructional Material funds and/or site donations will be used to purchase these books.



Debra Petish  
Director of Curriculum & Instruction



Christine Huajardo  
Assistant Superintendent  
Educational Services



Dr. John Malloy  
Superintendent

11.14

Item Number

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT  
699 Old Orchard Drive, Danville, California 94526

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Item 11.15

DATE: JUNE 15, 2021

TOPIC: ADOPTION OF TEXTBOOKS

**DISCUSSION:** It is requested that the following textbooks be adopted for use beginning immediately following adoption.

<i>Adventures in Japanese 1 Online Textbook</i>	Hiroimi Peterson, Naomi Hirano-Omizo, Jan Asato Cheng & Tsui Copyright 2015	All High Schools World Language Grade 9-12	\$59.99
<i>Adventures in Japanese 2 Online Textbook</i>	Hiroimi Peterson, Naomi Hirano-Omizo, Jan Asato Cheng & Tsui Copyright 2015	All High Schools World Language Grade 9-12	\$67.99
<i>Adventures in Japanese 3 Online Textbook</i>	Hiroimi Peterson, Naomi Hirano-Omizo, Jan Asato Cheng & Tsui Copyright 2015	All High Schools World Language Grade 9-12	\$72.99

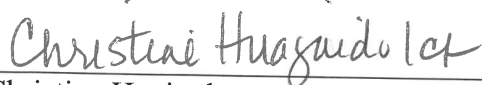
*Adventures in Japanese 1, 2, and 3* is a series of online textbooks that is an identical, digital alternative to the print version. The content meets California's new world language standards. These books have been reviewed for age appropriateness and educational content.

**RECOMMENDATION:** The administration recommends adoption of these textbooks after the required preview period.

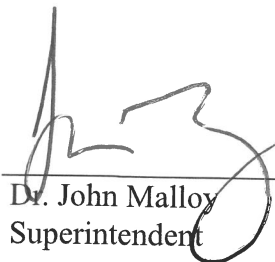
**BUDGET IMPLICATIONS:** District Instructional Material funds and/or site donations will be used to purchase these books.



Debra Petish  
Director of Curriculum & Instruction



Christine Huajardo  
Assistant Superintendent  
Educational Services



Dr. John Malloy  
Superintendent

11.15

Item Number

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
699 Old Orchard Drive, Danville, CA

**DATE:** JUNE 15, 2021

**TOPIC:** CONSIDERATION OF APPROVAL OF REVISION TO  
ADMINISTRATIVE REGULATION 3311 – BUSINESS AND  
NONINSTRUCTIONAL OPERATIONS


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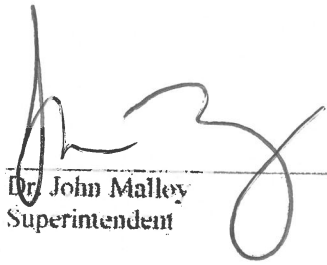
**DISCUSSION:** In an effort to align district policies with current law and California School Board Association (CSBA) guidelines, it is recommended that the District revise *Administrative Regulation 3311 – Business and Noninstructional Operations*. The proposed changes will result in updates to the formal and informal bid limits as outlined in Public Contract Code. This proposed revision has been reviewed by the District's legal counsel.

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**RECOMMENDATION:** Staff recommends the Board approve the revision to *Administrative Regulation 3311 – Business and Noninstructional Operations*.

**BUDGET IMPLICATIONS:** None

  
\_\_\_\_\_  
Daniel Hillman  
Assistant Superintendent  
Business Operations and Facilities

  
\_\_\_\_\_  
Dr. John Malley  
Superintendent

11.16

Item Number

## AR 3311 Business and Noninstructional Operations

### Advertised/Competitive Bids - Purchases and Non-Professional Services

The district shall seek competitive bids through advertisement for contracts exceeding the amount specified in law as annually adjusted by the Superintendent of Public Instruction (which was ~~\$88,300~~ ~~\$60,000~~ as of ~~February 2017~~ *January 1, 2020*) for any of the following: (Public Contract Code [20111\(a\)](#) and (c))

1. The purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district
2. Services, not including construction services or special services and advice in accounting, financial, legal, or administrative matters
3. 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, but 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](#))

### Advertised/Competitive Bids - Public Projects (Construction)

Since the district has adopted the *California* Uniform Public Construction Cost Accounting Act ("*CUPCCAA*"), the district must seek competitive bids for any public project (as defined in Public Contract Code section 22002) involving an expenditure of ~~\$45,000~~ ~~\$60,000~~ or more to the lowest responsible bidder, or reject all bids. All bids for construction work shall be presented under sealed cover and shall be accompanied by one of the following forms of security, as required by the board: Cash; cashier's check, certified check, or bidder's bond. (Public Contract Code [20111\(b\)](#) and (c), and [22032\(a\)](#))

### Instructions and Procedures for Advertised Bids - Purchases and Non-Professional Services

The Superintendent or designee shall call for bids, when required, 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 circulated in the county. The Superintendent or designee also may post the notice on the district's web site 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 where bids will be opened. The district may accept a bid that has been submitted electronically or on paper. (Public Contract Code [20112](#))

(cf. [1113](#) - District and School Web Sites)

The notice shall contain the time, date, and location of any mandatory prebid conference, site visit, or meeting. The notice shall also detail when and where project documents, including the final plans 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 [6610](#))

Bid instructions and specifications shall include the following requirements and information, unless otherwise required or authorized by law:



1. All bidders shall certify the minimum, if not exact, percentage of post-consumer materials in products, materials, goods, or supplies offered or sold. (Public Contract Code [22152](#))

(cf. [3510](#) - Green School Operations)

2. All bids shall be presented under sealed cover.

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 Board of Education may determine by lot which bid shall be accepted. (Public Contract Code [20117](#))

6. Any subsequent change or alteration of a contract shall be governed by the provisions of Public Contract Code [20118.4](#).

7. After being opened, all submitted bids become public records pursuant to Government Code [6252](#) and shall be made available for public review pursuant to law, Board policy, and administrative regulation.

(cf. [1340](#) - Access to District Records)

8. When a bid is disqualified as nonresponsive based on district investigation or other information not obtained from the submitted bid, the Superintendent or designee shall notify the bidder and give him/her an opportunity to respond to the information.

#### Instructions and Procedures for Advertised Bids - Public Projects (Construction)

Notice of formal bidding of a construction project shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice shall be published at least 14 calendar days before the date of opening the bids in a newspaper of general circulation, printed and published in the jurisdiction of the district; or, if there is no newspaper published within the district, notice shall be so published in a newspaper of general circulation which is circulated within the jurisdiction of the district; or if there is no newspaper circulated within the district, notice shall be so published by posting the notice in at least three places within the jurisdiction of the district as have been designated by ordinance or regulation of the district as places for posting of its notices. The notice shall also be sent at least 15 calendar days before the date of bid opening by either fax ~~or e-mail~~, ~~and or by~~ U.S. mail, to all construction trade journals specified in Public Contract Code section 22036. The district may give other notice as it deems proper. (Public Contract Code [22037](#))

However, if the public construction project is ~~\$175,000~~ ~~\$200,000~~ or less, the district may elect to use statutory informal bidding procedures, such as providing notice of the project to a list of contractors maintained by the district or providing notice to construction trade journals. (Public Contract Code [22034](#))

The notice shall contain the time, date, and location of any mandatory prebid conference, site visit, or meeting. The notice shall also detail 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 [6610](#))

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](#))

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](#))

When two or more identical lowest or highest bids are received, the Board of Education may determine by lot which bid shall be accepted. (Public Contract Code [20117](#))

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 #a 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.

d. 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.

After being opened, all submitted bids become public records pursuant to Government Code [6252](#) and shall be made available for public review pursuant to law, Board policy, and administrative regulation.

(cf. [1340](#) - Access to District Records)

When a bid is disqualified as nonresponsive based on district investigation or other information not obtained from the submitted bid, the Superintendent or designee shall notify the bidder and give him/her an opportunity to respond to the information.

#### Prequalification Procedure

When required by law or the Board for a construction contract, each prospective bidder must be prequalified by the district in advance of the bid opening, otherwise it may not submit a bid. Prequalification is required by law for all lease-leaseback construction contracts, and all competitively bid construction contracts of \$1,000,000 or more where the Board uses state bond funds. To become prequalified, a bidder must obtain the prequalification application form from the district, comply with all requirements, deadlines, and instructions in the application, and complete and submit a standardized questionnaire and financial statement either by the applicable deadline prior to the bid opening of a particular project or by the deadline for the district's annual prequalification. 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. (Public Contract Code [20111.5](#), [20111.6](#))

#### 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. For any transportation service contract involving an expenditure of more than \$10,000, which the Board contemplates may be made with a person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of students who are to be transported, in which case the Board may contract with other than the lowest bidder (Education Code [39802](#))
3. When the contract is one for which the Board has established goals and requirements relating to participation of minority, women, 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 complies or makes a good faith effort to comply with the goals and requirements (Public Contract Code [2000-2002](#))
4. When otherwise required or authorized by law.

#### Protests by Bidders

A 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. A protest must be filed and decided as required in the bid documents, or in the absence of requirements in the bid documents, it must be filed in writing with the Superintendent or designee within five working days after the date of the bid opening as advertised in the notice to bidders and shall include all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

#### Alternative Bid Procedures for Technological Supplies and Equipment

Rather than seek competitive bids, the Board may use competitive negotiation when it makes a finding that a district procurement is for computers, software, telecommunications equipment, microwave equipment, or other related electronic equipment and apparatus. Competitive negotiation shall not be used to contract for construction or for the procurement of any product that is available in substantial quantities to the general public. (Public Contract Code [20118.2](#))

The competitive negotiation process shall include, but not be limited to, the following requirements: (Public Contract Code [20118.2](#))

1. The Superintendent or designee shall prepare a request for proposals (RFP) that shall be submitted to an adequate number of qualified sources, as determined by the district, to permit reasonable competition consistent with the nature and requirement of the procurement.
2. Notice of the RFP shall be published at least twice in a newspaper of general circulation, at least 10 days before the date for receipt of the proposals.
3. The Superintendent or designee shall make every effort to generate the maximum feasible number of proposals from qualified sources and shall make a finding to that effect before proceeding to negotiate if only a single response to the RFP is received.
4. The RFP shall identify all significant evaluation factors, including price, and their relative importance.
5. The Superintendent or designee shall provide reasonable procedures for the technical evaluation of the RFPs received, the identification of qualified sources, and the selection for the award of the contract.

6. The Board shall award the contract to the qualified bidder whose proposal meets the evaluation standards and will be most advantageous to the district with price and all other factors considered.
7. If the Board does not award the contract to the bidder whose proposal contains the lowest price, then the Board shall make a finding setting forth the basis for the award.
8. The Board, at its discretion, may reject all proposals and request new RFPs.
9. Provisions in any contract concerning utilization of small business enterprises that are in accordance with the RFP shall not be subject to negotiation with the successful proposer.

#### Sole Sourcing

For a construction contract, the Superintendent or designee may designate a specific material, product, thing, or service by brand or trade name (sole sourcing) if the Board has made a finding, described in the invitation for bids or 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

(cf. [9323.2](#) - Actions by the Board)

#### Bids Not Required

The District must advertise for bids only when required by law and no exception to that requirement exists. The circumstances where bids are not required include, but are not limited to, the following:

Since the district has adopted CUPCAA, bids are not required for construction projects under ~~\$45,000~~ **\$60,000**. (Public Contract Code [22032\(a\)](#))

Without advertising for bids and upon a determination that it is in the best interest of the district, the Board may authorize 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](#))

(cf. [3300](#) - Expenditures and Purchases)

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. 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 cost comparison findings specified in Government Code 4217.12. (Government Code 4217.12)

(cf. [3510](#) - Green School Operations)

(cf. [3511](#) - Energy and Water Management)

(cf. [9320](#) - Meetings and Notices)

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](#))

(cf. [6161.1](#) - Selection and Evaluation of Instructional Materials)

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6163.1 - Library Media Centers)

Perishable ~~foodstuffs~~ and seasonal commodities needed in the operations of cafeterias ~~may~~ shall be purchased through bid or ~~on the open market procurement by noncompetitive proposals~~. (Education Code [38083](#))

(cf. [3551](#) - Food Service Operations/Cafeteria Fund)

In an emergency, the Board may 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, as permitted by law pursuant to a four-fifths vote of the Board. (Public Contract Code [1102](#), [22035](#), and [22050](#))

(cf. [3517](#) - Facilities Inspection)

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](#))

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](#))

For construction contracts, the district may use statutory best value procedures to select the contractor if the district is using either the lease-leaseback or design-build delivery method. (Education Code [17250.10](#) and [17406](#))

Regulation SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

approved: March 21, 2017 Danville, California

*revised: June 15, 2021*

**San Ramon Valley Unified School District**  
699 Old Orchard Drive, Danville, CA 94526

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Item 11.17

**DATE:** June 15, 2021

**TOPIC:** CONSIDERATION OF APPROVAL OF 2021-22 NON-PUBLIC SCHOOL AND  
NON-PUBLIC AGENCY MASTER CONTRACT EXPENDITURES

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**DISCUSSION:**

As part of the U.S. Individuals with Disabilities Education Act (IDEA), the least restrictive environment is identified as one of the six principals that govern the education of students with disabilities. By law, schools are required to provide a Free Appropriate Public Education (FAPE) in the least restrictive environment that is appropriate to the individual student's needs.

"Least restrictive environment" (LRE) means that a student who has a disability should have the opportunity to be educated with non-disabled peers, to the greatest extent appropriate. They should have access to the general education curriculum, extracurricular activities, or any other program that non-disabled peers would be able to access. The student should be provided with supplementary aids and services necessary to achieve educational goals if placed in a setting with non-disabled peers. Should the nature or severity of their disabilities prevent the student from achieving these goals in a general education setting, then the student would be placed in a more restrictive environment, such as a Resource Program, separate classroom with specialized academic instruction (Special Day Class), or a Non-Public school (NPS) or Non-Public Agency (NPA).

To determine what an appropriate setting is for a student, an IEP (Individualized Education Program) team will review the student's needs and interests. The types of educational settings for students with disabilities will vary. With the difference in needs and interests among students with disabilities, there is no single definition of what a LRE will be for all students.

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**RECOMMENDATION:** Approve projected expenditures of \$5,891,903.00 to cover the services provided by Non-Public Schools and Non-Public Agencies.

**BUDGET IMPLICATIONS:** As included in the attached.

  
Mary Ann Frates  
SELPA Executive Director

  
Dr. John Malloy  
Superintendent

11.17

Item Number

**2021/2022 Projection - Non Public Agencies \*\*\*ESTIMATED\*\*\***

Non Public Agency	Service(s)	# of Students	2021/2022 Projected July 1 - Dec 31	2021/2022 Projected Jan 1 - June 30	Total
Building Connections	INTENSIVE INDIVIDUAL		\$287,674.00	\$287,674.00	\$575,348.00
Deborah McCloskey	Speech Hearing		\$12,500.00	\$12,500.00	\$25,000.00
EdTheory Staffing Services	SLP OT PT Behavior Teachers		\$125,800.50	\$125,800.50	\$251,601.00
360 Degree	SDC/RSP		\$136,136.00	\$136,136.00	\$272,272.00
Ro Health	LVN		\$136,136.00	\$136,136.00	\$272,272.00
Soliant	OT		\$136,136.00	\$136,136.00	\$272,272.00
SPG	SL		\$136,136.00	\$136,136.00	\$272,272.00
Pediatric Therapy	PSYCG		\$136,136.00	\$136,136.00	\$272,272.00
S.T.A.R.	SLP		\$12,500.00	\$12,500.00	\$25,000.00
<b>TOTAL</b>			<b>\$1,119,154.50</b>	<b>\$1,119,154.50</b>	<b>\$2,238,309.00</b>

**2021/2022 Projection - Non Public Schools \*\*\*ESTIMATED\*\*\***

Non Public School	Service(s)	# of Students	2021/2022 Projected July 1 - Dec 31	2021/2022 Projected Jan 1 - June 30	Total
A Better Chance School	Instruction 1:1 Aide Trans/OT	3	\$70,772.00	\$70,772.00	\$141,544.00
Alpine	Room Board Psych	1	\$85,512.50	\$85,512.50	\$171,025.00
Anova	Instruction	1	\$67,456.50	\$67,456.50	\$134,913.00
Bayhill	Instruction	4	\$53,839.50	\$53,839.50	\$107,679.00
Boulder Creek	Room Board Psych	1	\$11,951.50	\$11,951.50	\$23,903.00
Diamond Ranch	Instruction Room Board Psych	1	\$25,000.00	\$25,000.00	\$50,000.00
Discovery Academy	Room Board Psych	1	\$96,600.00	\$96,600.00	\$193,200.00
Fred Finch	Instruction Psych	1	\$27,600.00	\$27,600.00	\$55,200.00

Greenacre Home	Room Board Psych	1	\$107,410.00	\$107,410.00	\$214,820.00
Hope Academy	Instruction	1	\$12,500.00	\$12,500.00	\$25,000.00
Change Academy	Instruction Room Board Psych	1	\$55,796.50	\$55,796.50	\$111,593.00
Esther B. Clark	Instruction	2	\$25,000.00	\$25,000.00	\$50,000.00
Logan River	Room Board Psych	1	\$25,000.00	\$25,000.00	\$50,000.00
Mountain Valley	Instruction Room Board Psych	1	\$40,455.00	\$40,455.00	\$80,910.00
Morgan Center	Instruction	1	\$51,602.50	\$51,602.50	\$103,205.00
Orion Moraga	Instruction	1	\$21,700.00	\$21,700.00	\$43,400.00
Raskob	Instruction	1	\$24,990.50	\$24,990.50	\$49,981.00
The Phillips Academy	Instruction	1	\$25,000.00	\$25,000.00	\$50,000.00
Seneca	Instruction	2	\$169,559.00	\$169,559.00	\$339,118.00
Spectrum Center	Instruction/ 1:1 Aide PT/OT/APE	8	\$263,424.50	\$263,424.50	\$526,849.00
Springstone	Instruction	1	\$25,000.00	\$25,000.00	\$50,000.00
Stars Academy	Instruction	3	\$110,515.50	\$110,515.50	\$221,031.00
SUMA Kids	Instruction PT/OT/APE	1	\$25,000.00	\$25,000.00	\$50,000.00
The Bay School	Instruction 1:1 Aide PT/OT/APE	1	\$64,229.50	\$64,229.50	\$128,459.00
Via Center	Room Board Psych	1	\$47,660.00	\$47,660.00	\$95,320.00
Wellspring	Instruction 1:1 Aide PT/OT/APE	6	\$237,697.50	\$237,697.50	\$475,395.00
Wings	Instruction 1:1 Aide PT/OT/APE	1	\$55,524.50	\$55,524.50	\$111,049.00
<b>TOTAL</b>			<b>\$1,826,797.00</b>	<b>\$1,826,797.00</b>	<b>\$3,653,594.00</b>

<b>TOTAL PROJECTED COST FOR 2021/2022:</b>	<b>\$5,891,903.00</b>
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\*\*\*BASED ON ACTUAL COST IN 20/21\*\*\*\*\*



**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
699 Old Orchard Drive, Danville, CA 94526

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Item 11.18

**DATE: June 15, 2021**

**TOPIC: CONSIDERATION OF ANNUAL APPROVAL OF MEMBERSHIP OF  
COMMITTEE ON ASSIGNMENTS (TEACHER CREDENTIALING)**

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**DISCUSSION:**

On occasion teachers have special skills or preparation to teach a subject outside their credential authorization. With their consent they may be assigned to teach an elective course in the area of the special skills or preparation provided that the assignment is first approved by a Committee on Assignments. These assignments shall be for a maximum of one school year, but may be extended. The Education Code allows for the creation of a Committee on Assignments, with equal teacher and administrative representation, with the charge to analyze and approve these teaching assignments. We are requesting Board approval of membership of the Committee.

**RECOMMENDATION:**

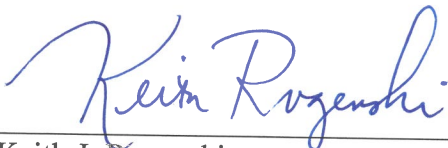
Approve membership for the Committee on Assignments for the 2021-22 school year as described on the attached District Plan.

**BUDGET IMPLICATIONS:**

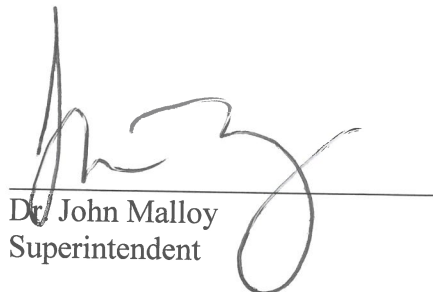
None



Aileen Parsons  
Director, Certificated Personnel



Keith J. Rogenski  
Asst. Superintendent



Dr. John Malloy  
Superintendent

Item Number

11.18

## San Ramon Valley Unified School District

### DISTRICT PLAN FOR COMMITTEE ON ASSIGNMENTS

PURPOSE: A district may establish a Committee on Assignments as outlined in EC 44258.7 c and d to review and approve assignment of teachers with special skills and preparation to teach an elective course in the area of their special skills or preparation and outside their credential area.

SUBMIT THIS FORM TO PERSONNEL ADMINISTRATOR, COUNTY OFFICE OF EDUCATION

1. This is to certify the establishment of our District Committee on Assignments in accordance with provision of EC 44258.7 (d) (1).

\_\_\_\_\_  
District Superintendent

\_\_\_\_\_  
President of District Governing Board

2. A. Effective date of establishment of Committee on the Committee on Assignments:  
B. Effective date of this plan update: August 1, 2021
3. District administrative contact person relative to the Committee on Assignments:  
Name: Keri Van De Star Phone: (925) 552-2925  
Title: Director, Human Resources
4. Procedures for selection of the committee membership in accordance with EC 44258.7 (2):
1. Director of Certificated Personnel to appoint one (1) administrator.
  2. San Ramon Valley Education Association to appoint one (1) teacher.
  3. San Ramon Valley Education Association may select a second teacher to act as subject matter specialist for special cases. In the event, a second administrator will also be appointed.
5. Term of office for Committee on Assignments members:
- | <u>SRVEA Representative</u>          | <u>Date</u> | <u>Length of Term</u> |
|--------------------------------------|-------------|-----------------------|
| Laura Finco                          | 8/2021      | Through 2021/2022     |
| <u>Administrative Representative</u> | <u>Date</u> | <u>Length of Term</u> |
| Keri Van De Star                     | 8/2021      | Through 2021/2022     |
6. Criteria for determining teachers' qualification for assignments pursuant to EC 44258.7 (4)
1. Education Code 44258.7 c and d.
  2. Additional training/preparation or demonstration of special skills in the subject area under consideration.
  3. The committee will request consultation with the District master teacher in subjects under consideration for approval, as needed.

## Committee on Assignment

### Ed Code: 44258.7 (c ) and (d)

(a) The holder of a standard secondary credential who, prior to September 1, 1989, has taught successfully in a subject within the department of his or her academic major or minor for a minimum of three years, as verified by the employing school district, may receive a supplementary authorization in that subject upon application, payment of a fee, which shall not exceed one-half of the regular credential fee, and evidence that one of the following has been accomplished:

(1) Successful completion, by September 1, 1989, of a minimum of 12 semester units, or six upper division or graduate units, of coursework at an accredited institution in the subject.

(2) The securing of a passing score on an examination in the subject approved by the Commission on Teacher Credentialing.

(3) Verification of competence in the subject matter by a subject area specialist not associated with the employing school district.

(b) A person who holds a teaching credential in a subject or subjects other than physical education may be authorized by action of the local governing board to coach one period per day in a competitive sport for which students receive physical education credit, provided that he or she is a full-time employee of the school district and has completed a minimum of 20 hours of first aid instruction appropriate for the specific sport.

(c) A teacher employed on a full-time basis who teaches kindergarten or any of grades 1 to 12, inclusive, and who has special skills and preparation outside of his or her credential authorization may, with his or her consent, be assigned to teach an elective course in the area of the special skills or preparation, provided that the assignment is first approved by a committee on assignments. For purposes of this subdivision an "elective course" is a course other than English, mathematics, science, or social studies. The membership of the committee on assignments shall include an equal number of teachers, selected by teachers, and school administrators, selected by school administrators.

(d) Assignments approved by the committee on assignments shall be for a maximum of one school year, but may be extended by action of the committee upon application by the schoolsite administrator and the affected teacher. All initial assignments or extensions shall be approved prior to the assignment or extension. Districts making assignments under this subdivision shall submit a plan to the county superintendent of schools which shall include, but need not be limited to, the following:

(1) Statements signed by the district superintendent and the president or chairperson of the district governing board, approving the establishment of the committee.

(2) Procedures for selection of the committee membership.

(3) Terms of office for committee members.

(4) Criteria for determining teachers' qualifications for these assignments.

(e) The Commission on Teacher Credentialing may develop and recommend general criteria that may be used by local committees on assignment in assessing a candidate's qualifications.

(f) The commission shall issue an Activity Supervisor Clearance Certificate to candidates serving in a position pursuant to subdivision (a) of Section 49024 upon verification of the candidate's personal identification and verification that the candidate meets all professional requirements pursuant to Sections 44339, 44340, 44341, and 44346.5. Each certificate shall be issued initially for a five-year period and may be renewed. The commission shall establish a fee for the Activity Supervisor Clearance Certificate.

*(Amended by Stats. 2009, Ch. 379, Sec. 1. (AB 1025) Effective January 1, 2010.)*